



**Tuesday, October 20, 2020
5:00 PM**

**City Council
Tuesday Meeting Agenda**

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

Call to Order

Call to Prayer and Pledge of Allegiance

Presentation Agenda

Agenda Adjustments

- **Add Policy Item #15 and add Addendum to the Claims Docket (Routine #13), at the request of the Administration.**

15. **2020-727** Approve the sale of a parcel of land located at the southeast corner of E 4th Street and Nora Street, Parcel No. 2-029J-10-073.00, PPIN 22901, as per Quit Claim Deed, to Trace Rising LLC in the amount of \$3,225.00, exclusive of auction premium, which is the highest bid received, and authorize the Mayor to execute Quit Claim Deed.
13. **2020-752** Addendum to the claims docket.

POLICY AGENDA

1. **2020-729** Approve the minutes for the October 5 & 6, 2020 meetings of the City Council.
2. **2020-730** Approve or Deny a petition filed by Jeremiah Smith, Owner, to request a Conditional Use as “Single Family Residential Dwelling, Detached” in B-2 (Neighborhood Business District) for the eastern portion of a property located at 8 Dixie Pine Road (Parcel 2-038I-22-092.00, PPIN 10493, Ward 5). The Planning Commission recommended to Approve on October 7, 2020 with conditions: The minimum setback requirements should match the surrounding R-1C District minimum setback requirements.

3. **2020-721** Adopt a Resolution establishing and subscribing to a standard of care for organizations providing certain services to homeless persons in the City of Hattiesburg.
4. **2020-731** Adopt a Resolution authorizing Requisition No. 73 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.
5. **- Deleted -**
6. **2020-724** Approve Agreement between City of Hattiesburg and the University of Southern Mississippi to provide maintenance of certain median landscape and crosswalk improvements along Hardy Street between U.S. Hwy 49 and 38th Avenue as a part of the Mississippi Transportation Alternatives Project program applied for by the University.
7. **2020-744** Approve Memorandum of Agreement for the Educational and Community Outreach Program between the City of Hattiesburg and the University of Southern Mississippi in an amount of \$50,000, for the period March 1, 2021 through February 28, 2022 (Agreement number GM000673 Amendment No.17) as authorized by MS Code 39-15-1, to allow municipalities to expend monies for the arts and authorize the Mayor to execute the same.
8. **2020-723** Approve Agreement between City of Hattiesburg and Hattiesburg Downtown Association, in an amount of \$40,000 to provide and promote economic growth and development of downtown Hattiesburg and authorize the Mayor to execute the same.
9. **2020-738** Approve Agreement between the City of Hattiesburg Parks and Recreation Department and the Hattiesburg Youth Soccer Association, in an amount of \$20,000 to develop and promote soccer programs for Hattiesburg residents, for the term of October 1, 2020 through September 30, 2021 and authorize the Mayor to execute in duplicate.
10. **2020-742** Approve Agreement between the City of Hattiesburg Parks and Recreation Department and Hattiesburg Arts Council, in an amount of \$20,760 to provide art for children programs and art and cultural opportunities for adults, seniors, and persons with disabilities for Hattiesburg residents, for the term of October 1, 2020 through September 30, 2021 and authorize the Mayor to execute in duplicate.
11. **- Deleted -**
12. **2020-728** Authorize acceptance of the award for the Mississippi State Department of Health (MSDH), Office Against Interpersonal Violence (OAIV), FY2021 Violence Against Women Act (VAWA) STOP Grant Program for funding to provide victim advocacy services. The total project cost is \$49,102.26 (\$36,585.11 Federal/State funds and

\$12,517.15 local match).

13. 2020-732 Acknowledge receipt of closing documents for the Big Yank Demolition Project; Approve Certificate of Substantial Completion and final acceptance; authorize payment of final pay application in the amount of \$42,192.50 and authorize the Mayor to execute in triplicate.
14. 2020-748 Ratify and confirm the Mayor's appointment of G. Neil Rogers, (Replaces Carey Varnado) to the Hattiesburg School Board for a term beginning October 20, 2020 and ending March 2, 2025.
15. 2020-727 Approve the sale of a parcel of land located at the southeast corner of E 4th Street and Nora Street, Parcel No. 2-029J-10-073.00, PPIN 22901, as per Quit Claim Deed, to Trace Rising LLC in the amount of \$3,225.00, exclusive of auction premium, which is the highest bid received, and authorize the Mayor to execute Quit Claim Deed.

ROUTINE AGENDA

1. 2020-743 Acknowledge certification of results of the August 25, 2020 Mississippi Power referendum special election.
2. 2020-737 Acknowledge receipt of FY 2019 Expenditure Report from Hattiesburg Youth Soccer Association for HYSA Soccer Program.
3. 2020-739 Acknowledge receipt of FY 2019-2020 Expenditure Report from Hattiesburg Arts Council Municipal Programs.
4. 2020-740 Acknowledge receipt of FY 2019-2020 Expenditure Report from South Mississippi Art Association. (Ceramics and Pottery Program).
5. 2020-720 Authorize publication of Notice of Public Hearing regarding the City of Hattiesburg's 2021 Action Plan.
6. 2020-722 Authorize publication of a Request for Proposals from qualified firms for the creation of a Transit Master Plan.
7. 2020-715 Approve Specifications and Authorize Publication of Advertisement for Term Bids for Demolition and related services.
8. 2020-716 Approve Specifications and Authorize Publication of Advertisement for Term Bids for Lot Clearing/Grass Cutting and related services.
9. 2020-725 Approve and authorize the issuance of a check in the amount of \$697.48 to Larry Albert & Associates, Inc., contingent upon the execution of a full release; for water damage at 512/514 Main Street that occurred June 26, 2020, due to a paving contractor cutting an unknown/unmarked water line.

- 10. 2020-733** Approve and authorize issuance of manual checks for CDBG Program Claims per attached Memorandum. {Entitlement CDBG}
- 11. 2020-719** Approve the City's purchase of Eight (8) grave spaces, located in the Northeast Quarter (NE 1/4), West Half (W 1/2), and the Southeast Quarter (SE 1/4), Lot 79, Section 34 at Highland Cemetery, Minute Book # 2013, Page# 292, in the amount of \$ 1,400.00, from Sammy H. James, III, and Peggy A. James. Authorize manual check for the same.
- 12. 2020-718** Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.
- 13. 2020-736** Approve claims docket for the period ending October 16, 2020.

In Memoriam:

- **Mr. David Person**
- **Ms. Jessica Lashun McNeil**
- **Mrs. Janet McElroy**
- **Ms. Carol Andrews**
- **Mr. John Lewis Kent**
- **Mr. Wayne Register**

Meeting Adjourn



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, October 20, 2020

Re: Approve the sale of a parcel of land located at the southeast corner of E 4th Street and Nora Street, Parcel No. 2-029J-10-073.00, PPIN 22901, as per Quit Claim Deed, to Trace Rising LLC in the amount of \$3,225.00, exclusive of auction premium, which is the highest bid received, and authorize the Mayor to execute Quit Claim Deed.
File Number: 2020-727
Minute Book #

Summary

Sale of city-owned real estate at the SSE corner of E 4th St and Nora St via GovDeals auction per City Council authorization.

Recommendation Statement

I recommend accepting the bid presented.

Please place this on the October 20, 2020 City Council meeting for consideration.

**Hattiesburg, MS
200 Forrest St
Hattiesburg, MS 39401-3451**

Bill of Sale Date: 09 Oct 2020

Bill of Sale Number: 1092020

Asset ID: 16

Inventory ID: 16

Description of Property

Award Amount

Real Estate parcel SE corner of E 4th Street and Nora Street - PPIN 22901

3225.00

Asset Information



Year:

Make/Brand:

Model:

VIN/Serial:

Meter:

Title Restriction:

Not Applicable

Sale Information

Actual Sold Amount: USD \$3,225.00

Paid On: 09 Oct 2020 Wire Transfer

Other Amount: USD \$0.00

Other Amount Description:

Buyer's Premium: USD \$403.12

Tax Rate: 0%

Tax Amount: USD \$0.00

Total Amount: USD \$3,628.12

*** Taxable Items**

Trace Rising LLC
1202 S 34th Ave
Hattiesburg, MS 39402
USA
cedmonso@hotmail.com
9179524262

Asset is sold as is, where is and without warranty. Once the asset is removed from the seller's premises there is no refund of monies previously paid.

Buyer/Agent Signature: _____

Print Name: _____

Date: _____

Prepared By, Record and Return to:
Pope & Pope, P.A.
Moran M. Pope, III
MS Bar No. 4441
P.O. Box 17527
Hattiesburg, MS 39404
601-268-9997

INDEXING INSTRUCTIONS: Lot 8, Block A of the F. F. Phillips and H. McInnis Subdivision or Addition to the City of Hattiesburg, Forrest County, Mississippi

STATE OF MISSISSIPPI

COUNTY OF FORREST

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, **GRANTOR,**

THE CITY OF HATTIESBURG
a Mississippi Municipal Corporation
Post Office Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4500

does hereby grant, bargain, sell, convey and quitclaim unto the **GRANTEE,**

TRACE RISING, LLC,
A Mississippi Limited Liability Company

Address:_____

Telephone:_____

any and all of our right, title and interest in the following described real property, lying and being situate in Forrest County, Mississippi, described as follows, to-wit:

Lot Eight (8) less the East 50 feet thereof of Block A of the F. F. Phillips and H. McInnis Subdivision or Addition to the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all the improvements

and appurtenances thereunto belonging.

WITNESS MY SIGNATURE, on this, the ____ day of _____, A.D., 2020.

CITY OF HATTIESBURG

By: _____
TOBY BARKER, MAYOR

ATTESTED BY:

KERMAS EATON, CITY CLERK

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, A.D., 2020, within my jurisdiction, the within named **TOBY BARKER** who acknowledged that he is Mayor of the City of Hattiesburg, Mississippi, and that in said representative capacity, he executed the above and foregoing instrument after first having been duly authorized so to do.

NOTARY PUBLIC
My Commission Expires: _____

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, A.D., 2020, within my jurisdiction, the within named **KERMAS EATON**, who acknowledged that he is City Clerk of the City of Hattiesburg, Mississippi, and that in said representative capacity, he executed the above and foregoing instrument after first having been duly authorized so to do.

NOTARY PUBLIC

My Commission Expires: _____



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: City Council members

FROM: Kermas Eaton, Director of Administration/City Clerk

DATE: October 20, 2020

RE: **Additional claims**

Please accept this memorandum as a request for approval of additional claims as described on the attached form.

Thank you.

ADDENDUM CLAIMS DOCKET
PERIOD ENDING OCTOBER 16, 2020

FUND	VENDOR	INVOICE NUMBER	PURCHASE ORDER	CLAIMS NUMBER	ITEM DESCRIPTION	CHECK DATE	CHECK NUMBER	CHECK AMOUNT
001	BUGZ LAWN CARE & PRESSURE WASH	10/7/20	202626	20000350	DABBS ST LANDSCAPE REPAIR	10/20/20	10138	1,000.00
001	TWIN FORKS RISING CDC	9/22/20	202512	19007786	MOBILE ST FESTIVAL SPONSORSHIP	9/29/20	10126	5,000.00

TOTAL 6,000.00

This is to provide further explanation for the check cut to Twin Fork Rising on September 29, 2020. This check was cut on September 29th after the docket checks had been cut. Normally, if a manual check is cut after the docket checks it will be included on an addendum to the docket to be presented at the next Council meeting or alternatively, it will automatically be included on the next docket report.

Because of the timing of this check it should have been included on an addendum docket because it was cut after the docket checks but before we had entered into the next docket period. The check was cut at year end when there are many processes happening at once to close out the City's books and because of that, it missed being included on an addendum to the docket. It is being submitted on an addendum to the 10/17/20 docket since the system did not automatically include it on the docket report.

I would be happy to provide additional clarification if it is needed.

Lisa Hanson



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ronda Cole, Clerk of Council

cc:

Date: Tuesday, October 20, 2020

Re: Approve the minutes for the October 5 & 6, 2020 meetings of the City Council.
File Number: 2020-729
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 October 20, 2020 City Council meeting for consideration.

Published Agenda



Monday, October 5, 2020	City Council	Jackie Dole Community Center
4:00 PM	Monday Meeting Agenda	220 W. Front Street

Call to Order

Agenda Review

Citizens' Forum

Work Session

- | | | |
|----|----------|--|
| 1. | 2020-708 | SMPDD Paving Plan, presented by Kristyn Gunter, <i>South Mississippi Planning & Development District</i> . |
| 2. | 2020-710 | Parklets Downtown, presented by Ginger Lowrey, <i>Urban Development</i> . |
| 3. | 2020-711 | Pine Belt Coalition on Homelessness - Standards of Care, presented by Kimberly Townsend, <i>Homeless Coordinator</i> |
| 4. | 2020-712 | Crime Update, requested by Councilmember Nicholas Brown and presented by Police Chief Parker |
| 5. | 2020-713 | Recreation Center, requested by Councilmember Nicholas Brown |
| 6. | 2020-714 | Junkyards, requested by Councilmember Deborah Delgado |

Meeting Recess

Call to Order

BE IT REMEMBERED that the **Agenda Review meeting of the Hattiesburg City Council** was held at **4:00 p.m. Monday, October 5, 2020**, in the Jackie Dole Community Center Auditorium; same being a adjourned meeting from September 22, 2020.

Those present included Mayor Toby Barker and members of the City Council Jeffrey George, Ward 1; Deborah Delgado, Ward 2; Carter Carroll, Ward 3; Mary Dryden, Ward 4; and Nicholas Brown, Ward 5. Others in attendance included Director of Administration/City Clerk, Kermas Eaton; City Attorney, Randy Pope; Clerk of Council, Ronda S. Cole; Deputy Clerk of Council, Lisa Luu; City staff members; media; and the public.

Council President Carroll Called the meeting to order.

Agenda Review

Council President Carroll proceeded with the Agenda Review.

Following discussion of agenda items, Council President Carroll closed the Agenda Review.

Citizens' Forum

Council Vice President Dryden proceeded with the Citizens' Forum.

She stated the procedures and invited members of the public to speak.

There were no citizens present who wished to address the Council.

Council Vice President Dryden closed the Citizen Forum.

Work Session

Council President Carroll proceeded with the Work Session, which included:

1.

2020-708

SMPDD Paving Plan, presented by Kristyn Gunter, South Mississippi Planning & Development District.

Attachments: [Hattiesburg Report Presentation 10-05-20](#)
2.

2020-710

Parklets Downtown, presented by Ginger Lowrey, Urban Development.

Attachments: [Parklets Downtown](#)
3.

2020-711

Pine Belt Coalition on Homelessness - Standards of Care, presented by Kimberly Townsend, Homeless Coordinator

Attachments: [Pine Belt Coalition on Homelessness](#)
4.

2020-712

Crime Update, requested by Councilmember Nicholas Brown and presented by Police Chief Parker

Attachments: [ChiefParker_City Council Presentation](#)
5.

2020-713

Recreation Center, requested by Councilmember Nicholas Brown

Attachments: [Recreation center - NB](#)
6.

2020-714

Junkyards, requested by Councilmember Deborah Delgado

Meeting Recess

Council President Carroll declared the **meeting recessed at 5:23 p.m., this 5th day of October, 2020**, by unanimous consent, until the 6th day of October, 2020.

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor

Published Agenda



**Tuesday, October 6, 2020
5:00 PM**

**City Council
Tuesday Meeting Agenda**

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

Call to Order

Call to Prayer and Pledge of Allegiance

Presentation Agenda

POLICY AGENDA

- 1. 2020-707** Approve the minutes for the September 21 & 22, 2020 meetings of the City Council.
- 2. 2020-692** Adopt a Resolution setting Public Hearing on Monday, November 2, 2020 at 4:00 p.m. in the Jackie Dole Sherrill Community Center 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.
- 3. 2020-706** Adopt a Resolution establishing petty cash funds effective October 1, 2020 and approve issuance of a manual check to each custodian as of October 1, 2020.
- 4. 2020-694** Approve Letter Agreement with Shows, Dearman and Waits, Inc. to update the Hydraulic Model for City-Owned Water System and authorize the Mayor to execute in duplicate.
- 5. 2020-695** Approve Letter Agreement with Shows, Dearman and Waits, Inc. to update the Sanitary Sewer Flow Model and authorize the Mayor to execute in duplicate.
- 6. 2020-696** Approve Agreement with MDOT acknowledging acceptance of future maintenance for a proposed sidewalk to be located between King Road and Gravel Pit Road, which will be an encroachment upon MDOT right-of-way, pursuant to Mississippi Code 65-1-7 and authorize the Mayor to execute in duplicate.
- 7. 2020-701** Approve Agreement with Mississippi Power for additional lighting along High Street for a monthly increase in cost of \$68.37 and authorize the Mayor to execute the same.
- 8. 2020-703** Approve renewal of Maintenance Agreement between the City of Hattiesburg and C-Spire for the Cisco Spark subscription and authorize the Mayor to execute the same.
- 9. 2020-686** Acknowledge bids received September 17, 2020 for the Hardy Street Paving Project and accept the bid from Warren Paving, Inc. for the base bid of \$883,597.25 and additive alternate No. 2 of \$77,550.00 for a total bid of \$961,147.25 as the lowest and best bid; Authorize Mayor to execute contracts upon preparation.
- 10. 2020-690** Authorize the Mayor to make application to the U. S. Department of Transportation - Federal Aviation Administration for a grant for a runway lighting and signage project for the Bobby L. Chain Municipal Airport; Authorize Mayor to execute any and all documents required to make said application.
- 11. 2020-709** Authorize the Mayor and City Clerk to execute certification to the Municipal Compliance Questionnaire for fiscal year ending September 30, 2020.
- 12. 2020-698** Rescind Mississippi Department of Wildlife, Fisheries, and Parks (MDWFP) Land and Water Conservation Fund Program Application approved on June 2, 2020; and ratify submission of a revised grant application, to help fund property acquisition and development of Midtown Green Park, for a total project cost of \$1,074,244 (\$500,000 federal share and \$574,244 local share).

ROUTINE AGENDA

- 1. 2020-697** Ratification of a submitted grant application to the Mississippi Department of Archives and History (MDAH) for the Community Heritage Preservation Grant Program in the amount of \$505,000.00 to fund renovations at G. L. Hawkins Elementary School. The grant requires \$126,250.00 (20% of total project costs) in matching funds, which will be provided by Hattiesburg Public School District.
- 2. 2020-685** Ratification of Release of Lien documents filed in relation to Code Enforcement clean-up assessments
- 3. 2020-700** Acknowledge receipt of three Drainage and Utility Rights-of-Way from Land Management Ltd., Limited Partnership, and Halo Development, LLC, and one Deed of Dedication from Halo Development, LLC, for Hood Boulevard and adjacent drainage and utility infrastructure, legal descriptions of which are included in the attached documents, and accept infrastructure and roadway for maintenance and improvement purposes. Deed and Rights-of-Way to be recorded with Forrest County upon acceptance.
- 4. 2020-684** Acknowledge the setting of a public comment period, the setting of two (2) Virtual Public Hearings and two (2) publications providing notification of the same by the Mississippi Department of Transportation (MDOT) for the draft 2045 MULTIPLAN Statewide Long-Range Transportation Plan and the Hattiesburg-Petal-Forrest-Lamar MPO 2045 Metropolitan Transportation Plan.
- 5. 2020-687** Acknowledge receipt of Notice of Adoption of the Motor Vehicle Assessment Schedule received from the Mississippi Department of Revenue and Adopt same for the City of Hattiesburg for the

fiscal year beginning October 1, 2020 and ending September 30, 2021; and authorize publication of public notice and order setting a hearing for November 2, 2020 before the council to hear complaints or objections to the adoption of the Motor Vehicle Assessment Schedule.

- 6. **2020-688** Acknowledge receipt of the two-quote docket as provided for in 31-7-13(b) of the Mississippi Code of 1972
- 7. **2020-699** Approve and authorize issuance of manual checks for CDBG Program Claims per attached Memorandum. {Entitlement CDBG}
- 8. **2020-691** Approve the sale of grave spaces per attached, Memo's, Receipts and Deeds.
- 9. **2020-693** Approve claims docket for the period ending September 30, 2020.

In Memoriam:

- **Mrs. Billie Jean Little Williams**
- **Mr. Zacai Aracarri Cook**
- **Mr. Timothy Smith**
- **Mr. Larry Myers**
- **Mr. Dedric Cobbert**
- **Mr. Willie Jermaine Walker**
- **Mr. W. Eugene “Gene” Raley**
- **Dr. Keith Patrick Melancon**
- **Mr. Victor Smith**
- **Ms. Bertha Smith**
- **Mr. Willie Walker**
- **Mr. Jerry Thompkins**
- **Mr. Adrian Ashford, Jr.**
- **Mr. Kenny Thames**
- **Ms. Dorothy J. Smith**
- **Ms. Gloria J. Dill**
- **Ms. LaTonya Earl**

Meeting Recessed

Call to Order

BE IT REMEMBERED that the **regular meeting of the Hattiesburg City Council was held at 5:00 p.m. Tuesday, October 6, 2020**, in the Jackie Dole Community Center Auditorium; same being a recessed meeting from October 5, 2020.

Those present included Mayor Toby Barker and members of the City Council Jeffrey George, Ward 1; Deborah Delgado, Ward 2 (via teleconference at 5:04 p.m.); Mary Dryden, Ward 4; and Nicholas Brown, Ward 5. Others in attendance included Director of Administration/City Clerk, Kermas Eaton; City Attorney, Randy Pope; Clerk of Council, Ronda S. Cole; Deputy Clerk of Council, Lisa Luu; City staff members; media; and the public. Absent: Council President Carter Carroll.

Council President Carroll Called the meeting to order.

Call to Prayer and Pledge of Allegiance

The prayer was given by Council Vice President Dryden.

The Pledge of Allegiance was led by Kermas Eaton.

Presentation Agenda

The PRESENTATION AGENDA came before the Council.

There were no presentations at this time.

POLICY AGENDA

The POLICY AGENDA came before the Council.

1. **2020-707** Approve the minutes for the September 21 & 22, 2020 meetings of the City Council.

Attachments: 9-21-2020 AR Mins.
 9-22-2020 Mins

A MOTION was made by Council Member George and seconded by Council Member Brown to Approve the minutes for the September 21 & 22, 2020 meetings of the City Council.

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

Yeas: 4- George, Delgado (via teleconference), Dryden and Brown

Nays: 0

Absent: 1 - Carroll

2. **2020-692** Adopt a Resolution setting Public Hearing on Monday, November 2, 2020 at 4:00 p.m. in the Jackie Dole Sherrill Community Center 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.

Attachments: Request to Set Public Hearing-CE 10 6 2020
 Set Public Hearing Unsafe Properties Resolution 10 6 2020

A MOTION was made by Council Member George and seconded by Council Member Brown to Adopt a Resolution (#2020-270) setting Public Hearing on Monday, November 2, 2020 at 4:00 p.m. in the Jackie Dole Sherrill Community Center 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.

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

Yeas: 4- George, Delgado (via teleconference), Dryden and Brown

Nays: 0

Absent: 1 - Carroll

3. **2020-706** Adopt a Resolution establishing petty cash funds effective October 1, 2020 and approve issuance of a manual check to each custodian as of October 1, 2020.

Attachments: Petty Cash 2020

A MOTION was made by Council Member George and seconded by Council Member Brown to Adopt a Resolution (#2020-271) establishing petty cash funds effective October 1, 2020 and approve issuance of a manual check to each custodian as of October 1, 2020.

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

Yeas: 4- George, Delgado (via teleconference), Dryden and Brown

Nays: 0

Absent: 1 - Carroll

4. **2020-694** Approve Letter Agreement with Shows, Dearman and Waits, Inc. to update the Hydraulic Model for City-Owned Water System and authorize the Mayor to execute in duplicate.

Attachments: 12208_Proposal

A MOTION was made by Council Member George and seconded by Council Member Brown to Approve Letter Agreement with Shows, Dearman and Waits, Inc. to update the Hydraulic Model for City-Owned Water System and authorize the Mayor to execute in duplicate.

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

Yeas: 4- George, Delgado (via teleconference), Dryden and Brown

Nays: 0

Absent: 1 - Carroll

5. **2020-695** Approve Letter Agreement with Shows, Dearman and Waits, Inc. to update the Sanitary Sewer Flow Model and authorize the Mayor to execute in duplicate.

Attachments: 12206_Proposal

A MOTION was made by Council Member George and seconded by Council Member Brown to Approve Letter Agreement with Shows, Dearman and Waits, Inc. to update the Sanitary Sewer Flow Model and authorize the Mayor to execute in duplicate.

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

Yeas: 4- George, Delgado (via teleconference), Dryden and Brown

Nays: 0

Absent: 1 - Carroll

6. **2020-696** Approve Agreement with MDOT acknowledging acceptance of future maintenance for a proposed sidewalk to be located between King Road and Gravel Pit Road, which will be an encroachment upon MDOT right-of-way, pursuant to Mississippi Code 65-1-7 and authorize the Mayor to execute in duplicate.

Attachments: Permit inside city
5 Minute Car Wash Sidewalk 0430 review

A MOTION was made by Council Member George and seconded by Council Member Brown to Approve Agreement with MDOT acknowledging acceptance of future maintenance for a proposed sidewalk to be located between King Road and Gravel Pit Road, which will be an encroachment upon MDOT right-of-way, pursuant to Mississippi Code 65-1-7 and authorize the Mayor to execute in duplicate.

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

Yeas: 4- George, Delgado (via teleconference), Dryden and Brown

Nays: 0

Absent: 1 - Carroll

7. **2020-701** Approve Agreement with Mississippi Power for additional lighting along High Street for a monthly increase in cost of \$68.37 and authorize the Mayor to execute the same.

Attachments: MS Power-High Street

A MOTION was made by Council Member Brown and seconded by Council Member George to Approve Agreement with Mississippi Power for additional lighting along High Street for a monthly increase in cost of

\$68.37 and authorize the Mayor to execute the same.

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

Yeas: 4- George, Delgado (via teleconference), Dryden and Brown

Nays: 0

Absent: 1 - Carroll

- 8. 2020-703** Approve renewal of Maintenance Agreement between the City of Hattiesburg and C-Spire for the Cisco Spark subscription and authorize the Mayor to execute the same.

Attachments: City of Hattiesburg -- HA277670

A MOTION was made by Council Member Brown and seconded by Council Member George to Approve renewal of Maintenance Agreement between the City of Hattiesburg and C-Spire for the Cisco Spark subscription and authorize the Mayor to execute the same.

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

Yeas: 4- George, Delgado (via teleconference), Dryden and Brown

Nays: 0

Absent: 1 - Carroll

- 9. 2020-686** Acknowledge bids received September 17, 2020 for the Hardy Street Paving Project and accept the bid from Warren Paving, Inc. for the base bid of \$883,597.25 and additive alternate No. 2 of \$77,550.00 for a total bid of \$961,147.25 as the lowest and best bid; Authorize Mayor to execute contracts upon preparation.

Attachments: Recommendation Ltr
Hardy Street Paving - Certified Bid Tab
Hardy St Paving Final Bid Spec 7-23-20
Hardy St Paving Final Plan Set 7-23-20

A MOTION was made by Council Member George and seconded by Council Member Brown to Acknowledge bids received September 17, 2020 for the Hardy Street Paving Project and accept the bid from Warren Paving, Inc. for the base bid of \$883,597.25 and additive alternate No. 2 of \$77,550.00 for a total bid of \$961,147.25 as the lowest and best bid; Authorize Mayor to execute contracts upon preparation.

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

Yeas: 4- George, Delgado (via teleconference), Dryden and Brown

Nays: 0

Absent: 1 - Carroll

- 10. 2020-690** Authorize the Mayor to make application to the U. S. Department of Transportation - Federal Aviation Administration for a grant for a runway lighting and signage project for the Bobby L. Chain Municipal Airport; Authorize Mayor to execute any and all documents required to make said application.

Attachments: HBG Lighting System Signage Preapplication 9.21.2020

A MOTION was made by Council Member Brown and seconded by Council Member George to Authorize the Mayor to make application to the U. S. Department of Transportation - Federal Aviation Administration for a grant for a runway lighting and signage project for the Bobby L. Chain Municipal Airport;

Authorize Mayor to execute any and all documents required to make said application.

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

Yeas: 4- George, Delgado (via teleconference), Dryden and Brown

Nays: 0

Absent: 1 - Carroll

- 11. 2020-709** Authorize the Mayor and City Clerk to execute certification to the Municipal Compliance Questionnaire for fiscal year ending September 30, 2020.

Attachments: Municipal Compliance Questionnaire 2020

A MOTION was made by Council Member George and seconded by Council Member Brown to Authorize the Mayor and City Clerk to execute certification to the Municipal Compliance Questionnaire for fiscal year ending September 30, 2020.

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

Yeas: 4- George, Delgado (via teleconference), Dryden and Brown

Nays: 0

Absent: 1 - Carroll

- 12. 2020-698** Rescind Mississippi Department of Wildlife, Fisheries, and Parks (MDWFP) Land and Water Conservation Fund Program Application approved on June 2, 2020; and ratify submission of a revised grant application, to help fund property acquisition and development of Midtown Green Park, for a total project cost of \$1,074,244 (\$500,000 federal share and \$574,244 local share).

Attachments: COH 2020 LWCF Application (revised-final)

A MOTION was made by Council Member George and seconded by Council Member Brown to Rescind Mississippi Department of Wildlife, Fisheries, and Parks (MDWFP) Land and Water Conservation Fund Program Application approved on June 2, 2020; and ratify submission of a revised grant application, to help fund property acquisition and development of Midtown Green Park, for a total project cost of \$1,074,244 (\$500,000 federal share and \$574,244 local share).

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

Yeas: 4- George, Delgado (via teleconference), Dryden and Brown

Nays: 0

Absent: 1 - Carroll

ROUTINE AGENDA

THE ROUTINE AGENDA came before the Council.

A MOTION was made by Council Member George and seconded by Council Member Brown to approve the Routine Agenda.

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

Yeas: 4- George, Delgado (via teleconference), Dryden and Brown

Nays: 0

Absent: 1 - Carroll

1.

2020-697

Ratification of a submitted grant application to the Mississippi Department of Archives and History (MDAH) for the Community Heritage Preservation Grant Program in the amount of \$505,000.00 to fund renovations at G. L. Hawkins Elementary School. The grant requires \$126,250.00 (20% of total project costs) in matching funds, which will be provided by Hattiesburg Public School District.

Attachments: MDAH CHPG-14 - Hawkins Application
2.

2020-685

Ratification of Release of Lien documents filed in relation to Code Enforcement clean-up assessments

Attachments: Ratification of Release of Liens 10 6 2020
509 Hutchinson Avenue Release Res 2019-49
902 Roby Street Release of Res 2020-25
3.

2020-700

Acknowledge receipt of three Drainage and Utility Rights-of-Way from Land Management Ltd., Limited Partnership, and Halo Development, LLC, and one Deed of Dedication from Halo Development, LLC, for Hood Boulevard and adjacent drainage and utility infrastructure, legal descriptions of which are included in the attached documents, and accept infrastructure and roadway for maintenance and improvement purposes. Deed and Rights-of-Way to be recorded with Forrest County upon acceptance.

Attachments: Halo Dev. Deed of Dedication
Drainage & Utility Right-of-Way 2
Drainage & Utility Right-of-Way 1
Halo Dev. Cover Letter
Halo Dev. Drainage & Utility Right-of-Way
4.

2020-684

Acknowledge the setting of a public comment period, the setting of two (2) Virtual Public Hearings and two (2) publications providing notification of the same by the Mississippi Department of Transportation (MDOT) for the draft 2045 MULTIPLAN Statewide Long-Range Transportation Plan and the Hattiesburg-Petal-Forrest-Lamar MPO 2045 Metropolitan Transportation Plan.

Attachments: Notice - LRTP Public Comment and Hearing - 1st Hearing
Notice - LRTP Public Comment and Hearing - 2nd Hearing
5.

2020-687

Acknowledge receipt of Notice of Adoption of the Motor Vehicle Assessment Schedule received from the Mississippi Department of Revenue and Adopt same for the City of Hattiesburg for the fiscal year beginning October 1, 2020 and ending September 30, 2021; and authorize publication of public notice and order setting a hearing for November 2, 2020 before the council to hear complaints or objections to the adoption of the Motor Vehicle Assessment Schedule.

Attachments: 2020-2021 Uniform Assessment Schedule Master
MOTOR VEHICLE.DOC 2020
6.

2020-688

Acknowledge receipt of the two-quote docket as provided for in 31-7-13(b) of the Mississippi Code of 1972

Attachments: 20200928081958
2987 FINAL
2988 FINAL
2990 FINAL
2991 FINAL
2996 FINAL
2997 FINAL
7.

2020-699

Approve and authorize issuance of manual checks for CDBG Program Claims per attached Memorandum. {Entitlement CDBG}

Attachments: Project Delivery_BCS_110 Saucier Drive
Manual Check Memo 10062020
8.

2020-691

Approve the sale of grave spaces per attached, Memo's, Receipts and Deeds.

Attachments: Memo's (10-06-2020)

Receipts (10-06-2020)
Deeds (10-06-2020)

9. **2020-693** Approve claims docket for the period ending September 30, 2020.

Attachments: Docket 9.30.20

In Memoriam:

A MOTION was made by Council Vice President Dryden to Adjourn the meeting in memory of:

- Mrs. Billie Jean Little Williams
- Mr. Zacai Aracarri Cook
- Mr. Timothy Smith
- Mr. Larry Myers
- Mr. Dedric Cobbert
- Mr. Willie Jermaine Walker
- Mr. W. Eugene “Gene” Raley
- Dr. Keith Patrick Melancon
- Mr. Victor Smith
- Ms. Bertha Smith
- Mr. Willie Walker
- Mr. Jerry Thompkins
- Mr. Adrian Ashford, Jr.
- Mr. Kenny Thames
- Ms. Dorothy J. Smith
- Ms. Gloria J. Dill
- Ms. LaTonya Earl

Meeting Adjourn

Council President Carroll declared **the meeting adjourned at 5:13 p.m., this 6th day of October, 2020,**
by unanimous consent, until the 19th day of October, 2020.

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ginger Lowrey, Planning Administrator

cc: Andrew Ellard, Director

Date: Tuesday, October 20, 2020

Re: Approve or Deny a petition filed by Jeremiah Smith, Owner, to request a Conditional Use as "Single Family Residential Dwelling, Detached" in B-2 (Neighborhood Business District) for the eastern portion of a property located at 8 Dixie Pine Road (Parcel 2-0381-22-092.00, PPIN 10493, Ward 5). The Planning Commission recommended to Approve on October 7, 2020 with conditions: The minimum setback requirements should match the surrounding R-1C District minimum setback requirements.
File Number: 2020-730
Minute Book #

Summary

8 Dixie Pine Road – Conditional Use - Single Family Residential Dwelling, Detached

Recommendation Statement

Approve or Deny a petition to request a Conditional Use as "Single Family Residential Dwelling, Detached" in B-2 for 8 Dixie Pine Road with conditions: The minimum setback requirements should match the surrounding R-1C District minimum setback requirements.

Please place this on the October 20, 2020 City Council meeting for consideration.

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
October 7, 2020**

The Hattiesburg Planning Commission did meet in a regular session on October 7, 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 the 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)
Amy Hinton, Vice-Chair (via GoToMeeting)
Jeff Keyseear (via GoToMeeting)
Elayne Lockett
Mark Miller, Chair (via GoToMeeting)
Rhoda A. Pickett (via GoToMeeting)
Rebekah Ray
Kenneth Waites

Commissioners Absent: Ricardo Bryant
Charles Dawe
Michael G. Dickerson

Also Present: Ginger Maddox Lowrey, AICP, Planning Division Manager
Jim Gladden, Esq.
Nathan Satcher, Office Manager
Steve Mitchell, Building Official

Chair Miller declared the meeting of the Hattiesburg Planning Commission open and in session at 1:05 PM.

AGENDA REVIEW

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

Commissioners voting aye: Dick Conville (via GoToMeeting)
Amy Hinton, Vice-Chair (via GoToMeeting)
Jeff Keyseear (via GoToMeeting)
Elayne Lockett
Mark Miller, Chair (via GoToMeeting)
Rhoda A. Pickett (via GoToMeeting)
Rebekah Ray
Kenneth Waites

Commissioners voting nay: None

MINUTES REVIEW

There came the matter of the September 2, 2020 minutes. Commissioner Ray requested a grammatical correction. A motion was made by Commissioner Ray to approve the July 1, 2020 minutes with a grammatical correction and seconded by Commissioner Lockett.

Commissioners voting aye: Dick Conville (via GoToMeeting)
Amy Hinton, Vice-Chair (via GoToMeeting)
Jeff Keyseear (via GoToMeeting)
Elayne Lockett
Mark Miller, Chair (via GoToMeeting)
Rhoda A. Pickett (via GoToMeeting)
Rebekah Ray
Kenneth Waites

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 informed the Commissioners about the newest member of the Commission, Mr. Michael G. Dickerson, Ward 5. On September 22, 2020, City Council approved the alley closure located between East Pine Street, East Front Street, and south of Evans Street. The Conditional Use for a multi-family dwelling at 257 McLeod Street remains tabled by the City Council.

CHAIR’S REPORT

No report was given.

PUBLIC HEARING – PLANNING COMMISSION

There came the matter of Item A (Conditional Use), to consider a request that has been filed by Jeremiah Smith, Owner, as required in the Land Development Code, Ord. No. 3209, to request a Conditional Use as “Single Family Residential Dwelling, Detached” in B-2 (Neighborhood Business District) as defined by the LDC for the eastern portion of a certain property located at 8 Dixie Pine Road (Parcel 2-038I-22-092.00, PPIN 10493, Ward 5). Staff presented the following recommended Condition: “The front setback requirements for the proposed detached residential dwelling should match surrounding R-1C (single-family residential) district minimum setback requirements to promote compatibility with future development on the nearby residentially-zoned properties.”

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Jeremiah Smith	1906 ½ Edwards St	Hattiesburg, MS
<u>Proponents:</u>	Romella Smith	1906 ½ Edwards St	Hattiesburg, MS
<u>Opponents:</u>	None		

Jeremiah Smith presented the request. He stated he would like to develop the site as residential via conditional use application rather than rezone. Romella Smith noted the residential nature of the area.

Chair Miller declared the Public Hearing closed and the Business Meeting open for voting on the request (Item A). Commissioner Waites made a motion to approve the request to

for a Conditional Use as “Single Family Residential Dwelling, Detached” with the condition that the setbacks match the surrounding R-1C minimum setbacks. Commissioner Lockett seconded the motion. Commissioners attending in person submitted physical voting sheets.

Commissioners voting aye: Dick Conville (via GoToMeeting)
Amy Hinton, Vice-Chair (via GoToMeeting)
Jeff Keyseear (via GoToMeeting)
Elayne Lockett
Mark Miller, Chair (via GoToMeeting)
Rhoda A. Pickett (via GoToMeeting)
Rebekah Ray
Kenneth Waites

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 Conville. The meeting was adjourned at 1:25 PM.

Mark Miller, Chair

Ginger Maddox Lowrey, AICP, CFM, Planning Division Manager

SUBJECT PARCEL: 8 Dixie Pine Rd.

Jeremiah Smith, Owner

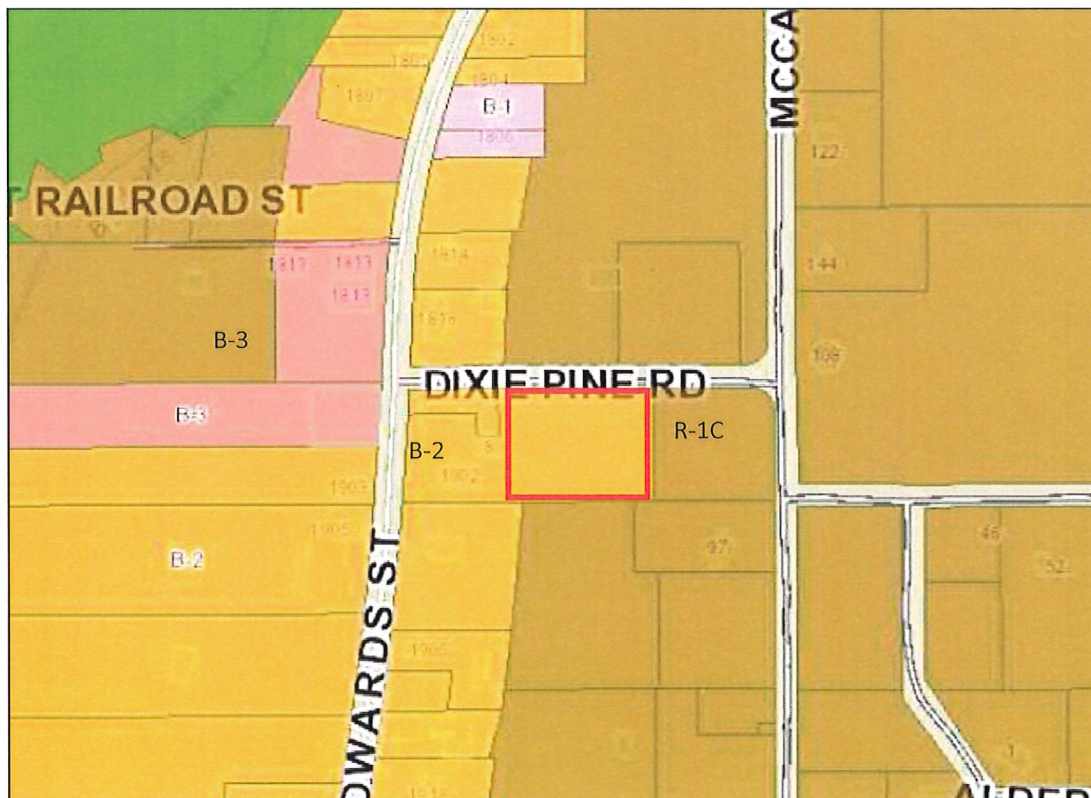
The petitioner requests a Conditional Use as “Single Family Residential Dwelling, Detached” in B-2 (Neighborhood Business District) as defined by the LDC for the eastern portion of a certain property located at 8 Dixie Pine Road (Parcel 2-0381-22-092.00, PPIN 10493, Ward 5).



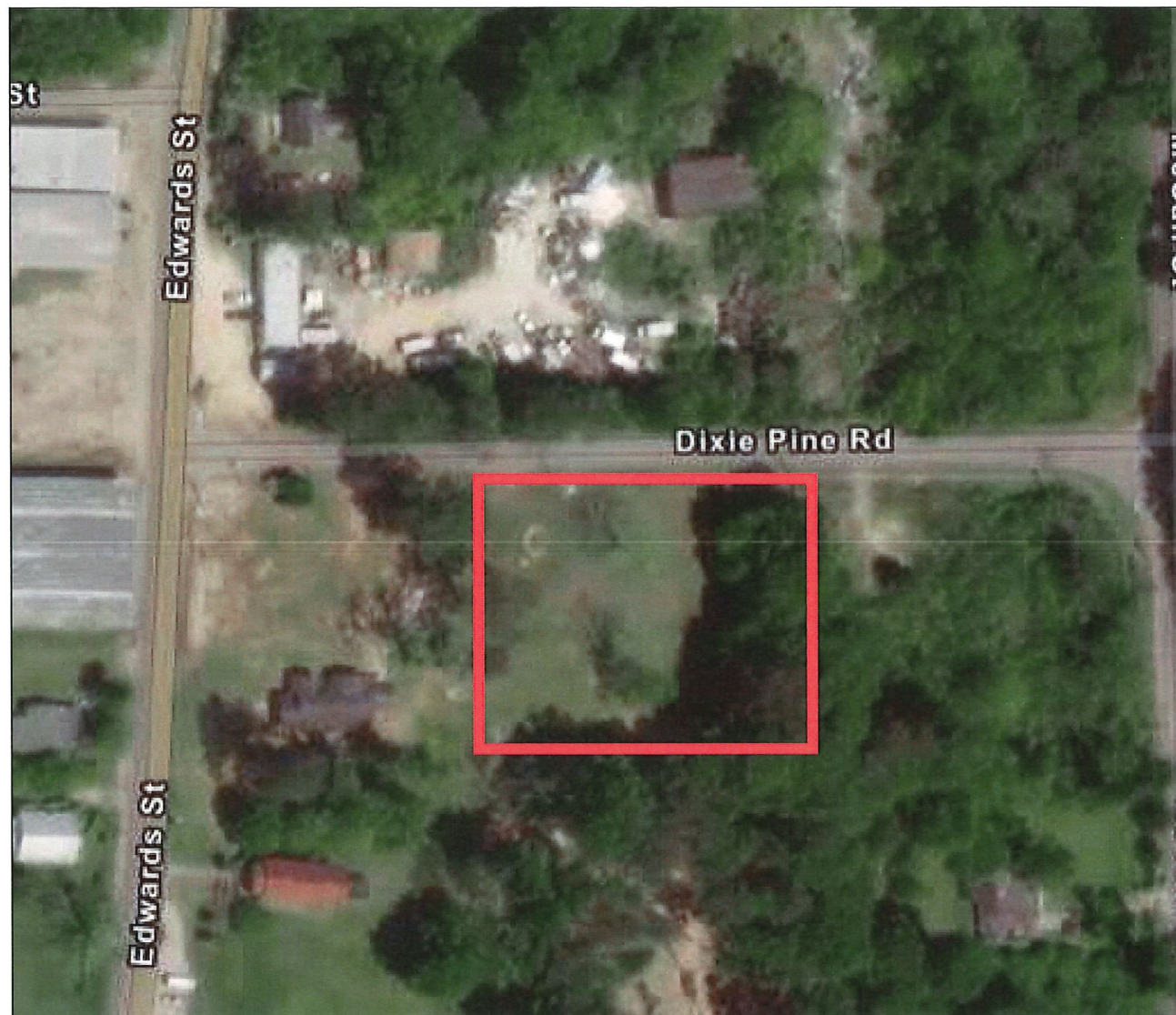
Vicinity Map—Ward 5



Zoning—B-2



Site Aerial



SURROUNDING AREA

**Northern Direction: R-1C (Single Family Residential) District/
Construction Office with Equipment**



**Southern Direction: R-1C (Single Family Residential) District/
Undeveloped**



**Eastern Direction: R-1C (Single Family Residential) District/
Abandoned residential**



**Western Direction: B-2
(Neighborhood business)/
Residential**





**Planning Commission
Case Fact Sheet**

Name of Petitioner: Jeremiah Smith, Owner

Address of Property:
8 Dixie Pine Rd.

Tax Parcels:
2-0381-22-092.00

PPIN:
10493

Ward:
5

Request: **Conditional Use**

Purpose of Request: To consider an application to request a Conditional Use as "Single Family Residential Dwelling, Detached" in B-2 (Neighborhood Business District) as defined by the LDC for the eastern portion of a certain property located at 8 Dixie Pine Road (Parcel 2-0381-22-092.00, PPIN 10493, Ward 5).

Applicant Summary: See attached pages.

Applicable Regulations:

SECTION 4

Zoning Districts Established

4.5.9 B-2 Neighborhood Business District: The purpose of the B-2 District is to provide for retail and personal service uses in locations convenient to residential neighborhoods consistent with comprehensive planning policies. This district is consistent with the Neighborhood Business District in the Comprehensive Plan.

SECTION 6

Dimensional Standards

Table 6.1 Dimensional Standards										
District	Minimum Lot Size in SF/ Width at Setback	Max. Dwelling Units	Max. Floor Area Ratio	Setbacks in feet				Max. Height*	Max. Impervious Surface Lot Coverage	Buffer in Feet
				Min. Front	Max. Front	Min. Side	Min. Rear			
R-1C	5,000/ 50	1 per lot	-	20	-	10	25	35 feet or 3 stories	50%	-
B-2	4,000/ 100	-	0.75	0	10	0 or 10	0	35 feet or 3 stories	80%	20

Present Zoning: B-2 (Neighborhood Business)

Present Use: Undeveloped

Surrounding Zoning and Land Use:

North: R-1C (Single Family Residential) District/ Construction Office with Equipment
South: R-1C (Single Family Residential) District/ Undeveloped
East: R-1C (Single Family Residential) District/ Abandoned residential
West: B-2 (Neighborhood business)/Residential

Most Nearly Bounded By (streets):

This location is bounded by Dixie Pine Road to the north, Edwards Street to the west, McCall Street to the east, and Lurlyne Street to the south. It is accessible by Dixie Pine Road.

Letters or Concerns stated:

The Planning Division Office has not received any letters or other written communications relative to this case as of September 22, 2020.

History / Background: The petitioner met with Staff to discuss a single-family, detached dwelling on the property on the eastern portion of the subject parcel. Staff informed the petitioner that a Conditional Use is required for the proposed residential development.

The petitioner has already subdivided the property with Forrest County, but a separate parcel number and PPIN for the newly created parcel have not yet been assigned. The Forrest County Tax Maps have not yet been updated to reflect the subdivision.

Basis for Approval:

Suggested stipulation: The front setback requirements for the proposed detached residential dwelling should match surrounding R-1C (single family residential) district setback requirements to promote compatibility with future development on the nearby residentially-zoned properties.

12.3.3.2 Additional Approval Criteria. In addition to the standards, 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.

GRAPHIC SCALE

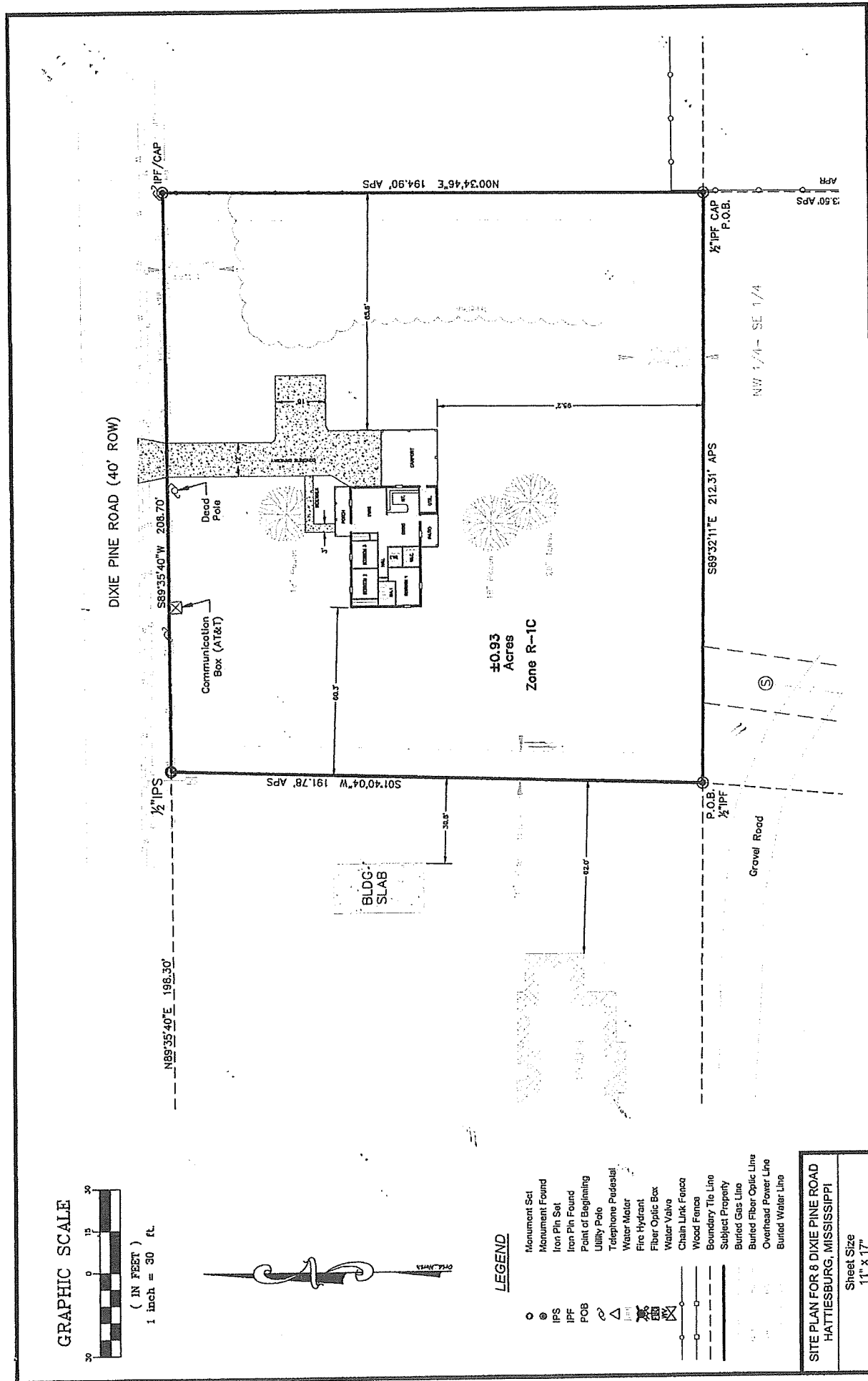


LEGEND

- Monument Set
- ⊙ Monument Found
- ⊙ Iron Pin Set
- ⊙ Iron Pin Found
- ⊙ Point of Beginning
- ⊙ Utility Pole
- ⊙ Telephone Pedestal
- ⊙ Water Meter
- ⊙ Fire Hydrant
- ⊙ Fiber Optic Box
- ⊙ Water Valve
- ⊙ Chain Link Fence
- ⊙ Wood Fence
- ⊙ Boundary Tie Line
- ⊙ Subject Property
- ⊙ Buried Gas Line
- ⊙ Buried Fiber Optic Line
- ⊙ Overhead Power Line
- ⊙ Buried Water Line

SITE PLAN FOR 8 DIXIE PINE ROAD
HATTIESBURG, MISSISSIPPI

Sheet Size
11" x 17"



Conditional Use (2 pages)

12.3.3.1 Compliance Required. Uses requiring Planning Commission approval, as noted in the Tables of Uses in Section 5 of this Code, shall be approved subject to this Section. Any application for such use must comply with all applicable standards that apply to similar uses and properties in the zoning district in general, the specific conditions listed for that use in Section 5, and the following criteria. Where conflicts exist, the Planning Commission shall determine which criteria apply on a case by case basis.

1. Does this application meet the conditions set forth in Section 5 for the requested use? If yes, please explain.

Yes, It meets the Conditional Use for Dwelling-single family detached in Zone B-2

2. Describe the effects the proposed use of utilities and facilities will have on the community.

Additional Water, sewer, and power services will be required for 1 single family residence.

3. Describe how the size of the site is appropriate for the proposed use.

Lot size exceeds the minimum 4000 sf required. Proposed site size is 0.93 Acres (40,510 sq)

4. Will there be any additional pedestrian or vehicular traffic generated by the proposed use? Yes
If yes, please explain:

Pedestrian and Vehicle traffic by owner and occasional visitors.

5. Will there be any elevation in the noise level resulting from this proposed use? No

If yes, please explain:

6. What is the expected number of customers/employees per day? N/A, Use will be
residential only.

7. Parking Requirements:

Commercial/Industrial: Paved parking will be provided for 3 vehicles, and
N/A ADA vehicle(s); with N/A loading spaces.

For more information please reference the Land Development Code Section 12.3.3.2.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, October 20, 2020

Re: Adopt a Resolution establishing and subscribing to a standard of care for organizations providing certain services to homeless persons in the City of Hattiesburg.
File Number: 2020-721
Minute Book #

Summary

Resolution supporting and subscribing to the Standard of Care document authored by members of the Pinebelt Coalition on Homelessness.

Recommendation Statement

I recommend consideration of this item on the City Council agenda.

Please place this on the October 20, 2020 City Council meeting for consideration.

RESOLUTION

ESTABLISHING AND SUBSCRIBING TO A STANDARD OF CARE FOR ORGANIZATIONS PROVIDING CERTAIN SERVICES TO HOMELESS PERSONS IN THE CITY OF HATTIESBURG

WHEREAS, the City of Hattiesburg is a longstanding member of the Pinebelt Coalition on Homelessness and consistently partners with agencies throughout the region in efforts to take a comprehensive approach to the issue of homelessness as well as a case-by-case approach with specific individuals,

WHEREAS, the Mayor and City Council of the City of Hattiesburg recognize that there are numerous causes and contributors to homelessness,

WHEREAS, the City of Hattiesburg has endeavored to make investment in the services and facilities available to individuals and families facing or at risk of homelessness,

WHEREAS, the Mayor and City Council of the City of Hattiesburg subscribe to the expectation that all citizens, residents, and visitors to the City of Hattiesburg deserve at minimum a certain base level of care and conditions and that the same expectation extends to those facing homelessness, and

WHEREAS, the Mayor and City Council of the City of Hattiesburg subscribe to the expectation that organizations and agencies providing services to individuals and families facing or at risk of homelessness should uphold a certain base level of care and conditions in providing said services,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hattiesburg that the City does hereby adopt and subscribe to the 2020 Standards of Care for Entities that Provide Shelter in Hattiesburg, which is a document authored by members of the Pinebelt Coalition on Homelessness in coordination with the City of Hattiesburg, as may be amended from time to time, and

BE IT FURTHER RESOLVED, that this adoption of Standards and the City's continued participation with the Pinebelt Coalition on Homelessness is conditioned upon the adoption of these, or higher, standards by other participating agencies of the Pinebelt Coalition on Homelessness, and

BE IT FURTHER RESOLVED, that the City's future coordination or partnership with agencies or organizations serving homeless individuals or families in Hattiesburg will be conditioned upon such agency or organization's adoption of these, or higher, standards.

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 roll call vote, to wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, on this 20th day of October, 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 20th day of October, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



**2020 Standards of Care
for Entities that Provide Shelter in
Hattiesburg, MS**

This document is to serve as the written standards by which those providing shelter, which includes but is not limited to, emergency shelter, transitional shelter, permanent supportive shelter, day shelter, and drop-in centers, are expected to follow. It shall serve as a basic guide to those that provide such services, in the way of care and safety of others.

Shelter includes any place that someone goes to be safe, whether temporary or more long-term. The agencies, faith-based entities, non-profits, and community members that form the Pine Belt Coalition on Homelessness support these standards, as well as the City of Hattiesburg.

These standards shall be reviewed and changed yearly, or as needed, as different circumstances arise and may not currently be addressed in this document.

ADMINISTRATION

1. The shelter shall be operated by a non-profit organization, recognized by the Internal Revenue Code.
2. Federal and State funded shelters shall not require clients to participate in religious services. The shelter shall not require clients to participate in religious services or other forms of religious expression.
3. The shelter shall not discriminate on the basis of race, religion, sexual orientation, or national origin. Shelters serving families with children shall also not discriminate on the basis of sex or age of the children or the size of the family, except where limited by the capacity of the facility. There may be guidelines within the shelter that do not allow a shelter to accept certain persons.
4. The shelter's Board of Directors shall consist of voluntary (unpaid) members. No additional board is needed if the shelter is part of a larger organization, i.e. Salvation Army, Pine Belt Mental Health.
5. The shelter's Board of Directors shall oversee the fiduciary responsibilities of the organization and shall meet at least quarterly and when needed. They shall set policies in conjunction with the Director or CEO. Minutes and attendance shall be kept at all meetings and stored electronically for auditing purposes.
6. The shelter's Board of Directors shall have staggered terms to ensure there is always new and fresh talent. A mixture of core competencies should also be represented on the Board of Directors that shall include but not be limited to finance, marketing, technical, entrepreneurial, legal, clergy, social work, and medical personnel.
7. The shelter shall have a secure, locked storage space for confidential documents relating to clients and personnel. Records for clients should stay on file for a minimum of 3

years. Personnel records should stay on record the length of employment and kept on file for an amount determined by the shelter's Board of Directors.

8. The shelter shall develop and implement procedures to ensure the confidentiality of records pertaining to any individuals provided family violence prevention or treatment services.
9. The shelter should have a policy manual which includes the shelter's purpose, population served, program description, non-discrimination policy and confidentiality statement. Shelters that are part of larger organizations are not required to have a separate manual as long as the original manual of the organization addresses the rights and responsibilities of the people they are serving.
10. The shelter shall provide for an evaluation of the effectiveness of the services offered, at least annually. A satisfaction survey may include the following: guest exit survey, house meetings, board evaluations of programs/services, staff evaluation of programs/services, or assessment of other shelter providers.

PERSONNEL

1. The shelter should have an organizational chart of all staff working in the shelter. There should be written job descriptions for each position type, which includes job responsibilities and qualifications for paid staff and volunteers.
2. The shelter should have written policies for the selection of all personnel, paid employees and volunteers, in conformance with federal and state guidelines, as required.
3. The shelter shall have adequate, trained, on-site staff coverage during all hours the shelter is open to clients. While the adequacy of staffing depends, in part, on the population being served, the physical layout of the facility and the time of day, the suggested staff to client ratio during awake hours is 1:25 (for family shelters) and 2:75 (for mass shelters). During sleeping hours for overnight shelter, it is suggested that there be a minimum of one staff person on duty, more than this is at the discretion of the program's Board.
4. All shelter staff shall receive training in at least the following:
 - a. Emergency evacuation procedures
 - b. Agency operating procedures
5. All relevant direct service staff should receive additional training in at least the following:
 - a. Non-violent crisis intervention techniques
 - b. Approaching & working with difficult people
 - c. Referral procedures to relevant community resources

- d. First aid and CPR procedures
 - e. Reporting abuse cases
 - f. Trauma Informed Care
 - g. Rapid Resolution or Diversion
 - h. Fair housing rights
 - i. HIPPA laws concerning medical record confidentiality
- *All direct service staff should have updated training in non-violent crisis intervention techniques and first aid procedures every two years.

FACILITY

1. The shelter shall comply with applicable local fire, environmental, health, and safety standards and regulations and pass all City Code Inspections.
2. The shelter shall be clean and in good repair, meaning free from dirt, and other pests, such as rodents and bed bugs. Regular maintenance should be performed within the shelter. The shelter shall have a regular maintenance and cleaning procedure and shall keep documentation that the procedure is followed.
3. The shelter should have reasonable access to transportation services. The purpose of this standard is to urge shelters to make efforts in assisting their clients with accessing transportation to the services needed to resolve their crisis of homelessness. A client's access to transportation services will vary depending on the location of the shelter to the services needed. For programs whose location does not afford reasonable access (within walking distance) to services, "reasonable access to transportation services" could include one of the following:
 - a. Bus fare, or gas money (when client lacks funds) for housing/employment/welfare appointments; to maintain a child's school attendance; for medical appointments as needed.
 - b. Assistance via car/van, or coordinated transportation with another agency, to get clients to a bus stop or to the services that are needed by the client.
4. The shelter, if overnight, shall provide a bed, with a framework with a mattress and fresh, clean coverings, or crib for each overnight guest. There shall be procedures to provide for the sanitizing of all linens and sleeping surfaces.
5. The shelter shall provide sufficient and clean showers/baths, wash basins and toilets which are in proper operating condition for personal hygiene. These should be adequate for the number of people served. Clean towels, soap, basic dental hygiene supplies, and toilet tissue shall be available to each client.
6. The shelter shall have confidential space to meet with clients. "Confidential space" is any space relatively free from constant interruptions and noise, which assures a client that her/his conversation will not be overheard by others in the shelter.

7. The shelter should have laundry facilities available to clients or a system available for like services. The purpose of this standard is to assist clients in having clean laundry as a means of preserving individual dignity as well as being presentable for appointments related to housing/welfare/employment. Programs that lack “in house” laundry facilities are asked to provide access to “like services” in order to be in compliance with this standard. “A system available for like services” could include one of the following:
 - a. Transportation to a local laundromat (if not within walking distance);
 - b. Cash assistance to do laundry (if client lacks income);
 - c. Coordinated services with another agency/organization.
8. The shelter should also have secure, locked storage space for clients’ belongings.
9. The shelter shall have a fire safety plan, that meets the local Fire Code, which includes at least the following:
 - a. Posted evacuation plan
 - b. Fire drills, conducted at least quarterly, unless the program is one in which clients reside in individual apartment-style units
 - c. Fire detection systems which conform to local building and fire codes
 - d. Adequate fire exits
 - e. Adequate emergency lighting
10. The shelter should have adequate provision of the following services:
 - a. Pest control services
 - b. Removal of garbage
 - c. Proper ventilation and heating/cooling systems
 - d. To ensure that entrances, exits, steps and walkways are kept clear of garbage and other debris, ice and snow and other hazards
11. The shelter shall provide adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. Sufficient electrical sources shall be provided to permit the use of essential electrical appliances while assuring safety from fire.
12. The shelter shall be free from illicit drugs, alcohol and weapons. Any medications need to be in a prescription bottle and have the client’s name on the bottle. Prescriptions shall be kept in a locked, secure location. Random drug testing may be conducted at will.

FISCAL MANAGEMENT

1. There shall be an accounting system which is maintained in accordance with Generally Accepted Accounting Principles (GAAP). Shelters should have an appropriate accounting system and internal fiscal control policies that are maintained in accordance with Generally Accepted Accounting Principles (GAAP).
2. The shelter shall have a record of accountability, to be signed by shelter personnel and the client, for any and all valuables the shelter is holding.
3. The shelter should have an annual financial statement or annual independent audit, as needed. The full financial review of all financial books and records should be conducted by a public accountant or a committee of members versed in accounting procedures. Reviewers should not be related to the treasurer(s), the CEO, or the Program Director.

FOOD SERVICE

1. Shelters providing food service shall make adequate provisions for the sanitary storage and preparation of foods based on standards set forth by the Department of Health. They shall have appropriate staff certified through the Mississippi Department of Health Food Safety Trainings.
2. Shelters providing food for infants, young children and pregnant mothers should make provision to meet their special nutritional needs, including a list of local breast-feeding support resources.
3. Shelters shall provide or arrange food services to clients or make known the available services nearby.
4. Shelters providing food service or bringing food into the shelter regularly (catered, boxed, or bagged lunch, etc.) shall have adequate waste management facilities where required by local land use and building codes.

HEALTH

1. The shelter shall have available at all times first aid equipment and supplies in case of a medical emergency.
2. All staff on duty shall have access to a telephone. Emergency telephone numbers shall be posted conspicuously near the telephone.
3. The shelter shall assure that at least one person on duty is trained in emergency first aid procedures, including CPR and non-violent crisis intervention. For shelters that do not have 24-hour staff coverage, this standard is void at those times where a staff person is not on duty.

4. The shelter shall have a procedure for making referrals to appropriate medical providers.
5. The shelter shall have a written policy regarding the possession and use of controlled substances, as well as, prescription and over the counter medication. Facilities without nurses should use 'Self Administration of Medication' which is facilitated by agency staff or volunteer. The policy will also include acceptance of consequences if a resident chooses to use illicit drugs or alcohol on the premises, which should NOT be tolerated for the safety & well-being of the other residents.
6. The shelter shall have a written policy regarding the control of infectious diseases (HIV, tuberculosis, etc.) and utilize universal precautions at all times. The shelter shall have a written policy regarding the disposal of hazardous bio-waste products.
7. The shelter shall have policies to assist people with the ADA (Americans Disabilities Act); limited English proficiency; non-discrimination; and sensory or speech impairment.
8. The shelter shall provide a locked place for the storage of controlled substances, syringes and other sharp objects.

OPERATIONS

1. The shelter shall provide the following basic needs:
 - a. Humane care which preserves the individual dignity
 - b. A clean environment
 - c. Reasonable accommodations
 - d. Reasonable security
 - e. Referrals to other agencies
2. The shelter should have written policies for intake of clients and criteria for admitting people to the shelter.
3. The shelter shall maintain an attendance list which includes all basic demographic information, the name, date of birth, race, sex or gender identification of each person residing in the shelter at any or all given time(s).
4. The shelter shall post and read, or otherwise make known, the rules, regulations and procedures of the shelter. These shall be reviewed with each client during the initial intake and on some regular basis, either quarterly or monthly.
5. The shelter shall post and read, or otherwise make known, the rights and responsibilities of shelter clients that shall include a grievance procedure for addressing potential violations of their rights.

6. The shelter shall report child, elder, and any other abuse and endangerment as required by law.
7. The shelter shall only require clients to perform duties directly related to daily living activities within the shelter.
8. The shelter shall provide access to a public or private telephone for use by shelter clients to make and receive calls. Calls may be limited per shelter regulations for safety reasons.
9. The shelter shall maintain records to document services provided to each client.
10. The shelter shall provide accommodations for shelter clients to store personal belongings.
11. The shelter shall provide a safe, secure environment and have policies to regulate access.
12. The shelter shall have a policy regarding the control of weapons.
13. The shelter shall encourage the involvement of clients in the decision-making processes of the shelter. This can be accomplished in a variety of ways, including having resident advisory councils to give input into the operations of the shelter, or having homeless or formerly homeless people on the Board, or having homeless or formerly homeless people trained and hired as staff, etc.
14. The shelter shall allow current clients to use the shelter's address as a legal residence for the purpose of voter registration and the receipt of public benefits. If the shelter decides to serve their clients in this manner, mail should be sorted regularly and be kept in a safe, secured location. It must be regularly accessible to the clients receiving their mail at said facility.
15. The shelter shall maintain a daily log to record, at a minimum, all unusual or significant incidents.
16. The shelter shall have written policies for consensual and nonconsensual searches.
17. All missing property, monies or medicine will be investigated and corrective actions put in place with dates for implementation. Clients/residents shall not be prohibited from filing police reports, nor shall such action be cause for dismissal.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, October 20, 2020

Re: Adopt a Resolution authorizing Requisition No. 73 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: 2020-731
Minute Book #

Summary

Adopt a Resolution authorizing Requisition No. 73 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 October 20, 2020 City Council meeting for consideration.

The City Council of the City of Hattiesburg, Mississippi (the “City”) acting for and on behalf of the City, took up for consideration the matter of requesting and authorizing Requisition No. **73** from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated August 18, 2016. After discussion of the subject, Council Member _____ offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE “CITY”) AUTHORIZING REQUISITION NO. 73 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, on August 18, 2016 the City entered into a loan with the Mississippi Development Bank in an amount not to exceed \$25,000,000 (the “Loan”) pursuant to the terms and conditions of that certain loan agreement, dated as of August 18, 2016, by and between the Mississippi Development Bank and the City (the “Loan Agreement”).

Whereas, the City Council of the City now finds it necessary to approve Requisition No. **73** from the Project Fund Construction Account under the Loan in the total aggregate amount of **\$171,871.62** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI:

SECTION 1. The City Council of the City hereby authorizes and approves Requisition No. **73** from the Project Fund Construction Account under the Loan in the total aggregate amount of **One Hundred Seventy-One Thousand Eight Hundred Seventy-One and 62/100 dollars (\$171,871.62)** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Regions Bank, as Trustee to disburse funds of Requisition No. **73** in the total aggregate amount **One Hundred Seventy-One Thousand Eight Hundred Seventy-One and 62/100 dollars (\$171,871.62)** as authorized herein, 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.

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 **20th** day of **October, 2020**.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **20th** day of **October, 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.: 73

DATE OF REQUISITION: 10/20/2020

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	DNA Underground, LLC 16101 S. Swan Road Gulfport, MS 39503	093695.7220.74	132,384.12	Pay App. No. 14	Sewer Improvements Ph XII Period: 9/1/20 - 10/03/20 MB 2019-58
2	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7245.51	4,670.00	21691	Water Ph II - Palmers Crossing Period: 08/23/20 - 09/26/20 MB 2011-4/89-110 SDW #1273-W007
3	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.74	18,525.00	21690	Sewer Improvements Ph XII Period: 08/23/20 - 09/26/20 MB 2011-4/89-110 SDW #1273-S012
4	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7245.13	3,485.00	21649	Katie Ave & Arledge St Infrastructure Period: 08/23/20 - 09/26/20 MB 2018-25 SDW #11258
5	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.75	9,595.00	21687	CIPP Project Period: 08/23/20 - 09/26/20 MB 2011-4/89-110 SDW #11256
6	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.70	3,212.50	21319	Sewer Improvements Ph VIII - Camp St. Area Period: 01/26/20 - 02/29/20 MB 2011-4/89-110 SDW #1273-S010
			<u>171,871.62</u>		



Engineering Progress

October 7, 2020

DNA Underground

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

Attn: Lamar Rutland, P.E.

**RE: Comprehensive Sewer Improvements Ph XII
City of Hattiesburg**

Dear Mr. Rutland:

Enclosed please find Pay Estimate No. 14 in the amount of \$132,384.12 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

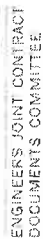
/md

cc: DNA Underground, LLC
SDW files

093695.7220.74

MTB 2019-58





41

10/5/2020

Approved Change Orders			
Number	Additions	Deductions	
1.	ORIGINAL CONTRACT PRICE.....		\$ 1,913,694.00
2.	Net change by Change Orders.....		\$
3.	Current Contract Price (Line 1 ± 2).....		\$ 1,913,694.00
4.	TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....		\$ 1,604,589.30
5.	RETAINAGE:		
	a. 5% X \$1,604,589.30 Work Completed.....		\$ 80,229.47
	b. 5% X _____ Stored Material.....		\$
	c. Total Retainage (Line 5.a + Line 5.b).....		\$ 80,229.47
6.	AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....		\$ 1,524,359.84
7.	LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....		\$ 1,391,975.72
8.	AMOUNT DUE THIS APPLICATION.....		\$ 132,384.12
9.	BALANCE TO FINISH, PLUS RETAINAGE		
	(Column G total on Progress Estimates + Line 5.c above).....		\$ 939,334.17
TOTALS			
NET CHANGE BY			
CHANGE ORDERS			

I hereby certify that the labor and materials listed on this request for payment has 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:

(Line 8 or other - attach explanation of the other amount)

(Date)

(Line 8 or other - attach explanation of the other amount)

(Date)

(Date)

EJCDC® C-620 Director's Application for Payment
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Progress Estimate - Unit Price Work

Contractor's Application

Comprehensive Sewer Improvements - Phase XII														Application Number: 14									
Application Period: 9/1/20 to 10/3/20														Application Date: 5-Oct-20									
A														B		C		D		E		F	
Item		Contract Information			B		C		D		E		F		G		H						
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value	of Item (\$)	Quantity Previous App	Value Previous	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored	Total Completed and Stored to Date (E+F+G)	% (H / B)	Balance to Finish (B - H)									
Sewer Pipe Items																							
1	4" PVC Sewer Force Main (All Depths)(Open Cut)	40	LF	\$ 30.00	\$ 1,200.00			\$ -						\$ 1,200.00									
2	6" PVC Sewer Force Main (All Depths)(Open Cut)	40	LF	\$ 32.00	\$ 1,280.00			\$ -						\$ 1,280.00									
3	8" SDR 26 PVC Sewer Pipe (0'-6")(Open Cut) and Carrier Pipe)	1152	LF	\$ 36.00	\$ 41,472.00		847	\$ 30,492.00				\$30,492.00	73.5%	\$ 10,980.00									
4	8" SDR 26 PVC Sewer Pipe (6'-8")(Open Cut)	806	LF	\$ 38.00	\$ 30,628.00		1183.5	\$ 44,973.00				\$44,973.00	146.8%	\$ (14,345.00)									
5	8" SDR 26 PVC Sewer Pipe (8'-10")(Open Cut)	202	LF	\$ 40.00	\$ 8,080.00		235	\$ 9,400.00				\$9,400.00	116.3%	\$ (1,320.00)									
6	8" SDR 26 PVC Sewer Pipe (10'-12")(Open Cut)	40	LF	\$ 50.00	\$ 2,000.00			\$ -						\$ 2,000.00									
7	8" SDR 26 PVC Sewer Pipe (12'-14")(Open Cut)	40	LF	\$ 70.00	\$ 2,800.00			\$ -						\$ 2,800.00									
8	8" SDR 26 PVC Sewer Pipe (14'-16")(Open Cut)	20	LF	\$ 80.00	\$ 1,600.00			\$ -						\$ 1,600.00									
9	8" SDR 26 PVC Sewer Pipe (16'-18")(Open Cut)	20	LF	\$ 100.00	\$ 2,000.00			\$ -						\$ 2,000.00									
10	8" SDR 26 PVC Sewer Pipe (18'-20")(Open Cut)	20	LF	\$ 120.00	\$ 2,400.00			\$ -						\$ 2,400.00									
11	8" SDR 26 PVC Sewer Pipe (20'-22")(Open Cut)	20	LF	\$ 150.00	\$ 3,000.00			\$ -						\$ 3,000.00									
12	8" SDR 26 PVC Sewer Pipe (All Depths)(Bored)(No Casting)	120	LF	\$ 80.00	\$ 9,600.00			\$ -						\$ 9,600.00									
13	10" SDR 26 PVC Sewer Pipe (10'-12")(Open Cut)	20	LF	\$ 80.00	\$ 1,600.00		21	\$ 1,680.00				\$1,680.00	105.0%	\$ (80.00)									
14	12" SDR 26 PVC Sewer Pipe (10'-12")(Open Cut)	20	LF	\$ 85.00	\$ 1,700.00		19	\$ 1,615.00				\$1,615.00	95.0%	\$ 85.00									
15	12" SDR 26 PVC Sewer Pipe (12'-14")(Open Cut)	40	LF	\$ 90.00	\$ 3,600.00		40	\$ 3,600.00				\$3,600.00	100.0%	\$ -									
16	15" SDR 26 PVC Sewer Pipe (12'-14")(Open Cut)	20	LF	\$ 120.00	\$ 2,400.00		20	\$ 2,400.00				\$2,400.00	100.0%	\$ -									
17	18" PS115 PVC Sewer Pipe (0'-6")(Open Cut and Carrier Pipe)	200	LF	\$ 48.00	\$ 9,600.00		200	\$ 9,600.00				\$9,600.00	100.0%	\$ -									
18	18" PS115 PVC Sewer Pipe (8'-10")(Open Cut)	311	LF	\$ 58.00	\$ 18,038.00		328	\$ 19,024.00				\$19,024.00	105.5%	\$ (986.00)									
19	18" PS115 PVC Sewer Pipe (10'-12")(Open Cut)	996	LF	\$ 62.00	\$ 61,752.00		1066	\$ 66,092.00				\$66,092.00	107.0%	\$ (4,340.00)									
20	18" PS115 PVC Sewer Pipe (12'-14")(Open Cut)	848	LF	\$ 72.00	\$ 61,056.00		774	\$ 55,728.00				\$55,728.00	91.3%	\$ 5,328.00									
21	18" PS115 PVC Sewer Pipe (14'-18")(Open Cut)	428	LF	\$ 82.00	\$ 35,096.00		392	\$ 32,144.00				\$32,144.00	91.6%	\$ 2,952.00									
22	18" PS115 PVC Sewer Pipe (16'-18")(Open Cut)	737	LF	\$ 98.00	\$ 72,226.00		735	\$ 72,030.00				\$72,030.00	99.7%	\$ 196.00									
23	18" PS115 PVC Sewer Pipe (18'-20")(Open Cut)	636	LF	\$ 130.00	\$ 82,680.00		173	\$ 22,490.00				\$22,490.00	27.2%	\$ 60,190.00									
24	18" PS115 PVC Sewer Pipe (20'-22")(Open Cut)	20	LF	\$ 152.00	\$ 3,040.00		483	\$ 73,416.00				\$73,416.00	2415.0%	\$ (70,376.00)									
25	8" Ductile Iron Sewer Pipe (0'-6")(Open Cut)	240	LF	\$ 50.00	\$ 12,000.00		246	\$ 12,300.00				\$12,300.00	102.5%	\$ (300.00)									
26	8" Ductile Iron Sewer Pipe (0'-6")(Open Cut-Encased in concrete)	160	LF	\$ 80.00	\$ 12,800.00		160	\$ 12,800.00				\$12,800.00	100.0%	\$ -									
27	12" Steel Casing (0.25" WT)(All Depths)(Bored)	160	LF	\$ 205.00	\$ 32,800.00		247	\$ 50,635.00				\$50,635.00	154.4%	\$ (17,835.00)									
28	24" Steel Casing (0.25" WT)(All Depths)(Bored)	260	LF	\$ 285.00	\$ 74,100.00		200	\$ 57,000.00				\$57,000.00	76.9%	\$ 17,100.00									

Progress Estimate - Unit Price Work

Contractor's Application

Comprehensive Sewer Improvements - Phase XII														Application Number: 14					
Application Period: 9/1/20 to 10/3/20														Application Date: 5-Oct-20					
Item		A			B			C			D			E			F		
Bid Item No.	Description	Contract Information			Quantity Previous App	Value Previous	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored	Total Completed and Stored to Date (E+F+G)	% (H / B)	Balance to Finish (B - H)							
		Item Quantity	Units	Unit Price									Total Value	of Item (\$)					
29	Removal of Existing Sewer Line	4560	LF	\$ 4.00	\$ 18,240.00	4345	\$ 17,380.00			\$17,380.00	95.3%	\$ 860.00							
30	Abandonment of Existing Sewer Line (All Sizes)	150	LS	\$ 10.00	\$ 1,500.00		\$ -					\$ 1,500.00							
31	Tracer Wire System for Sewer	1	LS	\$ 5,800.00	\$ 5,800.00	1	\$ 5,800.00			\$5,800.00	100.0%	\$ -							
	Sewer Manhole Items																		
32	48" Precast Concrete Sewer Manhole (0'-6")	1	EA	\$ 4,000.00	\$ 4,000.00	1	\$ 4,000.00			\$4,000.00	100.0%	\$ -							
33	48" Precast Concrete Sewer Manhole (0'-6") (Flat Top)	1	EA	\$ 4,000.00	\$ 4,000.00	1	\$ 4,000.00			\$4,000.00	100.0%	\$ -							
34	48" Precast Concrete Sewer Manhole (6'-8")	5	EA	\$ 4,500.00	\$ 22,500.00	8	\$ 36,000.00			\$36,000.00	160.0%	\$ (13,500.00)							
35	48" Precast Concrete Sewer Manhole (6'-8") (Doghouse)	1	EA	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00			\$5,000.00	100.0%	\$ -							
36	60" Precast Concrete Sewer Manhole (10'-12")	6	EA	\$ 7,000.00	\$ 42,000.00	6	\$ 42,000.00			\$42,000.00	100.0%	\$ -							
37	60" Precast Concrete Sewer Manhole (12'-14")	2	EA	\$ 8,500.00	\$ 17,000.00	3	\$ 25,500.00			\$25,500.00	150.0%	\$ (8,500.00)							
38	60" Precast Concrete Sewer Manhole (14'-16")	3	EA	\$ 9,000.00	\$ 27,000.00	2	\$ 18,000.00			\$18,000.00	66.7%	\$ 9,000.00							
39	60" Precast Concrete Sewer Manhole (16'-18")	2	EA	\$ 10,000.00	\$ 20,000.00	2	\$ 20,000.00			\$20,000.00	100.0%	\$ -							
40	60" Precast Concrete Sewer Manhole (18'-20")	1	EA	\$ 11,800.00	\$ 11,800.00		\$ -					\$ 11,800.00							
41	60" Precast Concrete Sewer Manhole (20'-22")	1	EA	\$ 12,500.00	\$ 12,500.00	2	\$ 25,000.00			\$25,000.00	200.0%	\$ (12,500.00)							
42	72" Precast Concrete Sewer Manhole (10'-12")	1	EA	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00			\$10,000.00	100.0%	\$ -							
43	72" Precast Concrete Sewer Manhole (16'-18")	1	EA	\$ 14,000.00	\$ 14,000.00	1	\$ 14,000.00			\$14,000.00	100.0%	\$ -							
44	Demolition and Removal of Existing Manhole (All Depths & Types)	18	EA	\$ 450.00	\$ 8,100.00	17	\$ 7,650.00			\$7,650.00	94.4%	\$ 450.00							
45	Abandonment of Existing Manholes	1	EA	\$ 800.00	\$ 800.00		\$ -					\$ 800.00							
46	Drop Manhole Assembly (All Depths)	10	EA	\$ 2,500.00	\$ 25,000.00	9	\$ 22,500.00			\$22,500.00	90.0%	\$ 2,500.00							
	Sewer Service Items																		
47	4" Sanitary Sewer Service Cleanout (As Detailed)	80	EA	\$ 200.00	\$ 16,000.00	78	\$ 15,600.00			\$15,600.00	97.5%	\$ 400.00							
48	4" SDR 26 PVC Pipe Sanitary Sewer Service (Incl. fittings)(All Depths)	800	LF	\$ 12.00	\$ 9,600.00	214	\$ 2,568.00			\$2,568.00	26.8%	\$ 7,032.00							
49	6" SDR 26 PVC Pipe Sanitary Sewer Service (Incl. Fittings)(All Depths)	1320	LF	\$ 12.00	\$ 15,840.00	1361	\$ 16,332.00			\$16,332.00	103.1%	\$ (492.00)							
50	6" SDR 26 PVC Pipe Sanitary Sewer Service (Incl. Fittings)(Bored)	990	LF	\$ 32.00	\$ 31,680.00	1038	\$ 33,216.00			\$33,216.00	104.8%	\$ (1,536.00)							
51	8"x8"x6" PVC Service Tee	21	EA	\$ 150.00	\$ 3,150.00	17	\$ 2,550.00			\$2,550.00	81.0%	\$ 600.00							
52	6" Service Insert-a-tee (for 18" PS115 Sewer Lines)	61	EA	\$ 300.00	\$ 18,300.00	58	\$ 17,400.00			\$17,400.00	95.1%	\$ 900.00							
	Miscellaneous Construction Items																		

Progress Estimate - Unit Price Work

Contractor's Application

Comprehensive Sewer Improvements - Phase XII															
For Contract:															
Application Period: 9/1/20 to 10/3/20															
Application Number: 14															
Application Date: 5-Oct-20															
A				B			C	E	C	D	E	F			
Item		Contract Information			Total Value		of Item (\$)	Quantity Previous App	Value Previous	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored	Total Completed and Stored to Date (E+F+G)	% (H / B)	Balance to Finish (B - H)
Bid Item No.	Description	Item Quantity	Units	Unit Price											
53	Water Service Repair (Incl. Service Tubing, Fittings, Corp Stop, Curb Stop, Tapping Saddle, Etc.) (No Meter)(Match Existing Size)(As Directed on Oak Forrest Dr Only)	34	EA	\$ 350.00	\$ 11,900.00			11	\$ 3,850.00				\$3,850.00	32.4%	\$ 8,050.00
54	Crushed Aggregate (Size 610) for Trench Repair in Paved Areas	640	Ton	\$ 50.00	\$ 32,000.00			2509.73	\$ 125,486.50	20.87	\$1,043.50		\$126,530.00	395.4%	\$ (94,530.00)
55	Select Fill Material (Class 9, Group C), LVM, for Trench Repair in Paved Areas	58200	CY	\$ 7.00	\$ 407,400.00			16710	\$ 116,970.00				\$116,970.00	28.7%	\$ 290,430.00
56	Concrete Pavement Repair (All Depths)	380	SY	\$ 50.00	\$ 19,000.00			238.7	\$ 11,435.00	420.1	\$21,005.00		\$32,440.00	170.7%	\$ (13,440.00)
57	9.5 mm Hot Mix Asphalt	460	Ton	\$ 180.00	\$ 82,800.00				\$ -						\$ 82,800.00
58	19mm Hot Mix Asphalt	430	Ton	\$ 180.00	\$ 77,400.00			20.42	\$ 3,675.60	375.99	\$67,678.20		\$71,353.80	92.2%	\$ 6,046.20
59	Concrete Sidewalk Repair (All Depths)	56	SY	\$ 50.00	\$ 2,800.00			24.03	\$ 1,201.50	66.9	\$3,345.00		\$4,546.50	162.4%	\$ (1,746.50)
60	Concrete Curb & Gutter (Match Existing Type)	20	LF	\$ 25.00	\$ 500.00				\$ -						\$ 500.00
61	Class "B" Concrete, Minor Structures	2	CY	\$ 1,000.00	\$ 2,000.00			0.5	\$ 500.00				\$500.00	25.0%	\$ 1,500.00
62	Reinforcing Steel	76	LBS	\$ 2.00	\$ 152.00				\$ -						\$ 152.00
63	Inlet Castings	444	LBS	\$ 3.00	\$ 1,332.00				\$ -						\$ 1,332.00
64	12" Corrugated HDPE Pipe (Dual Wall)(Incl. Bedding)	352	LF	\$ 38.00	\$ 13,376.00			326	\$ 12,388.00				\$12,388.00	92.6%	\$ 988.00
65	15" Corrugated HDPE Pipe (Dual Wall)(Incl. Bedding)	8	LF	\$ 50.00	\$ 400.00			36	\$ 1,800.00				\$1,800.00	450.0%	\$ (1,400.00)
66	18" Corrugated HDPE Pipe (Dual Wall)(Incl. Bedding)	8	LF	\$ 60.00	\$ 480.00			60	\$ 3,600.00				\$3,600.00	750.0%	\$ (3,120.00)
67	15" Reinforced Concrete Pipe (Class III)(Rubber Gaskets)	16	LF	\$ 48.00	\$ 768.00			85	\$ 4,080.00				\$4,080.00	531.3%	\$ (3,312.00)
68	18" Reinforced Concrete Pipe (Class III)(Rubber Gaskets)	8	LF	\$ 58.00	\$ 464.00				\$ -						\$ 464.00
69	24" Reinforced Concrete Pipe (Class III)(Rubber Gaskets)	32	LF	\$ 68.00	\$ 2,176.00			48	\$ 3,264.00				\$3,264.00	150.0%	\$ (1,088.00)
70	15" Reinforced Concrete Pipe Flared End Section	1	EA	\$ 1,200.00	\$ 1,200.00				\$ -						\$ 1,200.00
71	Removal of Existing Pipe Drains (All Sizes and Depths)	230	LF	\$ 4.00	\$ 920.00			948	\$ 3,792.00				\$3,792.00	412.2%	\$ (2,872.00)
72	Removal of Existing Corrugated HDPE Pipe (All Sizes and Depths) and Reset	432	LF	\$ 4.00	\$ 1,728.00				\$ -						\$ 1,728.00
73	Remove, Salvage and Reset Existing Wood Fence	40	LF	\$ 25.00	\$ 1,000.00				\$ -	168	\$4,200.00		\$4,200.00	420.0%	\$ (3,200.00)
74	Remove, Salvage and Reset Existing Chain Link Fence	40	LF	\$ 35.00	\$ 1,400.00				\$ -						\$ 1,400.00
75	6" Yellow Thermoplastic Detail Traffic Stripe	150	LF	\$ 20.00	\$ 3,000.00				\$ -						\$ 3,000.00
76	Legend White Thermoplastic Traffic Marking [6" Equivalent]	148	LF	\$ 20.00	\$ 2,960.00				\$ -						\$ 2,960.00
77	Solid Sod (Incl. Sod, Top Soil, Fertilizer, Watering, etc.)	5530	SY	\$ 6.00	\$ 33,180.00				\$ -	6000	\$36,000.00		\$36,000.00	108.5%	\$ (2,820.00)
78	Landscape Restoration (Incl. Top Soil, Plants, Mulch, Watering, etc.)	1500	SF	\$ 6.00	\$ 9,000.00				\$ -						\$ 9,000.00
79	Clearing and Grubbing	1	LS	\$ 5,000.00	\$ 5,000.00			1	\$ 5,000.00				\$5,000.00	100.0%	\$ -

Contractor's Application

Comprehensive Sewer Improvements - Phase XII													
For Contract:													
Application Period:		9/1/20 to 10/3/20											
Application Number:		14											
Application Date:		5-Oct-20											
A		B			C	E	C	D	E	F			
Item		Contract Information				Quantity Previous App	Value Previous	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored	Total Completed and Stored to Date (E+F+G)	% (H / B)	Balance to Finish (B - H)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)								
80	Temporary Erosion Control	1	LS	\$ 20,000.00	\$ 20,000.00	0.766	\$ 15,320.00	0.076	\$1,520.00		\$16,840.00	84.2%	\$ 3,160.00
81	Maintenance of Traffic	1	LS	\$ 60,000.00	\$ 60,000.00	0.766	\$ 45,960.00	0.076	\$4,560.00		\$50,520.00	84.2%	\$ 9,480.00
82	Mobilization	1	LS	\$ 185,000.00	\$ 185,000.00	1	\$ 185,000.00				\$185,000.00	100.0%	\$ -
Totals					\$ 1,913,694.00		\$ 1,465,237.60		\$139,351.70		\$1,604,589.30	83.8%	\$ 309,104.70



CITY OF HATTIESBURG
P. O. BOX 1898
HATTIESBURG, MS 39403-1898

October 1, 2020
Project No: 1273-W007
Invoice No: 21691

Project Manager Kyle Wallace
Project 1273-W007 ComSWIP Water Phase II - Palmers Crossing

Professional Services from August 23, 2020 to September 26, 2020

Phase AS Additional Services - Geotechnical Repor

Total Fee 4,500.00

Total Earned	4,500.00
Previous Fee Billing	4,500.00
Current Fee Billing	0.00
Total Fee	0.00

Consultants

W Geotechnical and Testing, Inc.

Total Consultants

	4,370.00	
1.0 times	4,370.00	4,370.00
Total this Phase		\$4,370.00

Phase CM Palmer's Crossing - Construction Phase

Professional Personnel

	Hours	Rate	Amount
PROJECT ENGINEER			
Wallace, Kyle	2.00	150.00	300.00
Totals	2.00		300.00
Total Labor			300.00
Total this Phase			\$300.00
Total this Invoice			\$4,670.00

Please make checks payable to Shows, Dearman and Waits, Inc. Thank you.

093695.7245.51

MB 2011-4/89-110

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | sd-w.com



CITY OF HATTIESBURG
P. O. BOX 1898
HATTIESBURG, MS 39403-1898

October 1, 2020
Project No: 1273-S012
Invoice No: 21690

Project Manager Kyle Wallace

Project 1273-S012 COMSWIP Sewer Improv. Phase XII - J Ed Turner & Forrest Ave.

Professional Services from August 23, 2020 to September 26, 2020

Phase CM Construction Management

Professional Personnel

	Hours	Rate	Amount	
RESIDENT PROJECT REPRESENTATIVE				
Phillips, Michael	5.00	85.00	425.00	
Tingle, William	167.50	95.00	15,912.50	
PROJECT ENGINEER				
Wallace, Kyle	12.50	175.00	2,187.50	
Totals	185.00		18,525.00	
Total Labor				18,525.00
		Total this Phase		\$18,525.00
		Total this Invoice		\$18,525.00

Please make checks payable to Shows, Dearman and Waits, Inc. Thank you.

093695.7220.74
MB 2011-4/89-110

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CITY OF HATTIESBURG
P. O. BOX 1898
HATTIESBURG, MS 39403-1898

October 1, 2020
Project No: 11258
Invoice No: 21649

Project Manager Shea McNease

Project 11258 Infrastructure Improvements on Katie Ave & Arledge St

Professional Services from August 23, 2020 to September 26, 2020

Phase CM Construction Management

Professional Personnel

	Hours	Rate	Amount
RESIDENT PROJECT REPRESENTATIVE			
Jackson, Terry	41.00	85.00	3,485.00
Totals	41.00		3,485.00
Total Labor			3,485.00
		Total this Phase	\$3,485.00
		Total this Invoice	\$3,485.00

Please make checks payable to Shows, Dearman and Waits, Inc. Thank you.

093695.7245.13
MB 2018-25



CITY OF HATTIESBURG
P. O. BOX 1898
HATTIESBURG, MS 39403-1898

October 1, 2020
Project No: 11256
Invoice No: 21687

Project Manager Kyle Wallace
Project 11256 CIPP Sewer in Various Locations

Professional Services from August 23, 2020 to September 26, 2020

Phase CM Construction Phase Services

Professional Personnel

	Hours	Rate	Amount	
RESIDENT PROJECT REPRESENTATIVE				
Jackson, Terry	47.00	85.00	3,995.00	
PROJECT ENGINEER				
McNease, Shea	3.00	175.00	525.00	
Wallace, Kyle	25.00	175.00	4,375.00	
Weeks, John	4.00	175.00	700.00	
Totals	79.00		9,595.00	
Total Labor				9,595.00
		Total this Phase		\$9,595.00
		Total this Invoice		\$9,595.00

Please make checks payable to Shows, Dearman and Waits, Inc. Thank you.

093695.7220.75
MB 2011-4/89-110

OR 227591



CITY OF HATTIESBURG
P. O. BOX 1898
HATTIESBURG, MS 39403-1898

March 5, 2020
Project No: 1273-S010
Invoice No: 21319

Project Manager John Weeks

Project 1273-S010 ComSWIP Sewer Phase VIII - Camp St. Area

Professional Services from January 26, 2020 to February 29, 2020

Phase CM Construction Phase Services

Professional Personnel

	Hours	Rate	Amount	
CADD TECHNICIAN I				
Simmons, Skyler	4.00	90.00	360.00	
RESIDENT PROJECT REPRESENTATIVE				
Tingle, William	7.00	95.00	665.00	
PROJECT ENGINEER				
Weeks, John	12.50	175.00	2,187.50	
Totals	23.50		3,212.50	
Total Labor				3,212.50
		Total this Phase		\$3,212.50
		Total this Invoice		\$3,212.50

Please make checks payable to Shows, Dearman and Waits, Inc. Thank you.

093695.7220.70

MB 2011-4/89-110

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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

The City Council of the City of Hattiesburg, Mississippi (the “City”) acting for and on behalf of the City, took up for consideration the matter of requesting and authorizing Requisition No. **73** from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated August 18, 2016. After discussion of the subject, Council Member _____ offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE “CITY”) AUTHORIZING REQUISITION NO. 73 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, on August 18, 2016 the City entered into a loan with the Mississippi Development Bank in an amount not to exceed \$25,000,000 (the “Loan”) pursuant to the terms and conditions of that certain loan agreement, dated as of August 18, 2016, by and between the Mississippi Development Bank and the City (the “Loan Agreement”).

Whereas, the City Council of the City now finds it necessary to approve Requisition No. **73** from the Project Fund Construction Account under the Loan in the total aggregate amount of **\$171,871.62** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI:

SECTION 1. The City Council of the City hereby authorizes and approves Requisition No. **73** from the Project Fund Construction Account under the Loan in the total aggregate amount of **One Hundred Seventy-One Thousand Eight Hundred Seventy-One and 62/100 dollars (\$171,871.62)** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Regions Bank, as Trustee to disburse funds of Requisition No. **73** in the total aggregate amount **One Hundred Seventy-One Thousand Eight Hundred Seventy-One and 62/100 dollars (\$171,871.62)** as authorized herein, 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.

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 **20th** day of **October, 2020**.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **20th** day of **October, 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

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

CITY OF HATTIESBURG

AND

NEEL-SCHAFFER, INC.

This is an Agreement made on _____, 2020, between the CITY of HATTIESBURG, the OWNER, and NEEL-SCHAFFER, INC., the ENGINEER.

The project will generally consist of the creation of Gordon's Creek Commons near the intersection of Hardy Street, Pine Street and Gordon's Creek to include all scope of work items not included in the City's 2020 Transportation Alternatives Program grant application.

The Project is described in more detail in *Exhibit A, Project Description*, shown in *Exhibit A-1, Project Map* and hereinafter called the "Project."

The OWNER and the ENGINEER, in consideration of the mutual covenants herein, agree with respect to the performance of professional engineering services by the ENGINEER with respect to the Project and the payment for these services by the OWNER as set forth herein.

SECTION 1 — BASIC SERVICES OF ENGINEER

1.1 **ENGINEER** shall provide for **OWNER** professional engineering services for Design and Construction Engineering & Inspection (CEI) of the **Project** to which this **Agreement** applies as hereinafter provided. These services will include serving as **OWNER's** professional engineering representative for the **Project**, providing consultation and advice and furnishing customary engineering services.

1.2 By execution of this **Agreement**, **OWNER** authorizes **ENGINEER** to provide Basic Services for the Design & CEI Phases of the **Project** in accordance with **Exhibit B, "Scope of Design & CEI Phase Services."**

1.3 When authorized in writing by **OWNER**, **ENGINEER** shall provide Basic Services for the Construction Phase of the **Project**.

SECTION 2 — ADDITIONAL SERVICES OF ENGINEER

If authorized in writing by **OWNER**, **ENGINEER** shall provide, or obtain from other qualified persons or firms, Additional Services which are not included as part of the Basic Services specified in Section 1. Additional Services shall include, but are not limited to, the following:

2.1. Services resulting from material changes in the general scope, extent or character of the **Project** designed or specified by **ENGINEER** or its design including, but not limited to, changes in size, complexity, **OWNER's** schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond **ENGINEER's** control.

2.2. Preparing documents for alternate bids requested by **OWNER** for Contractor's work which is not executed or documents for out-of-sequence work.

2.3. Services resulting from the award of more than one separate prime contract for construction, materials or equipment for the **Project** unless multiple awards were contemplated and included as part of Basic Services in Section 1.

2.4. Assistance in connection with rebidding or renegotiating contracts for construction which involve modifying the Contract Documents to revise the **Project's** general scope, extent or character as

necessary to reduce or increase the Construction Cost to bring it within the cost limit.

2.5. Preparing to serve or serving as a consultant or witness for **OWNER** in any litigation, arbitration or other legal or administrative proceeding involving the **Project**.

2.6. Services in making revisions to Contract Documents occasioned by the acceptance of substitutions proposed by Contractor; and services after the award of the construction contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.

2.7. Services resulting from significant delays in Project schedule which occurred through no fault of **ENGINEER**.

2.8. Additional or extended services during construction made necessary by (a) work damaged by fire or other cause during construction; (b) a significant amount of defective, neglected or delayed work of Contractor or supplier; (c) protracted or extensive assistance in the startup or utilization of any equipment or system; (d) acceleration of the progress schedule involving services beyond normal working hours; and (e) default or bankruptcy by Contractor.

2.9. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the **Project**.

2.10. Services during out-of-town travel required of **ENGINEER** other than visits to the **Project** site or **OWNER's** office.

2.11. Additional Services in connection with the **Project**, including services which are to be furnished by **OWNER** in accordance with Section 3 and services not otherwise provided for in Basic Services as specified in Section 1 of this **Agreement**.

SECTION 3 — OWNER's RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of **ENGINEER** and bear all costs incident thereto:

3.1. Designate in writing a person to act as **OWNER's** representative with respect to the services to be rendered under this **Agreement**. Such person shall have complete authority to transmit instructions, receive information, and interpret and define **OWNER's** policies and decisions with respect to **ENGINEER's** services for the **Project**.

3.2. Provide all criteria and full information as to **OWNER's** requirements for the **Project**, including design objectives and constraints; space, capacity and

performance requirements; and flexibility, expendability, and any budgetary limitations. Also furnish copies of design and construction standards which **OWNER** will require to be included in the Contract Documents.

3.3. Assist **ENGINEER** by placing at **ENGINEER's** disposal available information pertinent to the **Project** including previous reports; geotechnical information; utility locations; property descriptions, zoning, deed and other land use restrictions; and any other data relative to design or construction of the **Project**. **ENGINEER** shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the **OWNER**.

3.4. Arrange for access to and make all provisions for **ENGINEER** to enter upon public and private property as required for **ENGINEER** to perform services under this **Agreement**.

3.5. Examine studies, reports, sketches, drawings, specifications, proposals and other documents presented by **ENGINEER** and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **ENGINEER**.

3.6. Acquire property for easements and rights-of-way required for construction of the **Project**.

3.7. Give prompt written notice to **ENGINEER** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **ENGINEER's** services, or any defect or nonconformance in the work of the **ENGINEER** or of any Contractor.

3.8. The **OWNER** shall promptly report to the **ENGINEER** any defects or suspected defects in the **ENGINEER's** services of which the **OWNER** becomes aware, so that the **ENGINEER** may take measures to minimize the consequences of such a defect. The **OWNER** further agrees to impose a similar notification requirement on all contractors in its **OWNER/Contractor** contract and shall require all subcontracts at any level to contain a like requirement. Should legal liability for the defects exist, failure by the **OWNER** and the **OWNERS'** contractors or subcontractors to notify the **ENGINEER** shall relieve the **ENGINEER** of any liability for costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

SECTION 4 — PERIOD OF SERVICE

4.1. The provisions of this Section 4 and the various rates of compensation for **ENGINEER's** services provided for elsewhere in this **Agreement**

have been agreed to in anticipation of the orderly and continuous progress of the **Project** through completion of all phases to which this **Agreement** applies.

4.2. If **OWNER** requests modifications or changes in the scope, extent or character of the **Project**, or if periods of time and/or completion dates are exceeded through no fault of **ENGINEER**, the period of service and amount of compensation for **ENGINEER's** services shall be adjusted equitably.

4.3. In the event that the work designed or specified by **ENGINEER** is to be performed under more than one prime construction contract, the period of service and/or amount of compensation for **ENGINEER's** services shall be adjusted equitably unless multiple awards were contemplated and included as part of Basic Services in Section 1.

SECTION 5 — PAYMENTS TO ENGINEER

5.1. **Methods of Payment.** **OWNER** shall pay **ENGINEER** for Basic Services rendered under Section 1 and Additional Services rendered under Section 2 in accordance with the provisions of **Exhibit C, "Payments to Engineer."**

5.2. **Times of Payment.** **ENGINEER** shall submit monthly statements for Basic and Additional Services rendered. For lump sum and percentage methods of payment, statements will be based upon

ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. For cost-plus-fixed-fee method of payment, the amount of fixed fee billed will be based on the proportion of the costs incurred at the time of billing to the maximum allowable costs established for this **Agreement**. **OWNER** shall make prompt monthly payments in response to **ENGINEER's** monthly statements. Payment of any invoices by the **OWNER** shall be taken to mean that the **OWNER** is satisfied with the Engineer's services to the date of the payment and is not aware of any deficiencies in those services.

5.3. **Delinquent Payments.** The **OWNER** recognizes time is critical with respect to payment of the **ENGINEER's** statements, and that timely payment is a material part of the consideration of this **Agreement**. **ENGINEER's** statements shall be due and payable within **45** calendar days of statement date. If the **OWNER** fails to make payments; the **ENGINEER**, after giving seven days written notice to the **OWNER**, may suspend services until the **OWNER** has paid in full all amounts due for services, expenses, and other related charges without recourse to the **OWNER** for loss or damage caused by such suspension. The **OWNER** waives any and all claims against the **ENGINEER** for any such

suspension. Payment of invoices shall not be subject to any discounts, set-offs or back-charges unless agreed to in writing by both parties. If **OWNER** objects to all or any portion of an invoice, **OWNER** shall notify the **ENGINEER** within 45 calendar days of the invoice date, identify the cause of the disagreement and pay when due that portion of the statement not in dispute. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

5.4. **Termination Payment.** In the event of termination by **OWNER** or **ENGINEER** under Paragraph 6.2, **OWNER** shall pay **ENGINEER** for services and expenses provided to date of termination in accordance with the methods of payment specified in Paragraph 5.1. In addition, Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by **OWNER**.

5.5. **Records of Costs.** Records of costs pertinent to **ENGINEER's** compensation will be kept in accordance with generally accepted accounting principals. **ENGINEER** is only obligated to maintain

these records for a period of three years following date of final payment for services rendered under this **Agreement**.

SECTION 6 — GENERAL TERMS AND CONDITIONS

6.1. Construction Cost.

6.1.1. **Opinions of Cost.** Since **ENGINEER** has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, **ENGINEER's** opinions of probable construction cost provided for herein are to be made on the basis of experience and qualifications and represent **ENGINEER's** best judgment as an experienced and qualified professional, generally familiar with the construction industry; but **ENGINEER** cannot and does not guarantee that proposals, bids or actual construction cost will not vary from opinions of probable cost prepared by **ENGINEER**.

6.1.2. **Construction Cost Budget.** If a construction cost budget is established by written agreement between **OWNER** and **ENGINEER** and specifically set forth in this **Agreement** as a condition thereto, the following will apply:

6.1.2.1. The acceptance by **OWNER** at any time during the provision of services under this **Agreement** of a revised opinion of probable construction cost in excess of the then established budget will constitute a corresponding revision in the construction cost budget to the extent indicated in such revised opinion.

6.1.2.2. Any construction cost budget so established will include a contingency of 10 percent unless another amount is agreed upon in writing.

6.1.2.3. **ENGINEER** will be permitted to determine what materials, equipment, component systems and types of construction are to be included in the contract documents and to make reasonable adjustments in the extent of the **Project** to bring it within the budget.

6.1.2.4. If proposals or bids have not been obtained within six months after completion of the design phase, the established construction cost budget will not be binding on **ENGINEER**, and **OWNER** shall consent to an adjustment in such cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the design phase and the date on which proposals or bids are sought.

6.1.2.5. Use of an estimated or actual construction cost of the project as a basis of payment to the

ENGINEER shall not be construed to mean that a construction cost budget has been established for the **Project**.

6.2. **Termination.** The obligation to provide further services under this **Agreement** may be terminated by either party upon 30 calendar days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This **Agreement** may be terminated by **OWNER**, under the same terms, whenever **OWNER** shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by **ENGINEER** either before or after the termination date shall be reimbursed by **OWNER**.

6.3. **Suspension.** Upon written notice to the **ENGINEER**, the **OWNER** may suspend all or any part of the **ENGINEER's** work. Suspension for any reason exceeding 60 calendar days shall, at the **ENGINEER's** option, make this **Agreement** subject to re-negotiation or termination as provided for elsewhere in this **Agreement**. Any suspension shall extend the period of service in a manner that is satisfactory to both the **OWNER** and the **ENGINEER**.

6.4. Ownership and Reuse of Documents.

6.4.1. Contract Documents and reports prepared by **ENGINEER** pursuant to this **Agreement** shall be the property of the **ENGINEER**.

6.4.2. Contract Documents prepared or furnished by **ENGINEER** and **ENGINEER's** independent professional associates and consultants, pursuant to this **Agreement** are instruments of service with respect to the **Project**. These documents are not intended or represented to be suitable for reuse by **OWNER** or others on extensions of the **Project** or on any other project. Any reuse without written verification or adaptation by **ENGINEER** for the specific purpose intended will be at **OWNER's** sole risk and without liability or legal exposure to **ENGINEER**, or to **ENGINEER's** independent professional associates or consultants.

6.5. Insurance.

6.5.1. **ENGINEER** agrees to maintain the following insurance coverages with the following available limits of insurance during the performance of **ENGINEER's** work hereunder:

6.5.1.1. Commercial General Liability insurance with standard ISO coverage and available limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate;

6.5.1.2. Automobile Liability insurance with standard ISO coverage and available combined single limits of \$1,000,000 per accident;

6.5.1.3. Worker's Compensation insurance with limits as required by statute and Employer's Liability insurance with limits of \$1,000,000 per employee for bodily injury by accident/\$1,000,000 per employee for bodily injury by disease/\$1,000,000 policy limit for disease; and

6.5.1.4. Professional Liability insurance covering **ENGINEER's** negligent acts, errors, or omissions in the performance of professional services with available limits of \$1,000,000 per claim and annual aggregate.

6.6. **ENGINEER** shall provide evidence of procuring the above insurance coverages by delivering a certificate of insurance to **OWNER** prior to the start of **ENGINEER's** work and annually upon renewal of coverage. **ENGINEER** shall cause **OWNER** to be named as an additional insured on **ENGINEER's** commercial general liability policy, which shall be primary and noncontributory. **Personnel and Facilities.** The **ENGINEER** has, or will secure at his own expense, personnel, equipment and other materials and supplies required to perform the services under this **Agreement** within the period of service set forth in Section 4. **ENGINEER** may subcontract a portion of these services, but these Subcontractors

shall be subject to written approval by the **OWNER**. Such personnel shall not be employees of nor have contractual relationship with the **OWNER**.

6.7. **Accounting System.** The **ENGINEER** shall maintain an accounting system which accounts for costs in accordance with generally accepted accounting principles. The **OWNER** reserves the right to audit the **ENGINEER's** accounts which relate to services provided under this **Agreement**.

6.8. **Successors and Assigns.** Neither **OWNER** nor **ENGINEER** shall assign any interest in this **Agreement** without the prior written consent of the other and in no case shall assignment relieve assignor from liability under this **Agreement**. This **Agreement** shall bind the successors and legal representatives of both parties. Nothing in this **Agreement** shall give any rights or benefits to anyone other than **OWNER** and **ENGINEER**.

6.9. **Relationship.** The **OWNER** has retained **ENGINEER** to provide professional services. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other, nor is the relationship a fiduciary relationship between **ENGINEER** and **OWNER**. The **ENGINEER** shall not be considered

to be the agent of the **OWNER**. To the extent that **OWNER** is a public entity or a person or entity obligated to repay some or all of an amount borrowed in a municipal securities offering, it is expressly understood and agreed that the **ENGINEER** is not acting as a municipal advisor to the **OWNER**, as that term applies to the Dodd-Frank Wall Street Reform and Consumer Protection Act and its supporting regulations, that **ENGINEER's** services will not include the provision of advice or recommendations regarding municipal financial products or the issuance of municipal securities, and that the **OWNER** is responsible for retaining an independent registered municipal advisor for such advice or recommendation.

6.10. **Standard of Care.** The **ENGINEER** will strive to perform services under this **Agreement** in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this **Agreement** or in any report, opinion, document or otherwise.

6.11. Indemnification.

6.11.1. To the fullest extent permitted by law, the **ENGINEER** agrees to hold harmless and indemnify **OWNER** from and against liability arising out of **ENGINEER's** negligent act, error, or omission in the performance of professional services under this **Agreement**. It is specifically understood and agreed that in no case shall the **ENGINEER** be required to pay an amount disproportional to **ENGINEER's** adjudicated culpability, or any share of any amount levied to recognize more than actual economic damages.

6.11.2. NOT USED

6.11.3. In the event of joint or concurrent negligence of **ENGINEER** and **OWNER**, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence, error or omission, as the case may be, bears to the total negligence, error or omission, as the case may be (including that of third parties), which caused the personal injury or property damage.

6.11.4. The **OWNER** shall not be liable to the **ENGINEER** and the **ENGINEER** shall not be liable to the **OWNER** for any special, incidental or consequential damages, including, but not limited to, loss of use and loss of profit, incurred by either party

due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the **OWNER**, or the **ENGINEER** or their employees, agents or subcontractors.

6.11.5 **ENGINEER's** indemnification obligation as set forth herein is expressly subject to and limited by the limitation of liability provision agreed upon by the **OWNER** and **ENGINEER** as set forth in Section 6.16 Risk Allocation of this Agreement.

6.12. Compliance with Codes and Standards. The **ENGINEER's** professional services shall exercise due professional care to incorporate those publicly announced federal, state and local laws, regulations, codes and standards that are applicable at the time the services are rendered. In the event of a change in a law, regulation, et al., the **ENGINEER** shall assess its impact. If, in the **ENGINEER's** professional opinion, the impact is such to significantly affect the **ENGINEER's** compensation or the period of service, then the compensation and/or period of service can be renegotiated.

6.13. Force Majeure. Neither **OWNER** nor **ENGINEER** shall be liable for faults or delays caused by any contingency beyond his control, including, but not limited to, acts of God, wars, strikes, walkouts,

fires, natural calamities, or demands or requirements of governmental agencies.

6.14. **Separate Provisions.** If any provisions of this **Agreement** are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.

6.15. **Risk Allocation.** In light of the relative risks and rewards of the parties, **OWNER** and **ENGINEER** have allocated the risks such that the **OWNER** agrees to limit the **ENGINEER's** liability to the **OWNER** and all contractors arising from this Agreement such that the total aggregate liability of the **ENGINEER** shall not exceed \$50,000 or the **ENGINEER's** total fee for services rendered on this project, whichever is greater.

6.16. **Waiver of Subrogation.** **OWNER** waives any rights or claims for damage to persons or property that it or any of its successors in interest or insurers may have against **ENGINEER** for any claim or action arising out of **ENGINEER's** operations related to the Project or this Agreement, but only to the extent that such rights or claims for damages are covered by a policy of liability, casualty, property or other insurance, regardless of who procures such insurance

6.17. **Period of Repose.** Any applicable statute of limitations shall commence to run and any alleged course of action shall be deemed to have accrued not later than the completion of services to be performed by **ENGINEER**.

6.18. **Hazardous Materials.**

6.18.1. When hazardous materials are known, assumed or suspected to exist at a project site, **ENGINEER** is required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. **OWNER** hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform **ENGINEER** in writing prior to initiation of services under this **Agreement**.

6.18.2. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. **OWNER** agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. **ENGINEER** agrees to notify **OWNER** as soon as practically possible should unanticipated hazardous materials or suspected

hazardous materials be encountered. **OWNER** waives any claim against **ENGINEER** and agrees to indemnify, defend and hold **ENGINEER** harmless from any claim or liability for injury or loss arising from **ENGINEER's** encountering unanticipated hazardous materials or suspected hazardous materials. **OWNER** also agrees to compensate **ENGINEER** for any time spent and expenses incurred by **ENGINEER** in defense of any such claim.

6.19. Subsurface Conditions and Utilities.

6.19.1. The **OWNER** recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of **ENGINEER**, or **ENGINEER's** subconsultants, with appropriate equipment may fail to detect certain hidden conditions. The **OWNER** also recognizes that actual environmental, geological and geotechnical conditions that **ENGINEER** properly inferred to exist between sampling points may differ significantly from those that actually exist.

6.19.2. **ENGINEER** will locate utilities which will affect the **Project** from information provided by the **OWNER** and utility companies and from **ENGINEER's** surveys. In that these utility locations are based, at least in part, on information from others,

ENGINEER cannot and does not warrant their completeness and accuracy.

6.19.3. NOT USED

6.20. Change Orders. **OWNER** recognizes that a certain amount of imprecision and incompleteness is to be expected in Contract Documents; that all details of a completed project are not intended to be covered in the Contract Documents; that a certain amount of errors, omissions, ambiguities and inconsistencies are to be expected in Contract Documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the Contract Documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for; and that a certain amount of Change Orders are to be expected. As long as **ENGINEER** provides services within professional standards and the standard of care of **ENGINEER's** profession in accordance with paragraph 6.10, **OWNER** agrees not to make any claim against **ENGINEER** for cost of these Change Orders unless these costs become a significant part of the construction contract amount. In no case will **OWNER** make claim against **ENGINEER** for costs incurred if the Change Order work is a necessary part of the **Project** for which

OWNER would have incurred costs if work had been included originally in the Contract Documents unless **OWNER** can demonstrate that such costs were higher through issuance of the Change Order than they would have been if originally included in the Contract Documents in which case any claim of **OWNER** against **ENGINEER** will be limited to the cost increase and not the entire cost of the Change Order.

6.21. **Value Engineering.** If the **OWNER** retains the services of a **VALUE ENGINEER (VE)** to review the Contract Documents prepared by the **ENGINEER**, it shall be at the **OWNER's** sole expense and shall be performed in a timely manner so as not to delay the orderly progress of the **ENGINEER's** services. The **OWNER** shall promptly notify the **ENGINEER** of the identity of the **VE** and shall define the **VE's** scope of services and responsibilities for the **ENGINEER**. All recommendations of the **VE** shall be given to the **ENGINEER** for review, and adequate time will be provided to the **ENGINEER** to respond to these recommendations. If the **ENGINEER** objects to any recommendations made by the **VE**, it shall so state in writing to the **OWNER**, along with the reasons for objecting. If the **OWNER** requires the incorporation of changes in the Contract Documents to which the

ENGINEER has objected, the **OWNER** agrees, to the fullest extent permitted by law, to waive all claims against the **ENGINEER** and to indemnify and hold harmless the **ENGINEER** from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, which arise in connection with or as result of the incorporation of such changes required by the **OWNER**. In addition, the **ENGINEER** shall be compensated for services necessary to incorporate recommended **VE** changes into reports, drawings, specifications, bidding or other documents. The **ENGINEER** shall be compensated as Additional Services for all time spent to prepare for, review and respond to the recommendations of the **VE**. The **ENGINEER's** time for performance of its services shall be equitably adjusted.

6.22. **Affirmative Action.** During the performance of this **Agreement**, the **ENGINEER** agrees to take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex or national origin.

6.23. **Conflicts.** In the event of a conflict between the main text of this **Agreement** and any

appendix thereof, provisions of the main text shall govern.

6.24. **Governing Law.** The laws of the State of Mississippi will govern the validity of this **Agreement**, its interpretations and performance, and remedies for any claims related to this **Agreement**.

6.25. **Dispute resolution.** All disputes, controversies or claims, or whatever kind or character, between the parties, their agents and/or principals, arising out of or in connection with the subject matter of this **Agreement**: shall be litigated in the Circuit or Chancery Court of Forrest County, Mississippi.

6.26. **Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.

6.27. **Entire Understanding of Agreement.** This **Agreement** represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. **OWNER** and **ENGINEER** hereby agree that any purchase orders, invoices, confirmations,

acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this **Agreement** shall be null, void and without effect to the extent they conflict with the terms of this **Agreement**.

6.28. **Nonwaiver.** No waiver by a party of any provision of this **Agreement** shall be deemed to have been made unless in writing and signed by such party.

6.29. **Course of Dealing.** **OWNER** and **ENGINEER** agree that these General Terms and Conditions establish a course of dealing between them and shall apply to this and all other services, projects, agreements or dealings between the them, unless **OWNER** or **ENGINEER** gives the other written notice of objection to any term or condition before commencement of performance in connection with any other provision of services or projects involving the two of them

6.30. **Separate Provisions.** If any provisions of this **Agreement** are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.

6.31. The **ENGINEER** authorizes
Russell Bryan, ASLA, Registered

Landscape Architect No. 518, in the State of Mississippi, to act on his behalf for this **Project**.

SECTION 7 — DEFINITIONS

As used herein, the following words and phrases have the meanings indicated, unless otherwise specified in various sections of this Agreement:

7.1. **Addenda.** Written or graphic instruments issued prior to the opening of bids which clarify, correct or change the bidding documents or the Contract Documents.

7.2. **Agreement.** This contract including all exhibits and documents included by reference.

7.3. **Application for Payment.** The form accepted by **ENGINEER** which is to be used by Contractor in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

7.4. **Bid.** The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the construction work to be performed.

7.5. **Change Order.** A document recommended by **ENGINEER** which is signed by Contractor and **OWNER** and authorizes an addition, deletion or revision in the construction work, or an adjustment in the contract price or the contract time,

issued on or after the effective date of the construction contract.

7.6. **Contract Documents.** The drawings and specifications, addenda, and other documents required to obtain bids from contractors for construction of the **Project**.

7.7. **Contractor.** The person, firm or corporation with whom **OWNER** has entered into a contract for construction of the **Project**.

7.8. **Construction Cost.** Total cost of entire **Project** to **OWNER** not including **ENGINEER's** compensation and expenses, cost of land and rights-of-way, or compensation for or damages to properties, unless this **Agreement** so specifies; nor will it include **OWNER's** legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the **Project** or the cost of services to be provided by others to **OWNER** pursuant to Section 3 of this **Agreement**.

7.9. **Direct Labor Costs.** Salaries and wages paid to **ENGINEER's** personnel engaged directly on the **Project**, including engineers, draftsmen, technicians, designers, surveyors, resident project representatives and other technical and administrative personnel; but does not include indirect payroll related costs or fringe benefits.

7.10. **Drawings.** The drawings which show the character and scope of the **Project** and which have been prepared or approved by **ENGINEER** and are referred to in the Contract Documents.

7.11. **Reimbursable Expenses.** Actual expenses incurred by **ENGINEER** directly in connection with providing services for the **Project**. These include, but are not limited to, transportation and subsistence; reproduction and printing; communications; postage and express mail; equipment rental; and expense of computers and other specialized equipment.

7.12. **Resident Project Representative.** The authorized representative of **ENGINEER** who is assigned to the construction site or any part thereof for the purpose of observing the performance of the work of the Contractor.

7.13. **Shop Drawings.** All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for Contractor to illustrate some portion of the work and all illustrations, brochures, standard schedules and other information prepared by a Supplier and submitted by Contractor to illustrate material or equipment for some portion of the **Project**.

Specifications. Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the **Project** and certain administrative details applicable thereto.

7.14. **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 **Project** at the site.

7.15. **Supplier** A manufacturer, fabricator, supplier, distributor, material man or vendor of products or equipment used in construction of the project.

SPECIAL PROVISIONS AND EXHIBITS

8.1. The following Exhibits are attached to and made a part of this **Agreement**.

8.1.1. **Exhibit A, "Project Description."**

8.1.2. **Exhibit A-1, "Project Map."**

8.1.3. **Exhibit B, "Scope of Design & CEI Phase Services."**

8.1.4. **Exhibit C, "Payments to Engineer."**

8.2.7 **Exhibit D, "2020 Rate Schedule."**

This **Agreement**, consisting of Pages 1 to 17, inclusive, together with the Exhibits identified above, constitutes the entire agreement between **OWNER** and **ENGINEER** and supersedes all prior written and oral understandings. This **Agreement** and said Exhibits may only be amended, supplemented, modified or canceled through a duly executed written instrument.

AGREEMENT FOR PROFESSIONAL SERVICES

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

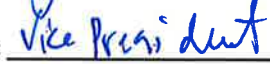
OWNER: CITY of HATTIESBURG

ENGINEER: NEEL-SCHAFER, INC.

BY: _____

BY:  _____

TITLE: _____

TITLE:  _____

WITNESS: _____

WITNESS:  _____

EXHIBIT A

PROJECT DESCRIPTION

The project will generally consist of the creation of Gordon's Creek Commons near the intersection of Hardy Street, Pine Street and Gordon's Creek to include all scope of work items not included in the City's 2020 Transportation Alternatives Program (TAP) grant application.

Other elements of the Project include:

Outdoor dining and entertainment spaces to facilitate programmed and passive gatherings with the addition of decorative paving, shade fabric, temporary vendor kiosks, food truck court, parking, splash pad, terraced creek access and all associated site amenity, lighting, electrical and landscape improvements.

Elements included in the City's pending Transportation Alternatives Program (TAP) grant application and not included in the scope of work of this contract include:

Creekside pathway on west side of Gordon's Creek from Pine Street to McLeod Street with associated gateways, creekside pathway on east side of Gordon's Creek, trail spur connection within alley right-of-way to McLeod Street, pedestrian bridge connection including abutments, abutment shelters, garage access improvements, ramp and stairs from top of parking garage to east side of Gordon's Creek, and miscellaneous sidewalk connections, lighting and site amenities.

NOTE: The City of Hattiesburg will coordinate and pay all costs related to right-of-way acquisition for the project including boundary surveys, appraisals, etc.

5/2/19



NEEL-SCHAFER
Solutions you can build upon

EXHIBIT B

SCOPE OF DESIGN & CONSTRUCTION ENGINEERING & INSPECTION (CEI) PHASE SERVICES

1 DESIGN PHASE

After execution of the Agreement, the Design Phase will be initiated and the **ENGINEER** shall:

- 1.1 Consult with the **OWNER** to clarify and define the **OWNER's** requirements for the Project.
- 1.2 Assemble and review available data which may be pertinent to the Project.
- 1.3 Make surveys needed for design of the Project, including locating utilities which are visually apparent. Establish horizontal and vertical control as necessary for construction of the Project.
- 1.4 Identify and analyze requirements of governmental authorities having jurisdiction to approve the Project with whom consultation is to be undertaken in connection with the Project.
- 1.5 Prepare construction plans, bid documents and opinion of probable cost.
- 1.6 Assist with bidding to include, addressing requests for information (RFI), attend bid opening, issue certified bid tabulation, issue Notice of Award and issue construction contracts.
- 1.7 Items NOT included in our Scope of Work (1) property acquisition and associated costs (appraisals, boundary survey, etc.), (2) Environmental permits, and (3) Cultural resource survey.

2 CONSTRUCTION ENGINEERING & INSPECTION PHASE

After completion of the bidding and award of a construction contract, the Construction Engineering & Inspection Phase will be initiated and the **ENGINEER** shall:

- 2.1 Inspector on site an average of 4 hours per working day for observation and measurement of pay item work. Periodic visits by the Project Engineer/Landscape Architect.
- 2.2 Review and approval of shop drawings.
- 2.3 Conduct preconstruction meeting and monthly progress meetings
- 2.4 Review applications for payment
- 2.5 Attend final inspection and develop punch list
- 2.6 Preparation of change orders if required
- 2.7 Submit close out documents to the Owner
- 2.8 Items NOT included in our Scope of Work (1) Inspection beyond the Contract Time, (2) Material testing, and (3) Construction Staking.

EXHIBIT D
NEEL-SCHAFFER, INC.

EMPLOYEE CLASSIFICATION	2020 RATE SCHEDULE FOR PROFESSIONAL SERVICES POSITION	HOURLY RATE
P-7, P-8, P-9	Officer, Senior or Engineer Manager/Professional IV/Survey Manager	\$198.00
P-6	Senior Project Manager/Professional III	\$180.00
P-5	Project Manager/Professional II	\$145.00
P-4	Professional I	\$130.00
P-1, P-2, P-3	Professional Intern	\$110.00
T-6	Senior Certified Engineering Technician	\$145.00
T-5	Certified Engineering Technician/Supervisory Technician	\$125.00
T-4	Technician IV/ Inspector IV/ Surveyor IV	\$110.00*
T-3	Technician III/Inspector III//Survey Crew Chief	\$100.00*
T-2	Technician II/Inspector II/Survey Instrument Person	\$85.00*
T-1	Technician I/Inspector I/Survey Assistant	\$75.00*
T-1	Student Intern	\$45.00*
A-4	Senior Administrative	\$80.00
A-3	Senior Clerical	\$75.00*
A-2	Clerical	\$65.00*
A-1	Assistant Clerical	\$50.00*
	Three-Member Survey Party	\$201.00*
	Two-Member Survey Party	\$157.00*
	One-Member Survey Party	\$120.00*

* Hourly rates indicated for these non-exempt classifications apply to regular time. If overtime work is required to meet client's schedule, Neel-Schaffer reserves the right to negotiate overtime rates.

"Professional" positions include engineer, architect, geologist, scientist, landscape architect, and planner.

"Technician" positions include engineering, soil, architecture, planning, GIS and information technology.

REIMBURSABLE EXPENSE SCHEDULE

EXPENSE	COST
Vehicle Mileage	\$0.575/mile
Traffic Counter/Video Monitor	\$10.00/day

All other expenses, including contract reproduction/printing, travel and subsistence, parking, communications, equipment rental, postage and overnight mail, and supplies will be reimbursed at actual cost.
Use State or Federal Rates for mileage, travel and subsistence where necessary and/or required.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones

cc:

Date: Tuesday, October 20, 2020

Re: Approve Agreement between City of Hattiesburg and the University of Southern Mississippi to provide maintenance of certain median landscape and crosswalk improvements along Hardy Street between U.S. Hwy 49 and 38th Avenue as a part of the Mississippi Transportation Alternatives Project program applied for by the University.
File Number: 2020-724
Minute Book #

Summary

Approve Agreement between City of Hattiesburg and the University of Southern Mississippi to provide maintenance of certain median landscape and crosswalk improvements along Hardy Street between U.S. Hwy 49 and 38th Avenue as a part of the Mississippi Transportation Alternatives Project program applied for by the University.

Recommendation Statement

I recommend the approval of this agreement.

Please place this on the October 20, 2020 City Council meeting for consideration.

LANDSCAPE MAINTENANCE AGREEMENT
BETWEEN
CITY OF HATTIESBURG, MISSISSIPPI
AND
THE UNIVERSITY OF SOUTHERN MISSISSIPPI

This agreement is made and entered by and between the City of Hattiesburg, Mississippi, a municipal corporation of the State of Mississippi, hereinafter referred to as CITY; and the University of Southern Mississippi, hereinafter referred to as UNIVERSITY.

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the UNIVERSITY has applied for federal funding through the Transportation Alternatives Project program to make certain median landscape and crosswalk improvements to State and Federal Highways rights-of-way and medians along Hardy Street (between U. S. Highway 49 and 38th Avenue) located in Forrest County, Mississippi;

WHEREAS, the UNIVERSITY wishes to demonstrate to the Mississippi Transportation Commission that proposed median landscape and crosswalk improvements will be maintained after construction is completed;

WHEREAS, the CITY as a primary beneficiary of the median landscape and crosswalk improvements proposed, agrees that maintenance of the proposed improvements is in the best interest of its citizens.

NOW THEREFORE, for and in consideration of the stated premises and the mutual covenants and agreements of the parties as herein contained, it is agreed as follows:

THE UNIVERSITY SHALL AND DOES HEREBY:

1. Agree to secure funding for the design of the proposed Hardy Street landscape and crosswalk improvements project, to be constructed within the right-of-way lines of the roadway and the median area along Hardy Street (between U. S. Highway 49 and 38th Avenue).
2. Agree to secure funding for the construction of the proposed landscape improvement project.

THE CITY SHALL AND DOES HEREBY:

1. Provide the funds necessary for the perpetual maintenance of the proposed landscape and crosswalk improvements.
2. Provide for trimming of all bushes, trees, and shrubs.
3. Purchase any and all fertilizer, seed, additional labor or equipment necessary for proper maintenance within the project limits.

4. Provide appropriate maintenance for crosswalks.
5. The party's tort liability, as a public entity of the State of Mississippi, is determined and controlled in accordance with Mississippi Code Annotated, Section 11-46-1 et seq. (1972, as amended), including all defenses and exceptions contained therein. Nothing in this agreement shall have the effect of changing or altering this liability or of eliminating any defense available to parties or to the State under statute.

IT IS FURTHER MUTUALLY AGREED AS FOLLOWS:

1. That no right or responsibility other than those specifically listed herein above are granted or implied, and that all rights as are not specifically conveyed herein are retained by the individual entities.
2. That the right-of-way upon which this project is to be constructed and maintained belongs to the Mississippi Department of Transportation (MDOT). MDOT reserves the right to make the necessary improvements or modifications within the designated limits of this Agreement at any time it deems necessary to upgrade this facility to meet transportation demands, without payment or other compensation for removal or destruction of the improved median landscape or crosswalks or other improvements made by the UNIVERSITY or CITY under this agreement.
3. That the UNIVERSITY executes its orders and directives through the Office of the President and all notices and correspondence with the UNIVERSITY shall be directed to this office. Similarly, the CITY executes all of its orders and directives through the office of the Mayor and all notices and correspondence with the CITY shall be directed to this office. All notices and correspondence shall be considered delivered upon receipt at the locations stated above. All modifications to this agreement must be submitted in writing and signed by both parties before they can take effect. Oral agreements cannot serve to modify this agreement.
4. That this agreement shall be deemed executed on the latest date it is authorized by either the UNIVERSITY or the CITY. The agreement shall renew automatically each subsequent year unless canceled by either party upon notification to the other party thirty (30) days prior to the date of cancellation.

Authorized by the UNIVERSITY OF SOUTHERN MISSISSIPPI on the ____ of _____, 20____, Minute Book _____, Page _____, and executed this ____ day of _____, 20____.

UNIVERSITY OF SOUTHERN MISSISSIPPI

By: _____
President

Authorized by CITY COUNCIL of the CITY OF HATTIESBURG, on the ____ day of _____,
20____, Minute Book ____, Page____, and executed this ____ day of _____, 20____.

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Mayor



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Kermas Eaton, City Clerk

cc:

Date: Tuesday, October 20, 2020

Re: Approve Memorandum of Agreement for the Educational and Community Outreach Program between the City of Hattiesburg and the University of Southern Mississippi in an amount of \$50,000, for the period March 1, 2021 through February 28, 2022.(Agreement number GM000673 Amendment No.17) as authorized by MS Code 39-15-1, to allow municipalities to expend monies for the arts and authorize the Mayor to execute the same.

File Number: 2020-744
Minute Book #

Summary

Authorize Mayor to execute Memorandum of Agreement for the Educational and Community Outreach Program between the City of Hattiesburg and the University of Southern Mississippi, for the period March 1, 2021 through February 28, 2022.(Agreement number GM000673 Amendment No.17) as authorized by MS Code 39-15-1, to allow municipalities to expend monies for the arts.

Recommendation Statement

I recommend approval of the Agreement.

Please place this on the October 20, 2020 City Council meeting for consideration.

**MEMORANDUM OF AGREEMENT
BETWEEN
THE UNIVERSITY OF SOUTHERN MISSISSIPPI (SOUTHERN MISS)
AND
CITY OF HATTIESBURG
AGREEMENT NUMBER SOUTHERN MISS-GM000673
AMENDMENT NUMBER 017**

The purpose of this amendment is to incorporate modifications as follows:

MODIFICATION:

EXTENSION:

The project period is extended.

The new project period is March 1, 2021 through February 28, 2022

ADDITIONAL FUNDS:

\$50,000 is added to the project. The total project amount is \$700,000.

All other terms and provisions remain unchanged.

CITY OF HATTIESBURG

Honorable Toby Barker
Mayor

Date

THE UNIVERSITY OF SOUTHERN MISSISSIPPI

Marcia Landen
Associate Vice President for Research

Date

EDUCATIONAL AND COMMUNITY OUTREACH PROGRAM

The purpose of this proposal is to create a model educational and community outreach program, one that will be a model university/community partnership unlike any other in the state and more extensive than most in the nation. Partnership support from the City of Hattiesburg would be used specifically to produce our educational and community outreach concerts. Municipal funds would be used to fund the following five things:

1. An educational and community outreach coordinator.
2. Free professional quality concerts and/or recitals in community centers
3. Free professional quality concerts and/or recitals in nursing homes and assisted living centers in the city
4. Free professional quality concerts and/or recitals for public and private schools.
5. Support for special community and educational outreach projects such as FestivalSouth, the most extensive community and educational outreach in which we participate.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones

cc:

Date: Tuesday, October 20, 2020

Re: Approve Agreement between City of Hattiesburg and Hattiesburg Downtown Association, in an amount of \$40,000 to provide and promote economic growth and development of downtown Hattiesburg and authorize the Mayor to execute the same.
File Number: 2020-723
Minute Book #

Summary

Approve Agreement between City of Hattiesburg and Hattiesburg Downtown Association, a designated Mississippi Main Street Association member, to provide and promote economic growth and development of downtown Hattiesburg.

Recommendation Statement

I recommend the approval of this agreement.

Please place this on the October 20, 2020 City Council meeting for consideration.



2021 MEMORANDUM OF AGREEMENT FOR CONTINUATION AS A MISSISSIPPI MAIN STREET ASSOCIATION DESIGNATED COMMUNITY

THIS AGREEMENT constitutes a Memorandum of Agreement (MOA) between Downtown Hattiesburg Association, (DHA), a designated Mississippi Main Street Association (MMSA) member, and the City of Hattiesburg for the purpose of implementing the local Main Street program through continued participation as a Mississippi Main Street Designated Community pursuant to Mississippi Code §21-19-33.1.

The mission of the Downtown Hattiesburg Association is to create a program that will encourage and promote the economic growth and development of downtown Hattiesburg through, planning, beautification, and preservation of our central business district in order to build a competitive local and regional arts district and business market, and to support our growing tourism industry.

MMSA is under contract with the Mississippi Development Authority to administer the Main Street Program and to provide technical assistance and training to selected communities.

In consideration of the executed agreement, the parties agree to the following terms and conditions:

Section I: City of Hattiesburg Agrees to:

1. The City of Hattiesburg will fund DHA on an annual basis and in an amount not less than \$ 40,000.00.
2. Funding for FY21 to DHA appropriated by Forrest County Board of Supervisors in the amount of \$ 30,000.00 on September 11, 2020, per minute book 703 page 322. (specific line item page 690) to be included in funding total in the amount of \$70,000.00.
3. The City of Hattiesburg agrees to expend in-kind services to provide office space for DHA to operate.
4. The City agrees to extend the use of certain City facilities and parks at no charge for DHA coordinated or sponsored events and activities.
5. The City agrees to permit DHA the use of certain City services at no charge for DHA coordinated or sponsored events and activities.
6. The City agrees to work collaboratively with DHA, as appropriate, to improve the downtown streetscape, business environment, and to preserve the historic character of the District.

Section II: MS Main Street Association Agrees to:

1. Designate an MMSA team member to be the point of contact for the local program director. The team member will be available to answer questions and provide advice and information via email or telephone. The team member will review and approve quarterly reports, participate in the selection of new local directors, and respond to other program requests as mutually agreed upon.
2. Provide at least one annual Main Street Approach TM training opportunity available to all local program directors, board members, committee members, and government representatives from the Main Street communities. MMSA will provide all materials related to training.
3. Conduct one on-site Main Street 101 training for local program directors, board members, and government representatives affiliated with new Designated Communities.
4. Conduct quarterly trainings, workshops, meetings, and/or conferences to further develop and enhance the skills of local directors and board members.
5. Host an annual Main Street Directors' Retreat, which is required to be attended by the local program director (or other representative).
6. Provide an annual calendar with the dates and locations of MMSA-approved trainings, workshops, meetings, retreats, and conferences, if possible, at the beginning of the calendar year.
7. Provide one on-site work session, as requested by the local program director, for the development of a vision, goals, and objectives, as part of the local program's annual work plan.
8. Provide one annual on-site visit for community services as requested by the local program director. A community assistance form must be filled out and sent to the Director of Community Development, at which point a meeting will be scheduled for a mutually agreed upon time. Additional requests for community visits may be subject to a nominal fee to cover administrative and travel expenses.
9. Provide annual grant opportunities for community development services. Community development services may include, but are not limited to design and planning services, local market analysis, communication and marketing consultation, retail and small business training, festival and event development, volunteer training, budget development, economic development assistance, and business recruitment, retention and expansion assistance.
10. Provide *The Point for Mississippi*, an online community forum in partnership with the National Main Street Center, as a resource for local programs. MMSA staff, along with National Main Street Center staff, will monitor and provide technical assistance to members on *The Point*.

11. Facilitate and promote on-going media coverage of MMSA and its individual local programs.
12. Provide and grant each Designated Community use of the official MMSA Designated Community logo and other promotional materials with MMSA branding.
13. Conduct periodic on-site evaluations of each local program's progress as needed or requested by the local program director.
14. Provide all local programs with regular updates on industry news, grant opportunities, and information from our partner organizations.
15. Provide legislative education and advocacy for Main Street at the state and national level.
16. Collect economic development data from local programs and publish statewide economic development statistics in an annual report to members and investors.
17. Provide an Annual Awards application where the local program may submit nominations and be judged by an impartial jury of professionals with the opportunity of winning and being recognized at the Annual Awards Luncheon in June.
18. Perform annual assessments to evaluate the local program's progress and assist with the local program's state compliance and accreditation as outlined by the National Main Street Center.

Section III: DHA Agrees To:

1. Be in good standing with MMSA, having fully paid all dues and fees, submitted all reports and information, and participated in the required number of trainings for the previous calendar year.
2. Pay all MMSA Designated Community annual dues and fees in a timely manner.
3. Maintain the focus of the local program within the boundaries of the Main Street district as designated in the local program's application for membership, or subsequent amendments.
4. Maintain broad-based community support for the local program by the public and private sectors through financial contributions and in-kind or volunteer support.
5. Promote and encourage a historic preservation ethic for the local program, including advocacy for good design, encouragement of building rehabilitation and adaptive reuse, promotion of financial incentives, and advancement of planning policies appropriate for preservation.
6. Implement the Main Street Approach TM recommended by MMSA and the National Main Street Center, including the development of an annual work plan for the local program and that includes projects centered around the community's transformation strategies.

7. Maintain a strong, broad-based organizational system that includes an active board of directors that holds monthly or bi-monthly meetings throughout the year and committees or task teams with designated board members as chairpersons.
8. Employ a local program director who spends at least 20 hours per week implementing the Main Street program in the community. In the event the local program director position becomes vacant, the local program shall notify MMSA within thirty (30) days and the position shall be filled within four (4) months of the vacancy.
9. Maintain a separate Main Street budget with adequate funding for daily office operations and travel commitments for the local director to attend trainings, workshops, meetings, retreats, and conferences as required by this agreement.
10. Provide information for monitoring the progress of the local program, submit all quarterly reports using the online report generator provided by MMSA, and provide any and all other information requested by MMSA on or before the identified deadlines. Quarterly reports shall be submitted by the 15th day of the month following the end of each quarter.
11. Send the local program director (or other representative) to the annual Directors' Retreat.
12. In addition to the Directors' Retreat, the local program director shall participate in at least three MMSA-approved training events per year. The community shall be responsible for the director's travel costs and expenses associated with these meetings. A list of required and approved trainings is attached to this agreement as Exhibit A.
13. Fill out the MMSA community assistance form when requesting a community service. The Director of Community Development will take into consideration: if the local program is certified and in good standing with MMSA, if requested funds are available, whether a match from the local program is available, and previous requests from the local program.
14. Include the MMSA Designated Community logo on all print, web-based, and electronic marketing materials according to the brand guidelines established and provided by MMSA.
15. Be an Accredited or Affiliate Member in good standing with the National Main Street Center.
16. Be an active participant in *The Point*, an on-line community forum, in partnership with the National Main Street Center. Every Designated Program should have at least one active member account on *The Point*.
17. Provide the MMSA Director of Communication and Marketing news of your local program's projects, accomplishments, and events, so that MMSA may promote them.
18. Include MMSA staff in the hiring and election process of new local program directors.
19. File all applicable IRS forms in accordance with state and federal tax laws. Local programs may be required to register as a Mississippi charitable organization with the Mississippi Secretary of State's office.

20. Complete the annual Director's Survey (online) sent via email no later than January 31, 2021.
21. Submit the following to MMSA by the January 31, 2021 deadline:
 - a. Payment of 2021 MMSA dues. The invoice was mailed to the local program director on record in October 2020. The local program director is responsible for ensuring that the invoice is paid by January 31, 2021.
 - b. A copy of the local program's current bylaws.
 - c. A copy of the local program's approved budget for the 2021 fiscal year.
 - d. A copy of the local program's annual work plan for 2021.
 - e. A complete list of local board members and officers, including names and email addresses.
 - f. A copy of the Main Street district's current boundary map.
 - g. A copy of the previous year's approved board meeting minutes.
 - h. A copy of the local program's most recent IRS filing, if applicable.

Section IV: MMSA, DHA and the City of Hattiesburg jointly agree that:

1. This agreement may be modified only by written amendment executed by all parties and approved by the MMSA State Coordinator.
2. The term of this agreement shall be for one calendar year, beginning on January 1, 2021 and expiring on December 31, 2021. This agreement shall not be binding upon the parties until it contains all signatures and is approved by the MMSA State Coordinator.
3. Either party may terminate this agreement without penalty by giving written notice to the other party at least sixty (60) days before the effective date of such termination.
4. This agreement shall be interpreted under the laws of the State of Mississippi. Any litigation under this agreement shall be resolved exclusively in a federal or state court of competent jurisdiction located in Mississippi.
5. If any provision of this agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. Any and all remaining provisions of this agreement shall remain in full force and effect.
6. The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this agreement constitute a waiver of any subsequent breach or default or of the provision itself.

7. Except as expressly set forth in this agreement, the services to be provided under this agreement are furnished as is, where is, with all faults and without warranty of any kind, express or implied, including any warranty of merchantability or fitness for any particular purpose.
8. If a local program fails to comply with the provisions of this Memorandum of Agreement (MOA) by April 30, 2021, MMSA may choose to send the local program a written initial notice that summarizes the non-compliance issues and provides guidance on how to resolve them. At that point, the local program shall be placed on probationary status and shall be ineligible for any services or grant funds from MMSA until the local program is compliant. MMSA will re-evaluate the local program 90 days following the initial notice. If the local program has failed to correct the issues listed in the first notice, MMSA will issue a final notice. If the local program fails to comply with the provisions of this MOA within 90 days of the final notice, the local program will be de-certified with an official letter from MMSA. At that point, the community will have to start a new application process if they wish to rejoin the association.

Witness whereof, the parties have executed this agreement.

By: _____ Hattiesburg, MS
MAYOR COMMUNITY

Toby Barker Date: _____
Name printed

_____ Hattiesburg, MS
DHA BOARD PRESIDENT/CHAIRPERSON COMMUNITY

Jim Coll Date: _____
Name printed

BY: _____ Date: _____
Thomas Gregory, State Coordinator
Mississippi Main Street Association



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, October 20, 2020

Re: Approve Agreement between the City of Hattiesburg Parks and Recreation Department and the Hattiesburg Youth Soccer Association, in an amount of \$20,000 to develop and promote soccer programs for Hattiesburg residents, for the term of October 1, 2020 through September 30, 2021 and authorize the Mayor to execute in duplicate.
File Number: 2020-738
Minute Book #

Summary

Authorize Mayor to execute duplicate original agreement between the City of Hattiesburg Parks and Recreation Department and the Hattiesburg Youth Soccer Association to develop and promote soccer programs for Hattiesburg residents, for the term of October 1, 2020 through September 30, 2021 - expenditure amount of \$20,000.00.

Recommendation Statement

Please place this on the October 20, 2020 City Council meeting for consideration.

STATE OF MISSISSIPPI

COUNTY OF FORREST

AGREEMENT

THIS AGREEMENT is entered into by and between, the **Hattiesburg Youth Soccer Association**, A Mississippi non-profit corporation, hereinafter referred to as "**HYSA**" and the **City of Hattiesburg, Mississippi**, a municipal corporation, hereinafter referred to as "**City**", for the purpose of evidencing their agreement of understanding concerning the development and promotion of **Soccer Programs** for Hattiesburg area residents, and as such HYSA and the City do hereby agree and obligate themselves as follow, to-wit:

I.

HYSA has a long standing relationship with the City and will continue to develop and promote **Soccer Programs** at all levels of play for Hattiesburg area residents for a period of one (1) year beginning on the 1st day of October 2020, and terminating on the 30th day of September 2021. HYSA shall have the right and responsibility to operate all aspects of the youth soccer program including, but not limited to, organization of league, games, practices, obtaining coaches, obtaining officials, collection of fees, setting schedules, limiting rosters, soccer equipment, concessions, clinics, camps, tournaments and other related activities, duties and responsibilities.

HYSA shall provide to the City a written schedule before the start of its league play, games, practices, tournament, clinics, camps, and other related activities. The schedule(s) shall be inclusive of all scheduled dates and fields to be used and shall be provided to the City no later than one (1) week prior to start of the event. All other tournaments, (sub-district, district, state, national, etc.) for which HYSA may bid to host shall be coordinated with the City

before bidding, as City facilities and maintenance for the particular post-season tournament will be required. Program playing field specifications shall be provided to the City no less than two (2) weeks prior to the start of the program.

II

City shall be responsible for maintaining Tatum Park Soccer Complex as described in Attachment I for providing seating and electricity. In addition, City shall be responsible for maintaining all aspects of the Tatum Park Soccer Complex in good condition and fields to game ready specifications, including but not limited to the following on an as needed basis: mow and maintain the grass in a healthy state through the use of water, sprinkler system, fertilization, overseeding with rye, spraying for weeds, insect spraying, sanding to fill low areas, maintain proper grade of fields and maintaining good drainage for fields, lining fields for play, cleaning restrooms and facility areas including trash/garbage pickup, parking lots, roads, adequate lights, light poles, security, utilities, physical structures and related needs.

The City shall provide **Twenty Thousand, Dollars (\$20,000.00)** to be applied to the payment of referees, coaches, tournament expenses, equipment (may include items such as soccer balls, nets, goals, flags, etc), and to scholarship children who are residents of the city and who can't afford to pay full fee. The appropriate expenditure reports (Attachment III) shall be completed and filed with the City by October 31, 2021. HYSA shall have first priority use of and access to all Tatum Park soccer fields and related facilities for practices, games, clinics, camps, tournaments, and related activities, except that City does reserve the right to use said facilities for other functions if HYSA does not give the City at least thirty(30) days advance notice of its intended use of Tatum Park, and the City shall coordinate the scheduling of its functions with HYSA so as to prevent the scheduling of functions that are detrimental to HYSA's overall soccer program. See Attachment IIa for Policy on General Public Use of Facilities.

III.

HYSA does hereby obligate itself to comply with the policies of the City: That all soccer programs shall be open to all citizens of the Hattiesburg area regardless of his/her ability to pay full fees charged for participation in said programs; and that the City's nondiscrimination policy(Attachment IIb) shall be observed. See Attachment II for all pertinent City policies.

IV.

It is understood by and between parties that this Agreement may be terminated by either party for any reason upon ninety (90) days written notice of their intention to terminate this Agreement.

V.

HYSA does hereby agree that it will hold harmless and indemnify the City from any and all liability and damages of any kind whatsoever resulting from the negligent or intentional tortious operation of the soccer program. The Liability Policy of the City is attached as Attachment IIc.

HYSA does hereby agree to appropriately acknowledge City's contribution to the Soccer Program in a public manner, through the use of such media that is appropriate. HYSA does hereby obligate itself to comply with National Standards for Youth Sports and Coach Review Policy(Attachments IId and IIe, respectively) adopted by the City Council.

VI.

HYSA does hereby obligate itself to comply with the Sports Participation Policy, which is attached as Attachment II f.

VII.

WITNESS the signatures of HYSA and the City to duplicate originals of this Agreement on this, the ____ day of _____, A.D., _____.

HATTIESBURG YOUTH SOCCER ASSOCIATION

BY: _____
Matthew Boyd, President

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Toby Barker, Mayor

ATTEST:

City Clerk, Kermas Eaton

(SEAL)

AGREEMENT
ATTACHMENT II

CITY OF HATTIESBURG

CITY POLICIES

- a. General Public Use of Facility Policy
- b. Nondiscrimination Policy
- c. Liability Policy
- d. National Standards for Youth Sports Policy
- e. Coach Certification Review Policy
- f. Sports Participation Policy

AGREEMENT
ATTACHMENT IIa

CITY OF HATTIESBURG

GENERAL PUBLIC USE OF FACILITY POLICY

Facilities under lease, owned by the City of Hattiesburg, were funded by the citizens of Hattiesburg. The City does reserve the right to make its facilities for other functions when not in use by organizations leasing City facilities.

AGREEMENT
ATTACHMENT IIb

CITY OF HATTIESBURG

NONDISCRIMINATION POLICY

The City of Hattiesburg does not discriminate on the basis of Color, Race, Creed, National Origin, Sex, or Religion nor on the basis of disabling conditions in the admission or access to services provided through its programs and activities.

AGREEMENT
ATTACHMENT IIc

CITY OF HATTIESBURG

LIABILITY POLICY

There are inherent risks and recognized hazards associated with participation in sports and recreational activities. By participating in these programs, the participant assumes those risks and liabilities. The City of Hattiesburg assumes no liability nor does it afford medical coverage for injuries caused by participation of individuals, groups, teams, etc. in sports and recreational programs. Organizations shall maintain a minimum of \$500,000.00 general liability insurance and list the City of Hattiesburg as a certificate holder.

AGREEMENT
ATTACHMENT IIId

CITY OF HATTIESBURG

NATIONAL STANDARDS FOR YOUTH SPORTS POLICY

These standards are endorsed and supported by
26 National Agencies and Organizations

STANDARD #1 – PROPER SPORTS ENVIRONMENT

Parents must consider and carefully choose the proper environment for their child, including the appropriate age and development for participation, the type of sport, the rules in the sport, the age range of the participants, and the proper level of physical and emotional stress.

STANDARD #2 – PROGRAMS BASED ON THE WELL-BEING OF CHILDREN

Parents must select youth sports programs that are developed and organized to enhance the emotional, physical, social, and educational well being of children.

STANDARD #3 – DRUG AND ALCOHOL – FREE ENVIRONMENT

Parents must encourage a drug and alcohol-free environment for their children.

STANDARD #4 – PART OF A CHILD'S LIFE

Parents must recognize that youth sports are only a small part of a child's life.

STANDARD # 5 – TRAINING

Parents must insist that coaches are trained and certified.

STANDARD #6 – PARENTS' ACTIVE ROLE

Parents must make a serious effort to take an active role in the youth sports experience of their child providing a positive support as a spectator, coach, and league administrator and/or caring parent.

STANDARD #7 – POSITIVE ROLE MODELS

Parents must be a positive role model exhibiting sportsmanlike behavior at game, practices, and home, while also giving positive reinforcement to their child and support to their child's coaches.

STANDARD #8 – PARENTAL COMMITMENT

Parents must demonstrate their commitment to their child's youth sports experience by annually signing a parental code of ethics.

STANDARD #9 – SAFE-PLAYING SITUATION

Parents must insist on safe-playing facilities, healthful playing situation, and proper first-aid applications, should the need arise.

STANDARD #10 – EQUAL PLAY OPPORTUNITY

Parents, coaches, and league administrators must provide equal sports play opportunity for all youth regardless of race, creed, sex, or economic status of ability.

STANDARD # 11 - DRUG AND ALCOHOL-FREE ADULTS

Parents must be drug and alcohol-free at youth league sporting events.

AGREEMENT
ATTACHMENT IIe

CITY OF HATTIESBURG

COACH REVIEW POLICY

Whereas, the City of Hattiesburg requires completion of a certification program for youth sport coaches whereby the coaches are schooled in the psychology of coaching youth sports, maximizing performance, injury prevention, first aid, and emphasizes a drug and alcohol-free environment for youth sports and recognizes the great influence youth coaches have on our youth.

AGREEMENT
ATTACHMENT IIf

CITY OF HATTIESBURG

YOUTH SPORTS PARTICIPATION POLICY

The Hattiesburg Parks and Recreation Division offers a diversified youth sports program designed to meet the recreational needs of the Hattiesburg area. The City's philosophy is to promote the development of strong character, a good attitude, and a sense of responsibility and citizenship in participants, using a recreation as a vehicle.

This philosophy, as important as it is, must be carried out primarily by volunteers, with support and guidance provided by the Parks and Recreation Division staff, underscoring the importance of recruiting the best volunteers available-people who can apply the City's philosophy for the good of the children involved.

Every sport sponsored by the Parks and Recreation Division is conducted on facilities provided and maintained by the City of Hattiesburg, funded in large part by the citizens of Hattiesburg. This policy necessitates a move toward more participation by every member of recreation league team.

The City feels strongly that the sport programs offered to the children of Hattiesburg should be fun, educational, and developmental; and the only way to teach these values is for the children to participate a substantial amount of time in each competitive event. Every league within the City, without exception, will follow the following guidelines.

In all games, all registered participants shall play in the following sports a minimum of:

Football – 4 minutes of the game (Flag Football)
Basketball – 2 minutes (Elementary School Age)
Soccer – One Full Half (HYSA)

Baseball and Softball – each player must at least play 3 consecutive defensive outs, and bat once in a full game. In games shortened due to the 10-run rule, acts of God, time limit expiration or other reasons will require the time at bat.

AGREEMENT
ATTACHMENT IIf
PAGE 2

Note: A manager or coach is not required to play a player who is ill, injured or is under reasonable disciplinary restrictions or for other justifiable reasons, provided he informs the opposing coach and scorekeeper prior to the beginning of the game.

In order to assist the teams and coaches and to insure maximum participation of all children, the number of members on a team should be limited as follows:

(1)	Football	20 players
(2)	Basketball	10 players
(3)	Soccer	14 players
(4)	Baseball	14 players
(5)	Softball	14 players

The limitation of players on teams may mean the additional of other divisions within leagues and the addition of multiple all-star teams within leagues. This is viewed again, to be an opportunity to bring about additional participation for children within City recreation programs. In all-star competition, the number of children participating on each team may be increased according to the rules of the organization sponsoring the all-star program.

Every league within the City of Hattiesburg must comply with and follow this policy and insure that each coach and league official is familiar with the policy and complies at all times. If a coach fails to play a child the minimum participation limit, the following sanctions will be imposed on said coach, without exception, to-wit:

- (1) The first offense will result in the coach receiving a letter or reprimand from the governing board of the league. The child concerned will play the entire next game.
- (2) The second offense by the same coach will result in the coach being suspended from the league for the next week. The child concerned will play the entire next game.

AGREEMENT
ATTACHMENT III
PAGE 3

- (3) The third offense by the same coach will result in expulsion of the coach from any City program in any and all capacities for a minimum of two (2) calendar years. The child concerned will play the entire next game.
- (4) If any coach fails to play any child as required in any league championship game or any play-off game affecting the league championship, then that coach, no matter which offense, will be suspended from the league and unable to participate in any post-season activities. The team that fails to have full participation by all players will forfeit the game.
- (5) If any coach fails to play any child as required herein in any all-star or tournament game, then that coach, no matter which offense, will be expelled from coaching in any City program in any and all capacities for a minimum of two (2) calendar years.

The individual leagues will notify the Hattiesburg Recreation Department whenever it becomes necessary to take any action against a coach for failure to comply with the participation policy.

A copy of this participation policy shall be provided to each child at registration of any sport within the City of Hattiesburg.

The purpose of a sports league is to insure participation for all children within the City of Hattiesburg; the purpose of a participation policy is to insure a sports league for all the children of Hattiesburg.



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, October 20, 2020

Re: Approve Agreement between the City of Hattiesburg Parks and Recreation Department and Hattiesburg Arts Council, in an amount of \$20,760 to provide art for children programs and art and cultural opportunities for adults, seniors, and persons with disabilities for Hattiesburg residents, for the term of October 1, 2020 through September 30, 2021 and authorize the Mayor to execute in duplicate.
File Number: 2020-742
Minute Book #

Summary

Authorize Mayor to execute duplicate original agreement between the City of Hattiesburg Parks and Recreation Department and Hattiesburg Arts Council to provide art for children programs and art and cultural opportunities for adults, seniors, and persons with disabilities for Hattiesburg residents, for the term of October 1, 2020 through September 30, 2021.

Recommendation Statement

Please place this on the October 20, 2020 City Council meeting for consideration.

STATE OF MISSISSIPPI

COUNTY OF FORREST

AGREEMENT

WHEREAS, the **Hattiesburg Arts Council**, formerly the **Hattiesburg Civic Arts Council**, hereinafter referred to as “**Council**” and the **City of Hattiesburg, Mississippi**, a municipal corporation, hereinafter referred to as “**City**”, has entered into discussion with view of **Council** providing art for children programs and art and cultural opportunities for adults, seniors, and persons with disabilities in the Hattiesburg area, and the parties hereto desire to reduce to writing their agreement of understanding with a properly executed copy of Agreement provided to each party.

Council and **City** do hereby agree and obligate themselves as follows, to-wit:

I.

Council will provide art for children and art and cultural opportunities for adults, seniors, and persons with disabilities program for residents of the Hattiesburg area, for a period beginning on the **1st day of October 2020** and termination on the **30th day of September 2021**. **Council** shall be responsible for operation of the art program including, but not limited to organization, obtaining instructors, supplies, and other related duties and responsibilities. See Program Synopsis attachment.

II.

City shall be responsible for providing space for this art program at the Hattiesburg Recreation Center, the C.E. Roy Center, and other venues as available, and providing to the **Council** an amount not to exceed **Twenty Thousand Seven Hundred Sixty Dollars (\$20,760.00)**, for the purpose of defraying a portion of the expenses incurred by the Council for the conduct of this program. The appropriate expenditure reports shall be completed and filed with the **City Clerk** by October 31, 2021.

III.

Council does hereby obligate itself to comply with the policies of the **City** that all recreation programs shall be open to all citizens of the Hattiesburg area regardless of his/her ability to pay any fees charged for participation in said programs. **Council** does further obligate itself, in the event availability of the program is limited due to the number of applicants, city residents must receive priority for acceptance in the program.

IV.

It is understood by and between parties that this Agreement may be terminated by either party for any reason upon thirty (30) days written notice of their intention to terminate this Agreement.

V.

City shall take possession of the old Hattiesburg American Building located at 825 North Main Street. City and Council agree to collaborate about future development of an art center for the purpose of providing cultural opportunities for Hattiesburg area residents. City shall pay utilities, provide insurance and seek funding for renovations to the building. Council shall use its staff, experience and expertise to develop a community art center in the approved area. Council may provide tours and host fundraising events for itself on mutually agreed upon dates where City staff is necessary for the execution of the event. Nothing in the agreement shall restrict the City from leasing portions of the property, giving tours, hosting events or renting space for events.

WITNESS OUR SIGNATURES, on duplicate originals, on this, the _____ day of

_____, A.D., _____.

HATTIESBURG ARTS COUNCIL
(formerly the – HATTIESBURG CIVIC
ARTS COUNCIL)

Rebekah Stark Johnson, DIRECTOR

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

ATTEST:

CITY CLERK

(S E A L)



Memorandum

To: Mayor Toby Barker and Members of City Council
From:
cc:
Date: Tuesday, October 20, 2020
Re: - Deleted -
File Number:
Minute Book #

Summary

Recommendation Statement

Please place this on the October 20, 2020 City Council meeting for consideration.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Anthony Parker

cc:

Date: Tuesday, October 20, 2020

Re: Authorize acceptance of the award for the Mississippi State Department of Health (MSDH), Office Against Interpersonal Violence (OAIV), FY2021 Violence Against Women Act (VAWA) STOP Grant Program for funding to provide victim advocacy services. The total project cost is \$49,102.26 (\$36,585.11 Federal/State funds and \$12,517.15 local match).
File Number: 2020-728
Minute Book #

Summary

MSDH OAIV VAWA STOP Grant Program Award

Recommendation Statement

I recommend authorization of the acceptance of the award for the Mississippi State Department of Health (MSDH), Office Against Interpersonal Violence (OAIV), FY2021 Violence Against Women Act (VAWA) STOP Grant Program for funding to provide victim advocacy services. The total project cost is \$49,102.26 (\$36,585.11 Federal/State funds and \$12,517.15 local match).

Please place this on the October 20, 2020 City Council meeting for consideration.

SUB-GRANTEE AGREEMENT FACE SHEET



MISSISSIPPI STATE DEPARTMENT OF HEALTH

Document # Due Date New ☒ Renewal ☐ Modification ☐ of

Name of Organization

Contact Person Title

EIN # DUNS # Telephone #

Street Address Post Office Box

City State Zip Code Email

Give the title of the sub-grant brief description of the nature of the sub-grant.

Title:
Description:

Start Date End Date Cost Share or Match (N/A if none)

Total Sub-grant Amount Payment Basis: Monthly ☒ Quarterly ☐ Annually ☐

Amount of funding for last FY Federal Grant ☒ Private Grant ☐ State Funds ☐

If it is a federal grant: Award # Federal Aid # CFDA #

Cost Center(s)	1301010707	Internal Order(s)	3000021068	Required ☒ Determination Worksheet ☒ Conflicts of Interest ☒ Additional Terms of Agreement ☒ Scope of Work ☒ Budget Justification/Narrative ☐ Approved Federal Indirect Rate ☒ Applicable Assurances ☒ Form 115 ☒ Other Form 593
Functional Area(s)	13010101000000DV	Funding Source(s)	DOJ	

Personnel Cost Salaries \$ 29,996.00 Fringe \$ 1,833.51 Total \$ 31,829.51	Travel Cost Mileage \$ 00.00 Meals \$ 653.50 Lodging \$ 1,736.60	Service Area(s): Statewide ☐ Region ☐ Other ☒ Please explain: Forrest Lamar
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**Mississippi State Department of Health
Sub-Grant Agreement**



**Mississippi State Department of Health Sub-Grant Agreement
with City of Hattiesburg**

Agreement No. ST-2021-019

SECTION 1.0: Parties to the Agreement

This agreement is made this the 1st day of July, 2020, by and between the Mississippi State Department of Health, hereinafter referred to as MSDH, and City of Hattiesburg, hereinafter referred to as Sub-Grantee.

SECTION 2.0: Period of Performance

This agreement shall be in effect from July 1, 2020 through June 30, 2021.

SECTION 3.0: Purpose

This agreement is established for the purpose of defining the rights and duties of the parties regarding the grant known as ST-2021-019.

SECTION 4.0: Responsibilities of MSDH and Sub-Grantee

4.1 MSDH Responsibilities:

- 4.1.1 Review and approval of invoices and periodic reports.
- 4.1.2 Review of progress reports on the ongoing activities regarding the sub-grant.
- 4.1.3 Oversight of work and services provided by Sub-Grantee.
- 4.1.4 Other responsibilities as stated in the corresponding grant, proposals, and any attachments hereto.

4.2 Sub-Grantee Responsibilities:

- 4.2.1 The Sub-Grantee is responsible for implementing the work and services as set forth in their proposal and attached as outlined in the attached Scope of Work.
- 4.2.2 The costs incurred must be in accordance with the approved Budget, hereby incorporated and attached hereto, and shall not exceed \$ 36,585.11 unless properly modified and approved. Prior written approval shall be required before deviating from the approved budget.
- 4.2.3 Other responsibilities as stated in the corresponding grant, proposals, and any attachments hereto.

SECTION 5.0: Budget and Finance

- 5.1 **Sub-Grant Value.** Absent a modification in the form required by this agreement, the total amount to be paid by MSDH to Sub-Grantee under the terms of this agreement shall not exceed the amount previously stipulated in Section 4.2.2 of this agreement. All payments made under this agreement shall represent services rendered or actual costs incurred. Sub-Grantee is responsible for any commitments or expenditures in excess of the amounts authorized by MSDH.
- 5.2 **Invoices.** The Sub-Grantee shall submit invoices, as required and in accordance with the grant associated with this agreement or as instructed by MSDH and attached hereto.
- 5.3 **Reimbursement.** The Sub-Grantee assumes sole responsibility for reimbursement to the granting or funding agency of a sum of money equivalent to the amount of any expenditures disallowed should the granting agency, funding agency, or any other authorized agency rule through an audit exception or some other appropriate means, that expenditures from funds allocated to the Sub-Grantee for direct and/or indirect costs were not made in compliance with the regulations of the granting or funding agency or the provisions of the agreement.
- 5.4 **Record Maintenance.** The Sub-Grantee agrees to maintain books, records and documents and other evidence pertaining to all costs and expenses incurred and revenues acquired under this agreement to the extent and in such detail as will properly reflect all costs and expenses of whatever nature for which reimbursement is claimed. Such book, records and documents shall be maintained by the Sub-Grantee for three (3) years from the date of close-out or in accordance with the provisions of the grant associated with this agreement, whichever is longer. The books of account and other records which are applicable shall be available with reasonable notice for inspection, review and audit by MSDH to determine proper application and use of all funds paid to the Sub-Grantee.
- 5.5 **Record Inspection and Audit.** MSDH, any sponsor or funding source, the State of Mississippi, any regulatory body of the United States overseeing the grant associated with this agreement, and/or any other authorized representative of any of the foregoing, shall have access to and the right to examine all records, books, papers, or documents which are directly pertinent to, or related to the sub-grant award for the purpose of audit, examination, excerpts, and/or transcripts.
- 5.6 **Purchased Equipment.** Equipment should not be purchased unless itemized in the approved budget or in accordance with the grant associated with this agreement. The use and disposition of any equipment purchased by the Sub-Grantee shall be in accordance with the grant associated with this agreement.

SECTION 6.0: Modification

- 6.1 This agreement may need to be modified, changed or altered due to changing circumstances. Therefore, it is agreed that MSDH or the Sub-Grantee may request modification and that this modification will be prepared in writing and presented to the other party for approval or rejection. Work or purchases relating to any items not specifically outlined by this agreement, the Sub-Grantee's proposal or the grant associated with this agreement may not be paid for unless both parties agree to and execute a written amendment to this agreement.

SECTION 7.0: Assignment

- 7.1 Obligations under this agreement may not be assigned by the Sub-Grantee without prior written approval of MSDH, or in accordance with the grant associated with this agreement.

SECTION 8.0: Standard Terms and Conditions

The Sub-Grantee Certifies and Agrees to the following:

- 8.1 **Authority to Accept Award.** The Sub-Grantee certifies that it has legal authority to apply for the sub-grant and has the institutional, managerial, and financial capability (including where applicable, funds sufficient or in-kind match to pay the applicant's share of the project cost) to ensure proper planning, management, and completion of the project described in this proposal. The Sub-Grantee further certifies (a) 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 (b) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.
- 8.2 **Conflict of Interest.** The Sub-Grantee will establish or maintain safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- 8.3 **Applicable Laws.** This Sub-Grant Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflict of law provisions, and any litigation with respect thereto shall be brought in the courts of the state.
- 8.4 **Compliance with Laws.** The Sub-Grantee shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, and any others as required by the grant that is the subject of this agreement, as they now exist and as they may be amended or modified.
- 8.4.1 **Equal Opportunity.** The Sub-Grantee understands that the State 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, or any other consideration made unlawful by federal, State, or local laws. All such discrimination is

unlawful and the Sub-Grantee agrees during the term of the agreement that the Sub-Grantee will strictly adhere to this policy in its employment practices and the provision of services.

- 8.4.2 **Employment Verification.** The Sub-Grantee will ensure its compliance with the Mississippi Employment Protection Act, §71-11-1, et seq., of the Mississippi Code Annotated, as Amended, and will register and participate in the status verification system for all newly hired employees as required.
- 8.4.3 **Federal Law.** Sub-Grantee will comply with all Federal statutes relating to non-discrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; and (e) the requirements of any other nondiscrimination statute(s) which may apply to the proposal.
- 8.4.4 **Program Specific Law.** Sub-Grantee will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this grant or program.
- 8.5 **Sub-Grantee Status.** Sub-Grantee agrees that no act performed or representation made, whether oral or written, by the Sub-Grantee with respect to third parties shall be binding on MSDH. The Sub-Grantee shall, at no time act as an agent for MSDH. Nothing herein shall be deemed or construed by MSDH, the Sub-Grantee, or any third party as creating the relationship of principal and agent, partners, joint ventures, or any similar such relationship between MSDH and the Sub-Grantee.
- 8.6 **Representation Regarding Contingent Fees and Gratuities.** Sub-Grantee represents that it has not offered, given, or agreed to give or accepted a solicitation or demand for gratuity or offer of employment in connection with any decision or preparation regarding the award of this sub-grant, nor has it retained a person to solicit or secure a sub-grant upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Sub-Grantee's bid or proposal.
- 8.7 **Public Records Clause.** MSDH has the responsibility to oversee and monitor all phases of this Sub-Grant Agreement. Therefore, MSDH shall be responsible for responding to any public records requests pursuant to the Mississippi Public Records Act, Section 25-61-1 *et seq.*, Miss. Code Ann. Documents and records associated with this agreement, including but not limited to, this agreement, proposals, communications, payment requests, etc., may be deemed public records. MSDH shall respond to requests addressed to either of the parties herein. The Sub-Grantee shall notify and provide a copy of any public information request addressed to the Sub-Grantee within one (1) working day. Upon receipt of said request, MSDH shall respond to the request for public information as required by the Mississippi Public Records Act. No party to this agreement shall be

liable to the other party for disclosure of information required by court order or required by law.

- 8.8 **Release of Information.** MSDH, as the State management, regulatory, and enforcement agency, shall have the exclusive right to release data and information acquired as a result of this agreement to the press and public. The Sub-Grantee may release information obtained from this agreement only after obtaining written permission from MSDH.
- 8.9 **Return of Reports, Data, ETC.** Upon conclusion of this agreement, MSDH may request the return of any reports, data, and other information related to this agreement. The Sub-Grantee retains the right to materials used in the performance of the agreement, which were developed by the Sub-Grantee with non-MSDH funds. The MSDH is granted non-exclusive license to copy the materials for use within the State of Mississippi.
- 8.10 **Confidentiality.** Confidential or proprietary information under this Agreement shall not be disclosed by either party. The Sub-Grantee and MSDH agree to treat as confidential and not disclose to any third party without prior written consent information or data which is disclosed under this Agreement and identified as confidential ("Confidential Information"). Notwithstanding the above, the parties acknowledge that the Mississippi Access to Public Records Act governs the disclosure of public records.
- 8.11 **HIPAA Compliance.** Sub-grantee agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, and any amendments therefore, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this agreement.
- 8.12 **Indemnification.** Sub-grantee shall indemnify, defend, save and hold harmless, protect, and exonerate the MSDH, its board members, officers, employees, agents, and representatives, and the State of Mississippi 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 attorney's fees, arising out of or caused by Sub-grantee and/or its partners, principles, agents, employees, and/or subcontractors in the performance of or failure to perform this agreement. In MSDH's sole discretion, Sub-grantee may be allowed to control the defense of any such claim, suit, etc. In the event Sub-grantee defends said claim, suit, etc., Sub-grantee shall use legal counsel acceptable to MSDH. Sub-grantee shall be solely responsible for all costs and/or expenses associated with such defense, and the MSDH shall be entitled to participate in said defense. Sub-grantee shall not settle any claim, suit, etc., without the MSDH's concurrence which the MSDH shall not unreasonably withhold.
- Sub-grantee shall not be obligated to indemnify MSDH for liabilities which arise due to the negligence of MSDH or its employees. MSDH's liability, as an entity of the State of Mississippi, shall be determined pursuant to and subject to the limitations of the Mississippi Tort Claims Act, Mississippi Code Annotated § 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering the liability or of eliminating any defense available to the MSDH or State under statute.

Section 9.0 Termination and Notice

- 9.1 **Right to Terminate.** Either party to this agreement may terminate this agreement by written notice (via U.S. certified mail, return receipt requested) of termination to the other party in accordance with the “Notices” section of this agreement. Except as provided below, all obligations under this agreement shall cease at the expiration of thirty (30) calendar days from receipt of written notice by the non-terminating party of the notice of termination.
- 9.2 **Costs.** Sub-Grantee shall be paid for costs incurred at the time of termination, if any, and shall deliver to MSDH an invoice for costs incurred. It is expressly understood payment is subject to the “Availability of Funds” as stated in this agreement.
- 9.3 **Availability of Funds.** It is expressly understood and agreed that the obligation of the MSDH to proceed under this agreement is conditioned upon the availability of funds from the responsible party and/or 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, this agreement between the MSDH and Sub-Grantee shall be terminated upon notice by MSDH to Sub-Grantee of the same. Termination of this agreement due to lack of funding will be immediate following notice of such termination by MSDH to Sub-Grantee. The effective date of termination shall be as specified in the notice of termination.
- 9.4 **Notices.** Notices of termination and any other notices required to be given under this agreement by each party shall be mailed or e-mailed to the following addresses:

For Grantor

NAME: Jim Craig, MPH

TITLE: Senior Deputy and Director of Health Protection

ADDRESS: MS State Department of Health
P. O. Box 1700, Jackson, MS 39215

E-MAIL: jim.craig@msdh.ms.gov

TELEPHONE: 601-576-7680

For Sub-Grantee

NAME: Lisa Hanson

TITLE: Comptroller

ADDRESS: P.O. Box 1898
Hattiesburg, MS 39401

E-MAIL: lhanson@hattiesburgms.com

TELEPHONE: 601-545-1034

Section 10.0 Enforceability

10.1 **THIS AGREEMENT IS NOT FULLY EXECUTED OR LEGALLY BINDING UNTIL SIGNED BY THE MSDH STATE HEALTH OFFICER OR LEGAL DESIGNEE.** Any work performed prior to the full execution of this agreement may not be reimbursed.

IN WITNESS WHEREOF, this agreement is duly executed.

For the Mississippi State Department of Health

State Health Officer or Designee
Agreement **EXECUTED** With This Signature

Date

For the SUB-GRANTEE:

DocuSigned by:

Toby Barker

Mayor, City of Hattiesburg

B6AD9A0B880C4BD...

Sub-Grantee Authorized Signature and Title

10/12/2020 | 9:57 AM CDT

Date

CONFLICTS OF INTEREST

(Please attach additional pages, as needed, to address each question)

1. List all other current agreements/contracts with MSDH. **Include** the dollar amount with the agreement/contract beginning and ending dates. If no other funds are received, please mark N/A.

MSDH Program Name	Dollar Amount	Beginning Date	Ending Date
FFY 2020 VAWA Stop Program	45895.28	July 1, 2019	June 30, 2020

2. Please list each member's name of your organization's Board of Directors or other governing body (i.e., trustees, alderman, partners, owner).

Toby Barker- Mayor

Jefferey George- Ward 1 Councilman

Deborah Delgado- Ward 2 Councilwoman

Carter Carroll- Ward 3 Councilman

Mary Dryden- Ward 4 Councilwoman

Nicholas Brown- Ward 5 Councilman

- a. **Are any members of the governing body or project staff also MSDH employees?** ☐ Yes ☒ No

If the **answer is YES**, please list the name of each employee and their position held with MSDH.

- b. **Are any members of the governing body or project staff also spouses, parents, or children of MSDH employees?** ☐ Yes ☒ No

If the **answer is YES**, please list the name of each employee and their position held with MSDH.

The above information was provided by:

Derica Killingsworth

Victim Advocate

07/15/2020

Print Name

Title

Date

And is true and correct to the best of my knowledge.

ADDITIONAL TERMS OF AGREEMENT

(Please use this page for addition, deletion or any other type of modification of the agreement; pages 1-7)

*See Attached Special Conditions

THESE ADDITIONAL TERMS OF AGREEMENT ARE NOT FULLY EXECUTED OR LEGALLY BINDING UNTIL SIGNED BY THE MSDH STATE HEALTH OFFICER OR LEGAL DESIGNEE. Any work performed prior to the full execution of this agreement may not be reimbursed.

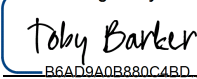
IN WITNESS WHEREOF, this agreement is duly executed.

For the Mississippi State Department of Health:

State Health Officer or Designee
Agreement **EXECUTED** With This Signature

Date

For the SUB-GRANTEE:



B6AD9A0B880C4BD
Sub-Grantee Authorized Signature and Title

Mayor, City of Hattiesburg

10/12/2020 | 9:57 AM CDT

Date

SCOPE OF WORK

GOAL #1

Increase community knowledge and awareness about domestic violence, stalking, and sexual assault and the services available, specifically targeting females between the ages of 18-52.

1. By June 30, 2021, 50% of victims reporting domestic violence will follow through with a protective order.

Activities:

1.1: Victim Advocate(s) will initiate communication with victims upon receiving the initial report, via letter and phone, providing victims with education about domestic violence, stalking, and sexual assault; victims' rights; the benefit of protective orders; assistance with safety planning; and service options available to them.

2. By June 30, 2021, the Victim Advocate(s) will conduct six (6) community awareness events in the City of Hattiesburg on domestic violence, stalking, and sexual assault.

Activities:

2.1: Victim Advocate(s) will conduct events for local awareness initiatives such as National Crime Victim's Rights Week, Stepping Out Against Violence, It May Hurt to Walk Away 5K, and Domestic Violence Awareness Month to promote community awareness of domestic violence.

Goal #2

Improve victims' understanding of, participation with, and experience with the criminal justice system.

1. By June 30, 2021, 75% of victims reporting by means of the client survey will indicate that they have a better understanding of the criminal justice process and their role within that process.

Activities:

1.1: Victim Advocate(s) will attend and aid in all court proceedings involving victims of domestic violence, stalking, and sexual assault, providing court advocacy, education and support to victims throughout the process.

2. By June 30, 2021, 75% of victims reporting by means of the client survey will indicate that being informed about the case helped them to feel less anxious.

Activities:

2.1: Victim Advocate(s) will serve as mediator between City law enforcement, the court, and victims, maintaining communication with victims via telephone and mail updating them on court proceedings and suspect releases, restitution, and any changes that may arise.

Goal #3

Improve responses to the emotional, physical, and safety needs of victims of domestic violence, stalking, and sexual assault.

1. By June 30, 2021, 75% of victims reporting by means of the client survey will indicate that the services provided were helpful.

Activities:

1.1: Victim Advocate(s) will assess victims' needs and identify individualized service referrals to address victims' emotional, physical, and safety needs-- including but not limited to crisis services, emergency shelter, housing assistance, counseling, and case management.

2. By June 30, 2021, the Victim Advocate (s) will learn and implement at least one (1) new evidence-based strategy to enhance their work with victims of domestic violence, stalking, and sexual assault.

Activities:

2.1: Victim Advocate(s) will attend the NOVA (National Organization for Victim Assistance) Conference and the Conference on Crimes Against Women to gain knowledge about evidence-based practices and obtain resources to use in the City of Hattiesburg.

BUDGET AND JUSTIFICATION

(Please refer to the Sub-grantee Manual, SECTION IV, PAGE 12-13, for an example of the required budget and its justification.)

*See Budget Summary Attachment

Budget Summary**Organization Name:**City of Hattiesburg**Agency Name:**Hattiesburg Police Department**Fund Source:**VAWA STOP**Project Title:**Hattiesburg Police Department Victim ServicesTotal
Project
Budget

Budget Year 1

Budget Category	Federal/State Funds	Non-Federal Match	
A. Personnel	\$ 29,996.00	\$ -	\$ 29,996.00
B. Payroll Taxes	\$ 1,833.51	\$ 611.16	\$ 2,444.67
C. Fringe Benefits	\$ -	\$ 11,394.24	\$ 11,394.24
D. Travel - In State	\$ 572.25	\$ 190.75	\$ 763.00
E. Travel - Out of State	\$ 3,220.35	\$ -	\$ 3,220.35
F. Contractual	\$ -	\$ -	\$ -
G. Commodities	\$ 963.00	\$ 321.00	\$ 1,284.00
H. Equipment	\$ -	\$ -	\$ -
I. Subsidies, Loans and Grants	\$ -	\$ -	\$ -
Total Direct Costs	\$ 36,585.11	\$ 12,517.15	\$ 49,102.26
J. Indirect Costs	\$ -		\$ -
Total Project Costs	\$ 36,585.11	\$ 12,517.15	\$ 49,102.26

Percent of Grant Request to Total	75%	75%
Percent of Match to Total	25%	25%
Percent Project Total	100%	100%

SFY 2021 VAWA STOP Special Conditions

Subgrantee Name	City of Hattiesburg
Subgrant Award Number	ST-2020-019
Subgrant Project Period	July 1, 2020 – June 30, 2021
Federal Program	OVW Violence Against Women Act STOP
Federal Award Number	2018-WF-AX-0020

Directions: It is important that you review all special conditions. Compliance with the Special Conditions is a requirement of the Subgrant Agreement. The Authorized Signing Official should initial each page of this document. This document will be included as an attachment to the Subgrant Agreement and its provisions are to be read in conjunction with any requirements imposed by the Subgrant Agreement document. In this document, the term "Sub-grantee" refers to a direct recipient of funds through OAIV (the Sub-grantee Organization). The term "sub-awardee" refers to a recipient of pass through funds from the Sub-grantee Organization.

1. **Requirements of the award; remedies for non-compliance or for materially false statements.** The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the Sub-grantee as part of the application or award acceptance process that relate to conduct during the period of performance also is a material requirement of this award. By signing and accepting this award on behalf of the Sub-grantee, the authorized Sub-grantee official accepts all material requirements of the award, and specifically adopts all such assurances or certifications as if personally executed by the authorized Sub-grantee official. Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification submitted with the application for funding related to conduct during the award period - - may result in the Mississippi State Department of Health, Office Against Interpersonal Violence (MSDH/OAIV) or the Office of Justice Programs ("OJP") taking appropriate action with respect to the Sub-grantee and the award. Among other things, MSDH/OAIV and/or the OJP may withhold award funds, disallow costs, or suspend or terminate the award. MSDH/OAIV and/or the U.S. Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate. Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812). Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.
2. **Applicability of Part 200 Uniform Requirements.** The Subgrantee agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") and the DOJ Grants Financial Guide as posted on the OVW website, including any updated versions that may be posted during the period of performance. The Subgrantee also agrees that all financial records pertinent to the

SFY 2021 VAWA STOP Special Conditions

Subgrantee Name	City of Hattiesburg
Subgrant Award Number	ST-2020-019
Subgrant Project Period	July 1, 2020 – June 30, 2021
Federal Program	OVW Violence Against Women Act STOP
Federal Award Number	2018-WF-AX-0020

award that the Sub-grantee (and any sub-awardee at any tier), including the general accounting ledger and all supporting documentation, are subject to review throughout the life of the subgrant, during the close-out process, and for three years after closeout of the subgrant award.

3. **Requirement to report potentially duplicative funding.** If the Sub-grantee currently has other active awards of federal funds, or receives any other award of federal funds during the period of performance for this award, the Sub-grantee must promptly determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. NOTE: this includes any loans received by the organization as a result of the Paycheck Protection Program (PPP). If so, the Sub-grantee must promptly notify the OAIV in writing of the potential duplication, and, if so requested by OAIV, seek a budget or scope revision/modification to eliminate any inappropriate duplication of funding.

4. **Requirements related to System for Award Management and unique entity identifiers** The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration. The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Requirements related to System for Award Management (SAM) and unique entity identifiers), and are incorporated by reference here.

5. **Requirement to report actual or imminent breach of personally identifiable information (PII)** The Sub-grantee (and any "sub-awardee" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a sub-awardee):
 - a) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or
 - b) uses or operates a "Federal information system" (OMB Circular A-130).
 The Sub-grantee's breach procedures must include a requirement to report actual or imminent breach of PII to their OAIV VOCA Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach for appropriate action.

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6. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OVW authority to terminate award) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient. The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OVW web site at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.
7. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events The Sub-grantee, and any sub-awardee at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").
8. OVW Training Guide Principles. The Subgrantee understands and agrees that any training or training materials developed or delivered with funding provided through this subgrant must adhere to OVW Training Guiding Principles for Grantees and Subgrantees, available at <https://www.justice.gov/ovw/grantees#Resources>.
9. Effect of failure to address audit issues The recipient understands and agrees that the DOJ awarding agency may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.
10. Potential Imposition of Additional Requirements. The Sub-grantee agrees to comply with any additional requirements that may be imposed by OAIV during the period of performance for this award, if the Sub-grantee is designated as "high-risk."

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11. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42 The Sub-grantee, and any sub-awardee at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.
12. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38. The Subgrantee and any subawardees at any tier, must comply with all applicable requirements of 28 C.F.R. Part 28, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to Sub-grantee and sub-awardee organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to Sub-grantees and sub-awardees that are faith-based or religious organizations.
13. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54 The Sub-grantee, and any sub-awardee at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."
14. Restrictions on "lobbying" and policy development. In general, as a matter of federal law, federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. § 1913. The recipient, or any subrecipient ("subgrantee") may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. § 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program. Another federal law generally prohibits federal funds awarded by OVW from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352. Certain

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exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations. Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OVW for guidance, and may not proceed without the express prior written approval of OVW.

15. **Compliance with general appropriations-law restrictions on the use of federal funds.** The Sub-grantee, and any sub-awardee at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Should a question arise as to whether a particular use of federal funds by a Sub-grantee (or a sub-awardee) would or might fall within the scope of an appropriations-law restriction, the Sub-grantee is to contact OAIW for guidance and appropriate follow up from OVW, and may not proceed without the express prior written approval of OVW is received by OAIW.
16. **Reporting potential fraud, waste, and abuse, and similar misconduct** The Sub-grantee and any sub-awardees must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, sub-awardee, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>. The Sub-grantee shall also notify OAIW of any of the foregoing.
17. **Restrictions and certifications regarding non-disclosure agreements and related matters** No Sub-grantee or sub-awardee under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form

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issued by a federal department or agency governing the nondisclosure of classified information.

- a) In accepting this award, the Sub-grantee:
 - i. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - ii. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
- b) If the Sub-grantee does or is authorized under this award to make subawards, procurement contracts, or both— it represents that—
 - i. it has determined that no other entity that the Sub-grantee's application proposes may or will receive award funds (whether through a subaward, procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - ii. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and b. it certifies that, if it learns or is notified that any sub-awardee, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

18. **Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)**

The Sub-grantee (and any sub-awardee at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit,

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under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. The Sub-grantee also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the Sub-grantee is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance. The Sub-grantee shall also notify OAI of any of the foregoing.

19. **Encouragement of policies to ban text messaging while driving** Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages Sub-grantees and sub-awardees to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
20. **Compliance with statutory and regulatory requirements.** The Sub-grantee agrees to comply with all relevant statutory and regulatory requirements, which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. §§ 10101 et seq., and OVW's implementing regulations at 28 C.F.R. Part 90.
21. **Compliance with solicitation requirements.** The Sub-grantee agrees that it must be in compliance with requirements outlined in the solicitation under which the approved application was submitted. The program solicitation is hereby incorporated by reference into this award.
22. **VAWA 2013 nondiscrimination condition.** The recipient acknowledges that 34 U.S.C. § 12291(b)(13) prohibits recipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. The recipient agrees that it will comply with this provision. The recipient also agrees to ensure that any subrecipients ("subgrantees") at any tier will comply with this provision.

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23. **Misuse of award funds** The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.
24. **Limitation on use of funds to approved activities** The recipient agrees that grant funds will be used only for the purposes described in the recipient's application, unless OAIV determines that any of these activities are out of scope or unallowable. The recipient must not undertake any work or activities that are not described in the recipient's application, award documents, or approved budget, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval, following prescribed practices, of OAIV.
25. **Non-supplanting.** The Subgranteee agrees that grant funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.
26. **Confidentiality.** The Subgrantee agrees to comply with the provisions of 34 U.S.C. Section 12291(b)(2), nondisclosure of confidential and private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The Subgrantee also agrees to ensure that all sub-awardees at any tier meet these requirements.
27. **Activities that compromise victim safety and recovery or undermine offender accountability.** The Subgrantee agrees that grant funds will not support activities that compromise victim safety and recovery or undermine offender accountability. This includes any activities of the organization, including those that are not funded through OAIV. This includes:
 - a) policies or procedures which exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or gender of their children;
 - b) procedure or policies denying individuals access to services based on their relationship to the perpetrator;
 - c) procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services;
 - d) procedures or policies that impose restrictive conditions to be met by the victim in order to receive services (e.g. counseling, seeking an order of protection);
 - e) procedures or policies that fail to ensure service providers conduct safety planning with victims;

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- f) project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or
- g) any other activities outlined in the federal or state solicitation.
28. **Termination or suspension for cause.** The Director of OAIV, upon a finding that there has been substantial failure by the recipient to comply with applicable laws, regulations, and/or the terms and conditions of the subgrant or relevant solicitation, will terminate or suspend until the Director is satisfied that there is no longer such failure, all or part of the award.
29. **Maintaining contact information.** The Subgrantee acknowledges that it is responsible for maintaining updated contact information by contacting their program administrator. This includes programmatic points of contact, fiscal points of contact, and authorized signing official.
30. **Performance Progress Reports.** The Subgrantee agrees to complete annual reports as directed by OAIV and the STOP Administrator.
31. **Publications.** Prior approval is required for any materials prepared, developed or printed by the Sub-grantee utilizing OVW funds. The Subgrantee agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from subaward activities shall contain the following statement:
- "This project was supported by Subgrant No. _____ awarded by the MS State Department of Health, Office Against Interpersonal Violence, state administering agency for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice."
32. **Consultant compensation rates** The Subgrantee acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of \$81.25 per hour, not to exceed \$650 per day. To exceed this specified maximum rate, recipients must submit to OAIV a detailed justification and have such justification approved by OAIV prior to obligation or expenditure of such funds. Issuance of this subaward or approval of the award budget alone does not indicate approval of any consultant rate in excess of \$81.25 per hour, not to exceed \$650 per day. Although prior approval is not required for consultant rates below this specified maximum rate, recipients are required to maintain documentation to support all daily or hourly consultant rates.

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33. **Sub-grantee integrity and performance matters:** Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS. The Sub-grantee must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS"). The details of obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.
34. **Requirement to disclose whether Sub-grantee is designated "high risk" by a federal or state grant-making agency.** If the Sub-grantee is designated "high risk" by a federal or state grant-making agency, currently or at any time during the course of the period of performance under this award, the Sub-grantee must disclose that fact and certain related information to OAIV. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the Sub-grantee's past performance, or other programmatic or financial concerns with the Sub-grantee. The Sub-grantee's disclosure must include the following: 1. The federal awarding agency that currently designates the Sub-grantee high risk, 2. The date the Sub-grantee was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.
35. **Discrimination Findings** The Sub-grantee assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, gender identity, sexual orientation or disability against a Sub-grantee of victim assistance formula funds under this award, the Sub-grantee will notify OAIV at the following address: Director, Office Against Interpersonal Violence, Mississippi State Department of Health, Post Office Box 1700, Jackson, Mississippi 39215-1700.
36. **Purchasing of Equipment.** All equipment having a value of greater than \$5,000 may only be purchased after the sub-grantee has obtained three written quotes (unless purchased under state contract by a state agency or public body). Sub-grantees must follow OAIV

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policies for tracking equipment. Any equipment or furniture purchased utilizing OAIV funds must be clearly labelled with the following message:

"This Item was funded in whole or in part through support from Sub-grant No. _____ awarded by the State of Mississippi, Mississippi Department of Health."

37. **Assistance to Victims in Applying for Compensation.** All victims who appear to be eligible for compensation must be notified of their right to apply for compensation from the MS Crime Victim Compensation Program. Documentation must be made in each case file indicating that the victim has or has not been informed of his/her right to file for compensation. If a client is not informed of his/her rights for compensation a valid reason must be documented in the case file. If a client is clearly not eligible for compensation, it must be documented in the case file along with a valid reason for non-eligibility. If there is any question relating to eligibility the client must be informed of his/her right to file for compensation. Those that are clearly eligible must be provided assistance in completing the application (if assistance is requested). All staff and volunteers providing direct services to victims must receive training on Victim Compensation once during each fiscal year. Training related to Victim Compensation must be documented in the employee's grant file or volunteer's file, subject to review by OAIV. Training is to be obtained through the MS Crime Victim Compensation Program staff, or another qualified individual or entity approved by the MS Crime Victim Compensation Program.

38. **Compliance with Professional Standards.** Organizations receiving funding through OAIV must ensure compliance with any applicable standards, including but not limited to, standards adopted by the Mississippi Coalition Against Domestic Violence and the Mississippi Coalition Against Sexual Assault related to the operation of domestic violence shelter programs and sexual assault crisis centers, and any standards adopted by OAIV, as applicable. Any national standards of practice governing specific services, such as child advocacy, should be adhered to as well. Applicants must also ensure that all staff funded through OAIV, as well as any volunteers, hold necessary professional credentials or licensure to perform the duties within their job descriptions. See in general Title 73, Chapters 1-75, of the Mississippi Code for regulated professions and activities. All organizations will be held accountable to ensure that no employee is performing any grant funded work in violation of Mississippi Code Section 73-51-1, regarding the unlicensed practice of a profession. Any person/organization serving as a contractor or consultant under a funded project shall be held to any appropriate professional licensing standards imposed by the State of Mississippi.

39. **Compliance with OAIV Victim Service Standards.** All applicants serving victims must be compliant with any standards implemented by the Office Against Interpersonal Violence governing the operation and provision of services to victims or applicable national standards, as set forth in the Solicitation or as later implemented.

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40. **Mandatory Reporting of Child Abuse/Neglect, Human Trafficking and Commercial Sexual Exploitation of Children and Abuse/Neglect of Vulnerable Persons.** Agencies must comply with Mississippi Code Sections 43-21-353(1), 97-3-54.1, 97-5-51 and 97-29-51 by reporting suspected cases of child abuse or neglect to the Department of Child Protective Services and/or appropriate law enforcement or state agency, and with Mississippi Code§ 43-47-7(1)(a) by reporting cases of abuse of a vulnerable person to the Department of Human Services or appropriate law enforcement or state agency as required by law. (NOTE: this is an exception to the rule otherwise pertaining to personally identifying information.)
41. **Compliance with MSDH Sub-grantee Manual.** All Sub-grantees must adhere to the Mississippi State Sub-grantee Manual (<http://msdh.ms.gov/msdhsite/static/resources/1624.pdf>) or other guidance provided by MSDH and/or OAIV. The Sub-grantee must allow the Office Against Interpersonal Violence, MSDH Audit Department, the Office on Violence Against Women (OVW), Office for Victim of Crime (OVC), U.S. Department of Health and Human Services, the Office of the Chief Financial Officer (OCFO), or any other state or federal officer as may be appropriate, access to and the right to examine all records, books, paper or documents related to any federal or state grant.
42. The Sub-grantee, and any sub-awardee at any tier, must authorize OAIV, the Office on Violence Against Women and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper, or documents related to the STOP grant.
43. **Computer Network Requirements.** No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this subsection limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
44. **Reports and Mandatory Meetings.** An entity receiving a grant from OAIV shall submit reports detailing the activities undertaken with the grant funds in the manner specified by OAIV or the particular funding source, and must also agree to attend any meetings, teleconferences or webinars required by OAIV as a condition of grant funding. Reporting requirements for each type of funding will be discussed during the mandatory sub-grantee orientation. All Sub-grantees must collect data on demographics of those served or assisted by the funded program with regard to race, ethnicity, age, gender identity, sexual orientation, and disability, and any other criteria specified by the particular funding source.
45. **Conflict of Interest.** All personnel and other officials connected with agency-funded programs (sub-grantees) shall adhere to the following requirements:

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a) Activities: No official or employee of a State or unit of local government or a non-governmental Sub-grantee shall participate personally through decisions, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, award, cooperative agreement, claim, controversy, or other particular matter in which award funds (including program income or other funds generated by Federally-funded activities) are used, where to his/her knowledge, he/she or his/her immediate family, partners, organization other than a public agency in which he/she is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom he/she is negotiating or has any arrangement concerning prospective employment has a financial interest or less than an arms-length transaction.

b) Appearance: In the use of agency project funds, officials or employees of State or local units of government and non- governmental Sub-grantees shall avoid any action that might result in, or create the appearance of:

- i. Using his or her official position for private gain;
- ii. Giving preferential treatment to any person;
- iii. Losing complete independence or impartiality;
- iv. Making an official decision outside official channels; or
- v. Affecting adversely the confidence of the public in the integrity of the government or the program.

46. **Cooperation.** The Sub-grantee agrees to respond promptly to OAIV to any request for financial and/or programmatic documentation related to the sub-award, including documentation of match, expenditures and achievements. The Sub-grantee agrees that it will cooperate with OAIV in any desk and site monitoring activities.

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Optional Provisions:

Special Requirements for Legal Services. All applicants seeking to provide legal services as part of their funded activities must ensure that:

- a) the individual performing the duties has demonstrated expertise in providing legal assistance to victims of domestic violence dating violence, sexual assault, human trafficking, stalking, or other forms of violence in the targeted population; or is partnered with an entity or person that has such demonstrated expertise AND has completed or will complete training in connection with domestic violence, dating violence, stalking, sexual assault, human trafficking and other forms of violence and related legal issues including training on evidence-based risk factors for domestic and dating violence homicide;
- b) any training program conducted has been or will be developed with input from and in collaboration with a tribal, state, territorial, or local domestic violence, dating violence, sexual assault, stalking or trafficking victim service provider or coalition, as well as appropriate tribal, state, territorial, and local law enforcement officials;
- c) any person or organization providing legal assistance through funding administered by OAIV program has informed and will continue to inform state, local, or tribal domestic violence, dating violence, or sexual assault programs and coalitions, as well as appropriate state and local law enforcement officials of their work; and
- d) the Sub-grantee's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, domestic violence, dating violence, or child sexual abuse is an issue.

Special Requirements for Law enforcement, Prosecution or Court projects.

- a) All law enforcement applicants must:
 - i. Develop, implement and utilize lethality/danger assessment protocols in coordination with prosecution and courts as part of its response to domestic violence (exception is for statewide law enforcement projects which do not directly respond to and investigate domestic violence, sexual assault, stalking or dating violence);
 - ii. Have in place an agency policy or SOP for response to domestic violence, sexual assault, stalking, and dating violence;
 - iii. Obtain proper training for any person funded through OAIV on domestic violence, sexual assault, stalking and dating violence;
 - iv. Conduct or obtain training for all employees of the agency on domestic violence, sexual assault, stalking and dating violence;
 - v. Send all sexual assault forensic exam kits (rape kits) to the state crime lab for testing; and

SFY 2021 VAWA STOP Special Conditions

Subgrantee Name	City of Hattiesburg
Subgrant Award Number	ST-2020-019
Subgrant Project Period	July 1, 2020 – June 30, 2021
Federal Program	OVW Violence Against Women Act STOP
Federal Award Number	2018-WF-AX-0020

- vi. Foster meaningful partnerships with local service providers to further the project purpose, and include service providers in the preparation of the application. Proof of this partnership will be provided upon request.
- b) All prosecution applicants must:
 - i. Develop, implement and utilize lethality/danger assessment protocols in cooperation with law enforcement and courts as part of its response to domestic violence (exception is for statewide prosecution project not directly engaging in prosecution of domestic violence, sexual assault, stalking or dating violence);
 - ii. Have an established office policy for the prosecution of domestic violence, sexual assault, stalking and dating violence;
 - iii. Obtain proper training for any person funded through OAIV on domestic violence, sexual assault, stalking and dating violence; and
 - iv. Foster meaningful partnerships with local service providers to further the project purposes, and include service providers in the preparation of the application. Proof of this partnership will be provided upon request.
- c) All court applicants must:
 - i. Develop, implement and utilize lethality/danger assessment protocols in cooperation with law enforcement and prosecution as part of its response to domestic violence (exception is for statewide court organizations who do not directly hear matters related to domestic violence, sexual assault, stalking or dating violence);
 - ii. Obtain proper training for any person funded through OAIV on domestic violence, sexual assault, stalking and dating violence; and
 - iii. Foster meaningful partnerships with local service providers or statewide victim advocacy organizations to further the project purposes, and include service providers in the preparation of the application. Proof of this partnership will be provided upon request.

Training of Staff and Volunteers: All individuals serving in a position providing advocacy to victims of crime will be required to complete the Office for Victims of Crime TTAC On-Line Advocacy Training (On-line Training) within ninety (90) days of the start of the sub-grant period. Any individuals who have completed this course within the past twelve (12) months or who have attended the National Organization for Victim Assistance Academy are exempt from the requirement to complete the On-line Training. Sub-grantees having established internal training policies for their staff and volunteers may request exemption from this requirement by submitting those policies to OAIV for approval.

Withholding of Funds The Subgrantee shall not be eligible to receive reimbursement for program activities until the following conditions are met:

SFY 2021 VAWA STOP Special Conditions

Subgrantee Name	City of Hattiesburg
Subgrant Award Number	ST-2020-019
Subgrant Project Period	July 1, 2020 – June 30, 2021
Federal Program	OVW Violence Against Women Act STOP
Federal Award Number	2018-WF-AX-0020

Examples: Training for agency/organization staff
Hiring of qualified CPA/Auditor
Providing OAIV with copy of most recent single-audit or financial statement review

Additional Information: The applicant must submit the following information within thirty (30) business days of the start of the project period or funding will be suspended.

-

Corrective Action Plan: The Subgrantee may not obligate, expend or draw down fifty percent (50%) of the funds provided under this award until the subgrantee satisfactorily complies with any corrective active plan or improvement plan required by OAIV.

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Subgrantee Name	City of Hattiesburg
Subgrant Award Number	ST-2021-019
Subgrant Project Period	July 1, 2020 – June 30, 2021
Federal Program	VAWA STOP
Federal Award Number	2018-WF-AX-0020

OAIV requires your certification to the following conditions of receipt of federal funding. Please initial and sign where indicated.

Please refer to the regulations cited below to determine the certification to which they are required to attest and the instructions for certification included in the regulations before completing this form. Acceptance of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying," 2 CFR Part 2867, "DOJ Implementation of OMB Guidance on Non-procurement Debarment and Suspension," and 28 CFR Part 83, "Government-wide Debarment and Suspension," and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement, and by extension, OAIV.

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 the 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.

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Subgrantee Name	City of Hattiesburg
Subgrant Award Number	ST-2021-019
Subgrant Project Period	July 1, 2020 – June 30, 2021
Federal Program	VAWA STOP
Federal Award Number	2018-WF-AX-0020

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Pursuant to Executive Order 12549, Debarment and Suspension, implemented at 2 CFR Part 2867, for prospective participants in primary covered transactions, as defined at 2 CFR Section 2867.20(a), and other requirements:

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) Have not within a two-year period preceding this application been convicted of a felony criminal violation under any Federal law, unless such felony criminal conviction has been disclosed in writing to the Office of Justice Programs (OJP) at jpcompliancereporting@usdoj.gov, and, after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Government in this case.

(d) 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 (b) of this certification; and

(e) 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.

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. FEDERAL TAXES

A. If an applicant is a corporation, the applicant certifies that either (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to OJP at

OJP
TB

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Subgrantee Name	City of Hattiesburg
Subgrant Award Number	ST-2021-019
Subgrant Project Period	July 1, 2020 – June 30, 2021
Federal Program	VAWA STOP
Federal Award Number	2018-WF-AX-0020

Ojpcompliancereporting@usdoj.gov, and, after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Government in this case.

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.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 83, Subpart F, for grantees, as defined at 28 CFR Sections 83.620 and 83.650:

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 drug 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, 810 7th Street, 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

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Subgrantee Name	City of Hattiesburg
Subgrant Award Number	ST-2021-019
Subgrant Project Period	July 1, 2020 – June 30, 2021
Federal Program	VAWA STOP
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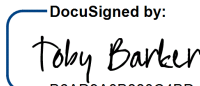
subparagraph (d)(2), with respect to any employee who is so convicted

(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).

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

DocuSigned by:

B6AD9A0B888C4BD...
Authorized Official Signature

10/12/2020 | 9:57 AM CDT

Date

Certificate Of Completion

Envelope Id: BF95F85E36D24A1CA3C9309378DD0295

Status: Sent

Subject: SG-1222 City of Hattiesburg

Source Envelope:

Document Pages: 33

Signatures: 3

Envelope Originator:

Certificate Pages: 3

Initials: 19

McCord, Robbin

AutoNav: Enabled

570 East Woodrow Wilson Drive

Envelopeld Stamping: Disabled

Jackson, MS 39216

Time Zone: (UTC-06:00) Central Time (US & Canada)

robbin.mccord@msdh.ms.gov

IP Address: 69.60.36.32

Record Tracking

Status: Original

Holder: McCord, Robbin

Location: DocuSign

9/14/2020 10:45:53 AM

robbin.mccord@msdh.ms.gov

Signer Events

Toby Barker

mayor@hattiesburgms.com

Mayor, City of Hattiesburg

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

Toby Barker
B6AD9A0B880C4BD...

Signature Adoption: Pre-selected Style
Using IP Address: 173.235.36.138

Timestamp

Sent: 9/14/2020 10:53:13 AM

Resent: 9/21/2020 11:09:13 AM

Resent: 9/25/2020 3:31:58 PM

Resent: 9/29/2020 12:41:58 PM

Resent: 10/5/2020 4:10:05 PM

Resent: 10/9/2020 9:48:19 AM

Viewed: 10/12/2020 9:56:19 AM

Signed: 10/12/2020 9:57:29 AM

Electronic Record and Signature Disclosure:

Accepted: 10/12/2020 9:56:19 AM

ID: 1cad1b0a-54ec-40b6-bf32-f65c5d440fa0

Company Name: MS State Department of Health

Dr. Thomas Dobbs

thomas.dobbs@msdh.ms.gov

State Health Officer

Mississippi State Department of Health

Security Level: Email, Account Authentication
(None)

Sent: 10/12/2020 9:57:34 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Jones, Joy

joy.jones@msdh.ms.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Toby Barker mayor@hattiesburgms.com Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	10/12/2020 9:57:34 AM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure		
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From time to time, MSDH may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document. At any time, you may request from us a paper copy of any record provided or made available electronically to you. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send paper copies of any such documents from our office to you, you may request delivery of such paper copies from us by sending an email request to MSDHDocuSignAdmin@msdh.ms.gov. If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. You must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically by submitting the requests in writing to: MS State Department of Health DocuSign Administration, 570 East Woodrow Wilson Avenue, Jackson, MS 39216. If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us. Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, October 20, 2020

Re: Acknowledge receipt of closing documents for the Big Yank Demolition Project; Approve Certificate of Substantial Completion and final acceptance; authorize payment of final pay application in the amount of \$42,192.50 and authorize the Mayor to execute in triplicate.
File Number: 2020-732
Minute Book #

Summary

Acknowledge receipt of closing documents for the Big Yank Demolition Project; Authorize payment of final pay application in the amount of \$42,192.50; Authorize Mayor to execute Certificate of Substantial Completion in triplicate; and authorize final acceptance of project.

Recommendation Statement

I recommend approval of this item.

Please place this on the October 20, 2020 City Council meeting for consideration.



October 9, 2020

Re: Big Yank Demolition
Hattiesburg, Mississippi
CN 19-3746

City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401

Attn: Lamar Rutland

Dear Mr. Rutland:

Enclosed please find the following close-out documentation on the above referenced project:

1. AIA Document G702 Application and Certificate for Payment Number Five (final) in the amount of \$36,500.00.
2. Three copies of AIA Document G704 Certificate of Substantial Completion on the above referenced project. After your review please have Mayor Barker execute all three copies and keep one copy for your files. **Return the remaining copies to this office.**
3. Landry Lewis Germany Final invoice in the amount of \$513.60.
4. Copy of Contract, Bonds, and Certificate of Insurance.
5. Copy of pay applications.
6. Consent of Surety Company to Final Payment G707
7. Contractor's Affidavit of Payment of Debts and Claims G706
8. Contractor's Affidavit of Release of Liens G706A
9. Certification all bills for labor and materials have been paid.
10. Certification project has been construction in accordance with contract documents.
11. Contractor's Guarantee Letter

If you have any questions please feel free to contact the office.

Respectfully,

Nancy Templeton
Office Manager
/nat
enclosure

AIA® Document G704™ – 2017

Certificate of Substantial Completion

PROJECT: <i>(name and address)</i> Big Yank Demolition City of Hattiesburg CN 19-3746	CONTRACT INFORMATION: Contract For: General Construction Date: February 19, 2020	CERTIFICATE INFORMATION: Certificate Number: 001 Date: October 8, 2020
OWNER: <i>(name and address)</i> City of Hattiesburg 200 Forrest Street Hattiesburg, MS 39401	ARCHITECT: <i>(name and address)</i> Landry Lewis Germany Architects, P.A. 5211 Old Highway 11 Hattiesburg, MS 39402	CONTRACTOR: <i>(name and address)</i> Jack Ferrill's Heavy Equipment 4222 Ingals Avenue Pascagoula, MS 39581

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.

(Identify the Work, or portion thereof, that is substantially complete.)

N/A - all work complete

Landry Lewis Germany
Architects, P.A.

ARCHITECT *(Firm Name)*

SIGNATURE

Kevin P. Lewis, President

PRINTED NAME AND TITLE

September 30, 2020

DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

N/A

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:

(Identify the list of Work to be completed or corrected.)

N/A - all work complete

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within () days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$0

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

12:01 a.m. on September 30, 2020

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

Jack Ferrill's Heavy
Equipment

CONTRACTOR *(Firm
Name)*

City of Hattiesburg

OWNER *(Firm Name)*

SIGNATURE

SIGNATURE

Justin Ferrill, Owner

PRINTED NAME AND TITLE

Toby Barker, Mayor

PRINTED NAME AND TITLE

DATE

DATE

March 19, 2020

Re: Big Yank Demolition
City of Hattiesburg
Hattiesburg, Mississippi
CN 19-3746

Jack Ferrill's Heavy Equipment
4222 Ingals Avenue
Pascagoula, Mississippi 39581

Attn: Mr. Justin Ferrill, Owner

Dear Mr. Ferrill:

This letter is your Notice to Proceed on the above referenced project. The project is to begin on Monday, March 23, 2020 and is to be complete within 120 consecutive calendar days or on or before July 21, 2020.

If you have any questions, please feel free to contact the office.

Respectfully,



Lisa Williams
Administrative Assistant



March 9, 2020

Re: Big Yank Demolition
City of Hattiesburg
Hattiesburg, Mississippi
CN 19-3746

Jack Ferrill's Heavy Equipment
4222 Ingals Avenue
Pascagoula, Mississippi 39581

Attn: Mr. Justin Ferrill, Owner

Dear Mr. Ferrill:

Enclosed please find an executed copy of AIA Document A101 Standard Form of Agreement Between Owner and Contractor with attached Performance and Payment Bonds and Certificate of Insurance on the above referenced project for your files.

If you have any questions please feel free to contact the office.

Respectfully,

Lisa Williams
Administrative Assistant

/nat
enclosure



AIA® Document A101™ – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Nineteenth day of February in the year Two Thousand Twenty
(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401

and the Contractor:

(Name, legal status, address and other information)

Jack Ferrill's Heavy Equipment
4222 Ingals Avenue
Pascagoula, Mississippi 39581
Telephone Number: 228-216-7176
Fax Number: 228-205-1054

for the following Project:

(Name, location and detailed description)

Big Yank Demolition
City of Hattiesburg
Hattiesburg, Mississippi
CN 19-3746

The Architect:

(Name, legal status, address and other information)

Landry Lewis Germany Architects, P.A.
5211 Old Highway 11
Hattiesburg, Mississippi 39402
Telephone Number: 601-271-7711
Fax Number: 601-271-7712

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☒ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[X] Not later than One hundred twenty (120) calendar days from the date of commencement of the Work.

[] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Sixty-two Thousand Five Hundred Dollars and Zero Cents (\$ 162,500.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A		

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
N/A	

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

If the said contractor shall neglect, fail or refuse to complete the work within the time specified herein, then the contractor shall pay to the Owner the sum of \$500.00 for each and every calendar day after the time stipulated herein for the substantial completion of the work and the Owner may deduct the said sum of \$500.00 per day from any balance due the contractor, as liquidated damages for loss and default as herein set forth, which daily sum is agreed to be a reasonable sum for liquidated damages for this project.

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Period Covered shall be the 26th day of the month through the 25th day of the following month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twenty-fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Tenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Forty-five (45) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

N/A

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

N/A

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.**§ 5.1.9** Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.**§ 5.2 Final Payment****§ 5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Final Payment shall be made by Final Application for Payment submitted in accordance with 5.1.3.

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

1.50 % monthly

ARTICLE 6 DISPUTE RESOLUTION**§ 6.1 Initial Decision Maker**

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

N/A

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

N/A

§ 8.7 Other provisions:

N/A

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

- .5 Drawings

Number	Title	Date
See Exhibit "B"		

- .6 Specifications

Section	Title	Date	Pages
See Exhibit "A"			

- .7 Addenda, if any:

Number	Date	Pages
One	01-06-2020	3

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

- ☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

N/A

- ☐ The Sustainability Plan:

Title	Date	Pages
N/A		

- ☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

- .9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

N/A

This Agreement entered into as of the day and year first written above.


OWNER (Signature)

Toby Barker, Mayor
(Printed name and title)


CONTRACTOR (Signature)

Justin Ferrill, Owner
(Printed name and title)

Init.

EXHIBIT "A"

SECTION 00 00 01 – INDEX TO SPECIFICATIONS

SECTION NUMBER	SECTION NAME	PAGES
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DIVISION ZERO – PROCUREMENT AND CONTRACTING REQUIREMENTS

00 00 00	SPEC COVER	1
00 01 01	PROJECT TITLE PAGE	1
00 01 07	INDEX TO SPECIFICATIONS	1
00 01 15	LIST OF DRAWING SHEETS	1
00 11 13	ADVERTISEMENT FOR BIDS	1
00 21 13	INSTRUCTIONS TO BIDDERS	10
00 31 26	ASBESTOS ABATEMENT	8
00 42 13	PROPOSAL FORM	3
00 50 00	CONTRACT FORMS AND SUPPLEMENTS	1
00 72 00	GENERAL CONDITIONS	41
00 73 00	SUPPLEMENTARY CONDITIONS	15

DIVISION ONE - GENERAL REQUIREMENTS

01 10 00	SUMMARY	1
01 25 13	PRODUCTS AND SUBSTITUTIONS	6
01 29 00	SCHEDULES, REPORTS, PAYMENTS	2
01 33 00	SUBMITTALS	4
01 42 00	DEFINITIONS AND STANDARDS	4
01 45 29	QUALITY CONTROL SERVICES	3
01 50 00	TEMPORARY FACILITIES	5
01 77 00	PROJECT CLOSE-OUT	2

DIVISION TWO – EXISTING CONDITIONS

02 43 16	BUILDING DEMOLITION	3
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DIVISION FIVE - METALS

05 12 00	STRUCTURAL STEEL	5
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DIVISION SEVEN - THERMAL AND MOISTURE PROTECTION

07 62 00	SHEET METAL FLASHING AND TRIM	7
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DIVISION THIRTY-ONE – EARTHWORK

31 20 00	EARTH MOVING	7
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DIVISION THIRTY-TWO – EXTERIOR IMPROVEMENTS

32 92 19	SEEDING	5
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TOTAL PAGES	137
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EXHIBIT "B"

LIST OF DRAWING SHEETS

CONTRACT DRAWINGS

1.01 LIST OF DRAWINGS

1.01.A. Drawings consist of the Contract Drawings and other drawings listed on the Table of Contents page of the separately bound drawing set, as modified by subsequent Addenda and Contract modifications:

1. Titled: BIG YANK DEMOLITION
2. Dated: DECEMBER 6, 2019

LIST OF DRAWINGS

2.01 List of Drawings: Drawings consist of the following Contract Drawings and other drawings of type indicated:

2.01.A. Architect:

1. Landry Lewis Germany Architects, P.A., 5211 Old Highway 11, Hattiesburg, MS 39402
2. Responsible for Divisions 01-49 Sections

2.02 INDEX TO DRAWING SHEETS

1. COVER TITLE COVER SHEET
2. A0.0 EXISTING BOUNDARY SURVEY
3. AD0.1 DEMOLITION SITE PLAN
4. AD1.0 DEMOLITION FLOOR PLAN
5. AD1.1 DEMOLITION WALL SECTIONS
6. A0.1 SITE REGRADING PLAN
7. A1.0 RENOVATION ELEVATION, AND WALL SECTIONS

END OF SECTION

AIA[®] Document A312[™] – 2010

Performance Bond

Bond # 5143460

CONTRACTOR:

(Name, legal status and address)

Jack Ferrill's Heavy Equipment
P. O. Box 8686 Moss Point, Mississippi 39563

SURETY:

(Name, legal status and principal place of business)

Old Republic Surety Company
P. O. Box 1635, Milwaukee, Wisconsin 53201

OWNER:

(Name, legal status and address)

City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401

CONSTRUCTION CONTRACT

Date: 02/19/20

Amount: \$162,500.00

One Hundred Sixty-Two Thousand Five Hundred and 00/100

Description:

(Name and location)

Big Yank Demolition

City of Hattiesburg, Hattiesburg, Mississippi CN 19-3746

BOND

Date: 02/21/2020

(Not earlier than Construction Contract Date)

Amount: \$162,500.00

One Hundred Sixty-Two Thousand Five Hundred and 00/100

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Jack Ferrill's Heavy Equipment

Signature:

Name Justin Ferrill

and Title: Owner

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company:

Old Republic Surety Company

Signature:

Name

and Title:

(Corporate Seal)

William Scott Neill

Attorney In Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Neill Bonding & Insurance Services, Inc.

P. O. Box 925

Fairhope, Alabama 36533

251-928-1601

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Landry Lewis Germany Architects, P.A.

5211 Old Highway 11

Hattiesburg, Mississippi 39402

601-271-7711

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

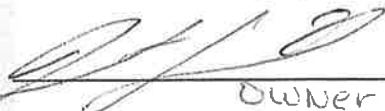
Company:

(Corporate Seal)

Signature:

Name and Title:

Address:


OWNER

4222 Ingalls Ave
Pascagoula, MS, 39581

Signature:

Name and Title:

Address:

Init.

AIA[®] Document A312[™] – 2010

Payment Bond

Bond # 5143460

CONTRACTOR:

(Name, legal status and address)

Jack Ferrill's Heavy Equipment

P. O. Box 8686 Moss Point, Mississippi 39563

SURETY:

(Name, legal status and principal place of business)

Old Republic Surety Company

P. O. Box 1635, Milwaukee, Wisconsin 53201

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

OWNER:

(Name, legal status and address)

City of Hattiesburg

200 Forrest Street

Hattiesburg, Mississippi 39401

CONSTRUCTION CONTRACT

Date: 02/19/20

Amount: \$162,500.00

One Hundred Sixty-Two Thousand Five Hundred and 00/100

Description:

(Name and location)

Big Yank Demolition

City of Hattiesburg, Hattiesburg, Mississippi CN 19-3746

BOND

Date: 02/21/2020

(Not earlier than Construction Contract Date)

Amount: \$162,500.00

One Hundred Sixty-Two Thousand Five Hundred and 00/100

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Jack Ferrill's Heavy Equipment

Signature:

Name: Justin Ferrill

and Title: Owner

(Any additional signatures appear on the last page of this Payment Bond.)

SURETY

Company:

(Corporate Seal)

Old Republic Surety Company

Signature:

Name:

William Scott Neill

and Title:

Attorney In Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Neill Bonding & Insurance Services, Inc.

P. O. Box 925

Fairhope, Alabama 36533

251-928-1601

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Landry Lewis Germany Architects, P.A.

5211 Old Highway 11

Hattiesburg, Mississippi 39402

601-271-7711

Init.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

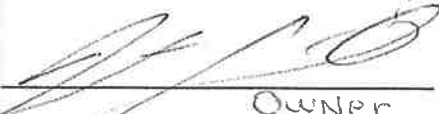
Company:

(Corporate Seal)

Signature:

Name and Title:

Address:


Owner
4222 Ingalls Ave
Pascagoula, MS 39581

Signature:

Name and Title:

Address:



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

WILLIAM SCOTT NEILL, BRENDA NEILL, OF FAIRHOPE, AL

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 2ND day of DECEMBER, 2019.


Assistant Secretary



OLD REPUBLIC SURETY COMPANY


President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 2ND day of DECEMBER, 2019, personally came before me, Alan Pavlic and Kevin Abitz, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




Notary Public

My commission expires: 9/28/2022

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

(Expiration of notary commission does not invalidate this instrument)

92-0105



Signed and sealed at the City of Brookfield, WI this 21 day of February 2020


Assistant Secretary

NEILL BONDING & INS SERVICES

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

COPY

KNOW ALL MEN BY THESE PRESENTS, that we Jack Ferrill's Heavy Equipment
(Here insert full name and address or legal title of Contractor)

P. O. Box 8686 Moss Point, Mississippi 39563

as Principal, hereinafter called the Principal, and Old Republic Surety Company

P. O. Box 1635 Milwaukee, Wisconsin 53201

a corporation duly organized under the laws of the State of Wisconsin

as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Hattiesburg, Mississippi

200 Forrest Street Hattiesburg, Mississippi

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5% of bid)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

(Here insert full name, address and description of project)

Big Yank Demolition, Hattiesburg, Mississippi

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this

6

day of February, 2020

Jack Ferrill's Heavy Equipment

(Principal)

(Seal)

(Witness)

Justin Ferrill, Owner

(Title)

Old Republic Surety Company

(Surety)

(Seal)

(Witness)

William Scott Neill, Attorney In Fact

(Title)



CAUTION: You should sign an original AIA document which has this caution printed in red.
An original assures that changes will not be obscured as may occur when documents are reproduced.



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

WILLIAM SCOTT NEILL, BRENDA NEILL, OF FAIRHOPE, AL

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

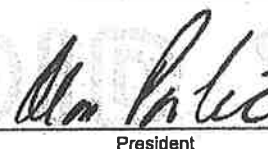
RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 2ND day of DECEMBER, 2019.


Assistant Secretary



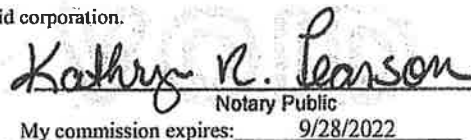
OLD REPUBLIC SURETY COMPANY


President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 2ND day of DECEMBER, 2019, personally came before me, Alan Pavlic and Kevin Abitz, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




Notary Public
My commission expires: 9/28/2022

(Expiration of notary commission does not invalidate this instrument)

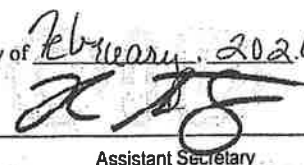
CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

92-0105

Signed and sealed at the City of Brookfield, WI this 6 day of February, 2020




Assistant Secretary

NEILL BONDING & INS SERVICES

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/24/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

BENEFIT SOLUTIONS GROUP
122 N Curran Ave
Piscataway, NJ 08854

CONTACT

PHONE: (601) 749-9009 FAX: (601) 749-9028
E-MAIL: ADDRESS:

INSURED

JACK FERRILL'S HEAVY EQUIPMENT
P.O. Box 8686
4222 Ingalls Ave Pascagoula, MS.
Moss Point, MS 39562

INSURER(S) AFFORDING COVERAGE:

INSURER A: Western World Insurance
INSURER B: Liberty Mutual Insurance
INSURER C: Progressive
INSURER D: Starstone National Insurance Company
INSURER E:
INSURER F:

NAIC #

13978

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER	TYPE OF INSURANCE	ADD. SUBR. INFO	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEO. AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER		NPP8650869	8/31/2019	8/31/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Each occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & AD&V INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOUND AGG \$ 2,000,000
C	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRE AUTOS ONLY ☐ AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY		03964176-2	10/30/2019	10/30/2020	COMBINED SINGLE LIMIT (Each occurrence) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per occurrence) \$ PROPERTY DAMAGE (Per occurrence) \$
D	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED. ☐ RETENTIONS \$		72364R190ALI	7/10/2019	7/10/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (Any proprietor/partner/retiree/employee excluded?) (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	WC5-395-385495-029	1/16/2020	1/16/2021	☒ PER STATUTE ☐ OTH. \$ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

*Grading of Land, Excavation, Building Demolition & Building Wrecking
City of Hattiesburg 200 Forrest Street, Hattiesburg, MS 39401 is listed as additional insured on the above mentioned Business Auto and General Liability included with the blanket additional insured when required with a written contract. Additional insured is automatic on the above mentioned umbrella policy when listed on the general liability policy.
Project Name: Big Yank Demolition, 1300 Edwards St., Hattiesburg, MS

CERTIFICATE HOLDER

CANCELLATION

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**CONTRACTOR'S
AFFIDAVIT OF
PAYMENT OF
DEBTS AND CLAIMS**
AIA Document G706

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☒
SURETY ☐
OTHER ☐

TO (Owner)

City OF Hattiesburg
200 Forrest St
Hattiesburg ms. 39401

ARCHITECT'S PROJECT NO: CN-19-3746

CONTRACT FOR: Jack Ferrill's Heavy
Equipment

CONTRACT DATE: March 23, 2020
to July 21, 2020

PROJECT: Big Yank Demolition Hattiesburg
(name, address) 1300 Edwards St Hattiesburg ms.

State of: MISSISSIPPI

County of:

The undersigned, pursuant to Article 9 of the General Conditions of the Contract for Construction, AIA Document A201, hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

NONE

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment Whenever
Surety is involved, Consent of Surety is required.
AIA DOCUMENT G707, CONSENT OF SURETY,
may be used for this purpose.
Indicate attachment: (yes) (no).

The following supporting documents should be attached
Hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional
upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors
and material and equipment suppliers, to the extent
required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA
DOCUMENT G706A).

CONTRACTOR: Jack Ferrill's Heavy Equipment

Address: 4222 Ingall's Ave Pascagoula ms
39581

BY:

Subscribed and sworn to before me this

Notary Public:

My Commission Expires:

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

(SIMILAR TO AIA DOCUMENT G707)

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

PROJECT: Big Yank Demolition
(name, address) City of Hattiesburg, MS

TO (Owner)

City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401

ARCHITECT'S PROJECT NO:

CONTRACT FOR: Big Yank Demolition

CONTRACT DATE: February 19, 2020

CONTRACTOR: Jack Ferrill's Heavy Equipment
4222 Inglas Avenue
Pascagoula, Mississippi 39581

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the Surety Company

Old Republic Surety Company
P. O. Box 1635
Milwaukee, Wisconsin 53201

, SURETY COMPANY,

A bond of (here insert name and address of Contractor)

Jack Ferrill's Heavy Equipment
4222 Inglas Avenue
Pascagoula, Mississippi 39581

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401

, OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,

The Surety Company has hereunto set its hand this 9th day of October, 2020

Old Republic Surety Company

Surety Company

Signature of Authorized Representative
William Scott Neill, Attorney In Fact

Attorney In Fact
Title

Attest:

(Seal):



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and

ant:
WILLIAM SCOTT NEILL, BRENDA NEILL, OF FAIRHOPE, AL

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

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- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 7TH day of AUGUST, 2020.

Karen J. Haffner

Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 7TH day of AUGUST, 2020, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My commission expires: 9/28/2022

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

92-0105



Signed and sealed at the City of Brookfield, WI this 9 day of October, 2020

Karen J. Haffner

Assistant Secretary

NEILL BONDING & INS SERVICES

CONTRACTOR'S
AFFIDAVIT OF
PAYMENT OF
DEBTS AND CLAIMS
AIA Document G706

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

☐
☐
☒
☐
☐

TO (Owner)

City of Hattiesburg
200 Forrest St
Hattiesburg, Ms. 39401

ARCHITECT'S PROJECT NO: CN-19-3746

CONTRACT FOR: Jack Ferrill's Heavy
Equipment

CONTRACT DATE: March 21, 2020
120 Days

PROJECT:
(name, address)

Big Yank Demolition Hattiesburg
1300 Edwards St. Hattiesburg Ms.

July 21, 2020

State of: MISSISSIPPI

County of: Forrest

The undersigned, pursuant to Article 9 of the General Conditions of the Contract for Construction, AIA Document A201, hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

NONE

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment Whenever Surety is involved, Consent of Surety is required. AIA DOCUMENT G707. CONSENT OF SURETY, may be used for this purpose.

Indicate attachment: (yes) (no).
The following supporting documents should be attached Hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA DOCUMENT G706A).

CONTRACTOR: Jack Ferrill's Heavy
Equipment

Address: 4222 Ingalls Ave. Pascagoula Ms
39581

BY: *Justin Ferrill*

Subscribed and sworn to before me this 9-16-20

Notary Public: *Jan Leen*

My Commission Expires: 3-31-21



Waiver Of Lien For Materials And Labor

State Of: Mississippi

County Of: Forrest

TO WHOM IT MAY CONCERN :

WHEREAS, we the undersigned : Reid Abatement 1621 Clearview Circle Columbia, Ms. 39429

Have been employed as a Subcontractor By : Jack Ferrill's Heavy Equipment (General Contractor)

To furnish materials and /or labor for the project known as Job # CN-19-3746

Big Yank Demolition City Of Hattiesburg 1300 Edwards St. Hattiesburg, Ms. 39401

NOW THEREFORE, KNOW YE THAT WE, the undersigned, for good and valuable consideration,

Do hereby waive and release any and all liens or right to lien on said above described project and promises under the Law, in relation to Mechanics Liens, on account of labor and materials, or both, furnished by the undersigned for

the Project # CN-19-3746 Owner: City of Hattiesburg 200 Forrest St. Hattiesburg, Ms. 39401

We, the undersigned, have Received Payment In Full \$ 42,000.00 certified to be the balance due the undersigned

on PROJECT # CN-19-3746 Big Yank Demolition of Hattiesburg 1300 Edwards St Hattiesburg, Ms. 39401

for all labor, materials, services, and equipment furnished by the undersigned to or on account of the said project.

GIVEN UNDER our hand and seal This 31 day of August, 20 20

Company Name : Reid Abatement

By : (Signature) [Signature]

It's : (Title) : Owner duty authorized

(Print Name): John Reid

Subscribed and sworn to before me this 31 day of

August 20 20
Notary Public : [Signature]

My Commission Expires : 01.24.2024



REID ABATEMENT
1621 CLEARVIEW CIRCLE
COLUMBIA, MS 39429
601 441 5290

reidabatement@gmail.com

INVOICE

APRIL 12, 2020

JACK FERRILLS HEAVY EQUIPMENT

4222 INGALS AVENUE

PASCAGOULA, MS 39581

INVOICE FOR: BIG YANK ASBESTOS ABATEMENT

AMOUNT: \$42,000.00

THANK YOU,

JOHN REID

*Paid in Full
4-23-2020*

COPY



OFFICIAL CHECK

270204

4/23/20

DATE:

REMITTER: JACK FERRILLS HEAVY EQUIPMENT
PO BOX 8686
MOSS POINT, MS 39562

BRANCH: 0135
ORIGINATOR: DAVIE
TIME: 10:55:01
CK AMT: \$42,000.00

TO: REID ABATEMENT
1621 CLEARVIEW CIRCLE
COLUMBIA, MS. 39429

NON-NEGOTIABLE



STATE OF MISSISSIPPI
TATE REEVES
GOVERNOR
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
CHRIS WELLS, INTERIM EXECUTIVE DIRECTOR

March 23, 2020

John Reid
Reid Abatement
1621 Clearview Circle
Columbia, MS 39429

Re: Big Yank
1300 Edwards Street
Hattiesburg, MS 39401

Dear Mr. Reid

The Mississippi Department of Environmental Quality has received your asbestos project notification regarding the referenced facility. It appears from the information that operations may commence as set forth in the notification.

Please remember to update the notification as warranted should information change. It is important that notification information on file with this agency match the activity to be performed.

Sincerely,

A handwritten signature in dark ink, appearing to read "Tommy Moody", written over a horizontal line.

Tommy Moody
Asbestos Section

MACLAND DISPOSAL CENTER

NON-HAZARDOUS SPECIAL WASTE MANIFEST

No. 674449

Section I

GENERATOR (Generator completes all of Section I)

a. Generator Name: Reid Abatement b. Generating Location: 1300 E. Highway 63
Address: 104 E. Highway 63, MS 39401 d. Address: 1300 E. Highway 63, MS 39401
e. Phone No.: 601-411-5290 f. Phone No.: 601-411-5290
If owner of the generating facility differs from the generator, provide:
g. Owner's Name: Reid Abatement h. Owner's Phone No.: 601-411-5290
i. MACLAND PROFILE NO. MS 2 2 2 2 2 Containers
j. Description of Waste: ASBESTOS k. Quantity 20 Units 9 No. 2 TYPE 2

TYPE
DM - METAL DRUM
DP - PLASTIC DRUM
B - BAG
BA - 6 MIL. PLASTIC BAG
or WRAP
T - TRUCK
O - OTHER

UNITS
P - POUNDS
Y - YARDS
M³ - CUBIC METERS
Y³ - CUBIC YARDS
O - OTHER

GENERATOR'S CERTIFICATION: I hereby certify that the above named material is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, has been properly described, classified and packaged, and is in the proper condition for transportation according to applicable regulations; AND, if the waste is a treatment residue of a previously restricted hazardous waste subject to the Land Disposal Restrictions, I certify and warrant that the waste has been treated in accordance with the requirements of 40 CFR Part 268 and is no longer a hazardous waste as defined by 40 CFR Part 261.

Generator Authorized Agent Name John Reid Signature John Reid Shipment Date 4-1-20

Section II TRANSPORTER (Transporter complete a-g)

TRANSPORTER

a. Name: John Reid
b. Address: 1621 Clearview Circle
Columbia, MS 39429
Driver Name / Title: John Reid PRINT / TYPE
d. Phone No.: 601 e. Truck No.: 601
f. Vehicle License No. / State: 601
Acknowledgement of Receipt of Materials

g. Driver Signature John Reid Shipment Date 4-1-20

Section III CONTRACTOR (Contractor Complete a-g)

CONTRACTOR

a. Name: Reid Abatement
b. Address: 1621 Clearview Circle
Columbia, MS 39429
c. Contractor Name / Title: John Reid PRINT / TYPE
d. Phone No.: 601-411-5290 e. P.O. No.: 601-411-5290
f. FAX No.: 601-411-5290

g. Contractor Signature John Reid Shipment Date 4-1-20

Section IV

DESTINATION

MACLAND DISPOSAL CENTER
11300 HIGHWAY 63
MOSS POINT, MISSISSIPPI 39562

P.O. BOX 2025
ESCATAWPA, MS 39552

PHONE: (228) 475-9747
FAX: (228) 475-9744

I hereby certify that the above named material has been accepted and to the best of my knowledge the foregoing is true and accurate.

Name of Authorized Agent (Please Print) John Reid Signature John Reid Receipt Date 4-1-20

Section V

ASBESTOS (Generator complete a-d, f, g; Operator * completes e)

a. Operator's * Name: Reid Abatement b. Operator's * Phone No.: 601-411-5290
c. Operator's * Address: 1621 Clearview Circle, Columbia, MS 39429
d. Special Handling Instructions and additional information: Asbestos

OPERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and government regulations.

Operator's Name & Title: John Reid Print / Type John Reid Operator's * Signature John Reid Date 4-1-20

f. Name and Address of Responsible Agency: Reid Abatement

g. ☐ Friable; ☐ Non-friable; ☐ Both %friable %nonfriable

* Operator refers to the company which owns, leases, operates, controls, or supervises the facility being demolished or renovated, or the demolition or renovation operation, or both.

TRANSPORTER RETAIN

State of Mississippi

*Department of Environmental Quality
Office of Pollution Control*

Certificate of Licensure

In accordance with the Asbestos Abatement Accreditation and Certification Act,
Enacted as 1989 Mississippi Law, Chapter 505

Be it known that

John A. Reid

Having submitted acceptable evidence of qualifications and
training and other appropriate information, is hereby granted this

Asbestos Contractor

Certification


Chief, Air Division

***Certificate No.: ABC-00001772
Expiration Date: Aug 22nd, 2020
Training Expires on Aug 22nd, 2020***

40592 LIC20190001

State of Mississippi

***Department of Environmental Quality
Office of Pollution Control***

Certificate of Licensure

In accordance with the Asbestos Abatement Accreditation and Certification Act,
Enacted as 1989 Mississippi Law, Chapter 505

Be it known that

John A. Reid

Having submitted acceptable evidence of qualifications and
training and other appropriate information, is hereby granted this

***Asbestos Supervisor
Certification***



Chief, Air Division

***Certificate No.: ABS-00001771
Expiration Date: Aug 22nd, 2020
Training Expires on Aug 22nd, 2020***

40592 LIC20190002

State of Mississippi

*Department of Environmental Quality
Office of Pollution Control*

Certificate of Licensure

In accordance with the Asbestos Abatement Accreditation and Certification Act,
Enacted as 1989 Mississippi Law, Chapter 505

Be it known that

Tony R Gardner

Having submitted acceptable evidence of qualifications and
training and other appropriate information, is hereby granted this

***Asbestos Supervisor
Certification***

***Certificate No.: ABS-00007690
Expiration Date: Feb 28th, 2021
Training Expires on Feb 28th, 2021***


Chief, Air Division

56123 LIC20200001

State of Mississippi

***Department of Environmental Quality
Office of Pollution Control***

Certificate of Licensure

In accordance with the Asbestos Abatement Accreditation and Certification Act,
Enacted as 1989 Mississippi Law, Chapter 505

Be it known that

Thomas J Lee

Having submitted acceptable evidence of qualifications and
training and other appropriate information, is hereby granted this

***Asbestos Worker
Certification***

***Certificate No.: ABW-00007793
Expiration Date: May 9th, 2020
Training Expires on May 9th, 2020***



Chief, Air Division

69837 LIC20190001



REIDABA-01

CGOODNIGHT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/14/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fisher Brown Bottrell Insurance, Inc. P. O. Box 1490 Jackson, MS 39215	CONTACT NAME: Carolyn Goodnight, CISR		
	PHONE (A/C, No, Ext): (601) 960-8229	FAX (A/C, No): (601) 208-3029	
	E-MAIL ADDRESS: cgoodnight@fbbins.com		
INSURED John Reid DBA Reid Abatement 1621 Clearview Circle Columbia, MS 39429	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Admiral Insurance Co.		24856
	INSURER B: AmFed National Insurance Co.		11208
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR DED: \$5,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER: AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			FEIECC1307906	3/3/2019	3/3/2020	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							Pollution \$ Included
							COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
							EACH OCCURRENCE \$
							AGGREGATE \$
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WC2190018832	5/3/2019	5/3/2020	☒ PER STATUTE ☐ OTHER \$
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Pollution Liability			FEIECC1307906	3/3/2019	3/3/2020	See Below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability & Pollution Liability policy contains blanket additional insured wording as respects the insured's ongoing operations on a primary & non-contributory basis & blanket waiver of subrogation wording when required by written contract. This status exists only for the project specified in that contract.

Pollution Liability: \$1,000,000 per occurrence/\$2,000,000 aggregate w/ \$5,000 Ded

Reference only project: Big Yank, City of Hattiesburg

CERTIFICATE HOLDER

CANCELLATION

Jack Ferrills Heavy Equipment
4222 Ingalls Ave
Pascagoula, MS 39581

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jack Ferrills Jr.

**CONTRACTOR'S
AFFIDAVIT OF
RELEASE OF LIENS**
AIA Document G706A

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☒
SURETY ☐
OTHER ☐

TO (Owner)

City of Hattiesburg
Mississippi
200 Forrest St

Hattiesburg MS 39401

PROJECT: Big Yank Demolition Hattiesburg
(name, address) 1300 Edwards St Hattiesburg MS.

ARCHITECT'S PROJECT NO: CN-19-3746

CONTRACT FOR: Jack Ferrill's Heavy Equipment

CONTRACT DATE: March 23, 2020

120 Days

July 21, 2020

State of MISSISSIPPI

County of Forrest

The undersigned, pursuant to Article 9 of the General Conditions of the Contract for Construction, AIA Document A201, hereby certifies that, to the best of his knowledge, information and belief, except as listed below, the Releases of Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

NONE

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment
2. Separate Releases or Waivers of Liens from Subcontractors And material and equipment suppliers, to the extent Required by the Owner, accompanied by the list thereof.

CONTRACTOR: Jack Ferrill's Heavy Equipment

Address: 4222 Ingall's Ave

Pascagoula MS 39581

BY: Justin Ferrill

Subscribed and sworn to before me this 9-16-20

Notary Public: Just Kelly

My Commission Expires: 3-31-21



Jack Ferrill's Heavy Equipment

4222 Ingalls Ave Pascagoula, Ms. 39581
1-228-216-7176 Office fax : 1-228-205-1054
Email : lferrill@ymail.com

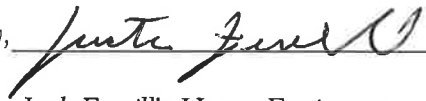
Date : September 16,2020

Labor & Material Release Letter

To City of Hattiesburg,

I Jack Ferrill's Heavy Equipment do hereby certify that all bills for labor and materials incorporated into the project Demo Job Big Yank CN-19-3746 of Hattiesburg.under our contract, has been paid and that the Owner is released from any and all claims and/or damages under this contract.

Sincerely,


Jack Ferrill's Heavy Equipment

Subscribed and sworn to before me this date: 9-16-20

Notary Public: 

My Commission Expires : 3-31-21



Jack Ferrill's Heavy Equipment

4222 Ingalls Ave Pascagoula, Ms. 39581
1-228-216-7176 Office fax : 1-228-205-1054
Email : lferrill@ymail.com

Date : September 16, 2020

CONSTRUCTED IN ACCORDANCE LETTER

To City of Hattiesburg,

I Jack Ferrill's Heavy Equipment do hereby certify that
the project Demo Job Big Yank CN-19-3746 of
Hattiesburg under our contract, has been constructed in
accordance with this contract documents.

Sincerely,


Jack Ferrill's Heavy Equipment

Subscribed and sworn to before me this date: 9-16-20.

Notary Public : 

My Commission Expires : 3-31-21



Jack Ferrill's Heavy Equipment
4222 Ingalls Ave, Pascagoula, Ms. 39581
1-228-216-7176 office fax : 228-205-1054
E-mail: lferrill@ymail.com

Guaranty Letter

Date : September 16, 2020

Project Owner : City of Hattiesburg, Ms.
Demo Job Big Yank CN-19-3746

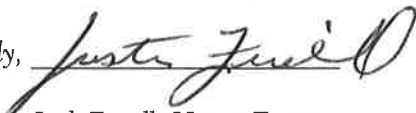
I Jack Ferrill's Heavy Equipment do hereby certify that all work performed on is above project.

To be free from defective materials and workmanship for a period One (1) year or such longer period of time as may be called for in the contract documents for such portions of work.

Within the guaranty period, if repairs or changes are requested in connection with guaranteed work which, in the opinion of the Owner, are rendered necessary as a result of the use of materials, equipment or workmanship which are interior defective or not in accordance with the terms of the contract, the Contractor shall promptly, upon receipt of notice from and without expense to the Owner, place in satisfactory condition in every particular, all such guaranteed work, correct all defects therein and make good all damages to the building, site, equipment or contents thereof which, in the opinion of the Owner, is the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the contract; and make good any work or materials or the equipment and contents of said buildings or site disturbed in fulfilling any such guaranty.

If after notice, the Contractor fails to proceed promptly to comply with the terms of the guaranty, the Owner may have the defects corrected and the Contractor and his Sureties shall be liable for all expense incurred.

All special guarantees applicable to definite parts of work stipulated in the project manual or other papers forming part of the contract shall be subject to the terms of this paragraph during the first year of the life of such special guaranty."

Sincerely, 
Jack Ferrill's Heavy Equipment

Subscribed and sworn to before me this date : 9-16-20

Notary Public :  My Commission Expires: 3-31-21



CREATING LANDMARKS SINCE 1910

Big Yank Demolition
Hattiesburg, MS
CN 19-3746

5211 Old Highway 11, Hattiesburg, MS 39402 • Phone 601.271.7711 • Email: staff@llgarch.com

TO (OWNER): City of Hattiesburg
200 Forrest St.
Hattiesburg, Ms. 39401

PROJECT #: Big Yank Demolition
1300 Edwards St.
Hattiesburg, Ms.
CN-19-3746

APPLICATION NO: #5 Final

(CONTRACTOR)

PERIOD FROM: June 23, 2020
TO: Sept. 16, 2020

Jack Ferrill's Heavy Equipment
4222 Ingall's Ave
Pascagoula, Ms. 39581
228-216-7176

CONTRACT FOR: L.L.G. Architects, PA
Hattiesburg, Ms.

CONTRACT DATE: March 23, 2020 to July 21, 2020

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY

CHANGE ORDERS APPROVED
IN PREVIOUS MONTHS BY
OWNER

ADDITIONS

DEDUCTIONS

TOTAL

APPROVED THIS MONTH

NUMBER

DATE APPROVED

TOTALS

NET CHANGE ORDERS

\$0.00

\$0.00

The undersigned contractor certifies that to the best of his 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 him for work for which previous certificates for payment were issued and payments received from the owner, and that current payment shown here is now due.

CONTRACTOR:

BY: Jack Ferrill DATE: 9-16-2020

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the contract documents, based on on-site observation and the data comprising the above application, the Architect certifies to the owner 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; and that the Contractor is entitled to payment of the AMOUNT CERTIFIED.

APPLICATION IS MADE FOR PAYMENT, AS SHOWN BELOW IN CONNECTION WITH THE CONTRACT. CONTINUATION SHEET ATTACHED.

The present status of the Account for this Contract is as follows:

1. ORIGINAL CONTRACT SUM	\$162,500.00
2. Net change by Change Orders	
3. CONTRACT SUM TO DATE	\$162,500.00
4. TOTAL COMPLETED & STORED TO DATE	\$162,500.00
5. RETAINAGE 5 %	\$0.00
6. TOTAL EARNED LESS RETAINAGE	\$162,500.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$120,307.50
8. CURRENT PAYMENT DUE	\$42,192.50
9. BALANCE TO FINISH, PLUS RETAINAGE	\$0.00

State of: Mississippi County of: Lamar

Subscribed & Sworn to before me this Date 9/16 2020

Notary Public: Nancy Anne Templeton

My Commission Expires: 10/20/2024



AMOUNT CERTIFIED:

42,192.50

ARCHITECT: Landry Lewis Germany Architects P.A.

BY: CLG DATE 10/13/20

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 to the Owner or Contractor under this Contract.

CONTINUATION SHEET	PAGE	2 OF	2	PAGES
AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.				APPLICATION NUMBER: #5 FINAL
In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.				APPLICATION DATE: June23,2020
				PERIOD TO: Spet.16,2020
				ARCHITECT'S PROJECT NO: CN-19-3746
				CONTRACTOR'S JOB NO:

CONTINUATION SHEET	PAGE	2 OF	2	PAGES
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In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.				APPLICATION DATE: June23,2020
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				ARCHITECT'S PROJECT NO: CN-19-3746
				CONTRACTOR'S JOB NO:

CONTINUATION SHEET	PAGE	2 OF	2	PAGES
AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.				APPLICATION NUMBER: #5 FINAL
In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.				APPLICATION DATE: June23,2020
				PERIOD TO: Spet.16,2020
				ARCHITECT'S PROJECT NO: CN-19-3746
				CONTRACTOR'S JOB NO:

A	B	C	D	E	F	G	H		
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (AND NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C) MULTIPLY 5	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D-E)	THIS PERIOD					DOLLARS ACCUMULATED THROUGH THIS APPLICATION
1	Mobilization	\$12,500.00	\$12,500.00	\$0.00		\$12,500.00	5.00	\$0.00	625
2	Asbestos Removal	\$60,850.00	\$60,850.00	\$0.00		\$60,850.00	5.00	\$0.00	3042.5
3	Fecing Security	\$2,000.00	\$2,000.00	\$0.00		\$2,000.00	5.00	\$0.00	100
4	Bracing & Shoring of Wall	\$5,000.00	\$5,000.00	\$0.00		\$5,000.00	5.00	\$0.00	250
5	Saw Cutting slab	\$5,650.00	\$5,650.00	\$0.00		\$5,650.00	5.00	\$0.00	282.5
6	Demo of Building	\$40,000.00	\$40,000.00	\$0.00		\$40,000.00	5.00	\$0.00	2,000.00
7	Slab Removal	\$20,000.00		\$20,000.00		\$20,000.00		\$0.00	
8	Sidewalk Removal	\$7,000.00		\$7,000.00		\$7,000.00		\$0.00	
9	Dirt	\$6,000.00		\$6,000.00		\$6,000.00		\$0.00	
10	Site Grading	\$2,000.00		\$2,000.00		\$2,000.00		\$0.00	
11	Seeding	\$1,500.00		\$1,500.00		\$1,500.00		\$0.00	



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, October 20, 2020

Re: Ratify and confirm the Mayor's appointment of G. Neil Rogers, (Replaces Carey Varnado) to the Hattiesburg School Board for a term beginning October 20, 2020 and ending March 2, 2025.
File Number: 2020-748
Minute Book #

Summary

Ratify and confirm the Mayor's appointment of G. Neil Rogers, (Replaces Carey Varnado) to the Hattiesburg School Board for a term beginning October 20, 2020 and ending March 2, 2025.

Recommendation Statement

Please place this on the October 20, 2020 City Council meeting for consideration.

G. Neil Rogers, J.D., LL.M.

309 S. 40th Avenue, Hattiesburg, Mississippi 39402

Telephone: (601) 264-3309; Fax: (601) 264-6044; Email: nrogers@jacksonfirm.com

Neil practices law with the Hattiesburg, Mississippi, law firm Jackson, Tullos & Rogers, PLLC, starting his time there as an associate attorney in 2013 and becoming a partner of the firm in 2017. Neil focuses his practice on transactional matters, advising clients on various planning and taxation issues. He routinely represents clients in forming, operating, and terminating businesses, and in acquiring and selling assets, particularly real property. As a part of his real estate practice, Neil assists with negotiating purchase contracts, performing due diligence, coordinating lending arrangements, acquiring title insurance, and closing transactions.

Education

University of Florida Levin College of Law
LL.M., Taxation (2013)

Mississippi College School of Law
J.D. (2012), *magna cum laude*
Associate Editor, *Mississippi College Law Review*

University of Southern Mississippi
B.A., History (2009), *summa cum laude*

Organizations and Affiliations

Member, Mississippi Bar Association

Member, South Central Mississippi Bar Association

Vice President, Taxation Section Executive Committee

Board Member, Pinebelt Foundation

Presentations

Educational and issued-based speaking engagements to attorneys and the public at-large on planning and transactional law matters.

Examples of speaking events:

- South Central Mississippi Bar Association CLE event – *Issues in Buying and Selling a Business*
- CLE event – *Advanced Estate Planning Matters and Related Taxation Topics*
- The Arc of Southeast Mississippi – *Special Needs Considerations in Estate Planning*

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION: School Board

TERM OF OFFICE: 5 years PERIOD: _____

REPLACES Carey Varnado

TERM EXPIRED: X OR RESIGNED: _____ Letter

attached _____ DOES THIS POSITION REQUIRE A PUBLIC OFFICIAL'S

BOND? YES X NO _____

NAME OF PROPOSED APPOINTEE: G. Neil Rogers

PLEASE GIVE FULL NAME, IF NICKNAME IS USED, PLEASE PUT IN PARENTHESIS ()

ADDRESS: _____

HOME PHONE NUMBER: _____ WARD: _____

PLACE OF EMPLOYMENT: _____

EMPLOYMENT ADDRESS: _____

EMPLOYMENT PHONE NO.: _____ POSITION: _____

PERSON CONTACTED BY: Mayor Toby Barker DATE: _____

TO BE CONTACTED BY: _____

DATE CONTACTED: _____

AGREED TO SERVE: X DECLINED: _____



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, October 20, 2020

Re: Approve the sale of a parcel of land located at the southeast corner of E 4th Street and Nora Street, Parcel No. 2-029J-10-073.00, PPIN 22901, as per Quit Claim Deed, to Trace Rising LLC in the amount of \$3,225.00, exclusive of auction premium, which is the highest bid received, and authorize the Mayor to execute Quit Claim Deed.
File Number: 2020-727
Minute Book #

Summary

Sale of city-owned real estate at the SSE corner of E 4th St and Nora St via GovDeals auction per City Council authorization.

Recommendation Statement

I recommend accepting the bid presented.

Please place this on the October 20, 2020 City Council meeting for consideration.

**Hattiesburg, MS
200 Forrest St
Hattiesburg, MS 39401-3451**

Bill of Sale Date: 09 Oct 2020

Bill of Sale Number: 1092020

Asset ID: 16

Inventory ID: 16

Description of Property

Award Amount

Real Estate parcel SE corner of E 4th Street and Nora Street - PPIN 22901

3225.00

Asset Information



Year:

Make/Brand:

Model:

VIN/Serial:

Meter:

Title Restriction:

Not Applicable

Sale Information

Actual Sold Amount: USD \$3,225.00

Paid On: 09 Oct 2020 Wire Transfer

Other Amount: USD \$0.00

Other Amount Description:

Buyer's Premium: USD \$403.12

Tax Rate: 0%

Tax Amount: USD \$0.00

Total Amount: USD \$3,628.12

*** Taxable Items**

Trace Rising LLC
1202 S 34th Ave
Hattiesburg, MS 39402
USA
cedmonso@hotmail.com
9179524262

Asset is sold as is, where is and without warranty. Once the asset is removed from the seller's premises there is no refund of monies previously paid.

Buyer/Agent Signature: _____

Print Name: _____

Date: _____

Prepared By, Record and Return to:
Pope & Pope, P.A.
Moran M. Pope, III
MS Bar No. 4441
P.O. Box 17527
Hattiesburg, MS 39404
601-268-9997

INDEXING INSTRUCTIONS: Lot 8, Block A of the F. F. Phillips and H. McInnis Subdivision or Addition to the City of Hattiesburg, Forrest County, Mississippi

STATE OF MISSISSIPPI

COUNTY OF FORREST

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, **GRANTOR**,

THE CITY OF HATTIESBURG
a Mississippi Municipal Corporation
Post Office Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4500

does hereby grant, bargain, sell, convey and quitclaim unto the **GRANTEE**,

TRACE RISING, LLC,
A Mississippi Limited Liability Company

Address: _____

Telephone: _____

any and all of our right, title and interest in the following described real property, lying and being situate in Forrest County, Mississippi, described as follows, to-wit:

Lot Eight (8) less the East 50 feet thereof of Block A of the F. F. Phillips and H. McInnis Subdivision or Addition to the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all the improvements

and appurtenances thereunto belonging.

WITNESS MY SIGNATURE, on this, the ____ day of _____, A.D., 2020.

CITY OF HATTIESBURG

By: _____
TOBY BARKER, MAYOR

ATTESTED BY:

KERMAS EATON, CITY CLERK

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, A.D., 2020, within my jurisdiction, the within named **TOBY BARKER** who acknowledged that he is Mayor of the City of Hattiesburg, Mississippi, and that in said representative capacity, he executed the above and foregoing instrument after first having been duly authorized so to do.

NOTARY PUBLIC
My Commission Expires: _____

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, A.D., 2020, within my jurisdiction, the within named **KERMAS EATON**, who acknowledged that he is City Clerk of the City of Hattiesburg, Mississippi, and that in said representative capacity, he executed the above and foregoing instrument after first having been duly authorized so to do.

NOTARY PUBLIC

My Commission Expires: _____



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Kermas Eaton, City Clerk

cc:

Date: Tuesday, October 20, 2020

Re: Acknowledge certification of results of the August 25, 2020 Mississippi Power referendum special election.
File Number: 2020-743
Minute Book #

Summary

Acknowledge certification of results of the August 25, 2020 Mississippi Power referendum special election.

Recommendation Statement

I recommend acceptance of certification of election results.

Please place this on the October 20, 2020 City Council meeting for consideration.

We, the undersigned Municipal Executive Committee, hereby certify that the foregoing is a true and complete Recapitulation and statement of the results of the Special Referendum held on the 25th day of August, 2020, in the Municipality of Hattiesburg, Mississippi, and that the foregoing correctly shows the votes cast for each person and for the referendum at said election.

Municipal Election Commissioners of the Municipality of Hattiesburg, Mississippi.

Tim Phalen Steve Melton-Jones
Allen Rhodes

Official Recapitulation

The Municipal Election Commissioners will prepare three Or
Recapitulation Sheets containing the vote of the entire mur
forward one copy to Michael Watson, Secretary of State, P.
Jackson, MS 39205, file one copy with the Municipal Clerk
third copy for their records.

Election

OFFICIAL RECAPITULATION of votes cast in the Special I
the Municipality of Hattiesburg
on the 25th day of August, 2020.

Votes cast in the Municipality of _____, Mississippi
on the _____ day of _____, 20____.

Names of Election Wards

Race and Candidate Names

Mississippi Power Referendum

FOR	1302
AGAINST	89
TOTAL VOTES	1391

ticial
municipality. They will
P.O. Box 136,
t, and keep the

Election held in
____, Mississippi

[illegible]



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Chris McGee, Director of Parks and Recreation

cc:

Date: Tuesday, October 20, 2020

Re: Acknowledge receipt of FY 2019 Expenditure Report from Hattiesburg Youth Soccer Association for HYSA Soccer Program.
File Number: 2020-737
Minute Book #

Summary

Acknowledge receipt of FY 2019 Expenditure Report from Hattiesburg Youth Soccer Association for HYSA Soccer Program.

Recommendation Statement

I recommend acceptance of expenditure report.

Please place this on the October 20, 2020 City Council meeting for consideration.

HYSA EXPENSES (2019)

1. Uniforms =	\$18,828.85
2. Referees =	\$ 8,930.00
3. Temp. Lighting =	<u>\$ 2,091.85</u>
Total =	\$29,850.70

Cash Basis

Hattiesburg Youth Soccer Association Inc

Transaction Detail By Account

January through December 2019

Type	Date	Num	Name	Memo	Split	Debit	Balance
OPERATING							
Uniforms							
Check	03/21/2019	6881	Third Coast Soccer			7,959.40	7,959.40
Deposit	05/16/2019			Deposit	Recreational O...		7,609.40
General Journal	06/30/2019	285		texaco	Gas and Oil	604.50	8,213.90
Check	07/03/2019	6982	Third Coast Soccer		Recreational O...	2,112.20	10,326.10
Check	10/23/2019	7090	Third Coast Soccer		Recreational O...	3,179.75	13,505.85
Check	10/25/2019	7086	Third Coast Soccer	FALL REC JERSEY O...	Recreational O...	15,649.10	29,154.95
Total Uniforms						29,504.95	29,154.95
Total OPERATING						29,504.95	29,154.95
TOTAL						29,504.95	29,154.95

2019
Uniforms = \$18,828.85

Hattiesburg Youth Soccer Association Inc

Transaction Detail By Account

January through December 2019

Type	Date	Num	Name	Memo	Split	Debit	Balance
OPERATING							
Contract Services							
Referees							
Deposit	02/12/2019			Deposit	Recreational O...	-570.00	
Deposit	02/19/2019	259		Deposit	Recreational O...	-950.00	
General Journal	02/28/2019	259			Bank/CC Proc...	1,100.00	
General Journal	02/28/2019	259			Bank/CC Proc...	2,900.00	
Check	03/07/2019	03071...	Cash		Recreational O...	4,570.00	
Check	03/21/2019	6882	Cash		Recreational O...	4,670.00	
Check	03/21/2019	6884	Cash		Recreational O...	6,170.00	
Check	03/21/2019	6885	Cash		Recreational O...	7,070.00	
Check	03/28/2019	6889	Cash		Recreational O...	7,875.00	
Check	03/29/2019	03291...	Cash		Recreational O...	10,220.00	
Check	04/02/2019	6899	Cash		Recreational O...	11,030.00	
Deposit	04/04/2019			Deposit	Recreational O...	10,775.00	
General Journal	04/09/2019	275			-SPLIT-	11,075.00	
Check	04/23/2019	6942	Cash		Recreational O...	11,325.00	
Check	04/25/2019	5464	Jay Hyde		Recreational O...	11,375.00	
Check	09/13/2019		BANK DEBIT		Recreational O...	13,645.00	
Check	09/20/2019		BANK DEBIT		Recreational O...	15,915.00	
Deposit	09/23/2019			REF FEES	Recreational O...	15,025.00	
Deposit	09/23/2019				Recreational O...	14,705.00	
Check	09/24/2019		BANK DEBIT		Recreational O...	15,925.00	
Deposit	09/26/2019		BANK DEBIT		Recreational O...	16,320.00	
Check	09/27/2019				Recreational O...	16,060.00	
Check	10/01/2019		BANK DEBIT		Recreational O...	17,280.00	
Check	10/03/2019		BANK DEBIT		Recreational O...	18,280.00	
Deposit	10/04/2019			Deposit	Recreational O...	17,700.00	
Check	10/11/2019		BANK DEBIT		Recreational O...	19,700.00	
Check	10/17/2019		BANK DEBIT		Recreational O...	20,200.00	
Deposit	10/18/2019			Deposit	Recreational O...	19,430.00	
Check	10/24/2019		BANK DEBIT		Recreational O...	20,630.00	
Deposit	10/25/2019			Deposit	Recreational O...	19,950.00	
Check	11/01/2019		BANK DEBIT		Recreational O...	21,950.00	
Check	11/05/2019		BANK DEBIT		Recreational O...	22,450.00	
Check	11/07/2019		BANK DEBIT		Recreational O...	22,750.00	
Deposit	11/08/2019			REFS - REC	Recreational O...	22,305.00	
Check	11/15/2019		BANK DEBIT		Recreational O...	22,515.00	
Total Referees							22,515.00
Total Contract Services							22,515.00
Total OPERATING							22,515.00
TOTAL							22,515.00

2019
Refs = \$8,930⁶⁰

Cash Basis

Hattiesburg Youth Soccer Association Inc
Transaction Detail By Account
January through December 2019

Type	Date	Num	Name	Memo	Split	Debit	Balance
OPERATING							
Field Expenses - Lighting							
Check	11/04/2019	DBT	PUCKETT MACHIN...			2,091.85	2,091.85
Total Field Expenses - Lighting						2,091.85	2,091.85
Total OPERATING						2,091.85	2,091.85
TOTAL						2,091.85	2,091.85

2019
Temporary Field Lights = \$2,091.85



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Chris McGee, Director of Parks and Recreation
cc:
Date: Tuesday, October 20, 2020
Re: Acknowledge receipt of FY 2019-2020 Expenditure Report from Hattiesburg Arts Council Municipal Programs.
File Number: 2020-739
Minute Book #

Summary

Acknowledge receipt of FY 2019-2020 Expenditure Report from Hattiesburg Arts Council Municipal Programs.

Recommendation Statement

I recommend acceptance of expenditure report.

Please place this on the October 20, 2020 City Council meeting for consideration.

**Hattiesburg Arts Council
Municipal programs**

Final Report for FY2019-2020

And

Budget proposal and Request for 2020-2021

City of Hattiesburg Parks and Recreation





September 10, 2020

Dear Mayor Barker, Hattiesburg City Council and Chris McGee,

The Hattiesburg Arts Council's 15-member Board of Directors and members would like to thank you for the many years of support you have given us. We have had another successful and creative year and we look forward to the coming events for HAC's 50th anniversary year. We enjoy sharing our story with you and would like to share our FY20 final report and FY21 proposed budget request.

This year, Hattiesburg Arts Council is kicking off its first official Adult Drumming Circle. Drum circles are known throughout this country for their therapeutic purpose and community engagement. The drumming circle is particularly useful for releasing stress and stimulating self-expression, which is especially important for our citizens during these COVID times. FREE and open to the public. Every Tuesday, starting September 22nd through May 2021, from 6-7pm. No experience is needed. Just bring your own drum and a stool to "The JOOK," 825 North Main Street, Downtown Hattiesburg.

This spring we launch a Senior Reading Theater, as well as numerous interactive workshops, and proudly presenting and exhibiting one of the MS Governors Award recipients, Ruth Miller, a nationally recognized textile artist from Picayune, MS. We are excited to also celebrate and spotlight our Hispanic residents, with an exhibit of local artist, Hector Boldo, along with a community altar for the annual "Dias de los Muertos" festivities.

HAC's creative and interactive year-round events give us the chance to meet many Hattiesburg residents that participate regularly in our community programs. Many Hattiesburg teachers receive CEU credits from our Professional Development workshops, and a record number of residents enter the Amateur Photo Competition and The Annual High School and Emerging Artist Exhibit. Families are thankful for the HAC smART Space activities at our outdoor festivals, our municipal City Summer Camps, and the mandatory drug court recovery classes. In addition, there are numerous exhibits we share with the open public at the Cultural Center and City Hall, and the October Brown Bag Concerts at City Hall Fountain Park (moved to April 2021 due to COVID). We encourage each of you to attend these creative and inspiring events that HAC provides all citizens free of charge.

As we make final preparations for another successful year, we look forward to hearing from you regarding concerns for this donation request. In order to provide the community with quality artistic programs, we encourage you to renew your support for the Hattiesburg Arts Council.

As you glance through the prepared folder, please recognize the City of Hattiesburg logo faithfully displayed on all our materials, flyers, website, invitations, banners and social media. There is no doubt that we have tremendous gratitude for your support of the arts, and we enjoy recognizing you in every way possible. Should you have any questions or concerns, please do not hesitate to call or email us. Thank you for all your hard work and dedication.

Sincerely and gratefully yours,

A handwritten signature in blue ink, appearing to read "Rebekah Stark Johnson". The signature is fluid and cursive, with a long, sweeping line extending to the right.

Rebekah Stark Johnson
Executive Director

**Hattiesburg Arts Council Final Report -Municipal Programs for FY2020 for City of Hattiesburg
July 2019 to June 30 2020**

Program Expenses

HAC smART Space	
Art Supplies	\$1,582.00
City Summer Camp/Virtual classes June thru July	\$1,875.00
CE Roy After School and virtual classes April thru May	\$2,630.00
CE Roy After School virtual classes April thru May	\$1,550.00
Earl Travillion	\$2,300.00
Drug Court/ classes for addiction recovery	\$1,520.00
Hac smART Space Festival participation	\$540.00
Summer Tunes 2019	
Mobile St. Renaissance Festival	
Live @ 5 / Fall 2019	
Farmers Market/Fall 2019	
Put Me in the Mix/ Stage Decoration/Workshops for public	\$750.00
Arts in Education/Professional Development/Women's suffrage lecture	\$150.00
Cultural Events & Exhibits	
Heidi Pitre expenses for exhibit	\$250.00
Exhibits-Emerging artist and High School	\$50.00
Brown Bag Artist renumeration + sound	\$1,750.00
Annual Amateur Photo competition	\$170.00
HAC smARTy Gras event	\$850.00
Children's Theater Performance at the Saenger Theater	\$3,250.00
Concert Band programs	\$250.00

Program Administration & Operation Expenses

Directors compensation (1 mo + payroll tax)	\$3,588.00
Promotional Materials /website (smART space)	\$150.00
Assorted Supplies (Printers ink & Paper)	\$310.00
Travelers Liability insurance (1/2 of policy)	\$385.00
Travel expense to Jackson for MPB radio interview	\$150.00
Telephone expense (1 mo. Average)	\$110.00
Total Expenses HAC FY2020 Municipal Programs	\$24,160.00
<u>FY20 Municipal Funds Received</u>	<u>(\$20,760.00)</u>
Hattiesburg Arts Council FY2020 Out of Pocket Expenses	\$3,400.00

Hattiesburg Arts Council Municipal Programs Budget Proposal 2020-2021

Program Expenses

HAC smART Space	
City Summer camp 3 weeks in June	\$3,645.00
Drug Court/classes for addiction recovery	\$3,000.00
Art Supplies	\$1,500.00
HAC smART Space Festival participation	
Live @ 5 Spring 2021 and Summer Tunes 2021	\$500.00
Farmers Market/2020/2021	\$200.00
Community Outreach at the Jook	
Adult Drumming Circle 30 sessions x \$100	\$3,000.00
Teen drumming session January -May HPSP 15 sessions x \$100	\$1,500.00
Arts in Education/ Professional Development	
Workshop for teachers who work w/special needs students	\$900.00
Cultural Events and Exhibits	
Exhibits Emerging artists and High School exhibit	\$100.00
Annual Amateur Photo competition	\$175.00
Brown Bag Artists remuneration + sound (Spring rescheduled)	\$1,000.00
Ruth Miller Governors Award winner/exhibit and coffeetalk	\$500.00
Hispanic art exhibit/Day of the Dead community altar	\$500.00
Field trips for schools Hispanic exhibit	\$250.00
HAC smART Space childrens exhibit and activities event (December)	\$850.00
Field trips for schools to smART space exhibit and activities	\$200.00
Play Me I'm Yours /Pop up student concerts Brian Blair tribute/	\$400.00
Senior Reading Theater classes March-May	\$500.00
Classical guitars/ Miro and Natasa music performance	\$1,500.00
Pastel drawing classes	\$500.00
Collage workshop	\$500.00
Concert Band programs	\$250.00
City Hall exhibits	\$200.00
Put Me in the Mix final recording project/instructors/ and rehearsals	\$400.00
Mural to celebrate Hispanic and ethnic population/Hector Boldo	\$1,000.00

Program Administration and Operation Expenses

Directors compensation (1 mo. + payroll tax)	\$3,589.00
Promotional Materials/website/	\$310.00
Assorted Supplies (Printers ink and Paper)	\$250.00
Travelers Liability insurance	\$385.00
Travel expenses representing Hattiesburg MS arts commission	\$50.00
Telephone expense (1 mo. Average)	\$100.00

Total Expenses HAC FY2021 Municipal Programs	\$27,754.00
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<u>FY 21 Municipal Funds Requested</u>	<u>\$25,000.00</u>
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Hattiesburg Arts Council FY2021 Out of Pocket Expenses	\$2,754.00
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Memorandum

To: Mayor Toby Barker and Members of City Council

From: Chris McGee, Director of Parks and Recreation

cc:

Date: Tuesday, October 20, 2020

Re: Acknowledge receipt of FY 2019-2020 Expenditure Report from South Mississippi Art Association. (Ceramics and Pottery Program).
File Number: 2020-740
Minute Book #

Summary

Acknowledge receipt of FY 2019-2020 Expenditure Report from South Mississippi Art Association. (Ceramics and Pottery Program).

Recommendation Statement

I recommend acceptance of expenditure report.

Please place this on the October 20, 2020 City Council meeting for consideration.

**South Mississippi Art Association
Ceramics and Pottery Program Report
October 1, 2019 through September 30, 2020**

Transaction Date	Check #	Description	Expenditures	
			Artist Contract Labor	Repair, Maintenance & Program Support
10/15/19	5006	Ben Watts Labor Oct 1 through Oct 15	500.00	
10/30/19	5007	Ben Watts Labor Oct 15 through Oct 30	500.00	
11/15/19	5008	Ben Watts Labor Nov 1 through Nov 15	500.00	
11/30/19	5009	Ben Watts Labor Nov 16 through Nov 30	500.00	
12/15/19	5010	Ben Watts Labor Dec 1 through Dec 15	500.00	
12/31/19	5011	Ben Watts Labor Dec 16 through Dec 31	500.00	
01/15/20	5012	Ben Watts Labor Jan 1 through Jan 15, 2020	500.00	
01/31/20	5013	Ben Watts Labor Jan 16 through Jan 31, 2020	500.00	
02/15/20	5014	Ben Watts Labor Feb 1 through Feb 15, 2020	500.00	
02/29/20	5015	Ben Watts Labor Feb 16 through Feb 29, 2020	500.00	
03/15/20	5016	Ben Watts Labor Mar 1 through Mar 15, 2020	500.00	
03/31/20	5017	Ben Watts Labor Mar 16 through Mar 31, 2020	500.00	
04/15/20	5018	Ben Watts Labor Apr 1 through Apr 15, 2020	500.00	
4/30/2020	5019	Ben Watts Labor Apr 16 through Apr 30, 2020	500.00	
5/15/2020	5020	Ben Watts Labor May 1 through May 15, 2020	500.00	
5/30/2020	5021	Ben Watts Labor May 15 through May 31, 2020	500.00	
06/15/20	5022	Ben Watts Labor June 1 through June 15, 2020	500.00	
06/30/20	5023	Ben Watts Labor June 16 through June 30, 2020	500.00	
07/15/20	5024	Ben Watts Labor July 1 through July 15, 2020	500.00	
7/30/2020	5025	Ben Watts Labor July 16 through July 31, 2020	500.00	
8/15/2020	5027	Ben Watts Labor August 1 through August 15, 2020	500.00	
08/17/20	Debit	Amazon * Audio/Visual supplies for live-streaming pottery classes		359.04
8/17/2020	Debit	B&H Photo * Camcorder, tripod, etc. A/V equipment for live-streaming pottery classes		640.96
08/31/20	5028	Ben Watts Labor August 16 through August 31, 2020	500.00	
09/15/20	5029	Ben Watts Labor September 1 through September 15, 2020	500.00	
09/30/20	5030	Ben Watts Labor September 16 through September 30, 2020	500.00	
Totals Expended to Date			\$ 12,000.00	\$ 1,000.00
Available to Spend for remainder of budget period			\$ -	\$ -

NOTE: Maintained pottery classes via video demonstrations during COVID-19 crisis.

*** Purchased equipment to allow high quality live-stream of pottery classes to open classes to a broader audience during COVID-19 restrictions. Total estimated cost of equipment \$3,100.**



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Kermas Eaton, City Clerk

Date: Tuesday, October 20, 2020

Re: Authorize publication of Notice of Public Hearing regarding the City of Hattiesburg's 2021 Action Plan.
File Number: 2020-720
Minute Book #

Summary

Authorize publication of Notice of Public Hearing regarding the City of Hattiesburg's 2021 Action Plan

Recommendation Statement

I recommend authorization for publication of public hearing notice.

Please place this on the October 20, 2020 City Council meeting for consideration.

NOTICE OF PUBLIC HEARING AND COMMENT PERIOD FOR THE 2021 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 anticipates receipt of Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Program funds from the U.S. Department of Housing and Urban Development in January 2021 or soon thereafter. These funds are estimated to total approximately \$750,000. 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.

A Public Hearing is scheduled for November 23, 2020 at 5:00 p.m. in the Jackie Dole Sherrill Community Center, 220 W. Front Street for the purpose of receiving ideas, comments, and proposals on the creation of the 2021 Action Plan priorities and feedback on past activities. In light of social distancing requirements, this will be a VIRTUAL Public Hearing with access by internet or phone. For instructions on how to join the virtual Public Hearing, please contact the Department of Urban Development at (601) 545-4675 no later than 3:00pm on November 23, 2020. Public Comments on the topic will be taken between November 5, 2020 and December 7, 2020.

The City expects to receive:

- CDBG entitlement grant of approximately \$546,000
- HOME entitlement grant of approximately \$205,000

The City will consider any comments or views of citizens, agencies or units of local government received in writing and orally at the Public Hearing scheduled for November 23, 2020. Written comments will additionally be accepted in the Community Development Division through December 7, 2020. These comments will be utilized to assist in creating a draft plan which will be made available for review in the coming months. A summary of any comments 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, Urban Development/Community Development Division, 200 Forrest Street, Hattiesburg, MS 39401.

If you have any questions regarding this information, please contact the Department at (601) 545-4558. Anyone requiring special accommodation in considering these proposals, providing related comments, or in attending the public hearing are encouraged to contact the Department of Urban Development at (601) 545-4675 or email shall@hattiesburgms.com in sufficient advance of meetings to make arrangements.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

(SEAL)

Toby Barker, Mayor

PUBLISH in the Legal Section: Thursday, November 5, 2020



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, October 20, 2020

Re: Authorize publication of a Request for Proposals from qualified firms for the creation of a Transit Master Plan.
File Number: 2020-722
Minute Book #

Summary

Seeking proposals for creation of a transit master plan.

Recommendation Statement

I recommend authorization for publication of request for proposals.

Please place this on the October 20, 2020 City Council meeting for consideration.



Request for Proposals

RFP# MPO #2020-1001

Consultant to Provide a Transit Master Plan
For The
Hattiesburg Urbanized Area

Release Date: October 20, 2020
Submittal Deadline: December 3, 2020 at 10:00AM (CST)

Submittal Address:
City Clerk Office – 2nd Floor City Hall
City of Hattiesburg
200 Forrest Street
Hattiesburg, Ms 39401

Or

City Clerk Office – 2nd Floor City Hall
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

Inquiry Contact:

All inquires and questions about this proposal must be submitted in writing by e-mail to the following address: aesters@hattiesburgms.com. Questions will be compiled and answered via an addendum document posted with the City Clerk's office and online at www.hattiesburgms.com/mpo in the same section as the full RFP.

TO The Hattiesburg Post and the **Clarion Ledger**: Publish on October 29th and November 5th, as a legal ad and furnish City of Hattiesburg with Two (2) Proofs of Publication.

Request for Proposals
TRANSIT MASTER PLAN

RELEASE DATE: October 20, 2020

Planners, engineers, and other related professionals familiar with transportation and transit planning practices are requested to submit a proposal to provide professional services for the development of a Transit Master Plan for the Hattiesburg Urbanized Area.

The goal of the **Transit Master Plan** is to create short-, mid- and long-range plans for Hub City Transit, which provide for an effective and efficient system, taking into consideration a variety of possible transit types, available resources, and a data-driven approach toward system improvement.

The intended outcome of this project is a planning document that considers the transportation demands and opportunities unique to the area, considers and applies transit options in addition to fixed route, and is immediately actionable.

The deadline for Bidders to submit written questions for information and/or clarification is **3:00 PM on Thursday, November 19, 2020**. All written questions received by this deadline will be answered in a written addendum.

The deadline for receipt of all submittals is **10:00 A.M. on Thursday, December 3, 2020**.

The Request for Proposals application can be found on the MPO's website at www.hattiesburg.ms.com/mpo, www.hubcitytransit.com, or by email to aesters@hattiesburgms.com. Questions and answers will be posted on these same websites. Interested professionals should deliver six copies of proposals and one PDF version on a flash drive or CD by 10:00 a.m. on December 3, 2020 to:

Physical Address:
Office of the City Clerk
City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401

Mailing Address:
Office of the City Clerk
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

I: CONDITIONS AND STIPULATIONS

The Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization (MPO) in conjunction with Hub City Transit (HCT) is seeking proposals from qualified and professional consulting firms to work with the MPO and HCT in development of a Transit Master Plan for the Hattiesburg Urban Area.

The Hattiesburg Urbanized Area includes all of the City of Hattiesburg, the City of Petal, portions of Forrest County, and portions of Lamar County.

This Request for Proposal (RFP) describes the elements requested for inclusion in the proposal. It is expected that this plan will become a strong planning tool for the MPO and HCT to continue to improve transit services in Hattiesburg and the Urbanized Area as a whole.

This project is anticipated to take approximately 6 to 8 months to complete, but other proposed timetables will be considered.

Proposals will include estimates of starting and completion dates for each task of the project contained in this RFP.

Under the provisions of the Freedom of Information Act, all proposals, after opening, will become public information. Unless a specific note is made to the contrary in your proposal or a subsequent contract, we will assume that your proposal conforms to the City of Hattiesburg's specifications and an award to you will bind you to comply fully with all of the following General Conditions and Stipulations.

When responding to this RFP, the consultant should propose a schedule for efficiently managing involvement of the MPO and HCT during preparation of the Plan.

The chosen consultant will be expected to make a presentation of the final draft to the Hattiesburg City Council and the MPO's Technical Committee and Policy Committee.

II: BACKGROUND INFORMATION

Mississippi Governor William Winter established the Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization in August 1982. The HPFL-MPO was established when the Hattiesburg central area reached a population status of 50,000 plus. The HPFL-MPO area consists of the City of Hattiesburg, the City of Petal, a portion of Forrest County and a portion of Lamar County.

Representatives from the City of Hattiesburg, City of Petal, Forrest County and Lamar County, the Mississippi Department of Transportation and the Federal Highway Administration are involved in the transportation planning process for the MPO. Their purpose is to provide effective leadership in the development of transportation plans and programs. Staff of the MPO is also responsible for transportation planning services relative to Hub City Transit (HCT), the public transit system for the area. Both the MPO and HCT are Divisions of the City of Hattiesburg's Department of Urban Development.

Historically, HCT has provided a low-cost fixed-route transit system with accompanying paratransit services. In 2014, the City began operating a Job Access Reverse Commute program to assist low-income individuals get to and from places of employment when (or where) fixed route service was not available. In 2018, HCT expanded its fixed route system to reconfigure several routes and to create additional routes. Accompanying this change was the city's first agreement with The University of Southern Mississippi, which funds transit service for all students, faculty, and staff. Though the system is able to provide service beyond the corporate limits of Hattiesburg, other than occasional JARC program riders, there has never been service

outside of Hattiesburg. Prior studies, limited resources, and limited demand have not justified service expansion outside of Hattiesburg as of yet.

Hattiesburg is part of the Hattiesburg Metropolitan Statistical Area. In the 2010 census, 43,685 of the city's 45,989 residents lived in Forrest County and 2,304 in Lamar County. According to the United States Census Bureau, the city of Hattiesburg has a total area of 49.7 square miles (129 km²), of which 49.3 square miles (128 km²) is land and 0.4 square miles (1.0 km²) (0.83%) is water. West Hattiesburg (a primarily commercial area in Lamar County) is part of the Hattiesburg metropolitan urbanized area with a population of 5,905 at the 2010 census. According to the United States Census Bureau, the western portion of the city of Hattiesburg has a total area of 7.2 square miles (19 km²), of which, 7.1 square miles (18 km²) is land and 0.1 square miles (0.26 km²) is water.

Petal is a city in Forrest County, Mississippi, along the Leaf River. It is part of the Hattiesburg, Mississippi Metropolitan Statistical Area. The population is approximately 10,454 per the US Census estimates performed in April, 2010. According to the United States Census Bureau of 2000, the city had a total area of 9.7 square miles (25 km²), of which 9.7 square miles (25 km²) was land and 0.04 square miles (0.10 km²) (0.21%) was water. However, following an annexation effort approved in 2002, the total area of the city is now estimated at 16.87 square miles (43.7 km²).

Forrest County is a part the Hattiesburg, Mississippi Metropolitan Statistical Area. As of the 2010 census, the population was 76,894. According to the 2000 census, the county has a total area of 470 sq miles (1,217 km²) and 3.59 sq mi (9 km²) is water.

Lamar County is part of the Hattiesburg, Mississippi Metropolitan Statistical Area. As of the 2010 census, the population was 55,658. According to the 2000 census, the county has a total area of 500.49 square miles (1,296.3 km²), of which 497.07 square miles (1,287.4 km²) (or 99.32%) is land and 3.42 square miles (8.9 km²) (or 0.68%) is water.

In 2000, the total population of the HPFL-MPO study area was 93,721 persons with 91,125 persons in households, and 2,596 persons in group quarters (dorms, etc.). The household population was 67,470 in Forrest County, and 23,655 in Lamar County.

III: PROJECT DESCRIPTION, OBJECTIVES, REQUIREMENTS

The City of Hattiesburg is interested in seeking the services of an experienced organization to analyze existing transit services, assess current and future needs, determine if and how existing bus transit service can change to provide improved levels of service, and determine if and how other types of transit can be implemented in a coordinated and comprehensive strategy to improve public transit in the area.

At a minimum, the resulting plan should consider fixed route and paratransit type service, car/vanpool type service, microtransit, scheduled or on demand service, and other such service types and trends that are reasonable for Hub City Transit to consider in a coordinated and comprehensive strategy. The plan should consider current ridership, trends, and additional areas of potential demand. The plan should take into consideration actual and anticipated recurring resources, but should also consider fare changes and other revenue opportunities.

The objectives of this project include:

- The gathering and analysis of existing transit and related data and other relevant studies in order to support the development of recommendations and resulting decisions. Past local or regional studies, ridership data, rider surveys, non-rider surveys, marketing

information, etc. are examples of potential resources or project elements that may be required as well as an understanding of private transit service providers in the area.

- Making recommendations regarding the fixed route system intended to increase ridership, improve rider experience, and limit adverse impact on existing ridership.
- Making recommendations regarding other service types that could complement the fixed route system in order to improve the transit system as a whole and to additionally increase ridership and improve rider experience, including both in-house and outsourced options.
- Making recommendations regarding facility, equipment, and personnel resources necessary in order to implement recommendations.
- Making recommendations related to the funding of the system. This includes identifying reasonable funding opportunities as well as strategies for additional revenue streams and fare structure.

IV: Scope of Work and Deliverables

Task 1: Data collection and analysis

Prior to new data collection, previous reports/data will be reviewed and incorporated into the data collection and analysis process. Other reports and surveys at the local and regional level will be used to verify presumptions and findings to ensure that gaps are addressed.

The consultant will develop and perform an on-board survey. The survey will be subject to review and approval by MPO staff. A system wide on-board survey will be performed to determine:

- Trip origin/destination (O/D) pairs
- Trip purpose pairs
- System access
- Ridership profiles
- Community needs and passenger satisfaction for each route

Ridership data analyzed should include at a minimum the HCT fixed route system, paratransit system, and Job Access Reverse Commute system. Other data to be incorporated into analysis includes area demographics, land use patterns, traffic data, and related information.

Ridership data gathered and analyzed shall be sufficient to project the anticipated impact that every recommendation scenario will have on existing ridership. Data gathered and analyzed shall be sufficient to project the impact that every recommendation scenario will have on HCT resources, including operations and maintenance facilities, on-route facilities, rolling stock equipment, technology and software, other equipment needs, and personnel. Data gathered shall be sufficient to analyze the impact to operational performance for metrics including, but not limited to peak vehicle requirements, capacity, revenue hours, layover and recovery time, deadhead time, and operating cost.

Task 1 Deliverables Consultant will provide the City electronic versions of all data compiled along with a summary or summaries thereof. Where data was originally provided by the City to the consultant, the consultant will not be required to reproduce the data, but will name the document(s) in a summary document, including its parameters, if applicable. Reports provided will include a summary of diagnoses made regarding any of HCT's current systems, gaps in service, and opportunities identified. Reports will include a listing of common performance metrics and how HCT presently performs by comparison.

Task 2: Public Involvement

The consultant will administer outreach and public engagement activities in order to gather public input into the plan. Such activities should be planned in coordination with the MPO and HCT to

ensure the activities at a minimum adhere to the intent of the MPO's Public Participation Plan. Activities may involve a combination of public meetings, charrettes, email and social media campaigns, surveys, and other creative mediums. Input should also be gathered from employers in the vicinity of high-use stops and other transit stakeholders.

The consultant must attend and lead all public engagement activities, providing all agendas, printed materials and presentation materials.

Task 2 Deliverables Consultant will create all agendas, printed materials, presentations, media posts, etc. for City approval at least two weeks in advance of any publication, posting, or meeting. Consultant will additionally provide a log of all comments gathered throughout public involvement activities in an electronic format. Consultant will also provide a summary report of the activities undertaken in the public involvement process, including number of visits, hits, comments, likes, attendees, summary content of comments/participation, and any other relevant reportable information.

Task 3: Funding

The consultant will evaluate funding options in addition to the regularly anticipated Federal Transit Administration (FTA) funds and identify other sources that might become reliable, recurring, reasonable income sources. Assessment of funding should be sufficient in that the final recommendations will consider federal to local match proportions where appropriate. The consultant should take a myriad of options into consideration, and in coordination with the MPO, HCT, and the City of Hattiesburg, should create plans only around those sources deemed as reasonable and agreeable to assume. Plans as they relate to advertising opportunities should be accompanied by recommendations for appropriate advertising cost structures based on comparable systems and/or the local market. The consultant will include an assessment of the current fare structure and make recommendations as appropriate.

Task 3 Deliverables The consultant will provide information relative to all recommended grant fund sources to be recommended in the plan, including a description of the eligible activities/purchases, the local match requirement, the reasonable funding amount for which the City should apply, the specific activities/purchases for which the consultant recommends they be applied, and timelines recommended for the development or anticipation of funding round(s).

Likewise, the consultant will provide a summary and accompanying detail of any other funding opportunities, revenue programs, or fare structure changes that are to be considered in any scenarios presented. Details will include reasonable expectations of one-time and/or recurring funding based on programs or changes considered. Summary of each funding program and/or change will accompany a comparison with similar programs – preferably from comparably sized systems.

Task 4: Recommendations and Implementation Plan

Considering all the analysis and the outcomes of the previous tasks, the consultant will create recommendations. All the recommendations will be accompanied by an implementation plan. Short, medium- and long-term scenarios will be developed, showing the progression/timing of changes. Changes/scenarios should be clearly described, including details by route, service type, timing by year, operational impacts for facilities, changes in equipment needs, changes in personnel needs, total cost associated, and should include an analysis of the customer impact – both current ridership and anticipated ridership. Recommendations/changes related to routes and the accompanying impact analyses will be sufficiently detailed and evidenced that if/when implemented, staff will be able to utilize the information in following its Title VI Program.

Task 4 Deliverables Consultant will provide a Transit Master Plan – a collection of the suggestions, actions, programs, etc. recommended to be implemented as a result of consideration of all available information, including public input – as well as references to the data used in arriving at the recommendations. Recommendations regarding route changes or improvements will include maps of the route(s) to include stops, shelters, amenities, and changes to stops and shelters. Recommended changes/projects will be summarized in a table or chart format including implementation activities, milestones, responsibilities, and cost estimates. Accompanying documents will include more detail on each recommendation, including an evaluation of specific advantages, disadvantages, and contingencies related to each recommendation. Details will include information on ridership changes, capacity impacts, resource changes required, and all other relevant details with which to base informed decision making.

While the impacts of each recommended change in this plan are important, the expectation of this project is a final plan outlining multiple scenarios, considering multiple transit types (if appropriate), that when properly executed will cumulatively have a considerable positive impact on the efficiency and effectiveness of transit in the Hattiesburg area.

Progress Reports

Progress reports will be due monthly describing progress on each task, outlining steps taken since the last report and next steps scheduled. Progress reports will describe adherence to the planned schedule for the overall project.

Final Deliverables

The consultant is responsible to provide:

- Five (5) bound final approved Transit Master Plan documents, and one digital copy on a USB flash drive of all documents in Microsoft Office and Adobe Acrobat formats.
- Maps and geospatial data deliverables should be submitted in the following format:
 - All proposed transit routes should be delivered as geospatial data compatible with ESRI ArcGIS 10.x/ArcPro2.x and associated with the City of Hattiesburg's street centerline.
 - All proposed transit facilities and hardware depicted on map deliverables should be as geospatial data, compatible with ESRI ArcGIS 10.x/ArcPro2.x.
 - Printable pdf's of all maps should be included within the Transit Master Plan digital document or on the deliverable USB flash drive.
 - Production files and geospatial data associated with these maps should be delivered on a USB flash drive, compatible with ESRI ArcGIS 10.x/ArcPro2.x.
- Following presentation of draft plan to MPO staff, consultant will make a presentation of the plan to the Hattiesburg City Council, the MPO Technical Committee, and the MPO Policy Committee.

Document Accessibility and Ownership

All documents printed or electronically produced as part of this project shall be the property of the City of Hattiesburg, Department of Urban Development. The City of Hattiesburg and its related departments, including the Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization shall remain free to copy and edit any and all documents and presentation materials, electronic or otherwise.

Electronic documents shall not be locked or password protected and the Hattiesburg-Petal-Forrest-Lamar shall retain the ability to edit and update documents, including original word processing, spreadsheet, and database and mapping files and resulting Acrobat files.

V: Submittal Format and Procedures

Consultants or consultant teams are requested to prepare a proposal for submittal to the City of Hattiesburg City Clerk's Office. In order to be considered responsive to this RFP, each proposal must conform to the following requirements. The consultant shall submit six (6) copies of the proposal and an electronic copy in PDF format on a flash drive or CD.

Submissions must be received by 10:00 a.m. on December 3, 2020 in the Office of the City Clerk:

Physical Address:

City of Hattiesburg
Office of the City Clerk
200 Forrest Street
Hattiesburg, MS 39401

Mailing Address:

City of Hattiesburg
Office of the City Clerk
PO Box 1898
Hattiesburg, MS 39403-1898

Late proposals will be returned unopened. Faxed proposals are unacceptable.

Inquiries:

All inquiries and questions about this proposal must be submitted in writing by email to aesters@hattiesburgms.com. Questions will be compiled and answered via an addendum document posted with the City Clerk's office and online at www.hattiesburgms.com/mpo in the same section as the full RFP. The deadline for Bidders to submit written questions for information and/or clarification is 3:00 PM on Thursday, November 19, 2020, and unless an extension of the deadline is established, a final addendum answering questions received by the deadline will be published no later than 5:00 PM on Wednesday, November 25, 2020.

The Proposal package should consist of a technical proposal containing cover letter and five tabbed sections as described below.

Please limit your proposal to 50 single-sided pages or less and number all pages. Tabs and dividers do not count toward the page limit.

Please present Technical Proposal with the following information in order by Tab:

Cover. Cover letter must identify a contact person for questions and contact information including telephone number(s), email, and address.

TAB 1. List any experience with preparing transit master plans in other urban areas. The description should give the specifics of the services provided, state the office location from which the work was performed, and include an explanation of why the project is considered similar. A reference, with phone number, should also be included as part of the description of each project;

TAB 2. List the professional qualifications and relevant transit planning experience of the individuals who will be directly involved in the Transit Master Plan. The list of key individuals should include those who are expected to be involved with the project along with a brief statement as to each individual's expected role(s). The Consultant will submit resumes of key individuals outlining their qualifications as it pertains to this proposal. Include any other resources available to the project team including any sub-consultants that may be employed. The qualifications of sub-consultant employees should be furnished as described above;

TAB 3. Provide details to elaborate on how the consultant proposes to go about performing the scope of work and providing deliverables as listed in Sections III and IV. Identify methods

and steps to be taken. Outline a proposed public engagement strategy. List man-hours by employee position necessary to satisfactorily complete the tasks;

TAB 4. Provide a project plan and timeline demonstrating the ability to complete plans on time and within budget (based on current work load indicators and past performances); and

TAB 5. An officer of your company who can be held accountable for all representations must sign the attachment A provided in this RFP.

VI: Evaluation Criteria

Proposals will be evaluated by a committee composed at a minimum of City staff, HCT staff, and MPO staff, among others. The Proposals will be evaluated on the firm's ability to meet the requirements of this RFP. Some heavily weighted, specific evaluation criteria, among other factors, will include:

1. Thoroughness of the proposal regarding the tasks addressed in the Description of Services;
2. Knowledge of technical requirements
3. Scope of Work;
4. The firm's previous experience with similar transit master plans;
5. Citizen participation and community involvement;
6. Qualifications and ability of key individuals identified in the proposal; and
7. Man-hours required to complete the plan.
8. Quality and availability of staff assigned to the project.

Candidate firms may be asked to present their proposal to City staff before the final selection is made.

After selection, the HPFL-MPO will undertake contract negotiations with the selectee, based on successful proposal material. Final selection and the contract with the successful consultant will be subject to approval by the City of Hattiesburg.

VII: Plan Schedule and Budget

Unless an alternative schedule is established by agreement, the Consultant shall complete the Draft Transit Master Plan within seven (7) months of the Notice to Proceed. The City shall have 30 days to review and comment on the draft plan. Based on these comments, the Consultant shall make the necessary revisions, print the final report and deliver hard copies and digital copies to the City within 30 days. The Consultant shall make formal presentations to the Hattiesburg City Council, MPO Technical Committee and Policy Committee. The Transit Master Plan is expected to be completed and adopted by October 2021.

Consultant Proposals due at the City by 10:00am	Dec 3, 2020
Consultant Selection and Contracting	Dec 2020 – Jan 2021
Initial Meeting(s) with MPO/City staff	Jan 2021
Plan Development with monthly report to MPO/City staff	Feb 2021 – Aug 2021
Plan draft to MPO/City staff	Aug 2021
Final plan presented to City Council, and MPO Committees	Sept – Oct 2021
Plan completion deadline – adoption by Council	Sept – Oct 2021

VIII: Additional Requirements

All proposals become the property of the City of Hattiesburg upon submission. The cost of preparing, submitting and presenting a proposal is the sole expense of the consultant. The City of Hattiesburg reserves the right to reject any and all proposals received as a result of this solicitation, to negotiate with any qualified source, to waive any formality and any technicalities or to cancel the RFP in part or in its entirety if it is in the best interest of the City of Hattiesburg.

The City of Hattiesburg reserves the right to accept or reject any or all Statement(s) of Proposals, with or without cause. All decisions related to this solicitation by the Selection Committee and City Council will be final.

The City of Hattiesburg reserves the right to request clarification of information submitted and to request additional information of one or more respondents.

It will be necessary for responding parties to comply fully with the general terms and conditions outlined in this document if they are to be considered. A letter attesting the respondent has read and understands all procedures is a part of the initial submission requirements (Use Attachment A).

CITY OF HATTIESBURG will work with the selected firm or firms to finalize the scope of work, the study budget, and the final contract. In the event that CITY OF HATTIESBURG is unable to reach agreement with the selected consultant firm regarding scope of work and/or cost, one of the other submitters may be chosen.

The consultant shall maintain a file containing all correspondence pertaining to the project and shall document the minutes for all meetings held pertaining to the project. All documents and plans, in either paper or electronic format, shall be the property of the CITY OF HATTIESBURG upon completion of the project or termination of the contract.

The consultant shall submit invoices with a written status report to the CITY OF HATTIESBURG, HPFL-MPO Manager, who reserves the right to request supplemental information to ensure appropriate project progress.

Attachment A:

Understanding of RFP Procedures, Terms and Conditions
(To be returned with proposal submission)

Invitation to Submit Proposals
City of Hattiesburg, Mississippi

I acknowledge I have read and understand all procedures and requirements of the above referenced RFP and have complied fully with the general terms and conditions outlined in the RFP.

Development Team: _____

Representative's Signature: _____

Representative's Printed Name: _____

Date: _____



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, October 20, 2020

Re: Approve Specifications and Authorize Publication of Advertisement for Term Bids for Demolition and related services.
File Number: 2020-715
Minute Book #

Summary

Approve Specifications and Authorize Publication of Advertisement for Term Bids for Demolition and related services.

Recommendation Statement

I recommend approval of specifications and authorization to advertise for term bids for demolition and related services

Please place this on the October 20, 2020 City Council meeting for consideration.

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi, will receive sealed bids until November 19, at 10:00 a.m., in the City Clerks Office, in the City Hall of said City, for furnishing the City's requirements for the following supplies, to-wit:

ITEM: DEMOLITION AND RELATED SERVICES FOR THE CITY OF HATTIESBURG

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, 200 Forrest Street, Hattiesburg, Mississippi, 39403, (601) 545-4552, which may be obtained upon request.

SEALED BIDS:

Sealed bids must be received in a sealed envelope which is marked in the lower left-hand corner with the word BID and the DEMOLITION AND RELATED SERVICES 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 formalities.

PUBLISHED by Order of the Council on this, the 20th of October.

CITY OF HATTIESBURG, MISSISSIPPI

_____Kermas Eaton/s/_____
CITY CLERK

(S E A L)

Publish Date: October 29, 2020 & November 5, 2020

BID FORM
DEMOLITION

Bidders are to indicate the price per hour charged, except where other units are specified, for operating each type of equipment below. Labor cost for the operation of the equipment shall be included in the hourly rate for each. Below each item, complete the description for the year, make, model, and other details where requested. If bidder does not have a particular type of equipment, enter "N/A" in the price per hour field. Additional fields are provided to indicate if the bidder utilizes multiple units.

1. Excavators \$ _____
Year _____ Make _____ Model _____
Year _____ Make _____ Model _____
2. Bulldozers \$ _____
Year _____ Make _____ Model _____
Year _____ Make _____ Model _____
3. Loaders \$ _____
Year _____ Make _____ Model _____
Year _____ Make _____ Model _____
4. Mini-Excavators \$ _____
Year _____ Make _____ Model _____
Year _____ Make _____ Model _____
5. Backhoes \$ _____
Year _____ Make _____ Model _____
Year _____ Make _____ Model _____
6. Brush cutter/brush hogs (attached to driving equipment) \$ _____
Year _____ Make _____ Model _____
Year _____ Make _____ Model _____
7. Compact skid steers or track steers \$ _____
Year _____ Make _____ Model _____
Year _____ Make _____ Model _____
8. Manpower for simple labor (picking up trash & litter,
Loading by hand, simple hand tools, minor repair*) \$ _____
*Materials for repairs will either be purchased directly
By the city or will be reimbursed to the contractor;
Materials will be addressed, when necessary, in specific
Task orders.

9. Hauling trucks with trailers or dump trucks** \$_____ per cu. yd.
**Price should NOT include tipping fees. Majority of project sites for hauling are east of Hwy 49.
Loads are hauled to 98 Waste. Tipping fees will be billed directly to the city.

Description: _____ Capacity: _____ cu. yds.

Description: _____ Capacity: _____ cu. yds.

Description: _____ Capacity: _____ cu. yds.

10. Other Equipment Not Specified

Description: _____ \$_____ per _____

Year _____ Make _____ Model _____

Description: _____ \$_____ per _____

Year _____ Make _____ Model _____

Description: _____ \$_____ per _____

Year _____ Make _____ Model _____

Description: _____ \$_____ per _____

Year _____ Make _____ Model _____

I understand that these prices shall remain firm for the term specified in the notice and that estimates may be required prior to being granted notice to proceed on any task order. I understand that hourly rates payable include only time during which a piece of equipment is actually operating on a task and not en route and not standing by on a site. I also understand that movers for work are required to clearly identify the task/purchase order and property address with which charges are affiliated. I further attest that the declared equipment along with operators to operate said equipment will remain available in order to execute task orders in a timely manner, and that if/when unable to execute in a timely manner, that an alternate bidder may be utilized.

Signature

Date

SPECIFICATIONS FOR ITEM: DEMOLITION AND RELATED SERVICES FOR
THE CITY OF HATTIESBURG

Bidder shall bid on furnishing labor and equipment to demolish dilapidated structures, remove driveways, walkways, and fences. Properties/parcels on which such work will occur include those where the City of Hattiesburg has declared said property(ies) to be in such a state of uncleanness or disrepair so as to be a menace to the public health, safety and welfare of the community. Properties are typically overgrown with grasses and weeds, and the structures thereon are typically dilapidated and in varying degrees of disrepair. Work from one property to another will vary and shall be in conformance with the task order specific to each property.

When demolition is involved, it will include the removal of slabs, foundation, footers, stairs and walkways with the exception of public city sidewalks, and may include the removal of fencing depending upon the specifics of the task order.

Bidder will be properly licensed within the State of Mississippi.

Work performed under the terms of this contract shall not exceed one hundred and fifty thousand dollars (\$150,000.00) per project as provided by state law. The City of Hattiesburg reserves the right to bid any and all projects, in part or in whole, as determined by the City, on an individual basis and have said work performed by the successful bidder, or have work performed under this contract, whichever is in the City's best interest.

Contractor shall have two (2) working days to respond to the City with a task timeline after receipt of task request (Purchase Order). If contractor fails to respond, doesn't meet response timeline, or if the task timeline is insufficient as determined by the City, the City reserves the right to award the work to the alternate.

Pursuant to Section 31-5-51 of the Mississippi Code (Amended) which requires certain vendors have liability insurance, the successful bidder shall furnish to the City of Hattiesburg, before entering into any such contract, proof of general liability insurance coverage in the amount not less than one million dollars (\$1,000,000.00) for bodily injury and property damage.

PRICES shall be FIRM for a period beginning on January 1, 2021, and ending December 31, 2021, items to be purchased as required.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and receipt of invoice(s).

The City of Hattiesburg shall not be responsible for any bid sent via U.S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of sealed bids.

SEALED BIDS must be received by 10:00 a.m., November 19, 2020, in the City Clerk's office at City Hall, 200 Forrest Street, Hattiesburg, MS 39401, in a sealed envelope which is clearly marked in the lower left-hand corner:

BID

ITEM: DEMOLITION AND RELATED SERVICES

FOR CITY OF HATTIESBURG

SUBMITTED BY _____

CERTIFICATE OF RESPONSIBILITY NO. _____

BID DETAILS:

Official bid documents are available at the City Clerk's office at City Hall, 200 Forrest Street, Hattiesburg, MS 39401. Questions may be directed to the City Clerk's office at 601-545-4552.

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 and all bids received and to waive informalities.

APPROVED on this, the 20th day of October, 2020.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc: Andrew Ellard, Director

Date: Tuesday, October 20, 2020

Re: Approve Specifications and Authorize Publication of Advertisement for Term Bids for Lot Clearing/Grass Cutting and related services.
File Number: 2020-716
Minute Book #

Summary

Approve Specifications and Authorize Publication of Advertisement for Term Bids for Lot Clearing/Grass Cutting and related services.

Recommendation Statement

I recommend approval of specifications and authorization to advertise for term bids for lot clearing/grass cutting and related services

Please place this on the October 20, 2020 City Council meeting for consideration.

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi, will receive sealed bids until November 19, 2020 at 10:00 a.m., in the City Clerks Office, in the City Hall of said City, for furnishing the City's requirements for the following supplies, to-wit:

ITEM: LOT CLEARING/GRASS CUTTING FOR THE CITY OF HATTIESBURG

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, 200 Forrest Street, Hattiesburg, Mississippi, 39403, (601) 545-4552, which may be obtained upon request.

SEALED BIDS:

Sealed bids must be received in a sealed envelope which is marked in the lower left-hand corner with the word BID and the LOT CLEARING/GRASS CUTTING AND RELATED SERVICES 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 formalities.

PUBLISHED by Order of the Council on this, the 20th of October .

CITY OF HATTIESBURG, MISSISSIPPI

_____Kermas Eaton/s/_____
CITY CLERK

(S E A L)

Publish Date: October 29, 2020 & November 5, 2020

SPECIFICATIONS FOR ITEM:

LOT CLEARING/GRASS CUTTING FOR THE CITY OF HATTIESBURG

Bidder shall bid on furnishing labor and equipment to clean properties of garbage & rubbish, and open storage, secure by boarding up or other minimal repair, and clear overgrown vegetation, which may include but not be limited to grass, weeds, vines, trees, limbs, and stumps. Properties/parcels on which such work will occur include those where the City of Hattiesburg has declared said property(ies) to be in such a state of uncleanness or disrepair so as to be a menace to the public health, safety and welfare of the community. Properties are typically overgrown with grasses and weeds and are often, but not always, empty lots. Occasionally, work may involve securing properties by boarding up or other minimal repair. Work from one property to another will vary and shall be in conformance with the task order specific to each property.

Bidder will be properly licensed within the State of Mississippi.

Work performed under the terms of this contract shall not exceed one hundred and fifty thousand dollars (\$150,000.00) per project as provided by state law. The City of Hattiesburg reserves the right to bid any and all projects, in part or in whole, as determined by the City, on an individual basis and have said work performed by the successful bidder, or have work performed under this contract, whichever is in the City's best interest.

Contractor shall have two (2) working days to respond to the City with a task timeline after receipt of task request (Purchase Order). Unless the task request specifically lists a longer acceptable timeline, all tasks should be completed within ten (10) calendar days of having received the task request. If contractor fails to respond, doesn't meet response timeline or task timeline is insufficient as determined by the City, the City reserves the right to award the work to the alternate.

Pursuant to Section 31-5-51 of the Mississippi Code (Amended) which requires certain vendors have liability insurance, the successful bidder shall furnish to the City of Hattiesburg, before entering into any such contract, proof of general liability insurance coverage in the amount not less than one million dollars (\$1,000,000.00) for bodily injury and property damage.

PRICES shall be **FIRM** for a period beginning on January 1, 2021, and ending December 31, 2021, items to be purchased as required.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and receipt of invoice(s).

The City of Hattiesburg shall not be responsible for any bid sent via U.S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of sealed bids.

SEALED BIDS must be received by 10:00 a.m., November 19, 2020, in the City Clerk's office at City Hall, 200 Forrest Street, Hattiesburg, MS 39401, in a sealed envelope which is clearly marked in the lower left-hand corner EXACTLY as follows:

BID
ITEM: LOT CLEARING
FOR CITY OF HATTIESBURG
CERTIFICATE OF RESPONSIBILITY NO. _____

BID DETAILS:

Official bid documents are available at the City Clerk's office at City Hall, 200 Forrest Street, Hattiesburg, MS 39401. Questions may be directed to the City Clerk's office at 601-545-4552.

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 and all bids received and to waive informalities.

APPROVED on this, the 20th day of October , 2020 .

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

BID FORM
LOT CLEARING/GRASS CUTTING

Bidders are to indicate the price per hour charged, except where other units are specified, for operating each type of equipment below. Labor cost for the operation of the equipment shall be included in the hourly rate for each. Below each item, complete the description for the year, make, model, and other details where requested. If bidder does not have a particular type of equipment, enter "N/A" in the price per hour field. Additional fields are provided to indicate if the bidder utilizes multiple units.

a. Mini Excavator/Skid Steer

\$ _____

a. Year _____ Make _____ Model _____

b. Year _____ Make _____ Model _____

b. Brush cutter/brush hogs (attached to driving equipment)

\$ _____

a. Year _____ Make _____ Model _____

b. Year _____ Make _____ Model _____

c. Riding mowers

\$ _____

1. Make _____ Model _____

2. Make _____ Model _____

3. Make _____ Model _____

d. Weedeaters/Trimmers/Edgers/Blower

\$ _____

1. Make _____ Model _____

2. Make _____ Model _____

3. Make _____ Model _____

e. Push or walk-behind mowers

\$ _____

1. Make _____ Model _____

2. Make _____ Model _____

3. Make _____ Model _____

Manpower for simple labor (picking up trash & litter,
loading by hand, simple hand tools, minor repair, closing
and securing of windows & doors.)

\$ _____

*Materials for repairs will either be purchased directly
by the city or will be reimbursed to the contractor;
materials will be addressed, when necessary, in specific
task orders.

Hauling trucks with trailers or dump trucks**

\$ _____ per cu. yd.

****Price should NOT include tipping fees. Majority of project sites for hauling are east of Hwy 49. Loads are hauled to 98 Waste. Tipping fees will be billed directly to the city.**

Description: _____ Capacity: _____ cu. yds.

a. Description: _____ Capacity: _____ cu. yds.

Description: _____ Capacity: _____ cu. yds.

1. Other Equipment Not Specified

Description: _____ \$ _____ per _____

Year _____ Make _____ Model _____

Description: _____ \$ _____ per _____

Year _____ Make _____ Model _____

Description: _____ \$ _____ per _____

Year _____ Make _____ Model _____

Description: _____ \$ _____ per _____

Year _____ Make _____ Model _____

I understand that these prices shall remain firm for the term specified in the notice and that estimates may be required prior to being granted notice to proceed on any task order. I understand that hourly rates payable include only time during which a piece of equipment is actually operating on a task and not en route and not standing by on a site. I also understand that movers for work are required to clearly identify the task/purchase order and property address with which charges are affiliated. I further attest that the declared equipment along with operators to operate said equipment will remain available in order to execute task orders in a timely manner, and that if/when unable to execute in a timely manner, that an alternate bidder may be utilized.

Signature

Date



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones

cc:

Date: Tuesday, October 20, 2020

Re: Approve and authorize the issuance of a check in the amount of \$697.48 to Larry Albert & Associates, Inc., contingent upon the execution of a full release; for water damage at 512/514 Main Street that occurred June 26, 2020, due to a paving contractor cutting an unknown/unmarked water line.
File Number: 2020-725
Minute Book #

Summary

Authorize the issuance of a check in the amount of \$697.48 to Larry Albert & Associates, Inc., for water damage at 512/514 Main Street that occurred June 26, 2020, when a paving contractor cut an unknown/unmarked water line. **Mr. Albert will be required to execute a full and complete release prior to payment.**

Recommendation Statement

I recommend the authorization of this settlement.

Please place this on the October 20, 2020 City Council meeting for consideration.

Invoice

LARRY A. ALBERT & ASSOCIATES, INC.

P. O. BOX 1567
HATTIESBURG, MS 39403-1567

Bill To:

City Hattiesburg
PO Box 1898
Hattiesburg, MS 39403-1898

Invoice #: 105
Invoice Date: 7/24/2020
Due Date: 7/24/2020
Project:
P.O. Number:

Description	Hours/Qty	Rate	Amount
Water Penetration Caused by Work in Alley Side of 512/514 Main Street SERVPRO of Hattiesburg Invoice 20200535 July 1, 2020		697.48	697.48
Total			\$697.48
Payments/Credits			\$0.00
Balance Due			\$697.48



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Kermas Eaton, City Clerk

Date: Tuesday, October 20, 2020

Re: Approve and authorize issuance of manual checks for CDBG Program Claims per attached Memorandum. {Entitlement CDBG}
File Number: 2020-733
Minute Book #

Summary

Recipient: LuMar Development LLC
Activity: Housing Rehabilitation
Program: CDBG
Project Site: 213 S 11th Avenue
Amount Requested: **\$1,597.00**
Purpose of Request: Housing rehabilitation

Recipient: Helen O'Neal
Activity: Housing Rehabilitation
Program: CDBG
Project Site: 303 J. C. Killingsworth Drive
Amount Requested: **\$900.00**
Purpose of Request: Temporary relocation assistance (10/28/20-11/27/20)

Recipient: Bonner Analytical
Activity: Housing Rehabilitation
Program: CDBG
Project Site: 213 S 11th Avenue
Amount Requested: **\$897.80**
Purpose of Request: Lead testing

Recommendation Statement

I recommend issuance of manual checks for CDBG Program Claims per attached Memorandum.

Please place this on the October 20, 2020 City Council meeting for consideration.

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Andrew Ellard, Director
Department of Urban Development

DATE: October 12, 2020

SUBJECT: Authorize issuance of manual checks for CDBG Program claims

The following request for payment is being submitted for approval during the City Council's October 20, 2020 meeting. Please authorize and approve issuance of manual checks for the claims listed below:

Recipient: LuMar Development LLC
Activity: Housing Rehabilitation
Program: CDBG
Project Site: 213 S 11th Avenue
Amount Requested: \$1,597.00
Purpose of Request: Housing rehabilitation

Recipient: Helen O'Neal
Activity: Housing Rehabilitation
Program: CDBG
Project Site: 303 J. C. Killingsworth Drive
Amount Requested: \$900.00
Purpose of Request: Temporary relocation assistance (10/28/20-11/27/20)

Recipient: Bonner Analytical
Activity: Housing Rehabilitation
Program: CDBG
Project Site: 213 S 11th Avenue
Amount Requested: \$897.80
Purpose of Request: Lead testing



General Contractors | Commercial & Residential
P.O. Box 143 | Hattiesburg, MS 39403
Email: CBourn@LuMarDevelopment.com

Cedrick Bourn - 601-543-8810

INVOICE

Date 10/2/2020

Submitted To_City of Hattiesburg_____

Address PO Box 1898

City Hattiesburg State MS Zip

Phone (601) _554-1006_ Email: _____

Location 213 S 11th Avenue, Hattiesburg, MS

Notes: This invoice covers work and permit at 213 S 11th Ave

We hereby propose to furnish materials and labor necessary for the completion of:

[illegible]

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

10/12/20
10/12/20
10/12/20

RECEIPT (TRC-124263-24-02-2020)

BILLING CONTACT
CEDRICK BOURN
LUMAR DEVELOPMENT



REFERENCE NUMBER	FEE NAME	TRANSACTION TYPE	PAYMENT METHOD	AMOUNT PAID
RES-02-20-013412	Building Permit Fee	Fee Payment	Check #1691	\$559.00
SUB TOTAL				\$559.00
TOTAL				\$559.00

RECEIVED
10/5/20
PW

BONNER ANALYTICAL TESTING CO. INC.2703 Oak Grove Rd.
Hattiesburg, MS 39402

Invoice

Customer No.: HATT

Invoice No.: 72112

Bill To: CITY OF HATTIESBURG
ACCOUNTING DEPT
P O BOX 1898
HATTIESBURG, MS 39403-1898**Ship To: CITY OF HATTIESBURG**
ATTN: PETRA WINGO
P O BOX 1898
HATTIESBURG, MS 39403-1898

Date		Ship Via		F.O.B.		Terms	
07/31/20				Origin			
Purchase Order Number			Order Date	Sales Person			Our Order Number
			07/31/20				
Quantity			Item Number	Description	Unit Price	Amount	
Required	Shipped	B.O.					
1	1			LEAD INSPECTION PERFORMED 08-23-19 213 SOUTH 11TH AVE. HATTIESBURG, MS	897.80	897.80	
Invoice subtotal						897.80	
Invoice total						897.80	

RECEIVED
9/24/20
PW

Thank You



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Chris McGee, Director of Parks and Recreation

cc:

Date: Tuesday, October 20, 2020

Re: Approve the City's purchase of Eight (8) grave spaces, located in the Northeast Quarter (NE 1/4), West Half (W 1/2), and the Southeast Quarter (SE 1/4), Lot 79, Section 34 at Highland Cemetery, Minute Book # 2013, Page# 292, in the amount of \$ 1,400.00, from Sammy H. James, III, and Peggy A. James. Authorize manual check for the same.
File Number: 2020-719
Minute Book #

Summary

Approve the City's purchase of Eight (8) grave spaces, located in the Northeast Quarter (NE 1/4), West Half (W 1/2), and the Southeast Quarter (SE 1/4), Lot 79, Section 34 at Highland Cemetery, Minute Book # 2013, Page# 292, in the amount of \$ 1,400.00, from Sammy H. James, III, and Peggy A. James. Authorize manual check for the same.

Recommendation Statement

I as recommending approval of Requisition NO. 2020-719, Approve the City's purchase of eight (8) grave spaces.

Please place this on the October 20, 2020 City Council meeting for consideration.

Date: Sept. 15, 2020

To whom it may concern:

We, Sammy H. III And Peggy A. James are requesting to sell back (8) grave space (s)

Located at Highland Cemetery, In Section 34, Lot 79, W 1/2 of the — 1/4, to the
34, 79 = SE 1/4
34, 79 = NE 1/4

City of Hattiesburg, which was purchased on August 23, 2013 at the price
September 4, 2013

Of \$ 175.⁰⁰ per grave space. Total amount due this request \$ 1,400.⁰⁰ MB# 2013

Page# 292

Sincerely,

Sammy H. James III
Peggy A. James

Mail to:
Peggy A. James
115 Summerwood Drive
Petal, MS. 39465

Phone#

601-520-4858

Approved By:
Deborah Burrell

mail to:

115 Summerwood Drive

Petal, MS 39465

CITY OF HATTIESBURG

PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 8-23-2013

SOLD TO:

Mr. Mrs. Mrs.

Sammy H III and Peggy H James

ADDRESS

805 Bay St Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

W 1/2 Lot No. 79 Section No. 34 in Highland Cemetery

with SEX

Number of grave spaces

6

Price per grave space \$

175

Price Received \$

1050.00

CITY OF HATTIESBURG, MISSISSIPPI

By

Supt. of City Cemeteries

check 1151

Mail to:

115 Summerwood Dr.
Fetal, MS 39465

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 9-4-20 13

SOLD TO:

Mr. Mrs. Miss Sammy H III and Peggy A James

ADDRESS 825 Bay St Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

NE $\frac{1}{4}$ Lot No. 79 Section No. 34 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00
check 1164

CITY OF HATTIESBURG, MISSISSIPPI

By Harold K. Hinton
Supt. of City Cemeteries

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Sammy H III and Peggy A James, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE 1/4)

Lot Number 79

Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of September, 2013.

ATTEST:

Connie Everett
DEPUTY CITY CLERK

Johnny L. DuFree
CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

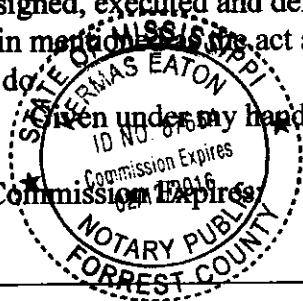
(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuFree and Connie Everett, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned, and that they acted and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 17th day of September, 2013

My Commission Expires



Thomas Eaton
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE THOUSAND FIFTY AND NO/100 Dollars (\$1,050.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Sammy H III and Peggy a James, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W1/2)

And

Southeast Quarter(SE 1/4)

Lot 79

Section 34

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
six (6) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of September, 2013.

ATTEST:

Connie Everett
DEPUTY CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI
Johnny L. DuPre
MAYOR

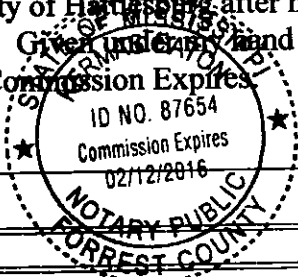
(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPre and Connie Everett Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 17th day of September, 2013.

My Commission Expires



[Signature]
NOTARY PUBLIC



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Chris McGee, Director of Parks and Recreation

cc:

Date: Tuesday, October 20, 2020

Re: Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.
File Number: 2020-718
Minute Book #

Summary

Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds

Recommendation Statement

I am recommending approval of the sale of grave spaces.

Please place this on the October 20, 2020 City Council meeting for consideration.

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: October 06, 2020

The following represents the grave spaces sold on October 06, 2020.

Arlene L. Ling

(1) Space \$ 150.00

East Half (E ½) of the Southwest Quarter (SW ¼)

Lot 101, Section 1, South hill Cemetery

Jessica Shun McNeil

(1) Space \$ 175.00

South Half (S ½) of the Southeast Quarter (SE ¼)

Lot 111, Section 38, Highland Cemetery

Pranati S. Johnson

(1) Space \$ 175.00

North half (N ½) of the Southeast Quarter (SE ¼)

Lot 131, Section 39, Highland Cemetery

Barbara Myers

(1) Space \$ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 34, Section 36, Highland Cemetery

Donald Hathorn

(1) Space \$ 175.00

North Half (N ½) of the Southeast Quarter (SE ¼)

Lot 36, Section 34, Highland Cemetery

Willie Wiley

(1) Space \$ 175.00

South Half (S ½) of the Southeast Quarter (SE ¼)

Lot 75, Section 34, Highland Cemetery

Willie Wiley

(2) Spaces \$ 350.00

Northeast Quarter (NE ¼)

Lot 75, Section 34, Highland Cemetery

Evelyn Rogers

(2) Spaces \$ 350.00

Southwest Quarter (SW ¼)

Lot 44, Section 39, Highland Cemetery

Shawn Anderson

(2) Space \$ 350.00

Southwest Quarter (SW ¼)

Lot 15, Section 31, Highland Cemetery

Maxine Smith

(2) Space \$ 350.00

Southwest Quarter (SW ¼)

Lot 95, Section 1, South Hill Cemetery

Maxine Smith

(4) Spaces \$ 600.00

South Half (S ½)

Lot 94, Section 1, South Hill Cemetery

Willie Walker

(1) Space \$ 175.00

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 40, Section 34, Highland Cemetery

Joseph Wigley, III

(1) Space \$ 175.00

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 112, Section 39, Highland Cemetery

Jessie M. Coleman

(1) Space \$ 175.00

North Half (N ½) of the Southeast Quarter (SE ¼)

Lot 111, Section 38, Highland Cemetery

Jessie M. Coleman

(1) Space \$ 175.00

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 111, Section 38, Highland Cemetery

Larry Myers

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 34, Section 36, Highland Cemetery

David Person

(1) Space \$ 175.00

South Half (S ½) of the Southeast Quarter (SE ¼)

Lot 87, Section 38, Highland Cemetery

Marilyn Allen

(1) Space \$175.00

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot 83, Section 34, Highland Cemetery

Marilyn Allen

(2) Spaces \$ 350.00

Northwest Quarter (NW ¼)

Lot 83, Section 34, Highland Cemetery

Marilyn Allen

(2) Spaces \$ 350.00

Northeast Quarter (NE ¼)

Lot 83, Section 34, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: October 8, 2020

The following represents the grave spaces sold on October 8, 2020.

Bertha Smith

(1) Space \$ 175.00

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot 21, Section 34, Highland Cemetery

Victor Smith

(1) Space \$ 175.00

South Half (S ½) of the Southeast Quarter (SE ¼)

Lot 45, Section 37, Highland Cemetery

William H. Smith

(1) Space \$ 175.00

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 59, Section 34, Highland Cemetery

Emily Brock Stanley

(1) Space \$ 175.00

South Half (S ½) of the Southeast Quarter (SE ¼)

Lot 17, Section 35, Highland Cemetery

Curtis Newton, Jr

(1) Space \$ 150.00

West Half (W ½) of the Northeast Quarter (NE ¼)

Lot 94, Section 1, South Hill Cemetery

William & Janet Lewis

(1) Space \$175.00

West Half (W ½) of the Northeast Quarter (NE ¼)

Lot 140, Section 21, Highland Cemetery

William & Janet Lewis

(1) Space \$ 175.00

East Half (E ½) of the Northwest Quarter (NW ¼)

Lot 140, Section 21, Highland Cemetery

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 29-29- 20 20

SOLD TO:

Mr. (Mrs.) Miss Arlene L. Ling
ADDRESS 3929 Starnant Ave Charlotte, NC 28047

Desires to purchase the grave space described below, subject to Cemetery regulations.

E $\frac{1}{2}$ SW $\frac{1}{4}$ Lot No. 101 Section No. 1 in 2nd Cemetery

Number of grave spaces 1 Price per grave space \$ 150.00

Price Received \$ 150.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CC

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 09/30/ 20 20

SOLD TO:

Mr. (Mrs.) Miss Jessica Shun McNeil
ADDRESS 34 Oak St Hattiesburg, MS 39402

Desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ SE $\frac{1}{4}$ Lot No. 111 Section No. 38 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Baume
Supt. of City Cemeteries

Debit Card

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 09-28- 20 20

SOLD TO:

Mr. (Mrs.) Miss Priscilla S. Johnson
ADDRESS 1080 Windmill Dr. Meridian, MS 39305

Desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ SE $\frac{1}{4}$ Lot No. 131 Section No. 39 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CK# 3878

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 09-28- 2020

SOLD TO:

Mr. Mrs. Miss Barbara Myers

ADDRESS 115 Lakeland Drive Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 34 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CK# 6138

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 09-28- 2020

SOLD TO:

Mr. Mrs. Miss Donald Hathorn

ADDRESS 605 Gwynn Ave. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ SE $\frac{1}{4}$ Lot No. 36 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Baine
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 09-30- 2020

SOLD TO:

Mr. Mrs. Miss William W. W. W. W.

ADDRESS 1000 Bay Station Ave Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ SE $\frac{1}{4}$ Lot No. 75 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

Cash

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 02-27 2020

SOLD TO:

Mr. Mrs. Miss Willie Wiley
ADDRESS 18 Guy Eaton Ave Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 NE 1/4 Lot No. 75 Section No. 74 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

cash

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 09/30/ 2020

SOLD TO:

Mr. Mrs. Miss Evelyn Rogers
ADDRESS 330 Hickory Grove Church Rd Richton MS 39476

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 SW 1/4 Lot No. 44 Section No. 39 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

ck # 55602
(munc)

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 02-29- 2020

SOLD TO:

Mr. Mrs. Miss Shawn Anderson
ADDRESS 142 Ray Bridge Dr Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 SW 1/4 Lot No. 15 Section No. 31 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

cash

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 07-28- 2020

SOLD TO:

Mr. ☒ Mrs. Miss Maxine Smith

ADDRESS 1405 Elizabeth Ave. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 SW 1/4 Lot No. 95 Section No. 1 in South Hill Cemetery

Number of grave spaces 2 Price per grave space \$ 150.00

Price Received \$ 300.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CK# 4510
(Forrest)

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 07-28- 2020

SOLD TO:

Mr. ☒ Mrs. Miss Maxine Smith

ADDRESS 1405 Elizabeth Ave. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

5 1/2 SW 1/4 Lot No. 94 Section No. 1 in South Hill Cemetery

Number of grave spaces 4 Price per grave space \$ 150.00

Price Received \$ 600.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CK# 4510
(Forrest)

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10/05/ 2020

SOLD TO:

Mr. Mrs. Miss

Willie Walker

ADDRESS

504 E 9th St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 40 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By

Debraun Bourne

Supt. of City Cemeteries

CASH

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10/05/ 2020

SOLD TO:

Mr. Mrs. Miss

Joseph Wigley, III

ADDRESS

108 River Rd. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ SW $\frac{1}{4}$ Lot No. 112 Section No. 39 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By

Debraun Bourne

Supt. of City Cemeteries

CASH

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-02- 2020

SOLD TO:

Mr. Mrs. Miss

Jessie M. Coleman

ADDRESS

34 Cox St. Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ SE $\frac{1}{4}$ Lot No. 111 Section No. 38 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By

Debraun Bourne

Supt. of City Cemeteries

CASH

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-22- 2020

SOLD TO:

Mr. Miss Jessie M Coleman
ADDRESS 34 Oak St Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NE 1/4 Lot No. 111 Section No. 38 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-22- 2020

SOLD TO:

Mr. Miss Larry Myers
ADDRESS 115 Lakeland Dr. Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NW 1/4 Lot No. 34 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CH# 4522 (Forrest)

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10/02/ 2020

SOLD TO:

Mr. Miss David Derson
ADDRESS 238 Fairway DR. Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S SE 1/4 Lot No. 87 Section No. 38 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

at cash

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10/05/ 2020

SOLD TO:

Mr. ~~Mr.~~ Mrs. Marilyn Allen

ADDRESS 1112 Southern Ave Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SW 1/4 Lot No. 83 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

cash

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Burne
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10/05/ 2020

SOLD TO:

Mr. ~~Mr.~~ Mrs. Marilyn Allen

ADDRESS 1112 Southern Ave Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

NW 1/4 Lot No. 83 Section No. 34 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

cash

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Burne
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10/05/ 2020

SOLD TO:

Mr. ~~Mr.~~ Mrs. Marilyn Allen

ADDRESS 1112 Southern Ave Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

NE 1/4 Lot No. 83 Section No. 34 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

cash

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Burne
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10/06/ 2020

SOLD TO:

Mr. Mrs. Miss Curtis New Tom JR

ADDRESS 718 Tatum Rd, Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

W $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 94 Section No. 1 in South Hill Cemetery

Number of grave spaces 1 Price per grave space \$ 150.00

Price Received \$ 150.00

Debit
Card

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Boone
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-06- 2020

SOLD TO:

Mr. Mrs. Miss William & Janet Lewis

ADDRESS 21 Pin Oak Point Petal, MS 39465

desires to purchase the grave space described below, subject to Cemetery regulations.

W $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 140 Section No. 21 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CC

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-06- 2020

SOLD TO:

Mr. Mrs. Miss William & Janet Lewis

ADDRESS 21 Pin Oak Point Petal, MS 39465

desires to purchase the grave space described below, subject to Cemetery regulations.

E $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 140 Section No. 21 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CC

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-07 2020

SOLD TO:

Mr. Pertha Smith

Address 704 Southeast Circle Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ SW $\frac{1}{4}$ Lot No. 21 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10/06/ 2020

SOLD TO:

Mr. Mrs. Miss Victor Smith

Address 710 Hall Ave, Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ SE $\frac{1}{4}$ Lot No. 45 Section No. 37 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

ck # 1419 (Hall)

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Baurne
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10/06/ 2020

SOLD TO:

Mr. Mrs. Miss William H. Smith

Address 516 Deas Rd, Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ SW $\frac{1}{4}$ Lot No. 59 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Baurne
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10/08/ 2020

SOLD TO:

Mr. Mrs. Miss

Emily Brock Stanley &
ADDRESS 9 Brock Lane, Collins, MS. 39428

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ SE $\frac{1}{4}$ Lot No. 17 Section No. 35 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$

175.00

Price Received \$

175.00

CITY OF HATTIESBURG, MISSISSIPPI

By

Deborah Blaine

Supt. of City Cemeteries

*Debit
card*

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Arlene L. Ling, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E½) of the Southwest Quarter (SW¼)

Lot Number: 101 Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of October, 2020.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK
(S E A L)

MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of October, 2020.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Jessica Shun McNeil, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southeast Quarter (SE¼)

Lot 111 Section 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of October, 2020.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of October 2020.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Pranati S. Johnson, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southeast Quarter (SE¼)

Lot 131 Section 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of October, 2020.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of October 2020.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Barbara Myers, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northwest Quarter (NW¼)

Lot 34 Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of October, 2020.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of October 2020.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Donald Hathorn, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southeast Quarter (SE¼)

Lot 36 Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of October, 2020.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of October 2020.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Willie Wiley, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southeast Quarter (SE¼)

Lot 75 Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of October, 2020.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of October 2020.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Willie Wiley, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE¼)

Lot Number 75 Section Number 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day October, 2020.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of October, 2020

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Evelyn Rogers, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southwest Quarter (SW¼)

Lot Number 44 Section Number 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day October, 2020.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of October, 2020

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Shawn Anderson, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southwest Quarter (SW¼)

Lot Number 15 Section Number 31

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day October, 2020.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of October, 2020

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of THREE HUNDRED AND NO/100 Dollars (\$300.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Maxine Smith, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southwest Quarter (SW¹/₄)

Lot Number: 95

Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as South Hill Cemetery, and containing
Two (2) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of October, 2020.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK
(S E A L)

MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of October, 2020.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of SIX HUNDRED AND NO/100 Dollars (\$600.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Maxine Smith, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S1/2)

Lot Number: 94

Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as South Hill Cemetery, and containing
Four (4) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used, they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of October, 2020.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK
(S E A L)

MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of October, 2015.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Willie Walker, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northeast Quarter (NE¼)

Lot 40 Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of October, 2020.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of October 2020.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Joseph Wiley, III, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southwest Quarter (SW¼)

Lot 112 Section 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of October, 2020.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of October 2020.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Jessie M. Coleman, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southeast Quarter (SE¼)

Lot 111 Section 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of October, 2020.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of October 2020.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Jessie M. Coleman, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$)

Lot 111 Section 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of October, 2020.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of October 2020.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Larry Myers, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northwest Quarter (NW¼)

Lot 34 Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of October, 2020.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of October 2020.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto David Person, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southeast Quarter (SE¼)

Lot 87 Section 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of October, 2020.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of October 2020.

My Commission Expires: _____

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Marilyn Allen, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southwest Quarter (SW¼)

Lot 83 Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of October, 2020.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of October 2020.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Marilyn Allen, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW¼)

Lot Number 83 Section Number 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day October, 2020.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of October, 2020

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Marilyn Allen, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE¼)

Lot Number 83 Section Number 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day October, 2020.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of October, 2020

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Curtis Newton, Jr., subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W½) of the Northeast Quarter (NE¼)

Lot Number: 94 Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of October, 2020.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK
(S E A L)

MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of October, 2020.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto William & Janel Lewis, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W½) of the Northeast Quarter (NE¼)

Lot 140 Section 21

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of October, 2020.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of October 2020.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto William & Janel Lewis, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E½) of the Northwest Quarter (NW¼)

Lot 140 Section 21

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of October, 2020.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of October 2020.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Emily Brock Stanley, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southeast Quarter (SE¼)

Lot 17 Section 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of October, 2020.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of October 2020.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Victor Smith, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southeast Quarter (SE¼)

Lot 45 Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of October, 2020.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of October 2020.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Bertha Smith, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southwest Quarter (SW¼)

Lot 21 Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of October, 2020.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of October 2020.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto William H. Smith, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southwest Quarter (SW¼)

Lot 59 Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of October, 2020.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of October 2020.

My Commission Expires:

NOTARY PUBLIC



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc:
Date: Tuesday, October 20, 2020
Re: Approve claims docket for the period ending October 16, 2020.
File Number: 2020-736
Minute Book #

Summary

§ 21-39-7. Docket of claims.....

In all municipalities having a population of more than two thousand (2,000), according to the latest federal census, and in other municipalities where the governing authorities should so elect, it shall be the duty of the clerk of the municipality to keep as a record in his office a record to be styled "Docket of Claims," in which he shall enter all demands, claims and accounts against the municipality presented to him during the month. Said docket shall provide space for the name of the claimant, the number of the claim, the amount of the claim, and on what account. All demands, claims and accounts allowed against the municipality shall be preserved by the clerk as a permanent record, and shall be numbered in such a manner as to relate to the warrants to be issued therefor, and the said warrant issued in payment of such claim shall carry on its face a reference to the number of the claim for which the said warrant is issued in payment. No order for the payment or expenditures of any funds of such municipality in payment of any indebtedness thereof shall be made in municipalities having a claim docket unless such claim is filed as herein provided. However, this provision shall not be applicable to the salaries or other compensation of officers or employees of such municipality where the amount of such salary or other compensation shall have been previously fixed by the governing authorities of the municipality in its approval of the payroll or payrolls on which the same appears, and in case of such allowance, it will be sufficient to enter on the claims docket the total of such payroll, followed by reference to the said payroll upon which such allowance may be found.

Recommendation Statement

I recommend approval of the claims docket.

Please place this on the October 20, 2020 City Council meeting for consideration.

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 10/14/20

PERIOD ENDING OCTOBER 16, 2020

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GENERAL FUND							
00001 AAMCO TRANSMISSION (PINE	I143185	00202827	20000231	REPRS U#11945 TRAFFIC	10/16/20	279218	805.00-
00001 AAMCO TRANSMISSION (PINE	I142878	00200485	20000234	REPRS U#16237 PUBLIC WORKS	10/16/20	279218	1,058.50-

AAMCO TRANSMISSION (PINE							1,863.50-
Sum							
00001 ADVANCE AUTO PARTS	560402867434	00202756	20000180	REPR PTS VARI POLICE UNITS	10/16/20	279221	3,612.29-

ADVANCE AUTO PARTS							3,612.29-
Sum							
00001 AFFORDABLE EMERGENCY LIG	1425	00202571	20000253	WATCHGUARD REPRS VARI UNITS	10/16/20	279222	510.00-

AFFORDABLE EMERGENCY LIG							510.00-
Sum							
00001 ARNOLD LINE WATER ASSN I	2145 9/18/20	00020211	20000039	SRV 8/19-9/17/20 #8 FIRE STA	10/16/20	279228	29.00-

ARNOLD LINE WATER ASSN I							29.00-
Sum							
00001 AT&T	601M31822200	00020219	20000040	MNTHLY SERV 9/2020 POLICE	10/16/20	279229	413.50-
00001 AT&T	601M23905500	00020211	20000107	VEHICLE LOC 9/28-10/27 POLICE	10/16/20	279230	202.00-
00001 AT&T	601M81832700	00202129	20000198	MNTHLY SERV 10/2020 VARI DEPTS	10/16/20	279231	12,252.97-

AT&T							12,868.47-
Sum							
00001 AT&T LONG DISTANCE SERVI	0273536938	00202127	20000197	L/DIST ONE NET 9/1-30/2020	10/16/20	279232	53.24-

AT&T LONG DISTANCE SERVI							53.24-
Sum							
00001 AT&T MOBILITY	287273578351	00202845	20000202	WIRELESS SERV 9/2020 VARI DEP	10/16/20	279233	5,679.78-
00001 AT&T MOBILITY	287289913717	00202847	20000203	WIRELESS SERV 9/2020 VARI DEP	10/16/20	279233	6,504.37-

AT&T MOBILITY							12,184.15-
Sum							
00001 BARDING GENERATOR & STAR	174679	00202665	20000143	REPR PTS U#11353 FIRE DEPT	10/16/20	279235	195.95-

BARDING GENERATOR & STAR							195.95-
Sum							
00001 BARNES, MELISSA	DAMAGE DEP R	00202117	20000109	DAMAGE DEPOSIT REFUND	10/16/20	279236	100.00-
00001 BARNES, MELISSA	DAMAGE DEP R	00202117	20000110	DAMAGE DEPOSIT REFUND	10/16/20	279236	225.00-

BARNES, MELISSA							325.00-
Sum							

00001	BROADDUS & ASSOCIATES	4103-20	00202883	20000248	CONSULTING SERVICES 4/1-30/20	10/16/20	279244	2,220.00-
00001	BROADDUS & ASSOCIATES	4108-07	00202883	20000249	CONSULTING SERV 4/1-30/20	10/16/20	279244	1,900.00-
00001	BROADDUS & ASSOCIATES	4102-15	00202884	20000250	CONSULTING SERV 4/1-30/20	10/16/20	279244	250.00-

BROADDUS & ASSOCIATES								
Sum								
00001	BURROUGHS TIRE SERVICE	82898	00202423	20000031	TIRES/ALIGH U#18098 FIRE DEPT	10/16/20	279246	4,370.00-
								910.22-

BURROUGHS TIRE SERVICE								
Sum								
00001	C SPIRE (MEGAGATE)	1576136	00202829	20000211	NETWORK/INTERNET INFO TECH	10/16/20	279248	910.22-
								883.00-

C SPIRE (MEGAGATE)								
Sum								
00001	C SPIRE BUSINESS (FORMER HA277670		00202695	20000116	CISCP SPARK SUBSCRIPT 2020-21	10/16/20	279249	883.00-
								968.47-

C SPIRE BUSINESS (FORMER								
Sum								
00001	CARQUEST AUTO PARTS STOR	14758-148775	00202586	20000128	REPR PTS U#17741 POLICE	10/16/20	279252	968.47-
00001	CARQUEST AUTO PARTS STOR	14758-148788	00202675	20000129	REPR PTS U#16640 POLICE	10/16/20	279252	43.38-
00001	CARQUEST AUTO PARTS STOR	14758-148776	00202675	20000130	REPR PTS POLICE STOCK	10/16/20	279252	335.80-
00001	CARQUEST AUTO PARTS STOR	14758-148777	00202675	20000131	WATER HOSE POLICE DEPT	10/16/20	279252	92.60-
00001	CARQUEST AUTO PARTS STOR	14758-148778	00202675	20000132	REPR PTS U#19340 POLICE	10/16/20	279252	69.00-
00001	CARQUEST AUTO PARTS STOR	14758-148779	00202675	20000133	REPR PTS U#14713 POLICE	10/16/20	279252	152.27-
00001	CARQUEST AUTO PARTS STOR	14758-148780	00202675	20000134	REPR PTS U#20422 POLICE	10/16/20	279252	17.98-
00001	CARQUEST AUTO PARTS STOR	14758-148781	00202675	20000135	REPR PTS POLICE STOCK	10/16/20	279252	264.13-
00001	CARQUEST AUTO PARTS STOR	14758-148782	00202675	20000136	REPR PTS POLICE STOCK	10/16/20	279252	132.46-
00001	CARQUEST AUTO PARTS STOR	14758-148783	00202675	20000137	REPR PTS POLICE STOCK	10/16/20	279252	58.79-
00001	CARQUEST AUTO PARTS STOR	14758-148785	00202675	20000138	REPR PTS U#16768 POLICE	10/16/20	279252	41.00-
00001	CARQUEST AUTO PARTS STOR	14758-148784	00202675	20000139	REPR PTS POLICE STOCK	10/16/20	279252	143.96-
00001	CARQUEST AUTO PARTS STOR	14758-148786	00202675	20000140	REPR PTS POLICE SHOP	10/16/20	279252	48.42-
00001	CARQUEST AUTO PARTS STOR	14758-149033	00202796	20000258	REPR PTS U#18566 CEMETERY	10/16/20	279252	94.04-
								32.08-

CARQUEST AUTO PARTS STOR								
Sum								
00001	CENTER FOR GOVERNMENT AN	REG EATON 10	00202513	20000016	REG EATON CONF RIDGELAND	10/16/20	279253	1,525.91-
00001	CENTER FOR GOVERNMENT AN	REG EATON 12	00202723	20000122	REG EATON CONF JACKSON	10/16/20	279254	120.00-
								165.00-

CENTER FOR GOVERNMENT AN								
Sum								
00001	CHAIN ELECTRIC COMPANY	207014	00202807	20000222	TEMP RELOCATE TRAFFIC SIGNALS	10/16/20	279255	285.00-
								1,657.75-

CHAIN ELECTRIC COMPANY								
Sum								
00001	CHEMPRO SERVICES	12814	00202630	20000098	DITCH HERBICIDE FALL APPLCTN	10/16/20	279256	1,657.75-
								14,350.00-

CHEMPRO SERVICES								
Sum								
00001	CINTAS CORPORATION #J66	4062832444	00202514	20000033	UNIFORMS 9/20 TRAFFIC	10/16/20	279260	14,350.00-
00001	CINTAS CORPORATION #J66	4062832156	00202514	20000034	MOP/MAT 9/28 TRAFFIC	10/16/20	279260	25.00-
00001	CINTAS CORPORATION #J66	4062832436	00202518	20000035	MOP/MAT 9/28 SANIT	10/16/20	279260	6.36-
00001	CINTAS CORPORATION #J66	4062832418	00202518	20000036	MOP/MAT 9/28 SANIT	10/16/20	279260	23.22-
								60.45-

00001 COURT PROGRAMS INC	3226101	00202580 20000042 DRUG TESTING HEALTH CRT GRANT	10/16/20	279269	119.00-
00001 COURT PROGRAMS INC	INVOICE #73	00202700 20000115 ANKLE MONITORING MUN COURT	10/16/20	279269	4,930.00-

COURT PROGRAMS INC					
Sum					5,049.00-
00001 D P S CRIME LAB	90096513	00202770 20000181 ANALYTICAL FEES POLICE DEPT	10/16/20	279271	1,020.04-

D P S CRIME LAB					
Sum					1,020.04-
00001 DAKTECH COMPUTERS	INV0341057	00202161 20000021 DISCOVERY DESKTOPS VARI DEPTS	10/16/20	279272	6,097.00-

DAKTECH COMPUTERS					
Sum					6,097.00-
00001 DOLEAC ELECTRIC CO INC	GEN-H23949	00202631 20000080 GEN REPRS C HALL/FUEL STA	10/16/20	279275	190.00-

DOLEAC ELECTRIC CO INC					
Sum					190.00-
00001 E S R I (ENVIR SYS RESEA	93903884	00202107 20000022 ARCGIS NAV LICENSE GIS DIV	10/16/20	279276	14.05-

E S R I (ENVIR SYS RESEA					
Sum					14.05-
00001 EATON, ALVIN K (PETTY CA	FILE NO. 202	00202114 20000074 ESTABLISH PETTY CASH FYE 9/21	10/07/20	10133	2,000.00-

EATON, ALVIN K (PETTY CA					
Sum					2,000.00-
00001 ECONOMY SUPPLY CO	042631	00202650 20000099 PLYWOOD CONSTR DEPT	10/16/20	279277	264.00-

ECONOMY SUPPLY CO					
Sum					264.00-
00001 EDWARDS PROPERTY MGMT LL	FILE#2020-13	00202127 20000196 DL RENEWAL STATION LEASE PYMT	10/16/20	279279	1,100.00-

EDWARDS PROPERTY MGMT LL					
Sum					1,100.00-
00001 EMERGENCY EQUIPMENT PROF	454214	00202471 20000090 SCBA PTS/REPRS FIRE DEPT	10/16/20	279280	501.10-

EMERGENCY EQUIPMENT PROF					
Sum					501.10-
00001 EMPIRE TRUCK SALES (H'BU	CE006170632:	00202567 20000100 AIR DRYER SANIT DEPT	10/16/20	279281	553.65-
00001 EMPIRE TRUCK SALES (H'BU	CE006170632:	00202400 20000101 REPR PTS U#20073 SANIT	10/16/20	279281	461.65-

EMPIRE TRUCK SALES (H'BU					
Sum					1,015.30-
00001 FASTSIGNS OF HATTIESBURG	2153-5638	00201955 20000020 OFFICE NAMEPLATES LDC/PLANNG	10/16/20	279286	85.00-

FASTSIGNS OF HATTIESBURG					
Sum					85.00-
00001 FEDERAL EXPRESS	7-136-26023	00202565 20000069 SERV 9/22/20 ENGR DEPT	10/16/20	279287	47.42-

FEDERAL EXPRESS					
Sum					47.42-

00001 GALL'S LLC	016591210	00202277	20000084	CRIME SCENE DO NOT CROSS TAPE	10/16/20	279288	314.80-
00001 GALL'S LLC	016673736	00201689	20000251	CAMO GEAR POLICE TARGET GRANT	10/16/20	279288	359.96-

GALL'S LLC							
Sum							674.76-
00001 GERMBUSTERS SANITIZE & S 1019		00202752	20000124	COVID-19 SPRAYING CITY HALL	10/16/20	279289	1,980.51-

GERMBUSTERS SANITIZE & S							
Sum							1,980.51-
00001 GILLILANDS ELECTRONICS S 72715		00202637	20000076	YEARLY ALARM INFO TECH OFFICE	10/16/20	279291	900.00-
00001 GILLILANDS ELECTRONICS S 72716		00202637	20000077	YEARLY ALARM MAYOR'S OFFICE	10/16/20	279291	900.00-
00001 GILLILANDS ELECTRONICS S 72717		00202637	20000078	YEARLY ALARM TAX DEPT	10/16/20	279291	540.00-

GILLILANDS ELECTRONICS S							
Sum							2,340.00-
00001 HATTIESBURG HYDRAULICS I 86324		00202761	20000235	REPR PTS U#13563 CONSTR	10/16/20	279306	157.98-

HATTIESBURG HYDRAULICS I							
Sum							157.98-
00001 HAVARD PEST CONTROL INC 1666338		00020211	20000199	SENTRICON TRAIN DEPOT	10/16/20	279308	865.00-
00001 HAVARD PEST CONTROL INC 1669448		00020211	20000240	QTRLY SRV POLICE DISPATCH	10/16/20	279308	48.00-
00001 HAVARD PEST CONTROL INC 1669409		00020211	20000241	QTRLY SRV SUB-STA DEPOT	10/16/20	279308	40.00-
00001 HAVARD PEST CONTROL INC 1669411		00020211	20000242	QTRLY SRV #3 FIRE STA	10/16/20	279308	48.00-
00001 HAVARD PEST CONTROL INC 1669416		00020211	20000243	QTRLY SRV #8 FIRE STA	10/16/20	279308	48.00-
00001 HAVARD PEST CONTROL INC 1669430		00020211	20000244	QTRLY SRV TRAFFIC BLDG	10/16/20	279308	45.00-
00001 HAVARD PEST CONTROL INC 1669447		00020211	20000245	QTRLY SRV SOUTH HILL CEM	10/16/20	279308	60.00-

HAVARD PEST CONTROL INC							
Sum							1,154.00-
00001 HICKS LAW FIRM, LLC 9676		00202769	20000178	SERVS PRECISION CONSTR	10/16/20	279309	4,026.55-

HICKS LAW FIRM, LLC							
Sum							4,026.55-
00001 HOLLAND VETERINARY HOSPI ACCT#85 3838		00202558	20000047	SERVS OTTER POLICE K-9	10/16/20	279312	163.50-
00001 HOLLAND VETERINARY HOSPI ACCT#85 3900		00202558	20000048	SERVS OTTER POLICE K-9	10/16/20	279312	57.10-
00001 HOLLAND VETERINARY HOSPI ACCT#85 3923		00202558	20000049	SERVS OTTER POLICE K-9	10/16/20	279312	135.00-
00001 HOLLAND VETERINARY HOSPI ACCT#85 3923		00202558	20000050	SERVS OTTER POLICE K-9	10/16/20	279312	52.56-

HOLLAND VETERINARY HOSPI							
Sum							408.16-
00001 HUB CITY SPOKES 96677		00202730	20000121	COVID-19 MASKUP ADS	10/16/20	279316	1,326.00-

HUB CITY SPOKES							
Sum							1,326.00-
00001 IMG COLLEGE LLC 749-159741-2		00202609	20000044	USM SPONSORSHIP 2020-2021	10/16/20	279317	34,020.00-

IMG COLLEGE LLC							
Sum							34,020.00-

00001 INTERFACE SECURITY SYSTE 19803192	00202621 20000104 SECURITY 10/1-31 HILND CEM	10/16/20	279318	34.34-

INTERFACE SECURITY SYSTE				
Sum				34.34-
00001 JOHNNY'S WRECKER SERVICE 40644	00202658 20000102 TOWING U#20071 SANIT DEPT	10/16/20	279324	350.00-

JOHNNY'S WRECKER SERVICE				
Sum				350.00-
00001 JONES SHARON	INVOICE #000 00202872 20000247 MS ROYALTY WOMEN'S FTBALL AD	10/16/20	279328	3,000.00-

JONES SHARON				
Sum				3,000.00-
00001 JONES, CECILIA	TRAV ADV JON 00202529 20000019 TRAV ADV JONES MMCCA CONF	10/16/20	279329	486.00-

JONES, CECILIA				
Sum				486.00-
00001 KEITHCO PETROLEUM	889264 00202653 20000177 DIESEL FOR P/W FUEL STATION	10/16/20	279330	2,699.60-
00001 KEITHCO PETROLEUM	788637 00202546 20000223 GAS/DIESEL P/W FUEL STATION	10/16/20	279330	11,954.18-

KEITHCO PETROLEUM				
Sum				14,653.78-
00001 KONE INC (MONTGOMERY KON 959478910	00202696 20000117 MAINT 1/2020-12/2020 COURT	10/16/20	279333	559.85-

KONE INC (MONTGOMERY KON				
Sum				559.85-
00001 KRONOS INCORPORATED	11665832 00202830 20000212 PAYROLL SOFTWARE SUPPORT	10/16/20	279334	9,451.52-
00001 KRONOS INCORPORATED	11665833 00202830 20000213 PAYROLL SOFTWARE LICENSES	10/16/20	279334	130.00-

KRONOS INCORPORATED				
Sum				9,581.52-
00001 LAMAR CTY SHERIFF	JAIL 9/2020 00202846 20000205 JAIL EXPENSE 9/2020	10/16/20	279338	30.00-

LAMAR CTY SHERIFF				
Sum				30.00-
00001 LARRY'S WRECKER SERVICE 7831	00202572 20000056 TOWING U#19703 POLICE	10/16/20	279340	55.00-
00001 LARRY'S WRECKER SERVICE 7830	00202572 20000057 TOWING U#18202 POLICE	10/16/20	279340	55.00-

LARRY'S WRECKER SERVICE				
Sum				110.00-
00001 LOWE'S HOME IMPROVEMENT 902038-FNSBO	00201649 20000088 HAND TOOLS ALL FIRE TRUCKS	10/16/20	279346	1,598.05-

LOWE'S HOME IMPROVEMENT				
Sum				1,598.05-
00001 LOWE'S OF HATTIESBURG IN 986419-FPTDG	00202013 20000093 SUPPLIES FOR PUB WORKS CREWS	10/16/20	279345	615.30-
00001 LOWE'S OF HATTIESBURG IN 937059-FRMXL	00202381 20000097 RPLCMNT HOSE PUB WORKS	10/16/20	279345	75.96-
00001 LOWE'S OF HATTIESBURG IN 967690-FNOWG	00201676 20000103 POWER TOOLS CEM MECHANIC SHOP	10/16/20	279345	247.92-

LOWE'S OF HATTIESBURG IN				
Sum				939.18-

00001 MAPLES GAS COMPANY	189039	00202487 20000014 GAS FOR P/W FUEL STATION	10/16/20	279347	7,366.76-

MAPLES GAS COMPANY					
Sum					7,366.76-
00001 MCELHANEY PLUMBING INC	284941	00202729 20000254 ICE MACH REPR PTS CONST/TRAFF	10/16/20	279350	22.29-

MCELHANEY PLUMBING INC					
Sum					22.29-
00001 MEDICAL ANALYSIS-GHV	10549	00202579 20000046 MNTHLY FEES EMP CLINIC	10/16/20	279352	29,840.07-
00001 MEDICAL ANALYSIS-GHV	10560	00202826 20000215 MNTHLY EMP CLINIC FEES	10/16/20	279352	29,698.81-

MEDICAL ANALYSIS-GHV					
Sum					59,538.88-
00001 METRO CRIMESTOPPERS INC	9/2020	00020215 20000003 CITY COURT COSTS 9/2020	10/06/20	10129	711.39-

METRO CRIMESTOPPERS INC					
Sum					711.39-
00001 MONTAGUE, PITTMAN & VARN	48225	00202622 20000082 GENERAL COUNSEL CIVIL SERV	10/16/20	279353	500.00-

MONTAGUE, PITTMAN & VARN					
Sum					500.00-
00001 MOORE'S BICYCLE SHOP INC	PO#202582 10	00202582 20000227 BICYCLE TIRES POLICE DEPT	10/16/20	279355	129.96-

MOORE'S BICYCLE SHOP INC					
Sum					129.96-
00001 MS COURT ADMINISTRATORS	MBRSHF RNWL	00202716 20000120 MBRSHF RNWL MCSWAIN 2021	10/16/20	279356	25.00-

MS COURT ADMINISTRATORS					
Sum					25.00-
00001 MS DEPT OF PUBLIC SFTY/C	9/2020	00020216 20000002 FINE COLLECTIONS 9/2020	10/06/20	10130	1,128.88-

MS DEPT OF PUBLIC SFTY/C					
Sum					1,128.88-
00001 MS MUNICIPAL WORKERS' CO	0108WC2020-0	00202866 20000246 1ST PREMIUM FY 10/20-9/21	10/16/20	279358	230,256.34-

MS MUNICIPAL WORKERS' CO					
Sum					230,256.34-
00001 MS POLICE SUPPLY CO INC	I-4136	00198531 20000083 ASP BATONS POLICE STOCK	10/16/20	279359	1,985.25-

MS POLICE SUPPLY CO INC					
Sum					1,985.25-
00001 MS POWER COMPANY	10/20 GENERA	00020211 20000239 MNTHLY ELEC-GENERAL	10/16/20	279360	12,449.44-

MS POWER COMPANY					
Sum					12,449.44-
00001 MS STATE/TREASURER/FINAN	9/20	20000005 FINE COLLECTIONS 9/20	10/06/20	10131	30,287.60-
00001 MS STATE/TREASURER/FINAN	9/20	20000006 FINE COLLECTIONS 9/20	10/06/20	10131	2,852.17-
00001 MS STATE/TREASURER/FINAN	9/20	20000007 FINE COLLECTIONS 9/20	10/06/20	10131	1,804.11-
00001 MS STATE/TREASURER/FINAN	9/20	20000008 FINE COLLECTIONS 9/20	10/06/20	10131	520.17-
00001 MS STATE/TREASURER/FINAN	9/20	20000009 FINE COLLECTIONS 9/20	10/06/20	10131	175.67-
00001 MS STATE/TREASURER/FINAN	9/20	20000010 FINE COLLECTIONS 9/20	10/06/20	10131	130.00-
00001 MS STATE/TREASURER/FINAN	9/20	20000011 FINE COLLECTIONS 9/20	10/06/20	10131	1,658.72-

00001 MS STATE/TREASURER/FINAN 9/20		20000012 FINE COLLECTIONS 9/20	10/06/20	10131	167.27-
00001 MS STATE/TREASURER/FINAN 9/20		20000013 FINE COLLECTIONS 9/20	10/06/20	10131	8,682.09-

MS STATE/TREASURER/FINAN					
Sum					46,277.80-
00001 MS TURF	261596	00202670 20000195 GRASS SOD FOR CEMETERIES	10/16/20	279362	230.00-
00001 MS TURF	261597	00202746 20000257 GRASS SOD FOR CEMETERIES	10/16/20	279362	230.00-

MS TURF					
Sum					460.00-
00001 N & H ELECTRONIC DISTRIB	210758	00202515 20000085 ZIP TIES FOR EVIDENCE	10/16/20	279365	96.30-

N & H ELECTRONIC DISTRIB					
Sum					96.30-
00001 NEEL-SCHAFFER INC	1067096	00202811 20000218 MS4 PROGRAM MANAGEMENT ENGR	10/16/20	279366	4,583.33-
00001 NEEL-SCHAFFER INC	1067060	00202840 20000220 SRVS HARDY/CONCART SIDEWALK	10/16/20	279366	603.00-

NEEL-SCHAFFER INC					
Sum					5,186.33-
00001 OFFICE DEPOT INC	127042443001	00202466 20000094 OFFICE SUPP ENGR DEPT	10/16/20	279369	6.09-
00001 OFFICE DEPOT INC	127042444001	00202466 20000095 OFFICE SUPP ENGR DEPT	10/16/20	279369	25.28-
00001 OFFICE DEPOT INC	127042449001	00202466 20000096 OFFICE SUPP ENGR DEPT	10/16/20	279369	79.63-
00001 OFFICE DEPOT INC	514618326001	00202478 20000111 OFFICE SUPP CITY COUNCIL	10/16/20	279369	224.99-
00001 OFFICE DEPOT INC	514618327001	00202478 20000112 OFFICE SUPP CITY COUNCIL	10/16/20	279369	141.32-
00001 OFFICE DEPOT INC	514618328001	00202478 20000113 OFFICE SUPP CITY COUNCIL	10/16/20	279369	27.47-

OFFICE DEPOT INC					
Sum					504.78-
00001 OFFICE PRODUCTS PLUS	913634-2	00201804 20000152 OFFICE SUPP POLICE & L.I.F.E.	10/16/20	279370	21.98-

OFFICE PRODUCTS PLUS					
Sum					21.98-
00001 OVERHEAD DOOR CO OF HBUR	200035	00202282 20000029 BAY DOOR REPR #7 FIRE STA	10/16/20	279374	1,102.88-
00001 OVERHEAD DOOR CO OF HBUR	200034	00202283 20000030 BAY DOOR REPR #6 FIRE STA	10/16/20	279374	450.00-
00001 OVERHEAD DOOR CO OF HBUR	200084	00202527 20000089 BAY DOOR REPR #6 FIRE STA	10/16/20	279374	827.89-

OVERHEAD DOOR CO OF HBUR					
Sum					2,380.77-
00001 OWENS BUSINESS MACHINES	405562	00202516 20000017 COPIER MAINT 9/1-30 M/ADM	10/16/20	279375	409.98-
00001 OWENS BUSINESS MACHINES	405561	00202516 20000018 COPIER LEASE 10/1-31 M/ADM	10/16/20	279375	187.00-
00001 OWENS BUSINESS MACHINES	407290	00202588 20000179 COPIER TONER POLICE DEPT	10/16/20	279375	236.00-

OWENS BUSINESS MACHINES					
Sum					832.98-
00001 PATTERSON AUTO ELECTRIC	80780	00202717 20000259 REPRS U#14712 CEMETERY	10/16/20	279376	954.04-

PATTERSON AUTO ELECTRIC					
Sum					954.04-

00001	PEANUTS TOWING SERVICE	94682	00202584	20000053	TOWING U#17593	POLICE	10/16/20	279377	65.00-	
00001	PEANUTS TOWING SERVICE	095104	00202584	20000054	TOWING U#17742	POLICE	10/16/20	279377	101.00-	
00001	PEANUTS TOWING SERVICE	94316	00202584	20000055	TOWING U#17574	POLICE	10/16/20	279377	65.00-	

PEANUTS TOWING SERVICE										
Sum										
00001	PEARL RIVER VALLEY EPA (	10/20	GENERA	00020211	20000237	MNTHLY 10/20	PUBLIC SERVICES	10/16/20	279378	231.00-
										4,167.62-

PEARL RIVER VALLEY EPA (										
Sum										
00001	PHILLIPS CAR CARE CENTER	06177	00202643	20000192	DOOR REPR U#15931	ENGR DEPT	10/16/20	279380	4,167.62-	
										210.00-

PHILLIPS CAR CARE CENTER										
Sum										
00001	PINE BELT OIL COMPANY IN	10726324	00202488	20000015	DIESEL FOR P/W FUEL STATION		10/16/20	279381	210.00-	
										4,467.97-
00001	PINE BELT OIL COMPANY IN	POLICE 9/1-9	00202744	20000125	MINIT MART FUEL CHGS	POLICE	10/16/20	279381	455.79-	
00001	PINE BELT OIL COMPANY IN	FIRE 9/1-9/3	00202744	20000126	MINIT MART FUEL CHGS	FIRE DEP	10/16/20	279381	1,262.12-	
00001	PINE BELT OIL COMPANY IN	1467102 GEN	00202854	20000200	FUEL CARD RPLCMNTS	8/2020	10/16/20	279381	16.75-	
00001	PINE BELT OIL COMPANY IN	1480771 GEN	00202855	20000201	FUEL CARD RPLCMNTS	9/2020	10/16/20	279381	10.05-	
00001	PINE BELT OIL COMPANY IN	1480771	00202757	20000207	GAS/SITE FEE DIESEL CARDS		10/16/20	279381	430.47-	
00001	PINE BELT OIL COMPANY IN	1467102	00202757	20000208	GAS FEE/CARD FEE		10/16/20	279381	452.64-	
00001	PINE BELT OIL COMPANY IN	10725324	00202782	20000224	GAS FOR P/W FUEL STATION		10/16/20	279381	5,565.48-	

PINE BELT OIL COMPANY IN										
Sum										
00001	PUBLIC SAFETY CENTER, IN	5954230	00202465	20000127	STREAMLIGHT BATTERIES	POLICE	10/16/20	279385	12,661.27-	
										204.90-

PUBLIC SAFETY CENTER, IN										
Sum										
00001	REGIONS CARDHOLDER SERVI	7079 9/30/20	00201936	20000159	IIMC MBRSHP RNWL	COLE	10/16/20	279388	204.90-	
										210.00-
00001	REGIONS CARDHOLDER SERVI	7079 9/30/20	00201936	20000160	IIMC MBRSHP RNWL	JOLLY	10/16/20	279388	110.00-	
00001	REGIONS CARDHOLDER SERVI	7079 9/30/20	00202062	20000161	IIMC ONLINE CLERK	CLASS COLE	10/16/20	279388	50.00-	
00001	REGIONS CARDHOLDER SERVI	7079 9/30/20	00202062	20000162	IIMC ONLINE CLERK	CLASS JOLLY	10/16/20	279388	50.00-	
00001	REGIONS CARDHOLDER SERVI	7079 9/30/20	00202299	20000163	IIMC ONLINE CLASS	#5 COLE	10/16/20	279388	50.00-	
00001	REGIONS CARDHOLDER SERVI	7079 9/30/20	00202299	20000164	IIMC ONLINE CLASS	#5 JOLLY	10/16/20	279388	50.00-	
00001	REGIONS CARDHOLDER SERVI	7079 9/30/20	00202462	20000165	IIMC ONLINE CLASS	#6 COLE	10/16/20	279388	50.00-	
00001	REGIONS CARDHOLDER SERVI	7079 9/30/20	00202462	20000166	IIMC ONLINE CLASS	#6 JOLLY	10/16/20	279388	50.00-	
00001	REGIONS CARDHOLDER SERVI	7079 9/30/20	00201935	20000167	EQUIP ORDER COMM	MEDIA/PR USE	10/16/20	279388	3,262.70-	
00001	REGIONS CARDHOLDER SERVI	7079 9/30/20	00202456	20000168	OFFICE SUPP ACCTG	DEPT	10/16/20	279388	58.91-	
00001	REGIONS CARDHOLDER SERVI	7079 9/30/20	00202369	20000169	REG ARCHER CONF	10/27-30/2020	10/16/20	279388	75.00-	
00001	REGIONS CARDHOLDER SERVI	7079 9/30/20	00201916	20000170	PDF CONVERTER	INFO TECH DEPT	10/16/20	279388	961.40-	
00001	REGIONS CARDHOLDER SERVI	7079 9/30/20	00202543	20000171	LATE PAYMENT FEE	9/2020	10/16/20	279388	273.34-	
00001	REGIONS CARDHOLDER SERVI	7079 9/30/20	00201923	20000172	WEBINAR HANSON	10/15/20 ACCTG	10/16/20	279388	169.00-	
00001	REGIONS CARDHOLDER SERVI	7079 9/30/20	00201820	20000173	ICC CERTIF RNWL	BATES LDC	10/16/20	279388	100.00-	
00001	REGIONS CARDHOLDER SERVI	7079 9/30/20	00202106	20000174	ICC EXAM REG	JOHNSON LDC	10/16/20	279388	219.00-	
00001	REGIONS CARDHOLDER SERVI	7079 9/30/20	00202135	20000175	CABLE SERV	PUBLIC WORKS	10/16/20	279388	162.68-	
00001	REGIONS CARDHOLDER SERVI	7079 9/30/20	00202511	20000176	OFFICE SUPP	ENGR DEPT	10/16/20	279388	15.49-	

REGIONS CARDHOLDER SERVI										
Sum										
00001	RICOH CORP	5060480993	00202655	20000075	PRODUCTION PRINTER	VARI DEPTS	10/16/20	279392	5,917.52-	
										303.90-
00001	RICOH CORP	5060518102	00202754	20000119	COPY OVERAGES	9/2020 COURT	10/16/20	279392	150.40-	

00001 RICOH CORP	5060517961	00202736	20000123	COPIER 9/1-30 PLANNING DIV	10/16/20	279392	122.86-
00001 RICOH CORP	5060517422	00202727	20000144	COPIER 9/1-30 FIRE ADM	10/16/20	279392	13.15-
00001 RICOH CORP	5060516892	00202735	20000148	COPIER 9/1-30 LAND CODE	10/16/20	279392	174.26-
00001 RICOH CORP	5060517700	00202853	20000204	COPIER 9/1-30 HUMAN RES	10/16/20	279392	105.42-

RICOH CORP							
Sum							869.99-
00001 RJ YOUNG COMPANY	INV3867779	00202568	20000058	COPIER 8/24-9/23 POLICE ADM	10/16/20	279393	253.00-
00001 RJ YOUNG COMPANY	INV3872629	00202573	20000059	COPIER 8/28-9/27 DETECTIVES	10/16/20	279393	487.60-
00001 RJ YOUNG COMPANY	INV3865984	00202684	20000114	COPIER 8/28-9/27 COUNCIL	10/16/20	279393	102.72-
00001 RJ YOUNG COMPANY	INV3867774	00202701	20000118	COPIER 8/24-9/23 MUN COURT	10/16/20	279393	605.53-
00001 RJ YOUNG COMPANY	INV3883458	00202831	20000210	COPIER 9/5-10/4 CITY CLERK	10/16/20	279393	204.00-
00001 RJ YOUNG COMPANY	INV3860790	00202810	20000219	COPIER 8/25-9/24 ENGR DEPT	10/16/20	279393	361.04-

RJ YOUNG COMPANY							
Sum							2,013.89-
00001 ROGERS, KEVIN	TITLE OPINIO	00202732	20000147	9 TITLE OPINIONS LAND CODE	10/16/20	279396	2,250.00-

ROGERS, KEVIN							
Sum							2,250.00-
00001 SANSOM EQUIPMENT CO	W00316	00202406	20000236	REPRS U#20072 SANIT DEPT	10/16/20	279398	24,636.59-

SANSOM EQUIPMENT CO							
Sum							24,636.59-
00001 SHOWS DEARMAN & WAITS IN	21665	00202862	20000206	SRV MOBILE ST MONUMENT SURVEY	10/16/20	279402	507.50-
00001 SHOWS DEARMAN & WAITS IN	21655	00202860	20000209	SRV 7TH ST DRNGE INVESTIGATN	10/16/20	279402	3,217.50-
00001 SHOWS DEARMAN & WAITS IN	21673	00202820	20000221	SRVS LINCOLN RD/INNSWOOD DRNG	10/16/20	279402	7,970.00-

SHOWS DEARMAN & WAITS IN							
Sum							11,695.00-
00001 SOLAR SUPPLY INC	3434338	00202791	20000232	A/C SUPP PUBLIC WORKS OFFICE	10/16/20	279407	90.00-

SOLAR SUPPLY INC							
Sum							90.00-
00001 SOUTHERN GAS & SUPPLY OF	35835976	00200578	20000182	MEDICAL OXYGEN FIRE DEPT	10/16/20	279408	399.28-

SOUTHERN GAS & SUPPLY OF							
Sum							399.28-
00001 SOUTHERN TIRE MART LLC (	2520045403	00202425	20000032	TIRES U#15064 FIRE DEPT	10/16/20	279410	2,181.32-

SOUTHERN TIRE MART LLC (							
Sum							2,181.32-
00001 SPEEDY PRINTING & SIGNS	28283	00202692	20000228	STREET MARKERS TRAFFIC DEPT	10/16/20	279413	184.00-
00001 SPEEDY PRINTING & SIGNS	28286	00202724	20000229	STREET MARKERS TRAFFIC DEPT	10/16/20	279413	72.00-
00001 SPEEDY PRINTING & SIGNS	28287	00202748	20000230	STREET SIGNS TRAFFIC DEPT	10/16/20	279413	88.00-

SPEEDY PRINTING & SIGNS							
Sum							344.00-
00001 SPIRE ENERGY	10/20 GENERA	00020211	20000238	MNTHLY GAS-GENERAL	10/16/20	279414	419.64-

SPIRE ENERGY							
Sum							419.64-

00001 STAPLES	3458770835	00202600 20000225 OFFICE SUPP URBAN DEV	10/16/20	279417	79.00-
00001 STAPLES	3459108794	00202600 20000226 OFFICE SUPP URBAN DEV	10/16/20	279417	11.88-

STAPLES					
Sum					90.88-
00001 STATE FIRE ACADEMY	28175	00202578 20000060 IN HOUSE FIRE INSTRUCTOR CLS	10/16/20	279418	1,030.00-

STATE FIRE ACADEMY					
Sum					1,030.00-
00001 TAYLOR RENTAL CENTER	1-317179-02	00202633 20000079 TENT CE ROY COVID-19 TESTING	10/16/20	279421	1,316.70-

TAYLOR RENTAL CENTER					
Sum					1,316.70-
00001 TRACTOR SUPPLY	200654411	00202318 20000149 LEAF RAKES/GLOVES SANIT	10/16/20	279426	170.77-

TRACTOR SUPPLY					
Sum					170.77-
00001 TRANSUNION RISK AND ALTE	362606 10/01	00202577 20000052 ONLINE INVESTIGATION POLICE	10/16/20	279427	324.40-

TRANSUNION RISK AND ALTE					
Sum					324.40-
00001 TRI-TECH INC	328588	00202499 20000086 EVIDENCE BAGS POLICE DEPT	10/16/20	279428	1,225.00-

TRI-TECH INC					
Sum					1,225.00-
00001 U SAVE AUTO RENTAL	18518	00202540 20000087 VAN RENT RECRUIT TESTING JKSN	10/16/20	279429	99.95-

U SAVE AUTO RENTAL					
Sum					99.95-
00001 UNDERWOOD OUTDOOR POWER,	94395	00202647 20000142 MOWER BATTERY P/F ACADEMY	10/16/20	279430	45.95-

UNDERWOOD OUTDOOR POWER,					
Sum					45.95-
00001 UNITED PARCEL SERVICE IN	00008E1Y1540	00202874 20000252 SERVS 9/2/2020 POLICE DEPT	10/16/20	279431	6.90-

UNITED PARCEL SERVICE IN					
Sum					6.90-
00001 UNIVERSITY TIRE & SERVIC	INV161742	00202617 20000145 OIL CHANGE U#14683 LAND CODE	10/16/20	279432	46.70-

UNIVERSITY TIRE & SERVIC					
Sum					46.70-
00001 V F W OF THE US	PARKING SPAC	00202632 20000106 PARKING SPACES 10/2020	10/16/20	279433	75.00-

V F W OF THE US					
Sum					75.00-
00001 WARD'S QUALITY TRANSMISS	115497	00202422 20000146 REPRS U#14697 LAND CODE	10/16/20	279437	3,066.44-

WARD'S QUALITY TRANSMISS					
Sum					3,066.44-
00001 WARREN PAVING INC	36976	00200715 20000038 HOT ASPHALT VARI CITY LOC	10/16/20	279438	192.92-
00001 WARREN PAVING INC	34860	00200715 20000153 HOT ASPHALT VARI CITY LOC	10/16/20	279438	122.71-
00001 WARREN PAVING INC	36042	00200715 20000154 HOT ASPHALT VARI CITY LOC	10/16/20	279438	117.65-

00001 WARREN PAVING INC	36590	00200715 20000155	HOT ASPHALT VARI CITY LOC	10/16/20	279438	118.28-
00001 WARREN PAVING INC	36674	00200715 20000156	HOT ASPHALT VARI CITY LOC	10/16/20	279438	195.45-
00001 WARREN PAVING INC	36560	00202083 20000157	CRUSHED CONCRETE PUBLIC WORKS	10/16/20	279438	577.91-
00001 WARREN PAVING INC	200352.1	00200352 20000158	PARKING LOT E 4TH AND MOBILE	10/16/20	279438	15,475.00-
00001 WARREN PAVING INC	201657.1	00201657 20000183	PAVING CORINNE STREET	10/16/20	279438	67,665.00-
00001 WARREN PAVING INC	202360.1	00202360 20000184	PAVING THOMPSON STREET	10/16/20	279438	20,000.00-
00001 WARREN PAVING INC	202360.1	00202771 20000185	OVERAGE PO#202360 THOMPSON ST	10/16/20	279438	411.26-
00001 WARREN PAVING INC	201657.1	00202772 20000186	OVERAGE PO#201657 CORINNE ST	10/16/20	279438	18,607.48-
00001 WARREN PAVING INC	202361.1	00202361 20000233	STRIPING N 34TH INTERSECTION	10/16/20	279438	1,400.00-

WARREN PAVING INC						
Sum						124,883.66-
00001 WASTE MANAGEMENT OF SOUT	0012337-2526	00202520 20000037	RUBBISH DISPOSAL 9/2-11 SANIT	10/16/20	279439	945.87-

WASTE MANAGEMENT OF SOUT						
Sum						945.87-
00001 WATERS INTERNATIONAL TRU	08S823217	00202623 20000105	REPRS U#16010 CEMETERY	10/16/20	279441	330.95-

WATERS INTERNATIONAL TRU						
Sum						330.95-
00001 WILLIAMS, ALVIN (REFUNDS	DAMAGE DEP R	00202117 20000108	DAMAGE DEPOSIT REFUND	10/16/20	279444	100.00-

WILLIAMS, ALVIN (REFUNDS						
Sum						100.00-
00001 ZAC FAIRLEY APPRAISALS,	1024	00202625 20000081	APPRAISAL OLD AIRPORT RD LAND	10/16/20	279446	550.00-

ZAC FAIRLEY APPRAISALS,						
Sum						550.00-
00001 98 WASTE LLC	2970	00202745 20000150	RUBBISH DISPOSAL 9/1-30 SANIT	10/16/20	279448	34,860.00-
00001 98 WASTE LLC	2971	00202745 20000151	RUBBISH DISPOSAL 9/1-30 P/REC	10/16/20	279448	2,835.00-

98 WASTE LLC						
Sum						37,695.00-

Sum						1,853,301.09-

00002	ESTERS, WILLARD (BUTCH)	OFFICIAL 9/2	00202121	20000042	OFFICIAL-ADULT SOFTBALL	10/16/20	279283	160.00-

ESTERS, WILLARD (BUTCH)								
Sum								
00002	GREEN FOREST NURSERY INC	35094	00202500	20000012	PLANTS MOBILE ST FESTIVAL	10/16/20	279294	160.00-

GREEN FOREST NURSERY INC								
Sum								
00002	GUTHRIE, JONI S	PKS/REC PROG	00202118	20000027	SERVS LOW IMPACT AEROBICS	10/16/20	279298	220.00-

GUTHRIE, JONI S								
Sum								
00002	HAVARD PEST CONTROL INC	1669424	00020211	20000053	QTRLY SRV CAMERON FIELD	10/16/20	279308	48.00-
00002	HAVARD PEST CONTROL INC	1669417	00020211	20000054	QTRLY SRV DAHMER POOL	10/16/20	279308	48.00-
00002	HAVARD PEST CONTROL INC	1669419	00020211	20000055	QTRLY SRV TATUM SOFTBALL	10/16/20	279308	125.00-

HAVARD PEST CONTROL INC								
Sum								
00002	JACKSON, TINA	OFFICIAL 9/2	00202121	20000039	OFFICIAL-ADULT SOFTBALL	10/16/20	279320	221.00-

JACKSON, TINA								
Sum								
00002	JOHNSON, MARCUS J	SPORTS SERVS	00202119	20000045	SPORTS SUPPORT SERVICES	10/16/20	279326	160.00-

JOHNSON, MARCUS J								
Sum								
00002	KETTLEY, ANNETTE	OFFICIAL 9/2	00202121	20000035	OFFICIAL-ADULT SOFTBALL	10/16/20	279331	40.00-

KETTLEY, ANNETTE								
Sum								
00002	KETTLEY, VERONICA	OFFICIAL 9/2	00202121	20000038	OFFICIAL-ADULT SOFTBALL	10/16/20	279332	64.00-

KETTLEY, VERONICA								
Sum								
00002	LENZ AGIGAIL ALLEN	10012	00202638	20000020	VIRTUAL ART CLASSES PKS/REC	10/16/20	279342	24.00-
00002	LENZ AGIGAIL ALLEN	1003	00202644	20000021	VIRTUAL PUBLIC ART WORKSHOP	10/16/20	279342	1,550.00-

LENZ AGIGAIL ALLEN								
Sum								
00002	LOWE'S OF HATTIESBURG IN	953392-FPTDF	00201909	20000015	ELEC SUPP CAMERON FIELD	10/16/20	279345	1,600.00-

LOWE'S OF HATTIESBURG IN								
Sum								
00002	MARTIN, MAGDALINE	PKS/REC PROG	00202118	20000029	SERVS JEWELRY CLASSES	10/16/20	279348	180.34-

MARTIN, MAGDALINE								
Sum								
00002	MS GRASS NURSERY	31658	00202508	20000013	GRASS SOD MOBILE STREET	10/16/20	279357	120.00-

MS GRASS NURSERY								
Sum								
130.00-								

00002 MS POWER COMPANY	10/20 PKS/RE 00020211	20000052 MNTHLY ELEC-PARKS & REC	10/16/20	279360	1,408.71-

MS POWER COMPANY					
Sum					1,408.71-
00002 PHILLIPS BARK PROCESSING 141211	00202448	20000014 HARDWOOD MULCH GRNDS MAINT	10/16/20	279379	1,435.00-

PHILLIPS BARK PROCESSING					
Sum					1,435.00-
00002 PITTMAN, PERCY D	OFFICIAL 10/	00202120 20000032 OFFICIAL-KICKBALL	10/16/20	279382	60.00-

PITTMAN, PERCY D					
Sum					60.00-
00002 POWELL, RANDY	OFFICIAL 10/	00202120 20000031 OFFICIAL-KICKBALL	10/16/20	279383	180.00-
00002 POWELL, RANDY	OFFICIAL 9/2	00202121 20000036 OFFICIAL-ADULT SOFTBALL	10/16/20	279383	32.00-
00002 POWELL, RANDY	SPORTS SERVS	00202119 20000044 SPORTS SUPPORT SERVICES	10/16/20	279383	40.00-

POWELL, RANDY					
Sum					252.00-
00002 PRINCE SIGN CO	PO#201489 9/	00201489 20000025 LABOR PINE ST GARAGE MURAL	10/16/20	279384	1,980.00-

PRINCE SIGN CO					
Sum					1,980.00-
00002 REGIONS CARDHOLDER SERVI 7079 9/30/20	00201946	20000047 MASKS/WIPES COVID-19 PREVNTN	10/16/20	279388	7,212.00-
00002 REGIONS CARDHOLDER SERVI 7079 9/30/20	00202056	20000048 SUPPLIES HBRG ARTS CENTER	10/16/20	279388	101.95-

REGIONS CARDHOLDER SERVI					
Sum					7,313.95-
00002 SHABAZZ, AMATULLAH	PKS/REC PROG	00202118 20000030 SERVS CRAFTING 101	10/16/20	279400	96.00-

SHABAZZ, AMATULLAH					
Sum					96.00-
00002 SMITH, CARLTON L	OFFICIAL 10/	00202120 20000034 OFFICIAL-KICKBALL	10/16/20	279405	40.00-
00002 SMITH, CARLTON L	OFFICIAL 9/2	00202121 20000041 OFFICIAL-ADULT SOFTBALL	10/16/20	279405	100.00-

SMITH, CARLTON L					
Sum					140.00-
00002 SOUTHERN ON SITE STORAGE 71086	00196105	20000022 PORTALETS/HANDWASH STA 10/2020	10/16/20	279409	2,982.33-

SOUTHERN ON SITE STORAGE					
Sum					2,982.33-
00002 SOUTHERN TIRE MART LLC (2520046095	00202640	20000024 TIRES U#9167 TRUCK	10/16/20	279410	334.86-
00002 SOUTHERN TIRE MART LLC (2520041091	00201183	20000049 TIRE U#20419 TRAILER	10/16/20	279410	78.00-

SOUTHERN TIRE MART LLC (					
Sum					412.86-
00002 SPIRE ENERGY	10/20 PKS/RE 00020211	20000051 MNTHLY GAS-PARKS & REC	10/16/20	279414	20.00-

SPIRE ENERGY					
Sum					20.00-

00002 SPORTS ILLUSTRATED PLAY	502242	00202688 20000026 REG FEES 7/1-9/30/2020	10/16/20	279415	458.50-

SPORTS ILLUSTRATED PLAY					
Sum					
00002 TERRELL, WINSTON		OFFICIAL 9/2 00202121 20000043 OFFICIAL-ADULT SOFTBALL	10/16/20	279422	458.50-
					140.00-

TERRELL, WINSTON					
Sum					
00002 VASQUEZ, LINDA M		OFFICIAL 9/2 00202121 20000040 OFFICIAL-ADULT SOFTBALL	10/16/20	279434	140.00-
					40.00-

VASQUEZ, LINDA M					
Sum					
00002 WALCK, SUSAN A		PKS/REC PROG 00202118 20000028 SERVS POTTERY CLASSES	10/16/20	279435	40.00-
					160.00-

WALCK, SUSAN A					
Sum					
00002 WATER FLOW PRODUCTIONS I 11522		00202646 20000017 IRRIGATION REPR 8/20 TOWN SQ	10/16/20	279440	160.00-
00002 WATER FLOW PRODUCTIONS I 11547		00202646 20000018 IRRIGATION REPRS TATUM PARK	10/16/20	279440	257.65-
					1,415.90-

WATER FLOW PRODUCTIONS I					
Sum					
					1,673.55-

Sum					
					87,382.83-

Date - 10/14/20

Check
Amount

5,836.57-

5,836.57-

5,836.57-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

PERIOD ENDING OCTOBER 16, 2020

Date - 10/14/20

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER OPERATION/MAINT.							
00009 ALLBRITTON CHAIN SAW & L	75026	00202574	20000021	KUBOTA ZTR REPRS SEWER DEPT	10/16/20	279224	136.20-

ALLBRITTON CHAIN SAW & L							136.20-
Sum							488.00-
00009 ANOINTED HANDS SERVICES,	6741	00202556	20000006	JANIT SERVS 10/2020 WTR PLANT	10/16/20	279226	488.00-

ANOINTED HANDS SERVICES,							488.00-
Sum							405.00-
00009 ARNOLD LINE WATER ASSN I	SEWER BILLIN	00202597	20000003	SEWER BILLING 7-9/2020	10/16/20	279228	405.00-

ARNOLD LINE WATER ASSN I							405.00-
Sum							590.42-
00009 AT&T MOBILITY	287273578351	00202845	20000042	WIRELESS SERV 9/2020 WTR/SWR	10/16/20	279233	590.42-

AT&T MOBILITY							590.42-
Sum							1,788.96-
00009 BONNER ANALYTICAL TESTIN	72570	00202781	20000037	NPDES MONITORING 9/20 LAGOONS	10/16/20	279241	1,788.96-

BONNER ANALYTICAL TESTIN							1,788.96-
Sum							183.58-
00009 CARQUEST AUTO PARTS STOR	14758-148798	00202664	20000020	REPR PTS U#15667 WTR TRANS	10/16/20	279252	183.58-

CARQUEST AUTO PARTS STOR							183.58-
Sum							51.00-
00009 CINTAS CORPORATION #J66	4062110862	00202549	20000007	UNIFORMS 9/21 WTR SERVICE MEN	10/16/20	279260	51.00-
00009 CINTAS CORPORATION #J66	4062833957	00202549	20000008	UNIFORMS 9/28 WTR SERVICE MEN	10/16/20	279260	79.00-
00009 CINTAS CORPORATION #J66	4063494200	00202549	20000009	UNIFORMS 10/5 WTR SERVICE MEN	10/16/20	279260	51.00-
00009 CINTAS CORPORATION #J66	4063493844	00202557	20000010	UNIFORMS 10/05 WTR TRANS	10/16/20	279260	104.85-
00009 CINTAS CORPORATION #J66	4063493844	00202557	20000011	UNIFORMS 10/05 WTR PLANTS	10/16/20	279260	46.27-
00009 CINTAS CORPORATION #J66	4063493844	00202557	20000012	UNIFORMS 10/05 SEWER	10/16/20	279260	28.80-
00009 CINTAS CORPORATION #J66	4063493844	00202557	20000013	UNIFORMS 10/05 MAINTENANCE	10/16/20	279260	14.58-
00009 CINTAS CORPORATION #J66	4063493557	00202555	20000014	MOP/MAT 10/05 WTR PLANTS	10/16/20	279260	21.88-
00009 CINTAS CORPORATION #J66	4064090311	00202806	20000045	UNIFORMS 10/12 WTR TRANS	10/16/20	279260	104.85-
00009 CINTAS CORPORATION #J66	4064090311	00202806	20000046	UNIFORMS 10/12 WTR PLANTS	10/16/20	279260	46.27-
00009 CINTAS CORPORATION #J66	4064090311	00202806	20000047	UNIFORMS 10/12 SEWER	10/16/20	279260	28.80-
00009 CINTAS CORPORATION #J66	4064090311	00202806	20000048	UNIFORMS 10/12 MAINTENANCE	10/16/20	279260	14.58-
00009 CINTAS CORPORATION #J66	4064090102	00202801	20000049	MOP/MAT 10/12 WTR PLANTS	10/16/20	279260	21.88-

CINTAS CORPORATION #J66							613.76-
Sum							105,470.54-
00009 CITY OF HATTIESBURG FUND TRF 1ST 10/2	00202111	20000002	TRF 1ST 10/2020 PAYROLL	10/07/20	90033		105,470.54-

CITY OF HATTIESBURG FUND							105,470.54-
Sum							

00009 DIXIE COMMUNITY UTILITY	SEWER BILLIN	00202605	20000004	SEWER BILLING 9/2020	10/16/20	279274	412.50-

DIXIE COMMUNITY UTILITY							
Sum							412.50-
00009 EQUIPMENT INC	165503640	00202667	20000043	REPRS U#20733 TRANS EXCAVATOR	10/16/20	279282	1,595.94-

EQUIPMENT INC							
Sum							1,595.94-
00009 HAVARD PEST CONTROL INC	1626859	00200025	20000022	TERMITE TRMT WTR BILLING	10/16/20	279308	900.00-
00009 HAVARD PEST CONTROL INC	1669422	00020211	20000054	QTRLY SRV WATER OFFICE	10/16/20	279308	45.00-
00009 HAVARD PEST CONTROL INC	1669441	00020211	20000055	QTRLY SRV WTR WORKS-JAMES	10/16/20	279308	50.00-

HAVARD PEST CONTROL INC							
Sum							995.00-
00009 L & A CONTRACTING CO	483-170	00202780	20000038	AERATOR MAINT N&S LAGOONS	10/16/20	279335	29,781.76-
00009 L & A CONTRACTING CO	483-171	00202780	20000039	AERATOR MAINT N&S LAGOONS	10/16/20	279335	36,210.01-

L & A CONTRACTING CO							
Sum							65,991.77-
00009 LOWE'S OF HATTIESBURG IN	905063-FPXPP	00202092	20000016	HAND TOOLS WTR BILLING	10/16/20	279345	187.98-

LOWE'S OF HATTIESBURG IN							
Sum							187.98-
00009 MS POWER COMPANY	10/20 W&SO&M	00020211	20000053	MNTHLY ELEC-W&SO&M	10/16/20	279360	35,172.72-

MS POWER COMPANY							
Sum							35,172.72-
00009 MS STATE/TAX COMM/TAX EX	PO#202795 10	00202795	20000044	TAGS U#21610 & U#21611 TRANS	10/16/20	279361	24.00-

MS STATE/TAX COMM/TAX EX							
Sum							24.00-
00009 PATTERSON AUTO ELECTRIC	80790	00202396	20000017	REPRS U#19356 WTR BILLING	10/16/20	279376	690.40-
00009 PATTERSON AUTO ELECTRIC	80741	00202559	20000018	REPRS U#18564 WTR TRANS DEPT	10/16/20	279376	3,161.11-

PATTERSON AUTO ELECTRIC							
Sum							3,851.51-
00009 PEARL RIVER VALLEY EPA (	10/20 W&SO&M	00020211	20000051	MNTHLY 10/20 PUBLIC SERVICES	10/16/20	279378	930.41-

PEARL RIVER VALLEY EPA (							
Sum							930.41-
00009 PINE BELT OIL COMPANY IN	1467102 W&SO	00202854	20000040	FUEL CARD RPLCMNTS WTR TRANS	10/16/20	279381	6.70-
00009 PINE BELT OIL COMPANY IN	1480771 W&SO	00202855	20000041	FUEL CARD RPLCMNTS 9/20 TRANS	10/16/20	279381	6.70-

PINE BELT OIL COMPANY IN							
Sum							13.40-
00009 RAWLS SPRINGS UTILITY DI	SEWER BILLIN	00202602	20000005	SEWER BILLING 9/2020	10/16/20	279386	194.00-

RAWLS SPRINGS UTILITY DI							
Sum							194.00-

00009 RICOH CORP	5060480993 W 00202655 20000015 PRODUCTION PRINTER WTR OFFICE	10/16/20	279392	279.24-

RICOH CORP				
Sum				279.24-
00009 RJM MCQUEEN CONTRACTING 2222	00202779 20000023 SWR BILLING FOR JH WRIGHT	10/16/20	279395	75,149.65-
00009 RJM MCQUEEN CONTRACTING 2223	00202779 20000024 SWR REPRS 6/7-7/31/2020	10/16/20	279395	97,501.81-
00009 RJM MCQUEEN CONTRACTING 2229	00202779 20000025 AUGUST 2020 PUMPING	10/16/20	279395	8,311.00-
00009 RJM MCQUEEN CONTRACTING 2230	00202779 20000026 SWR REPR ROSEWOOD/N 34TH	10/16/20	279395	2,547.00-
00009 RJM MCQUEEN CONTRACTING 2231	00202779 20000027 SWR REPR N 26TH/QUINN ST	10/16/20	279395	2,949.00-
00009 RJM MCQUEEN CONTRACTING 2233	00202779 20000028 SWR REPR OAKLEIGH/S 34TH	10/16/20	279395	5,495.00-
00009 RJM MCQUEEN CONTRACTING 2239	00202779 20000029 SWR REPR CHESTERFIELD/CHELSEA	10/16/20	279395	11,674.90-
00009 RJM MCQUEEN CONTRACTING 2240	00202779 20000030 SWR REPR N 36TH/HARDY ST	10/16/20	279395	11,873.30-
00009 RJM MCQUEEN CONTRACTING 2241	00202779 20000031 SWR REPR SOUTHAVERN/34TH	10/16/20	279395	6,227.50-
00009 RJM MCQUEEN CONTRACTING 2242	00202779 20000032 SWR REPR MAMIE ST/S 14TH	10/16/20	279395	3,934.84-
00009 RJM MCQUEEN CONTRACTING 2243	00202779 20000033 SWR REPR SARATOGA/VENETIAN	10/16/20	279395	6,108.30-
00009 RJM MCQUEEN CONTRACTING 2244	00202779 20000034 SWR REPR WOODHAVEN/EVERGREEN	10/16/20	279395	3,997.00-
00009 RJM MCQUEEN CONTRACTING 2245	00202779 20000035 SWR REPR OAKLEIGH/S 34TH	10/16/20	279395	5,495.00-
00009 RJM MCQUEEN CONTRACTING 2246	00202779 20000036 SWR REPR RUBY AVE/JOHN ST	10/16/20	279395	3,796.00-

RJM MCQUEEN CONTRACTING				
Sum				245,060.30-
00009 SANSOM EQUIPMENT CO W00313	00202564 20000050 CRAWLER CAMERA REPR SWR DEPT	10/16/20	279398	957.05-

SANSOM EQUIPMENT CO				
Sum				957.05-
00009 SOUTHERN WATERWORKS SUPP 85237	00201431 20000001 SEWER PIPE 306 3RD AVE	10/16/20	279411	61.50-

SOUTHERN WATERWORKS SUPP				
Sum				61.50-
00009 SPIRE ENERGY 10/20 W&SO&M 00020211 20000052 MNTHLY GAS-W&SO&M		10/16/20	279414	20.00-

SPIRE ENERGY				
Sum				20.00-

Sum				465,423.78-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

PERIOD ENDING OCTOBER 16, 2020

Date

- 10/14/20

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER FUND							
00011 ADELA INC (FORMERLY NS	040201490000	00202124	20000067	WATER COLLECTIONS FEES	10/16/20	279220	1,297.65-
00011 ADELA INC (FORMERLY NS	040201490000	00202125	20000068	WATER COLLECTIONS FEES	10/16/20	279220	945.68-

ADELA INC (FORMERLY NS							
Sum							2,243.33-
00011 ALBERT, SANDRA 1	METER DEP RF	00202123	20000035	METER DEPOSIT REFUND	10/16/20	279223	75.00-

ALBERT, SANDRA 1							
Sum							75.00-
00011 ARINDER, ELIZABETH C	WTR OVRPMT R	00202122	20000009	WATER OVERPAYMENT REFUND	10/16/20	279227	87.48-
00011 ARINDER, ELIZABETH C	METER DEP RF	00202123	20000043	METER DEPOSIT REFUND	10/16/20	279227	75.00-

ARINDER, ELIZABETH C							
Sum							162.48-
00011 BB Properties 409	METER DEP RF	00202123	20000045	METER DEPOSIT REFUND	10/16/20	279237	75.00-

BB Properties 409							
Sum							75.00-
00011 BEDENBAUGH, CAROLYN R	METER DEP RF	00202123	20000014	METER DEPOSIT REFUND	10/16/20	279238	75.00-

BEDENBAUGH, CAROLYN R							
Sum							75.00-
00011 BLANKS, JOSEPHINE	METER DEP RF	00202123	20000062	METER DEPOSIT REFUND	10/16/20	279239	20.96-

BLANKS, JOSEPHINE							
Sum							20.96-
00011 BOUNDS,DAVID RA	METER DEP RF	00202123	20000046	METER DEPOSIT REFUND	10/16/20	279242	75.00-

BOUNDS,DAVID RA							
Sum							75.00-
00011 BRENT, MITCHELL	METER DEP RF	00202123	20000034	METER DEPOSIT REFUND	10/16/20	279243	75.00-

BRENT, MITCHELL							
Sum							75.00-
00011 BROWN, SHELLEY 421	METER DEP RF	00202123	20000055	METER DEPOSIT REFUND	10/16/20	279245	75.00-

BROWN, SHELLEY 421							
Sum							75.00-
00011 CADE, TANNER	METER DEP RF	00202123	20000028	METER DEPOSIT REFUND	10/16/20	279250	20.96-

CADE, TANNER							
Sum							20.96-

00011 CITY OF HATTIESBURG FUND 010000.0160. 00020213 20000001 9/2020 WATER TRF	10/06/20	110075	91,663.00-

CITY OF HATTIESBURG FUND			
Sum			91,663.00-
00011 CITY OF HATTIESBURG FUND 010000.0160. 00020213 20000008 9/20 WATER DIST IN OCTOBER	10/06/20	110076	228,000.00-

CITY OF HATTIESBURG FUND			
Sum			228,000.00-
00011 CITY OF HATTIESBURG FUND 075000.0160 00020212 20000007 9/20 WATER DIST IN OCTOBER	10/06/20	110077	528,886.40-

CITY OF HATTIESBURG FUND			
Sum			528,886.40-
00011 DAVIS PREMIER GROUP LLC METER DEP RF 00202123 20000052 METER DEPOSIT REFUND	10/16/20	279273	75.00-

DAVIS PREMIER GROUP LLC			
Sum			75.00-
00011 EVANS, ARTIS METER DEP RF 00202123 20000031 METER DEPOSIT REFUND	10/16/20	279284	20.96-

EVANS, ARTIS			
Sum			20.96-
00011 GILL, GARY S METER DEP RF 00202123 20000061 METER DEPOSIT REFUND	10/16/20	279290	75.00-

GILL, GARY S			
Sum			75.00-
00011 GLENN, RAY 302 32ND AVE METER DEP RF 00202123 20000056 METER DEPOSIT REFUND	10/16/20	279292	75.00-

GLENN, RAY 302 32ND AVE			
Sum			75.00-
00011 GOON, ANANSA METER DEP RF 00202123 20000030 METER DEPOSIT REFUND	10/16/20	279293	75.00-

GOON, ANANSA			
Sum			75.00-
00011 GUESS, GRACE M METER DEP RF 00202123 20000032 METER DEPOSIT REFUND	10/16/20	279296	20.96-

GUESS, GRACE M			
Sum			20.96-
00011 HALLMAN PROPERTIES MGMT METER DEP RF 00202123 20000048 METER DEPOSIT REFUND	10/16/20	279299	75.00-

HALLMAN PROPERTIES MGMT			
Sum			75.00-
00011 HALLMAN PROPERTIES MGMT METER DEP RF 00202123 20000049 METER DEPOSIT REFUND	10/16/20	279300	75.00-

HALLMAN PROPERTIES MGMT			
Sum			75.00-
00011 HALLMAN PROPERTIES 1006 METER DEP RF 00202123 20000037 METER DEPOSIT REFUND	10/16/20	279301	75.00-

HALLMAN PROPERTIES 1006			
Sum			75.00-

00011 HALLMAN PROPERTIES 1006	METER DEP RF 00202123 20000038	METER DEPOSIT REFUND	10/16/20	279302	20.96-

HALLMAN PROPERTIES 1006					
Sum					20.96-
00011 HALLMAN PROPERTIES 507 2	METER DEP RF 00202123 20000036	METER DEPOSIT REFUND	10/16/20	279303	75.00-

HALLMAN PROPERTIES 507 2					
Sum					75.00-
00011 HALLMAN PROPERTY MANAGEM	METER DEP RF 00202123 20000047	METER DEPOSIT REFUND	10/16/20	279304	75.00-

HALLMAN PROPERTY MANAGEM					
Sum					75.00-
00011 HALLMAN PROPERTY MGMT	METER DEP RF 00202123 20000041	METER DEPOSIT REFUND	10/16/20	279305	75.00-

HALLMAN PROPERTY MGMT					
Sum					75.00-
00011 HOBGOOD, DONALD	METER DEP RF 00202123 20000065	METER DEPOSIT REFUND	10/16/20	279310	20.96-

HOBGOOD, DONALD					
Sum					20.96-
00011 HOLDER, ALISON 307	METER DEP RF 00202123 20000044	METER DEPOSIT REFUND	10/16/20	279311	75.00-

HOLDER, ALISON 307					
Sum					75.00-
00011 HOOD, JACQUE	METER DEP RF 00202123 20000029	METER DEPOSIT REFUND	10/16/20	279313	75.00-

HOOD, JACQUE					
Sum					75.00-
00011 HOWELL, KAREN	METER DEP RF 00202123 20000013	METER DEPOSIT REFUND	10/16/20	279314	40.00-

HOWELL, KAREN					
Sum					40.00-
00011 HUB CITY BEER	METER DEP RF 00202123 20000021	METER DEPOSIT REFUND	10/16/20	279315	75.00-

HUB CITY BEER					
Sum					75.00-
00011 JEFCOAT FENCE INC	METER DEP RF 00202123 20000020	METER DEPOSIT REFUND	10/16/20	279321	75.00-

JEFCOAT FENCE INC					
Sum					75.00-
00011 JEFF MARTIN PROPERTIES L	WTR OVRPMT R 00202122 20000010	WATER OVERPAYMENT REFUND	10/16/20	279322	54.04-
00011 JEFF MARTIN PROPERTIES L	METER DEP RF 00202123 20000053	METER DEPOSIT REFUND	10/16/20	279322	75.00-

JEFF MARTIN PROPERTIES L					
Sum					129.04-
00011 JOHNSON, ADAM	METER DEP RF 00202123 20000059	METER DEPOSIT REFUND	10/16/20	279325	75.00-

JOHNSON, ADAM					
Sum					75.00-

00011 JOHNSON, MARK P	METER DEP RF 00202123 20000025 METER DEPOSIT REFUND	10/16/20	279327	75.00-
JOHNSON, MARK P				-----
Sum				75.00-
00011 LACASA LLC 23	METER DEP RF 00202123 20000058 METER DEPOSIT REFUND	10/16/20	279336	75.00-
LACASA LLC 23				-----
Sum				75.00-
00011 LACHER, JEFFERY JOHN	METER DEP RF 00202123 20000050 METER DEPOSIT REFUND	10/16/20	279337	40.96-
LACHER, JEFFERY JOHN				-----
Sum				40.96-
00011 LONDON & STETELMAN (1015	METER DEP RF 00202123 20000018 METER DEPOSIT REFUND	10/16/20	279343	525.00-
LONDON & STETELMAN (1015				-----
Sum				525.00-
00011 LONDON AND STETELMAN	METER DEP RF 00202123 20000066 METER DEPOSIT REFUND	10/16/20	279344	20.96-
LONDON AND STETELMAN				-----
Sum				20.96-
00011 MCDONALD, KASHA	METER DEP RF 00202123 20000057 METER DEPOSIT REFUND	10/16/20	279349	2.20-
MCDONALD, KASHA				-----
Sum				2.20-
00011 MURPHEE, VANESSA113	METER DEP RF 00202123 20000019 METER DEPOSIT REFUND	10/16/20	279363	75.00-
MURPHEE, VANESSA113				-----
Sum				75.00-
00011 MYRICK, EMILY	METER DEP RF 00202123 20000026 METER DEPOSIT REFUND	10/16/20	279364	20.96-
MYRICK, EMILY				-----
Sum				20.96-
00011 NOBLE, LALA S	METER DEP RF 00202123 20000011 METER DEPOSIT REFUND	10/16/20	279368	40.00-
NOBLE, LALA S				-----
Sum				40.00-
00011 OTT, DAVID M	METER DEP RF 00202123 20000024 METER DEPOSIT REFUND	10/16/20	279372	75.00-
OTT, DAVID M				-----
Sum				75.00-
00011 OTT, DAVID1	METER DEP RF 00202123 20000027 METER DEPOSIT REFUND	10/16/20	279373	75.00-
OTT, DAVID1				-----
Sum				75.00-
00011 RENO, SHARRA 605	METER DEP RF 00202123 20000039 METER DEPOSIT REFUND	10/16/20	279390	75.00-
RENO, SHARRA 605				-----
Sum				75.00-
00011 RICHARDSON, PENELOPE	METER DEP RF 00202123 20000060 METER DEPOSIT REFUND	10/16/20	279391	20.96-
RICHARDSON, PENELOPE				-----
Sum				20.96-

00011 SCRAPE, SARA J	METER DEP RF 00202123 20000017 METER DEPOSIT REFUND	10/16/20	279399	20.96-

SCRAPE, SARA J				
Sum				20.96-
00011 SIGMA COMPANIES	METER DEP RF 00202123 20000040 METER DEPOSIT REFUND	10/16/20	279403	75.00-

SIGMA COMPANIES				
Sum				75.00-
00011 SMITH, KERRI	METER DEP RF 00202123 20000015 METER DEPOSIT REFUND	10/16/20	279406	20.96-

SMITH, KERRI				
Sum				20.96-
00011 SOUTHGATE REALTY 119	METER DEP RF 00202123 20000016 METER DEPOSIT REFUND	10/16/20	279412	75.00-

SOUTHGATE REALTY 119				
Sum				75.00-
00011 SSC PROPERTIES VI, LLC	METER DEP RF 00202123 20000054 METER DEPOSIT REFUND	10/16/20	279416	75.00-

SSC PROPERTIES VI, LLC				
Sum				75.00-
00011 STRONG, LEIGH A	METER DEP RF 00202123 20000064 METER DEPOSIT REFUND	10/16/20	279419	75.00-

STRONG, LEIGH A				
Sum				75.00-
00011 SYBERT, ROSS	METER DEP RF 00202123 20000051 METER DEPOSIT REFUND	10/16/20	279420	75.00-

SYBERT, ROSS				
Sum				75.00-
00011 THE ARBOR	METER DEP RF 00202123 20000012 METER DEPOSIT REFUND	10/16/20	279423	40.00-

THE ARBOR				
Sum				40.00-
00011 THE ARBOR LLC4700	METER DEP RF 00202123 20000022 METER DEPOSIT REFUND	10/16/20	279424	75.00-

THE ARBOR LLC4700				
Sum				75.00-
00011 TINGSTROM, DANIEL IV	METER DEP RF 00202123 20000033 METER DEPOSIT REFUND	10/16/20	279425	20.96-

TINGSTROM, DANIEL IV				
Sum				20.96-
00011 WESLEY BRELAND3004	METER DEP RF 00202123 20000023 METER DEPOSIT REFUND	10/16/20	279443	75.00-

WESLEY BRELAND3004				
Sum				75.00-
00011 WILLIAMS, JOHNNIE C1	METER DEP RF 00202123 20000042 METER DEPOSIT REFUND	10/16/20	279445	20.96-

WILLIAMS, JOHNNIE C1				
Sum				20.96-

00011 ZALAZNIK, ELLIOT 1	METER DEP RF 00202123 20000063 METER DEPOSIT REFUND	10/16/20	279447	75.00-

ZALAZNIK, ELLIOT 1				75.00-
Sum				-----
Sum				854,669.89-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date

- 10/14/20

PERIOD ENDING OCTOBER 16, 2020

Vendor

Invoice
NumberPurchase
OrderClaims
NumberItem
DescriptionCheck
DateCheck
No.Check
Amount

CITY B & I

00013 PEOPLES BANK

8/21/20

00202113

20000001

PRIN & INT GO RFDG BONDS 2015

10/07/20

130005

994,400.00-

PEOPLES BANK

Sum

994,400.00-

Sum

994,400.00-

Date - 10/14/20

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
------	-------------

Check
Date

Check
No.

Check
Amount

POLICE FORFEITURES FUND

00019 C D W GOVERNMENT

1644176 (A)

00202115

20000002

NETCLOUD FOR CRADLEPOINTS

10/16/20

279247

5,154.47-

00019 C D W GOVERNMENT

1644176 (B)

00202530

20000003

ADDL AMT DUE PO#202115

10/16/20

279247

278.62-

C D W GOVERNMENT

Sum

00019 EVIDENT INC

162736A

00202409

20000001

CRIME SCENE DO NOT CROSS TAPE

10/16/20

279285

5,433.09-

664.56-

EVIDENT INC

Sum

664.56-

Sum

6,097.65-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 10/14/20

PERIOD ENDING OCTOBER 16, 2020

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
TAX COLLECTOR'S FUND							
00027 LIBRARY, THE	9/2020	00020211	20000005	9/20 MILLAGE DIST IN OCTOBER	10/06/20	270065	47,607.18-

LIBRARY, THE							47,607.18-
Sum							-----
							47,607.18-
Sum							-----

Date - 10/14/20

Check
Amount

283,156.97-

283,156.97-

283,156.97-

00073 WATERS INTERNATIONAL TRU 08S822799	00201690 20000004 A/C REPR U#18570 BUS	10/16/20	279441	2,058.40-

WATERS INTERNATIONAL TRU				
Sum				2,058.40-

Sum				55,683.25-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 10/14/20

PERIOD ENDING OCTOBER 16, 2020

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount

WATER&SEWER CONSTRUCTION FUND							
00075 SHOWS DEARMAN & WAITS IN	21663	00202857	20000001	SRVS BORDEN DAIRY SEWER H49	10/16/20	279402	3,692.50-
00075 SHOWS DEARMAN & WAITS IN	21654	00202858	20000002	SERVS GEN ENGR SUPPORT/RESRCH	10/16/20	279402	962.50-
00075 SHOWS DEARMAN & WAITS IN	21661	00202863	20000003	SRVS HIGH SPEED SANITARY SWR	10/16/20	279402	1,830.00-
00075 SHOWS DEARMAN & WAITS IN	21688	00202818	20000004	SRVS C CLUB RD WTR UPGRADES	10/16/20	279402	627.50-
00075 SHOWS DEARMAN & WAITS IN	21653	00202822	20000005	SRVS MLK INFRASTRUCTURE IMPRV	10/16/20	279402	18,660.00-
00075 SHOWS DEARMAN & WAITS IN	21651	00202824	20000006	SRVS INFRASTRUCTURE MGMT PH I	10/16/20	279402	8,200.00-
00075 SHOWS DEARMAN & WAITS IN	21668	00202841	20000007	SRVS WTR PLT#1 REHAB DESIGN	10/16/20	279402	17,715.00-
00075 SHOWS DEARMAN & WAITS IN	21650	00202825	20000008	WTR IMPRV AUDUBON/WESTWOOD	10/16/20	279402	7,807.50-
00075 SHOWS DEARMAN & WAITS IN	21652	00202823	20000009	SRVS E JERUSALEM WTR IMRPVMT	10/16/20	279402	13,775.00-

SHOWS DEARMAN & WAITS IN							
Sum							73,270.00-

Sum							73,270.00-

Date - 10/14/20

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY CENTERS' FUND							
00077 AT&T MOBILITY	287273578351	00202845	20000010	WIRELESS SERV 9/2020 COMM CTR	10/16/20	279233	61.20-
AT&T MOBILITY							
Sum							61.20-
00077 CITY OF HATTIESBURG FUND TRF 1ST 10/2	00202111	20000001	TRF 1ST 10/2020 PAYROLL	10/07/20	770033		21,142.57-
CITY OF HATTIESBURG FUND							
Sum							21,142.57-
00077 EDDIE PEARSON ROOFING, L 1268		00201998	20000008	REPLACE ROOF MCNAIR AUDITORIM	10/16/20	279278	11,440.00-
EDDIE PEARSON ROOFING, L							
Sum							11,440.00-
00077 GULF SOUTH PRODUCTIONS 2000		00201796	20000002	AUDIO/VISUAL 9/20 COVID-19	10/16/20	279297	2,700.00-
00077 GULF SOUTH PRODUCTIONS 1997		00202672	20000003	AV PACKAGE 9/20 COUNCIL MTNGS	10/16/20	279297	750.00-
GULF SOUTH PRODUCTIONS							
Sum							3,450.00-
00077 HAVARD PEST CONTROL INC 1652974		00020211	20000009	SENTRICON CULTURAL CENTER	10/16/20	279308	200.00-
00077 HAVARD PEST CONTROL INC 1669425		00020211	20000013	QTRLY SRV SHERRILL CENTER	10/16/20	279308	115.00-
00077 HAVARD PEST CONTROL INC 1669427		00020211	20000014	QTRLY SRV SIGLER BLDG	10/16/20	279308	48.00-
00077 HAVARD PEST CONTROL INC 1669428		00020211	20000015	QTRLY SRV MCNAIR CENTER	10/16/20	279308	48.00-
HAVARD PEST CONTROL INC							
Sum							411.00-
00077 MCINTYRE, SANDRA (REFUND CULTURAL CEN	00202116	20000005	DAMAGE DEPOSIT REFUND	10/16/20	279351		250.00-
MCINTYRE, SANDRA (REFUND							
Sum							250.00-
00077 MONTGOMERY LINDA (REFUND SHERRILL CEN	00202116	20000006	DAMAGE DEPOSIT REFUND	10/16/20	279354		100.00-
MONTGOMERY LINDA (REFUND							
Sum							100.00-
00077 MS POWER COMPANY 10/20 COMM C	00020211	20000012	MNTHLY ELEC-COMM CENTERS	10/16/20	279360		3,248.21-
MS POWER COMPANY							
Sum							3,248.21-
00077 OWENS BUSINESS MACHINES 407285		00202728	20000007	COPIER TONER SHERRILL CENTER	10/16/20	279375	44.00-
OWENS BUSINESS MACHINES							
Sum							44.00-

00077 SPIRE ENERGY	10/20 COMM C 00020211 20000011 MNTHLY GAS-COMM CENTERS	10/16/20	279414	109.95-

SPIRE ENERGY				
Sum				109.95-

Sum				40,256.93-

Date - 10/14/20

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
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Check
Date

Check
No.

Check
Amount

SPEC SALES TAX-P&R/UNIV IMPROV

00086	CITY OF HATTIESBURG FUND TRF 1ST 10/2	00202111	20000001	TRF 1ST 10/2020	PAYROLL	10/07/20	860026	1,500.60-
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CITY OF HATTIESBURG FUND

Sum

00086 NEEL-SCHAFFER INC	1067091	00202815	20000003	SRVS DUNCAN LAKE TRAIL EXTN	10/16/20	279366	3,763.39-
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NEEL-SCHAFFER INC

Sum

00086	SIGNS	FIRST	H-73887	00202185	20000002	SIGNS	DUNCAN	LK	TRAIL	EXTN	10/16/20	279404	98.07-
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SIGNS FIRST

Sum

98.07-

Sum

5,362.06-

Date - 10/14/20

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
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Check
Date

Check
No.

Check
Amount

PUBLIC SAFETY/REC CONSTRUCTION

00088	NEEL-SCHAFFER INC	1067056	00202812	20000001	SRVS HALL AVE OVERPASS PROJ	10/16/20	279366	1,074.58-
00088	NEEL-SCHAFFER INC	1067061	00202816	20000002	SRVS HALL AVE ROUNDABOUT RVSN	10/16/20	279366	1,855.88-
00088	NEEL-SCHAFFER INC	1067100	00202817	20000003	SRVS HALL AVE OVERPASS	10/16/20	279366	4,549.27-

NEEL-SCHAFFER INC

Sum	7,479.73-
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Sum	7,479.73-
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Date - 10/14/20

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
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Check
Date

Check
No.

Check
Amount

2019 FIRE STATION CONSTRUCTION

00095 JACK FERRILL'S HEAVY EQU EST#5 FINAL 00202839 20000001 SRVS BIG YANK DEMOLITION

10/16/20

279319

42,192.50-

JACK FERRILL'S HEAVY EQU

Sum

42,192.50-

00095 LANDRY LEWIS GERMANY ARC CN 19-3746 00202837 20000002 SRVS BIG YANK DEMOLITION

10/16/20

279339

513.60-

LANDRY LEWIS GERMANY ARC

Sum

513.60-

Sum

42,706.10-

Grand Total Level

Sum

4,947,978.44-



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: City Council members

FROM: Kermas Eaton, Director of Administration/City Clerk

DATE: October 20, 2020

RE: **Additional claims**

Please accept this memorandum as a request for approval of additional claims as described on the attached form.

Thank you.

ADDENDUM CLAIMS DOCKET
PERIOD ENDING OCTOBER 16, 2020

FUND	VENDOR	INVOICE NUMBER	PURCHASE ORDER	CLAIMS NUMBER	ITEM DESCRIPTION	CHECK DATE	CHECK NUMBER	CHECK AMOUNT
001	BUGZ LAWN CARE & PRESSURE WASH	10/7/20	202626	20000350	DABBS ST LANDSCAPE REPAIR	10/20/20	10138	1,000.00
001	TWIN FORKS RISING CDC	9/22/20	202512	19007786	MOBILE ST FESTIVAL SPONSORSHIP	9/29/20	10126	5,000.00

TOTAL 6,000.00

This is to provide further explanation for the check cut to Twin Fork Rising on September 29, 2020. This check was cut on September 29th after the docket checks had been cut. Normally, if a manual check is cut after the docket checks it will be included on an addendum to the docket to be presented at the next Council meeting or alternatively, it will automatically be included on the next docket report.

Because of the timing of this check it should have been included on an addendum docket because it was cut after the docket checks but before we had entered into the next docket period. The check was cut at year end when there are many processes happening at once to close out the City's books and because of that, it missed being included on an addendum to the docket. It is being submitted on an addendum to the 10/17/20 docket since the system did not automatically include it on the docket report.

I would be happy to provide additional clarification if it is needed.

Lisa Hanson