



Tuesday, November 17, 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. **2020-831** Approve the minutes for the November 2 & 3, 2020 meetings of the City Council.
2. **2020-826** Adopt resolution declaring a portion of property identified as Forrest County Parcel No. 2-030M-11-018.00 (PPIN 026749) necessary for public use and authorizing any and all proceedings necessary to acquire the aforementioned property pursuant to *Miss. Code Ann. 21-37-47*, as amended.
3. **2020-825** Adopt resolution declaring a portion of property identified as Forrest County Parcel No. 2-030M-11-0023.00 (PPIN 021192) necessary for public use and authorizing any and all proceedings necessary to acquire the aforementioned property pursuant to *Miss. Code Ann. 21-37-47*, as amended.
4. **2020-827** Adopt resolution declaring a portion of property identified as Forrest County Parcel No. 2-037D-14-150.00 (PPIN 022075) necessary for public use and authorizing any and all proceedings necessary to acquire the aforementioned property pursuant to *Miss. Code Ann. 21-37-47*, as amended.
5. **2020-828** Adopt resolution declaring a portion of property identified as Forrest County Parcel No. 2-037D-14-128.00 (PPIN 022074) necessary for public use and authorizing any and all proceedings necessary to acquire the aforementioned property pursuant to *Miss. Code Ann. 21-37-47*, as amended.
6. **2020-806** Adopt a Resolution declaring certain vehicles & equipment as surplus (per attached memo) and authorize sale of said vehicles & equipment at auction and remove from the City's inventory of the Parks and Recreation Department.

7. **2020-814** Adopt Resolution requesting that the Mississippi Department of Transportation initiate the Norfolk Southern Rail Spur, Hall Avenue Overpass East, Hall Avenue Overpass West and Dynamic Message Signs projects as components of the Hattiesburg Downtown Railroad Innovation Project that was the BUILD grant application the City was awarded.
8. **2020-829** Approve Professional Services Agreement with Right of Way Technology, Inc. for relocation services related to the Hall Avenue Improvements East project and authorize the Mayor to execute in duplicate.
9. **2020-817** Approve Purchase Agreement with Bogue Homo Mitigation Bank for mitigation credits required by U.S. Army Corps of Engineers Permit SAM-2019-0547-AMR for the Hall Avenue Improvements East project for the amount of \$37,594.00; Authorize Mayor to execute said agreement in duplicate and issue manual check in payment thereof.
10. **2020-822** Approve Letter of Engagement with Allen Engineering & Science, Inc. for services in pursuit of funding for a Watershed Master Plan and authorize the Mayor to execute the same.
11. **2020-800** Approve Letter of Engagement with DD Consulting, LLC., to provide conceptual master planning services related to sports and recreation opportunities for Tatum Park and authorize the Mayor to execute the same.
12. **2020-812** Approve Letter of Engagement with Frye Environmental to provide environmental training sessions for Urban Development/Community Development Division Staff and authorize the Mayor to execute the same in triplicate.
13. **2020-820** Approve Order authorizing final acceptance of Mississippi State Aid - Department of Economic Community Development Project No. DECD-0018(34) BO and the release of the contractor from further maintenance responsibilities; authorize the Mayor to execute associated letter and order in duplicate.
14. **2020-815** Approve a scope of work and budget modification for the Mississippi Department of Archives and History (MDAH) Community Heritage Preservation Grant Memorandum of Agreement in the amount of \$102,400.00 to fund renovations at F.B. Woodley Elementary School. Total estimated project cost is \$150,100 (\$102,400 grant share/\$47,700 local share). The local share will be provided by Hattiesburg Public School District.
15. **2020-824** Approve Agreement with RJ Young for a copier located in the Building Division office for a period of 48 months at a cost of \$100.57 per month and authorize the Mayor to execute the same.
16. **2020-833** Approve Agreement between the City of Hattiesburg and Metrix Solutions for Microsoft Cloud services and Offices 365 Licenses at a monthly cost of \$1650.00 and authorize the Mayor to execute the same.

17. **2020-834** Approve Agreement between the City of Hattiesburg and Paymentus Corporation to provide electronic bill payment services for the Water and Sewer customer accounts and authorize the Mayor to execute the same.
18. **2020-835** Approve Agreement between the City of Hattiesburg and ENCO Advantage to provide utility bill print and mailing services for the Water and Sewer Customer Accounts and authorize the Mayor to execute the same.
19. **2020-841** Approve Agreement between the City of Hattiesburg and the Hattiesburg Arts Council to provide a COVID-19 Arts Outreach Program for the City of Hattiesburg and authorize Mayor to execute the same.
20. **2020-840** Approve renewal of Agreement between the City of Hattiesburg and United Healthcare Services, Inc. for city employee's health insurance (administrative services contract) and authorize the Mayor to execute the same.
21. **2020-813** Authorize the acceptance of the FY20 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Award from the US Department of Justice in the amount of \$18,866.
22. **2020-816** Acknowledge bids received October 29, 2020 for the Infrastructure Improvements Along Lamar Boulevard - Street project and accept the bid from Walters Construction Co., Inc. in the amount of \$2,032,391.15 for the base bid and additive alternates 1 and 2, as the lowest and best bid; Authorize Mayor to execute contracts when prepared.
23. **2020-810** Authorize termination of Contractor and Owner Agreement approved February 4, 2020 affiliated with 303 J.C. Killingsworth Drive, effective November 17, 2020, and approve a new Contractor and Owner Agreement for Helen O'Neal of 303 J.C. Killingsworth Drive according to the Housing Rehabilitation and Housing Programs Manual Section VII (E) and authorize the Mayor to execute in triplicate.
24. **2020-819** Ratify and confirm the Mayor's appointment of Terri R. Bell (W3) to the Historic Conservation Commission for a term beginning November 17, 2020 and ending November 16, 2024.
25. **2020-818** Ratify and confirm the Mayor's appointment of Angela Duncan (W2) to the Historic Conservation Commission for a term beginning November 17, 2020 and ending November 16, 2024.
26. **2020-832** Ratify and confirm the Mayor's appointment of Benjamin L. Smith (Replaces Ray Sims) to the Forrest County Industrial Park Commission for a term beginning November 17, 2020 and ending November 16, 2025.
27. **2020-843** Adopt a Resolution setting Public Hearing on Monday, December 21, 2020 at 4:00 p.m. in the Jackie Dole Sherrill Community Center to determine if certain properties are in such a state of uncleanness 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.

28. **2020-844** Acknowledge receipt of a fully executed warranty deed for a portion of Forrest County Parcel No. 2-037D-14-127.00 (PPIN 22051) for the Hall Avenue Improvements East project; Authorize issuance of a manual check in payment of fair market value of \$310.00.

ROUTINE AGENDA

1. **2020-803** Acknowledge receipt of Privilege Tax License Monthly Reports September and October 2020.
2. **2020-837** Acknowledge Proof of Publications for the months of August, September and October 2020.
3. **2020-830** Acknowledge receipt of a warranty deed for a portion of Forrest County Parcel No. 2-037D-14-172.00 (PPIN 022098) and further described in the attached deed for the Hall Avenue Improvements East project.
4. **2020-801** Acknowledge the final draft of the Title VI Plan for Hub City Transit as submitted to the Federal Transit Administration (FTA).
5. **2020-823** Acknowledge closeout of the review by the U.S. Department of Housing and Urban Development, Office of Inspector General, published September 28, 2018, by way of a grant reduction from the HOME Investment Partnership grant. The review focused on HOME grant activities from 2013 through 2017; the grant reduction applies to existing, prior year awards and will not impact future awards or general funds.
6. **2020-805** Authorize publication of Notice to Bidders for Municipal Depositories for the (2) year period beginning January 1, 2021 through December 31, 2022.
7. **2020-811** Authorize publication of Notice of Public Hearing proposing amendment of 2019 Action Plan per expedited process allowed by HUD for COVID-19 related amendments.
8. **2020-836** Rescind award of bid to Hol-Mac Corporation, approved at File # 2020-687 on September 22, 2020; Approve the revised specifications for one (1) 20 cubic yard rear loading refuse collection truck and authorize the re-advertisement for same.
9. **2020-808** Approve and authorize issuance of manual checks for CDBG Program Claims per attached Memorandum. {Entitlement CDBG}.
10. **2020-807** Approve and authorize issuance of manual checks for CDBG-CV Program Claims per attached Memorandum {CDBG-CV}.
11. **2020-809** Approve and authorize publication of Notice for Request for Qualifications for Qualified Eligible Contractors for the City of Hattiesburg's CDBG/HOME Programs {Entitlement}.

- 12. 2020-821** Approve plans and specifications for the Longleaf Heights North Sewer Improvements project and Authorize advertisement for bids.
- 13. 2020-838** Approve Specifications and Authorize publication for one or more Single Axle Knuckleboom (s) for the Public Works Department.
- 14. 2020-839** Approve Specifications and Authorize publication of advertisement for one or more Small Tandem Dump Truck(s) for the Public Works Department.
- 15. 2020-802** Approve the sale of grave spaces, per attached Memo's, Receipts and Deeds.
- 16. 2020-804** Approve claims docket for the period ending November 13, 2020.

In Memoriam:

- **Ms. Julie King**
- **Mr. Alfred Branch, Jr.**
- **Mr. Ray Mucci**
- **Mr. James Burkett, Jr.**
- **Mr. David H. Owens**
- **Mr. Larry Luther Pruitt**

Meeting Adjourn



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ronda Cole, Clerk of Council

cc:

Date: Tuesday, November 17, 2020

Re: Approve the minutes for the November 2 & 3, 2020 meetings of the City Council.
File Number: 2020-831
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 November 17, 2020 City Council meeting for consideration.

Published Agenda



Monday, November 2, 2020
4:00 PM

City Council
Monday Meeting Agenda

Jackie Dole Community Center
220 W. Front Street

Call to Order

Public Hearing

1. 2020-753
- Hold Public Hearing to determine if certain properties are in such a state of uncleanness 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:
1.

Hold Public Hearing-CE 11 2 2020
2.

1. 100 Ellis Drive
3.

2. 1009 Atlanta St
4.

3. 525 Buschman Street
5.

4. 523 Buschman Street
6.

5. 122 W 4th Street
7.

6. 515 E. 5th Street
8.

7. 3105 Delwood Dr
9.

8. 200 St. Paul Street
10.

9. 203 5th Avenue
11.

10. 68 Central School Rd
12.

11. 104 Tuscan Avenue
13.

12. 313 J.C. Killingsworth Dr
14.

13. 508 Breland St
15.

14. 125 Shelby St

Agenda Review

Citizens' Forum

Work Session

1. 2020-795
- Utility Billing Services, presented by Administration.
2. 2020-796
- Police Review Board, presented by Administration.
3. 2020-797
- Food Truck Ordinance, presented by Planning Department.
4. 2020-798
- Code Enforcement choice of forum, requested by Councilwoman Deborah Delgado.
5. 2020-799
- Placement of satellite tv dishes, requested by Councilwoman Mary Dryden.

Meeting Recess

Call to Order

BE IT REMEMBERED that the Hattiesburg City Council held a **Public Hearing on unsafe properties at 4:00 p.m. Monday, November 2, 2020**, in Council Chambers at City Hall, pursuant to order adopted October 6, 2020, at Minute Book 2020 Page 257, to determine if the following properties are in such a state of uncleanness so as to be a menace to the health and safety of the community; same being an adjourned meeting from October 20, 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 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 and explained the procedures.

Public Hearing

1. **2020-753** Hold Public Hearing to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.

Attachments: Hold Public Hearing-CE 11 2 2020

1. 100 Ellis Drive
2. 1009 Atlanta St
3. 525 Buschman Street
4. 523 Buschman Street
5. 122 W 4th Street
6. 515 E. 5th Street
7. 3105 Delwood Dr
8. 200 St. Paul Street
9. 203 5th Avenue
10. 68 Central School Rd
11. 104 Tuscan Avenue
12. 313 J.C. Killingsworth Dr
13. 508 Breland St
14. 125 Shelby St

Urban Development Director Andrew Ellard presented the properties to be considered. Mr. Ellard recommended that the Council adopt resolutions determining the properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, providing a specified period of time to remove the violations, and declaring the City's intent to take action to clear violations and charge the cost plus penalty against the property if the violations are not resolved in the specified period of time. He recommended resolutions allowing homeowners 15 days to resolve violations.

Council President Carroll called out each unsafe property listed and asked if there were any citizens who wished to speak on behalf of the property called.

- Arthur Coleman, property owner, spoke on behalf of properties 525 and 523 Buschman Street (Case #3 and #4).
- Attorney Jim Dukes, representative of property owner Richard Hill, spoke on behalf of property 3105 Delwood Drive (Case #7).
- Jameshia Theodore, granddaughter of deceased property owner Betty Pearl Jackson, spoke on behalf of property 104 Tuscan Avenue (Case #11).
- Greg Lewis spoke on behalf of property 313 J.C. Killingsworth (Case #12).

There were no other citizens present who wished to address the Council regarding properties listed for the public hearing.

Council President Carroll asked for properties 525 and 523 Buschman Street to be removed from the list of unsafe properties.

By unanimous consent, Council President Carroll **closed the public hearing at 4:32 p.m.** and proceeded with the Agenda Review.

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.

The following citizens addressed the Council:

- Rev. Arthur Siggers

There were no other 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. | 2020-795 | Utility Billing Services, presented by Administration. |
| 2. | 2020-796 | Police Review Board, presented by Administration. |
| 3. | 2020-797 | Food Truck Ordinance, presented by Planning Department.

<u>Attachments:</u> <u>SEPT 8 PUB.HEARING</u>
<u>DRAFT - Food Truck Ordinance</u> |
| 4. | 2020-798 | Code Enforcement choice of forum, requested by Councilwoman Deborah Delgado. |
| 5. | 2020-799 | Placement of satellite tv dishes, requested by Councilwoman Mary Dryden.

<u>Attachments:</u> Satellite Dish Guidelines on Residential Buildings
Photos of Satellite Dishes on Homes |

Meeting Recess

Council President Carroll declared the **meeting recessed at 5:58 p.m., this 2nd day of October, 2020**, by unanimous consent, until the 3rd day of November, 2020.

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor

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Published Agenda

**Tuesday, November 3, 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. **2020-793** Approve the minutes for the October 19 & 20, 2020 meetings of the City Council.
2. **2020-754** Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community.
3. **2020-749** Adopt Resolutions adjudicating and directing the placement as an assessment for the clean-up costs, ordered by the Hattiesburg Municipal Court, against the following properties.
4. **2020-756** Adopt a Resolution setting Public Hearing on Monday, December 7, 2020 at 4:00 p.m. in the Jackie Dole Sherrill Community Center to determine if certain properties are in such a state of uncleanness 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.
5. **2020-775** Adopt the November 3, 2020 budget Amendments to the budget for the City of Hattiesburg for fiscal year ending September 30, 2021 and Adopt Resolution authorizing publication of amendments for funds in excess of 10% of the originally appropriated fund balance
6. **2020-778** Adopt a Resolution authorizing Requisition No. 74 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.
7. **2020-767** Approve professional services agreement with Shows, Dearman and Waits, Inc. for design and construction phase services related to the replacement of an existing bridge structure on Campbell Loop and Authorize Mayor to execute same in duplicate.
8. **2020-771** Approve agreement with Illinois Central Railroad Company for a permit to construct and maintain a water line across, along and underneath railroad property at M.P. 92.49 for the Comprehensive Water Improvements Phase II - Palmers Crossing and Irene Chapel project; Authorize Mayor to execute agreement in duplicate; and Authorize issuance of a manual check in the amount of \$4,800.00 in payment of said permit.
9. **2020-781** Approve Supplemental Agreement No. 1 with Dunn Roadbuilders, LLC for the Weathersby Road Overlay project to adjust final quantities to actual for a net contract increase of \$110.46 and Authorize Mayor to execute said agreement in triplicate; Acknowledge receipt of closing documents for the project; Authorize final acceptance of the project; Authorize payment of final pay application.
10. **2020-780** Approve Supplemental Agreement No. 1 with Walker Construction, LLC to account for additional items and adjust quantities to actual for the Country Club Road Water Upgrades project for a net increase to the contract of \$93,092.16; Authorize Mayor to execute Supplemental Agreement No. 1 in triplicate; Acknowledge receipt of closing documents for the project; Authorize final acceptance of project; Authorize payment of final pay application upon receipt.
11. **2020-746** Approve Lighting Agreement with Mississippi Power Company for additional lighting along Stadium Drive from Hutchinson Avenue to South Street for a monthly increase in cost of \$92.91, and authorize the Mayor to execute the same.
12. **2020-747** Approve Lighting Agreement with Mississippi Power Company for additional lighting along Alley between S 24th Avenue and S 25th Avenue - 200 Block Only, and authorize the Mayor to execute the same.
13. **2020-757** Approve Lighting Agreement with Mississippi Power Company for additional lighting at 100 Virginia Drive, 3307 and 3209 Rosewood Drive, and 1225 Beverly Hills Road for a monthly cost increase of \$49.32, and authorize the Mayor to execute the same.
14. **2020-768** Authorize Lighting Agreement with Mississippi Power Company for additional lighting at 204 4th Avenue Alley for a monthly increase in cost of \$12.33, and authorize the Mayor to execute the same.
15. **2020-760** Approve Agreement between City of Hattiesburg and TV Eyes Inc., for media monitoring services for the City of Hattiesburg for an amount not to exceed \$3,600.00; authorize the Mayor to execute and issuance of a manual check for the same.
16. **2020-782** Approve Agreement between the City of Hattiesburg and Havard Pest Control for pest control services at the Hattiesburg Municipal Court and authorize the Mayor to execute

- the same.
- 17. 2020-762 Approve letter of engagement with Sarah Newton Architect, PLLC., to provide design services for the proposed renovation of the historic Parkhaven Arch and authorize Mayor to execute.
 - 18. 2020-794 Approve or Deny an Ordinance creating the Hattiesburg Police Review Board.
 - 19. 2020-776 Amend grant agreement and rescind Contractor and Owner Agreement approved 10/08/2019 and approve Contractor and Owner Agreement for Carolyn White 213 S. 11th Avenue according to the Housing Rehabilitation and Housing Programs Manual Section VII (E) and authorize the Mayor to execute in triplicate.
 - 20. 2020-761 Authorize acceptance of the award for the U.S. Department of Justice, Bureau of Justice Assistance, 2020 Bulletproof Vest Partnership Grant to purchase bulletproof vests for the Hattiesburg Police Department. The grant reimbursement to the city will provide \$14,882.40 (50%) of the cost of the vests.
 - 21. 2020-777 Acknowledge receipt of closing documents for the 38th Avenue Pathway project; Authorize final acceptance of the project; Authorize payment of final pay application.
 - 22. 2020-784 Ratify and confirm the Mayor’s appointment of Victoria Bolls (W2) to the Hattiesburg Board of Adjustment for a three-year term beginning November 3, 2020 and ending November 2, 2023.
 - 23. 2020-785 Ratify and confirm the Mayor’s appointment of Jan Lacy (W1) to the Hattiesburg Board of Adjustment for a three-year term beginning November 3, 2020 and ending November 2, 2023.
 - 24. 2020-787 Adopt a Resolution appointing Anna Rush as Municipal Prosecutor for the City of Hattiesburg.
 - 25. 2020-788 Adopt a Resolution appointing Steven Adamson as Assistant Municipal Prosecutor for the City of Hattiesburg.
 - 26. 2020-789 Adopt a Resolution appointing Elizabeth Porter as Municipal Prosecutor Pro Tem for the City of Hattiesburg.
 - 27. 2020-790 Adopt a Resolution appointing DeCarlo Hood as Municipal Public Defender for the City of Hattiesburg.
 - 28. 2020-791 Adopt a Resolution appointing Andrew Hatten as Municipal Public Defender for the City of Hattiesburg.
 - 29. 2020-792 Adopt a Resolution declaring a State of Emergency occurring as a result of Hurricane Zeta on October 27, 2020.
 - 30. 2020-786 Extend State of Emergency for an additional 30 days resulting from the pandemic event (COVID-19) that occurred on or about March 13,2020.

ROUTINE AGENDA

- 1. 2020-755 Ratification of Release of Lien documents filed in relation to Code Enforcement clean-up assessments.
- 2. 2020-751 Acknowledge receipt of Report of Solid Waste Revenues and Expenditures for fiscal year ending September 30, 2020 and authorize publication of same.
- 3. 2020-763 Acknowledge the setting of a public comment period, the setting of one (1) Virtual Public Hearing and one (1) publication providing notification of the same by the Hattiesburg-Petal-Forrest-Lamar MPO for an amendment to the HPFL-MPO Public Participation Plan (PPP).
- 4. 2020-766 Acknowledge public notice proposing amendment of 2020 Action Plan per expedited process allowed by HUD for COVID-19 related amendments.
- 5. 2020-769 Approve Plans and Specifications for the Hattiesburg American Building Re-Roof Phase II project and authorize advertisement for bids for same.
- 6. 2020-772 Approve publication of Notice re-scheduling a Public Hearing to hear public comment on the Motor Vehicle Assessment Schedule for the City of Hattiesburg for the Fiscal Year beginning October 1,2020 and ending September 30,2021.
- 7. 2020-774 Approve Plans and Specifications for Sullivan Park Splash Pad and authorize advertisement for bids.
- 8. 2020-764 Approve and authorize issuance of manual check for CDBG Program Claims per attached Memorandum {Entitlement CDBG}.
- 9. 2020-765 Approve and authorize issuance of manual checks for CDBG-CV Program Claims per attached Memorandum {Entitlement CDBG-CV}.
- 10. 2020-758 Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.
- 11. 2020-783 Approve claims docket for the period ending October 31, 2020.

In Memoriam:

- **Mr. Ryan Presley Hendley**
- **Mr. Wayne H. Brown**
- **Ms. Sherrel Renee Johnson**
- **Mrs. Marie Washington**
- **Mrs. Brenda Watson**

- **Mr. Frankie Benton**
- **Mrs. Mary Ann Pruitt**
- **Mr. Willie Coleman, III**
- **Mrs. Herlene Williams**
- **Mr. Albert Boles**
- **Mr. Luther Jerome Knighton**
- **Mr. Jerry Hosey, Jr.**
- **Bishop Rance Allen**

Meeting Adjourn

Call to Order

BE IT REMEMBERED that the **regular meeting of the Hattiesburg City Council was held at 5:00 p.m. Tuesday, November 3, 2020**, in the Jackie Dole Community Center Auditorium; same being a recessed meeting from November 2, 2020.

Those present included Mayor Toby Barker and members of the City Council Jeffrey George, Ward 1; Deborah Delgado, Ward 2 (via teleconference); Carter Carroll, Ward 3; Mary Dryden, Ward 4; and Nicholas Brown, Ward 5. Others in attendance included 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.

Call to Prayer and Pledge of Allegiance

The prayer was given by Mr. Pope.

The Pledge of Allegiance was led by Council President Carroll.

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.

2020-793

Approve the minutes for the October 19 & 20, 2020 meetings of the City Council.

Attachments: [10-19-2020 AR Mins.](#)
[10-20-2020 Mins.](#)
- A MOTION was made by Council Member George and seconded by Council Member Brown to Approve the minutes for the October 19 & 20, 2020 meetings of the City Council.

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

Yeas: 5- George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0
2.

2020-754

Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community.

- Attachments: Adopt Resolution to Condemn 11 2 2020
1. 100 Ellis Drive
2. 1009 Atlanta Street
5. 122 W 4th Street
6. 515 E 5th Street
7. 3105 Delwood Dr.
8. 200 St. Paul Street
9. 203 5th Avenue
10. 68 Central School Road
11. 104 Tuscan Avenue
12. 313 J.C. Killingsworth Dr.
13. 508 Breland Street
14. 125 Shelby Street

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Adopt Resolutions (#2020-274-285) condemning the following properties as unclean and a menace to the health and safety of the community.

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

Yeas: 5- George, Delgado (via teleconference), Carroll, Dryden and Brown
Nays: 0

3. **2020-749** Adopt Resolutions adjudicating and directing the placement as an assessment for the clean-up costs, ordered by the Hattiesburg Municipal Court, against the following properties.
- Attachments: Request for Adjudication Court-Ordered Property Clean-Up 11 3 2020
 Resolution of Adjudication for Court-Ordered Clean-Up 316 S 17th Ave
 Resolution of Adjudication for Court-Ordered Clean-Up 319 S 16th Ave

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Adopt Resolutions (#2020-286-287) adjudicating and directing the placement as an assessment for the clean-up costs, ordered by the Hattiesburg Municipal Court, against the following properties.

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

Yeas: 5- George, Delgado (via teleconference), Carroll, Dryden and Brown
Nays: 0

4. **2020-756** Adopt a Resolution setting Public Hearing on Monday, December 7, 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 11 3 2020
 Set Public Hearing Unsafe Properties Resolution 11 3 2020

A MOTION was made by Council Member Brown and seconded by Council Member George to Adopt a Resolution (#2020-288) setting Public Hearing on Monday, December 7, 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: 5- George, Delgado (via teleconference), Carroll, Dryden and Brown
Nays: 0

5. **2020-775** Adopt the November 3, 2020 budget Amendments to the budget for the City of Hattiesburg for

fiscal year ending September 30, 2021 and Adopt Resolution authorizing publication of amendments for funds in excess of 10% of the originally appropriated fund balance

Attachments: November 2020 Budget Amendments

A MOTION was made by Council Member George and seconded by Council Member Brown to Adopt the November 3, 2020 budget Amendments to the budget for the City of Hattiesburg for fiscal year ending September 30, 2021 and Adopt Resolution (#2020-289) authorizing publication of amendments for funds in excess of 10% of the originally appropriated fund balance.

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

Yeas: 5- George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

- 6. 2020-778** Adopt a Resolution authorizing Requisition No. 74 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.

Attachments: Project Resolution Requisition 2016 Bonds No. 74
2016 Bond Resolution No. 74

A MOTION was made by Council Member George and seconded by Council Member Brown to Adopt a Resolution (#2020-290) authorizing Requisition No. 74 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.

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

Yeas: 5- George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

- 7. 2020-767** Approve professional services agreement with Shows, Dearman and Waits, Inc. for design and construction phase services related to the replacement of an existing bridge structure on Campbell Loop and Authorize Mayor to execute same in duplicate.

Attachments: SDW Professional Services Agreement

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Approve professional services agreement with Shows, Dearman and Waits, Inc. for design and construction phase services related to the replacement of an existing bridge structure on Campbell Loop and Authorize Mayor to execute same in duplicate.

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

Yeas: 5- George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

- 8. 2020-771** Approve agreement with Illinois Central Railroad Company for a permit to construct and maintain a water line across, along and underneath railroad property at M.P. 92.49 for the Comprehensive Water Improvements Phase II - Palmers Crossing and Irene Chapel project; Authorize Mayor to execute agreement in duplicate; and Authorize issuance of a manual check in the amount of \$4,800.00 in payment of said permit.

Attachments: 1P-10911 20-10-13 no objection letter
P-10911 License Hattiesburg MS beaumont sub MP 92.49
Flagging-CableLocate-en
P-10911 20-08-22 1273W007 Permit CN Application Packet 2020-07-30

A MOTION was made by Council Member Brown and seconded by Council Vice President Dryden to Approve agreement with Illinois Central Railroad Company for a permit to construct and maintain a water line across, along and underneath railroad property at M.P. 92.49 for the Comprehensive Water Improvements Phase II - Palmers Crossing and Irene Chapel project; Authorize Mayor to execute agreement in duplicate; and Authorize issuance of a manual check in the amount of \$4,800.00 in payment of said permit.

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

Yeas: 5- George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

9. **2020-781** Approve Supplemental Agreement No. 1 with Dunn Roadbuilders, LLC for the Weathersby Road Overlay project to adjust final quantities to actual for a net contract increase of \$110.46 and Authorize Mayor to execute said agreement in triplicate; Acknowledge receipt of closing documents for the project; Authorize final acceptance of the project; Authorize payment of final pay application.

Attachments: Supplemental Agreement No. 1
 Closing Documents
 Pay Est. No. 3 & Final

A MOTION was made by Council Member George and seconded by Council Member Brown to Approve Supplemental Agreement No. 1 with Dunn Roadbuilders, LLC for the Weathersby Road Overlay project to adjust final quantities to actual for a net contract increase of \$110.46 and Authorize Mayor to execute said agreement in triplicate; Acknowledge receipt of closing documents for the project; Authorize final acceptance of the project; Authorize payment of final pay application.

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

Yeas: 5- George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

10. **2020-780** Approve Supplemental Agreement No. 1 with Walker Construction, LLC to account for additional items and adjust quantities to actual for the Country Club Road Water Upgrades project for a net increase to the contract of \$93,092.16; Authorize Mayor to execute Supplemental Agreement No. 1 in triplicate; Acknowledge receipt of closing documents for the project; Authorize final acceptance of project; Authorize payment of final pay application upon receipt.

Attachments: Supplemental Agreement No. 1
 Closing Documents

A MOTION was made by Council Member Brown and seconded by Council Member George to Approve Supplemental Agreement No. 1 with Walker Construction, LLC to account for additional items and adjust quantities to actual for the Country Club Road Water Upgrades project for a net increase to the contract of \$93,092.16; Authorize Mayor to execute Supplemental Agreement No. 1 in triplicate; Acknowledge receipt of closing documents for the project; Authorize final acceptance of project; Authorize payment of final pay application upon receipt.

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

Yeas: 5- George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

11. **2020-746** Approve Lighting Agreement with Mississippi Power Company for additional lighting along

Stadium Drive from Hutchinson Avenue to South Street for a monthly increase in cost of \$92.91, and authorize the Mayor to execute the same.

Attachments: Street Light Request - Stadium Drive from Hutchinson Avenue to South Street

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Approve Lighting Agreement with Mississippi Power Company for additional lighting along Stadium Drive from Hutchinson Avenue to South Street for a monthly increase in cost of \$92.91, and authorize the Mayor to execute the same.

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

Yeas: 5- George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

- 12. 2020-747** Approve Lighting Agreement with Mississippi Power Company for additional lighting along Alley between S 24th Avenue and S 25th Avenue - 200 Block Only, and authorize the Mayor to execute the same.

Attachments: Street Light Request - Alley between S 24th Avenue and S 25th Avenue-200 block

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Approve Lighting Agreement with Mississippi Power Company for additional lighting along Alley between S 24th Avenue and S 25th Avenue - 200 Block Only, and authorize the Mayor to execute the same.

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

Yeas: 5- George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

- 13. 2020-757** Approve Lighting Agreement with Mississippi Power Company for additional lighting at 100 Virginia Drive, 3307 and 3209 Rosewood Drive, and 1225 Beverly Hills Road for a monthly cost increase of \$49.32, and authorize the Mayor to execute the same.

Attachments: 100 Virginia Dr., 3307 & 3209 Rosewood Dr., and 1225 Beverly Hills Rd

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Approve Lighting Agreement with Mississippi Power Company for additional lighting at 100 Virginia Drive, 3307 and 3209 Rosewood Drive, and 1225 Beverly Hills Road for a monthly cost increase of \$49.32, and authorize the Mayor to execute the same.

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

Yeas: 5- George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

- 14. 2020-768** Authorize Lighting Agreement with Mississippi Power Company for additional lighting at 204 4th Avenue Alley for a monthly increase in cost of \$12.33, and authorize the Mayor to execute the same.

Attachments: Street Light Request - 204 4th Avenue – Alley

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Authorize Lighting Agreement with Mississippi Power Company for additional lighting at 204 4th Avenue Alley for a monthly increase in cost of \$12.33, and authorize the Mayor to execute the same.

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

Yeas: 5- George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

- 15. 2020-760** Approve Agreement between City of Hattiesburg and TV Eyes Inc., for media monitoring services for the City of Hattiesburg for an amount not to exceed \$3,600.00; authorize the Mayor to execute and issuance of a manual check for the same.

Attachments: TV Eyes Contract FY 21

A MOTION was made by Council Member George and seconded by Council Member Brown to Approve Agreement between City of Hattiesburg and TV Eyes Inc., for media monitoring services for the City of Hattiesburg for an amount not to exceed \$3,600.00; authorize the Mayor to execute and issuance of a manual check for the same.

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

Yeas: 5- George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

- 16. 2020-782** Approve Agreement between the City of Hattiesburg and Havard Pest Control for pest control services at the Hattiesburg Municipal Court and authorize the Mayor to execute the same.

Attachments: Pest Agreement – Court

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Approve Agreement between the City of Hattiesburg and Havard Pest Control for pest control services at the Hattiesburg Municipal Court and authorize the Mayor to execute the same.

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

Yeas: 5- George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

- 17. 2020-762** Approve letter of engagement with Sarah Newton Architect, PLLC., to provide design services for the proposed renovation of the historic Parkhaven Arch and authorize Mayor to execute.

Attachments: Parkhaven Archway Architect Letter of Engagement

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Approve letter of engagement with Sarah Newton Architect, PLLC., to provide design services for the proposed renovation of the historic Parkhaven Arch and authorize Mayor to execute.

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

Yeas: 5- George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

- 18. 2020-794** Approve or Deny an Ordinance creating the Hattiesburg Police Review Board.

Attachments: Police Review Board for adoption 11-3-2020

A MOTION was made by Council Member George and seconded by Council Member Brown to Approve Ordinance (#3282) creating the Hattiesburg Police Review Board.

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

Yeas: 5- George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

- 19. 2020-776** Amend grant agreement and rescind Contractor and Owner Agreement approved 10/08/2019 and approve Contractor and Owner Agreement for Carolyn White 213 S. 11th Avenue according to the Housing Rehabilitation and Housing Programs Manual Section VII (E) and authorize the Mayor to execute in triplicate.

Attachments: COHCD Contractor Owner Agreement_10222020
C White_CoH Grant Award -Amendment

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Amend grant agreement and rescind Contractor and Owner Agreement approved 10/08/2019 and approve Contractor and Owner Agreement for Carolyn White 213 S. 11th Avenue according to the Housing Rehabilitation and Housing Programs Manual Section VII (E) and authorize the Mayor to execute in triplicate.

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

Yeas: 5- George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

- 20. 2020-761** Authorize acceptance of the award for the U.S. Department of Justice, Bureau of Justice Assistance, 2020 Bulletproof Vest Partnership Grant to purchase bulletproof vests for the Hattiesburg Police Department. The grant reimbursement to the city will provide \$14,882.40 (50%) of the cost of the vests.

Attachments: 2020 BVP Award

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Authorize acceptance of the award for the U.S. Department of Justice, Bureau of Justice Assistance, 2020 Bulletproof Vest Partnership Grant to purchase bulletproof vests for the Hattiesburg Police Department. The grant reimbursement to the city will provide \$14,882.40 (50%) of the cost of the vests.

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

Yeas: 5- George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

- 21. 2020-777** Acknowledge receipt of closing documents for the 38th Avenue Pathway project; Authorize final acceptance of the project; Authorize payment of final pay application.

Attachments: Closing Documents

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Acknowledge receipt of closing documents for the 38th Avenue Pathway project; Authorize final acceptance of the project; Authorize payment of final pay application.

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

Yeas: 5- George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

- 22. 2020-784** Ratify and confirm the Mayor's appointment of Victoria Bolls (W2) to the Hattiesburg Board of Adjustment for a three year term beginning November 3, 2020 and ending November 2, 2023.

Attachments: Data sheet Victoria Bolls BOA 2020
Victoria Bolls resume 2020

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Ratify and confirm the Mayor's appointment of Victoria Bolls (W2) to the Hattiesburg Board of Adjustment for a three year term beginning November 3, 2020 and ending November 2, 2023.

Council President Carroll thanked her for her willingness to serve.

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

Yeas: 5- George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

- 23. 2020-785** Ratify and confirm the Mayor's appointment of Jan Lacy (W1) to the Hattiesburg Board of Adjustment for a three year term beginning November 3, 2020 and ending November 2, 2023.

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Ratify and confirm the Mayor's appointment of Jan Lacy (W1) to the Hattiesburg Board of Adjustment for a three year term beginning November 3, 2020 and ending November 2, 2023.

Council President Carroll thanked her for her willingness to serve.

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

Yeas: 5- George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

- 24. 2020-787** Adopt a Resolution appointing Anna Rush as Municipal Prosecutor for the City of Hattiesburg.

Attachments: Rush 2020
Anna Rush Resume 10.28.2020

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Adopt a Resolution (#2020-291) appointing Anna Rush as Municipal Prosecutor for the City of Hattiesburg.

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

Yeas: 5- George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

- 25. 2020-788** Adopt a Resolution appointing Steven Adamson as Assistant Municipal Prosecutor for the City of Hattiesburg.

Attachments: Adamson Steven Resume Ver14
Adamson

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Adopt a Resolution (#2020-292) appointing Steven Adamson as Assistant Municipal Prosecutor for the City of Hattiesburg.

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

Yeas: 5- George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

- 26. 2020-789** Adopt a Resolution appointing Elizabeth Porter as Municipal Prosecutor Pro Tem for the City of Hattiesburg.

Attachments: Porter
resume-Porter

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Adopt a Resolution (#2020-293) appointing Elizabeth Porter as Municipal Prosecutor Pro Tem for the City of Hattiesburg.

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

Yeas: 5- George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

27. **2020-790** Adopt a Resolution appointing DeCarlo Hood as Municipal Public Defender for the City of Hattiesburg.

Attachments: DeCarlo Hood Res
 Hood

A MOTION was made by Council Member Brown and seconded by Council Member George to Adopt a Resolution (#2020-294) appointing DeCarlo Hood as Municipal Public Defender for the City of Hattiesburg.

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

Yeas: 5- George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

28. **2020-791** Adopt a Resolution appointing Andrew Hatten as Municipal Public Defender for the City of Hattiesburg.

Attachments: Hatten
 Hatten Resume

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Adopt a Resolution (#2020-295) appointing Andrew Hatten as Municipal Public Defender for the City of Hattiesburg.

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

Yeas: 5- George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

29. **2020-792** Adopt a Resolution declaring a State of Emergency occurring as a result of Hurricane Zeta on October 27, 2020.

Attachments: Zeta Proc
 state of emergency 10-27-20

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Adopt a Resolution (#2020-296) declaring a State of Emergency occurring as a result of Hurricane Zeta on October 27, 2020.

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

Yeas: 5- George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

30. **2020-786** Extend State of Emergency for an additional 30 days resulting from the pandemic event (COVID-19) that occurred on or about March 13,2020.

A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to

Extend State of Emergency for an additional 30 days resulting from the pandemic event (COVID-19) that occurred on or about March 13,2020.

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

Yeas: 5- George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

ROUTINE AGENDA

THE ROUTINE AGENDA came before the Council.

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

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

Yeas: 5- George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

- 1. 2020-755** Ratification of Release of Lien documents filed in relation to Code Enforcement clean-up assessments.

Attachments: Ratification of Release of Liens 11 3 2020
 109 E. 7th Street Release Reso 2019-153
 211 N 21st Avenue Release Reso 2019-42
- 2. 2020-751** Acknowledge receipt of Report of Solid Waste Revenues and Expenditures for fiscal year ending September 30, 2020 and authorize publication of same.

Attachments: Solid Waste Report FY 2020
- 3. 2020-763** Acknowledge the setting of a public comment period, the setting of one (1) Virtual Public Hearing and one (1) publication providing notification of the same by the Hattiesburg-Petal-Forrest-Lamar MPO for an amendment to the HPFL-MPO Public Participation Plan (PPP).

Attachments: PUBLIC NOTICE - PPP Amendment
- 4. 2020-766** Acknowledge public notice proposing amendment of 2020 Action Plan per expedited process allowed by HUD for COVID-19 related amendments.

Attachments: COH - Amendmnt CV Funds
- 5. 2020-769** Approve Plans and Specifications for the Hattiesburg American Building Re-Roof Phase II project and authorize advertisement for bids for same.

Attachments: 3788-001113 SG - Advertisement For Bids 2020_1023 (003)
 Combined Specifications
 3788 BidSet 2020_1023
- 6. 2020-772** Approve publication of Notice re-scheduling a Public Hearing to hear public comment on the Motor Vehicle Assessment Schedule for the City of Hattiesburg for the Fiscal Year beginning October 1,2020 and ending September 30,2021.

Attachments: MOTOR VEHICLE.DOC 2020
- 7. 2020-774** Approve Plans and Specifications for Sullivan Park Splash Pad and authorize advertisement for bids.

Attachments: Advert for Bids
 15629_Plans_Rebid_FINAL-REV
 15629_ContDocs_Rebid_FINAL-REV
- 8. 2020-764** Approve and authorize issuance of manual check for CDBG Program Claims per attached Memorandum {Entitlement CDBG}.

Attachments: White_Reloc Memo_11032020

9. **2020-765** Approve and authorize issuance of manual checks for CDBG-CV Program Claims per attached Memorandum {Entitlement CDBG-CV}.

Attachments: BCS Reimbursement Memo_11032020
 BCS_CV_11032020

10. **2020-758** Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.

Attachments: Memo's (11-03-2020)
 Receipts (11-03-2020)
 Deeds (11-03-2020)

11. **2020-783** Approve claims docket for the period ending October 31, 2020.

Attachments: Docket 10.31.20

In Memoriam:

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

- Mr. Ryan Presley Hendley
- Mr. Wayne H. Brown
- Ms. Sherrel Renee Johnson
- Mrs. Marie Washington
- Mrs. Brenda Watson
- Mr. Frankie Benton
- Mrs. Mary Ann Pruitt
- Mr. Willie Coleman, III
- Mrs. Herlene Williams
- Mr. Albert Boles
- Mr. Luther Jerome Knighton
- Mr. Jerry Hosey, Jr.
- Bishop Rance Allen

Meeting Adjourn

Council President Carroll declared **the meeting adjourned at 5:18 p.m., this 3rd day of November, 2020**, by unanimous consent, until the 16th day of November, 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: Lamar Rutland

cc:

Date: Tuesday, November 17, 2020

Re: Adopt resolution declaring a portion of property identified as Forrest County Parcel No. 2-030M-11-018.00 (PPIN 026749) necessary for public use and authorizing any and all proceedings necessary to acquire the aforementioned property pursuant to *Miss. Code Ann. 21-37-47*, as amended.
File Number: 2020-826
Minute Book #

Summary

Adopt resolution declaring a portion of property identified as Forrest County Parcel No. 2-030M-11-018.00 (PPIN 026749) necessary for public use and authorizing any and all proceedings necessary to acquire the aforementioned property pursuant to *Miss. Code Ann. 21-37-47*, as amended.

Recommendation Statement

I recommend approval of this item.

Please place this on the November 17, 2020 City Council meeting for consideration.

RESOLUTION AND ORDER TO CONDEMN

WHEREAS, upon careful consideration, the City of Hattiesburg, Mississippi (hereinafter “City”), acting by and through the City Council, has determined it to be in the best interests of the citizens of the City to construct and widen streets as a part of the Hall Avenue Overpass Project, located within the City limits; and

WHEREAS, to accomplish this project, the City finds it necessary to acquire for public use certain property belonging to the following landowners or their successors in title and/or other parties interested in said property as is more particularly described above and in the construction plans for said project, which plans are made a part hereof by reference; and

WHEREAS, the appraisal of said property was approved by the City Council on August 18, 2020 and a Fair Market Value Offer in this amount was made, which has not been accepted.

East Hardy Magnolia, LLC
Forrest County Parcel No. 2-030M-11-018.00
PPIN 026749

NOW, THEREFORE, LET IT BE KNOWN THAT City does hereby declare said property necessary for public use and orders that it be condemned if an agreement is not reached, and further that the City authorizes and requests that its attorney and/or other necessary professionals institute any and all proceedings necessary to acquire the above-described property for public use.

In support of this Resolution and Order to Condemn, the City acknowledges and declares its eligibility to obtain the necessary right of way through eminent domain by virtue of the authority granted it in *Miss. Code Ann.* § 21-37-47, as amended.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 17th day of November 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor,
this the 17th day of November 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

RESOLUTION AND ORDER TO CONDEMN

WHEREAS, upon careful consideration, the City of Hattiesburg, Mississippi (hereinafter “City”), acting by and through the City Council, has determined it to be in the best interests of the citizens of the City to construct and widen streets as a part of the Hall Avenue Overpass Project, located within the City limits; and

WHEREAS, to accomplish this project, the City finds it necessary to acquire for public use certain property belonging to the following landowners or their successors in title and/or other parties interested in said property as is more particularly described above and in the construction plans for said project, which plans are made a part hereof by reference; and

WHEREAS, the appraisal of said property was approved by the City Council on August 18, 2020 and a Fair Market Value Offer in this amount was made, which has not been accepted.

East Hardy Magnolia, LLC
Forrest County Parcel No. 2-030M-11-018.00
PPIN 026749

NOW, THEREFORE, LET IT BE KNOWN THAT City does hereby declare said property necessary for public use and orders that it be condemned if an agreement is not reached, and further that the City authorizes and requests that its attorney and/or other necessary professionals institute any and all proceedings necessary to acquire the above-described property for public use.

In support of this Resolution and Order to Condemn, the City acknowledges and declares its eligibility to obtain the necessary right of way through eminent domain by virtue of the authority granted it in *Miss. Code Ann.* § 21-37-47, as amended.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 17th day of November 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor,
this the 17th day of November 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

APPRAISAL OF PROPERTY AT
1503 EAST HARDY STREET
HATTIESBURG, MS

LIGHTSEY & ASSOCIATES

P.O. Box 15489
Hattiesburg, MS 39404
(601) 584-6260

January 13, 2020

Mr. Lamar Rutland
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

RE: Appraisal of property at 1503 East Hardy Street,
Hattiesburg, MS

Dear Mr. Rutland:

In accordance with the your request, I have made an inspection and investigation of the property located on 1400 ½ East Hardy Street, Hattiesburg, Mississippi, for the purpose of forming an opinion of the Market Value, in fee simple, as of January 10, 2020, the effective date of the appraisal being the date the subject property was last inspected. The value opinion is both before and after the taking of a 2,243 square foot parcel (.05 acre) in conjunction with the Hall Avenue railroad overpass by the City of Hattiesburg and noting damages to the remainder, if any.

Market Value is defined as the most probable price in cash, terms equivalent to cash, or in other precisely revealed terms, for which the property will sell in an open and competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self interest, and assuming that neither is under undue duress.

NEIGHBORHOOD DESCRIPTION

The subject area lies to the east of downtown Hattiesburg and is located between Williams Street and the Leaf River in what is known as East Hattiesburg. The general area contains a wide age range of properties that range from commercial/retail uses to single-family dwellings and multi-family dwellings. The subject is in relative close proximity to public schools, shopping and employment centers, and medical facilities. East Hardy Street is a major traffic artery between Hattiesburg and the City of Petal to the east, which is located just east of the Leaf River. The majority of properties in the area are in excess of fifty years old.

SITE DESCRIPTION

The subject site is located on the southerly side of East Hardy Street at the southeast corner of East Hardy and Gulfport Street. It has a frontage of 200 feet on the southerly side of East Hardy Street and extends to a depth of 100 feet along Gulfport Street. The site is generally rectangular in shape and contains approximately 20,000 square feet. The site is at or above street grade, and appears to have adequate utility for use a commercial site. The property appears to lie in a designated flood area, though this is subject to certification by a professional engineer or surveyor. All public utilities area connected or available to the site. A survey and plat map are included in the addenda of this report in order to assist the reader in visualizing the property. There were no adverse soil or subsoil conditions observed; however, no soil tests have been made as a part of this report. The property is zoned B-3 Community Business District, by the zoning authorities of the City of Hattiesburg. The City of Hattiesburg intends to take a 2,243 square foot irregularly shaped parcel in the northwesterly corner and along East Hardy Street for road widening purposes. Following the taking, the subject site will be effectively reduced in size to 17,757 square feet. Access and utility will remain essentially the same. It is the appraiser's opinion that there will be no damages to the remainder property.

IMPROVEMENTS DESCRIPTIONS

The subject property is presently improved with an office and shop building, some chain link fencing, and sheds. These improvements, other than some fencing are well removed from the proposed right of way and will not be affected by the take. The attached survey shows some fencing in the proposed take area. It is assumed that the City of Hattiesburg will replace this fencing upon completion of the project. It is the appraiser's opinion that the taking will have no effect on the improvements, thus they are given no consideration in this appraisal report.

PROPERTY HISTORY

The subject property appears to have been under the present ownership for in excess of five years. The subject property is not known to be listed for sale nor under contract.

TAXES

The total taxes for the subject property for 2019 are \$982.00. The total true value (tax value) of the property is \$35,91.00 with an assessed value of \$5,387.00.

HIGHEST AND BEST USE

In order to estimate the Highest and Best Use of the subject, the surrounding property uses as well as the four tests of Highest and Best Use were considered. These are 1)physically possible, 2)legally permissible, 3)financially feasible, and 4)maximally productive. After considering these factors, the Highest and Best Use of the site as vacant is estimated to be for commercial development. The Highest and Best Use of the property as presently improved is estimated to be for commercial use for a service related business.

INTENDED USE AND SCOPE OF THE APPRAISAL

This appraisal is intended to assist the client, Mr. Lamar Rutland of the City of Hattiesburg, in forming an opinion of value of the subject property both before and after the taking of a 2,243 square foot parcel by the City for road widening. In preparing this appraisal, the appraiser inspected the subject site; gathered information on comparable land sales and listings, confirmed and analyzed the data and applied the Sales Comparison Approach to value. As only the land was considered in this appraisal, this was the only approach deemed applicable to the subject's valuation.

APPRAISAL PROCESS

In good appraisal practice, three approaches to value are normally used to arrive at a value conclusion for a given property. These approaches are the Sales Comparison Approach, the Cost Approach, and the Income Approach. The Sales Comparison Approach is based on deriving a value indication by comparing properties that have been sold recently to the subject property and adjusting the sales price of the comparables for any basic differences. The Income Approach considers the present value of the future benefits of income and ownership. To estimate the income potential of the subject, comparable rents are obtained and reconciled to the subject, then a deduction is made for anticipated expenses. The resulting net income is then capitalized into value using a rate supported by market data. The Cost Approach provides a value indicator based on the cost to reproduce the improvements less any observed depreciation. The value estimate of the land developed through the Sales Comparison Approach is then added to the depreciated value estimate of the Improvements. As noted above, the appraiser has utilized the Sales Comparison Approach only as the land only is considered in this appraisal report.

LAND SALES

The following vacant land sales were utilized to arrive at opinion of value for the subject site.

LAND SALE NO. 1

Location: East Hardy Street, Hattiesburg
Date: 08/22/2018
Price: \$43,000
Size: 29,023 sq ft
Price/SF: \$1.48
Zoning: B-3, Community Business District
Confirmation: HUD Statement/Erik Lowrey
Comments: Located just west of Klondyke Street on East Hardy.
Vacant site at sale. Some chain link fencing.

LAND SALE NO. 2

Location: 305 Mobile Street., Hattiesburg
Date: 12/04/2008
Price: \$22,000
Size: 36,475 sq ft
Price/SF: \$.60
Zoning: B-5, Regional Business District
Confirmation: Assist 2 Sell Real Estate
Comments: Located just north of Main Street.
Vacant site purchased for future development.

LAND SALE NO. 3

Location: 221 Market Street , Hattiesburg
Date: 08/31/2017
Price: \$30,000
Size: 24,829 sq ft
Price/SF: \$1.21
Zoning: B-5, Regional Business District
Confirmation: Berkshire Hathaway
Comments: Located just north of Main Street. Vacant site purchased for future development.

LAND SALE NO. 4

Location: 702 West 7th Street, Hattiesburg
Date: 04/29/2009
Price: \$30,000
Size: 43,907 sq ft
Price/SF: \$.68
Zoning: B-2, Neighborhood Business District
Confirmation: J E Smith Realty
Comments: Located north of Hardy Street and west of downtown. Vacant site purchased for future development.

The above lot sales indicate an unadjusted range in value from \$.60 to \$1.48 per square foot. All are in the subject market segment. The subject area is virtually fully developed and there are very few vacant sites that are available for sale. Research of the market found these sales to be the most recent and relevant to the subject's valuation. Sale 1 was given the most reliance due to time and location. After considering time, size, location, topography, and other pertinent factors, the value opinion of the subject site is \$1.45 per square foot. Thus the value of the subject is:

BEFORE VALUE

20,000 sf @ \$1.45 = \$29,000.00

AFTER VALUE

17,757 sf @ \$1.45 = \$25,748.00

Value Before Taking	\$29,000.00
Value After Taking	25,748.00
Damages	-0-
Just Compensation Due Owner	\$ 3,252.00
Rounded	\$ 3,300.00

I appreciate the opportunity to prepare this appraisal report for you. Should you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely

Stan Lightsey

Stan Lightsey, SRA
Appraisal Institute
RA-16

ADDENDA

APPRAISER'S CERTIFICATION

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

- the statements contained in this report are true and correct.**
- the reported analyses, opinions, and conclusions are limited only by the reporting assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.**
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved unless otherwise stated.**
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.**
- my engagement in this assignment was not contingent upon developing or reporting predetermined results.**
- My compensation for completing this assignment is not contingent upon the developing or reporting of a predetermined value or a direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.**
- no one provided significant appraisal assistance to the person signing this appraisal unless otherwise noted.**
- unless otherwise noted, the person signing this report has not performed an appraisal or rendered any other service regarding the subject property in the past three years.**
- The Appraisal Institute conducts a voluntary re-certification process for its designated members. I am currently certified under this program.**

Stan Lightsey

Stan Lightsey, SRA

UNDERLYING ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is subject to the following limiting conditions:

The legal description furnished is assumed to be correct.

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The appraiser believes to be accurate the information provided by others; but assumes no responsibility for its accuracy.

Possession of this report, or a copy thereof, does not carry with it the right of publication, and neither all nor any part of the contents of this report may be disseminated to the public through media of any type nor may be used for any other purpose other than that specified in the engagement by the client without the previous written consent of the appraiser and client particularly as to the value conclusions, the identity of the appraiser or the firm with which he is employed, or to the SRA designation of The Appraisal Institute.

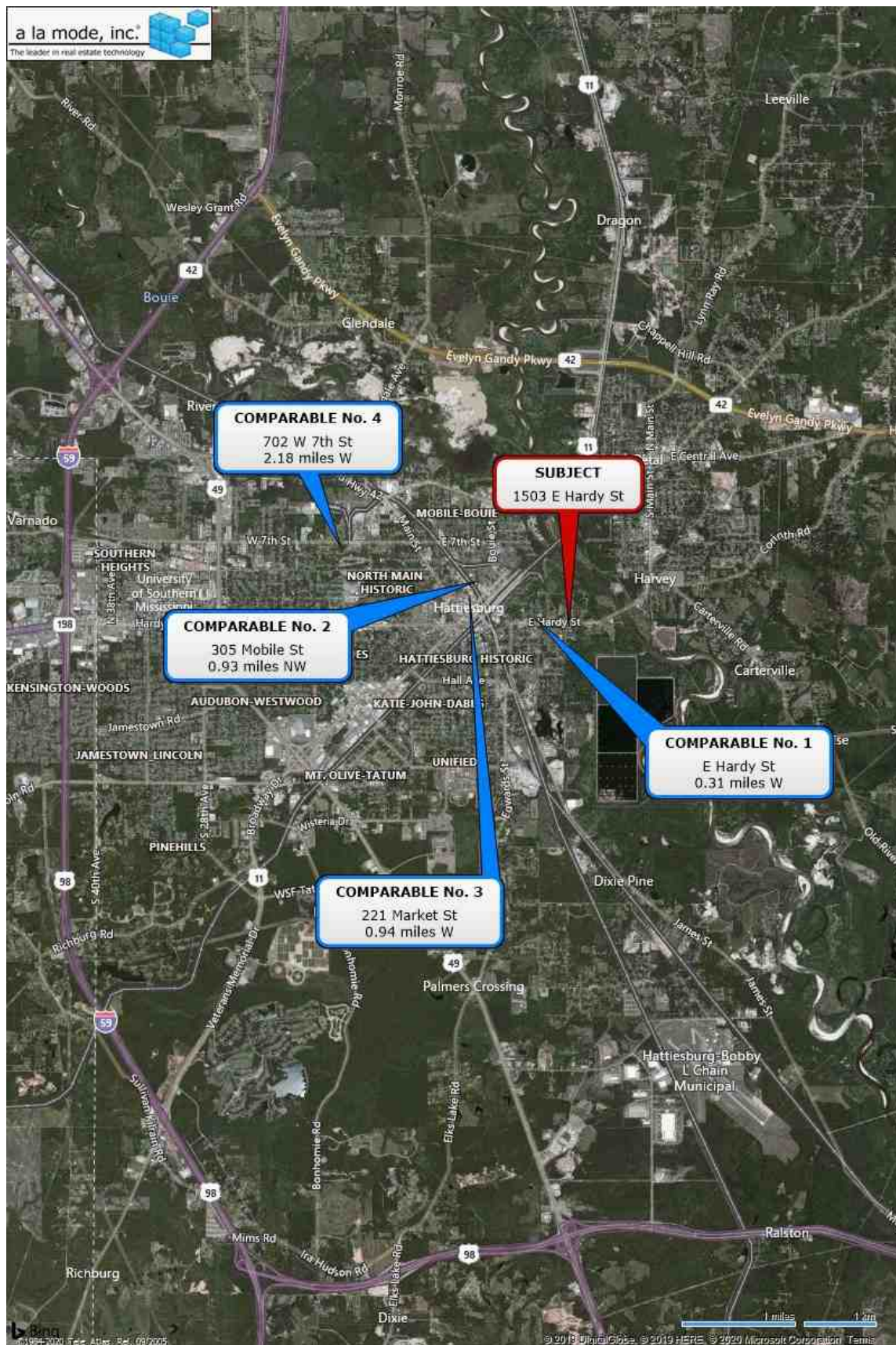
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Location Map

Owner	East Hardy Magnolia, LLC					
Property Address	1503 E Hardy St					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



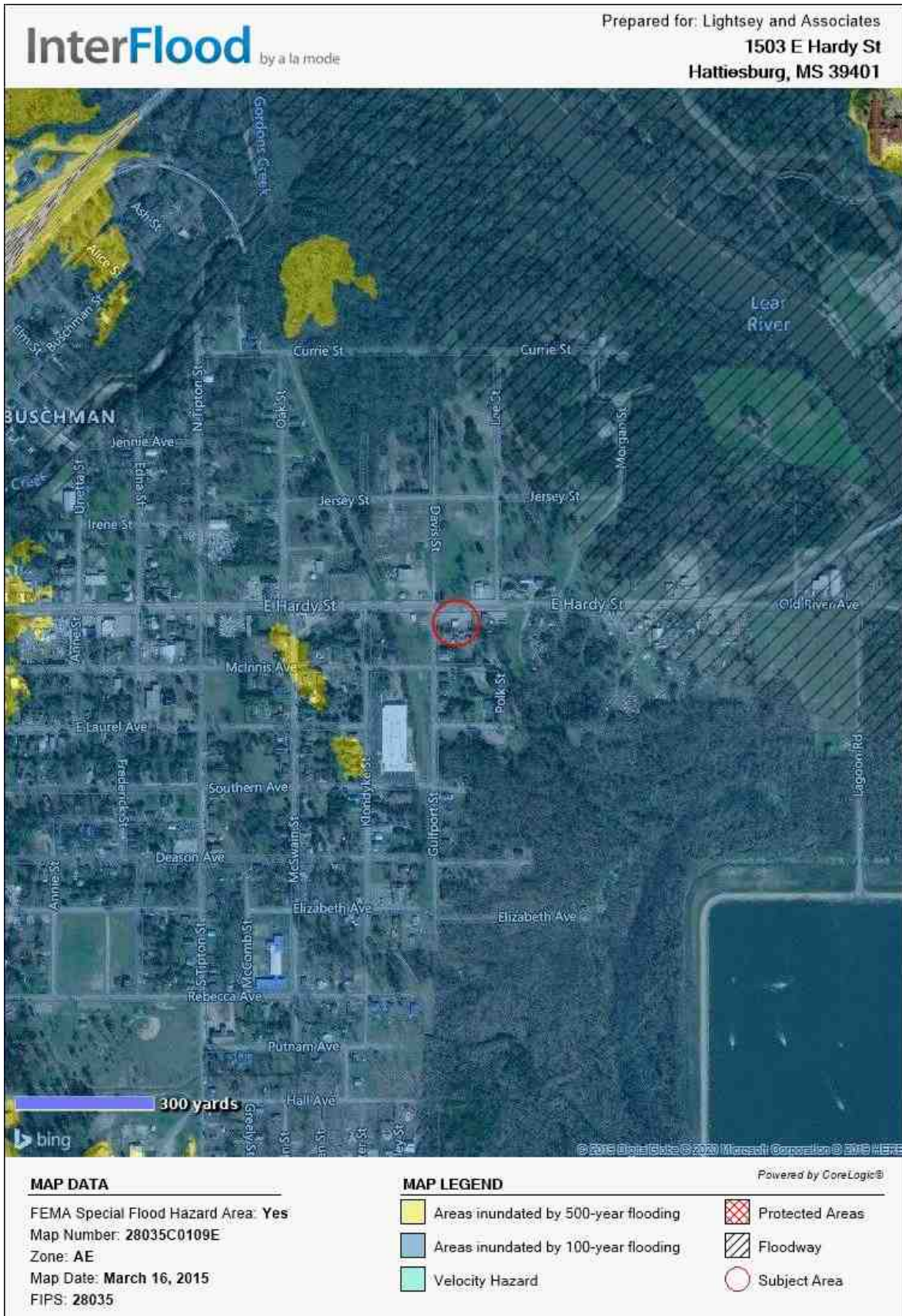
Location Map

Owner	East Hardy Magnolia, LLC					
Property Address	1503 E Hardy St					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



Flood Map

Owner	East Hardy Magnolia, LLC					
Property Address	1503 E Hardy St					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



Plat Map



Tax Data

1/13/2020

Delta Computer Systems

Forrest County Mississippi



Delta Computer Systems, Inc.

Property Link FORREST COUNTY, MS

Current Date 1/13/2020

Tax Year 2019
Records Last Updated 1/13/2020

PROPERTY DETAIL

OWNER EAST HARDY MAGNOLIA LLC
16 PIN OAK POINT
PETAL MS 39465

ACRES : **NA**
LAND VALUE : 19350
IMPROVEMENTS : 16560
TOTAL VALUE: 35910
ASSESSED : 5387

PARCEL 2-030M-11-018.00

ADDRESS 1503 E HARDY STREET

TAX INFORMATION

YEAR 2019	TAX DUE	PAID	BALANCE
COUNTY	350.48	0.00	350.48
CITY	286.21	0.00	286.21
SCHOOL	345.31	0.00	345.31
TOTAL	982.00	0.00	982.00

Pay Tax

LAST PAYMENT DATE **NA**

MISCELLANEOUS INFORMATION

EXEMPT CODE	LEGAL
HOMESTEAD CODE None	BG 30FT S NW/CR NE1/4 SW1/4 S
TAX DISTRICT 1110	100FTE 200FT N 100FT W 200FT TO BG
PPIN 026749	PREV #:H1020-00-021
SECTION 11	B 1157 P 198 07/22/2013
TOWNSHIP 04N	
RANGE 13W	

Book 1157 **Page** 198

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES

Year	Sold To	Redeemed Date/By
NO TAX SALES FOUND		

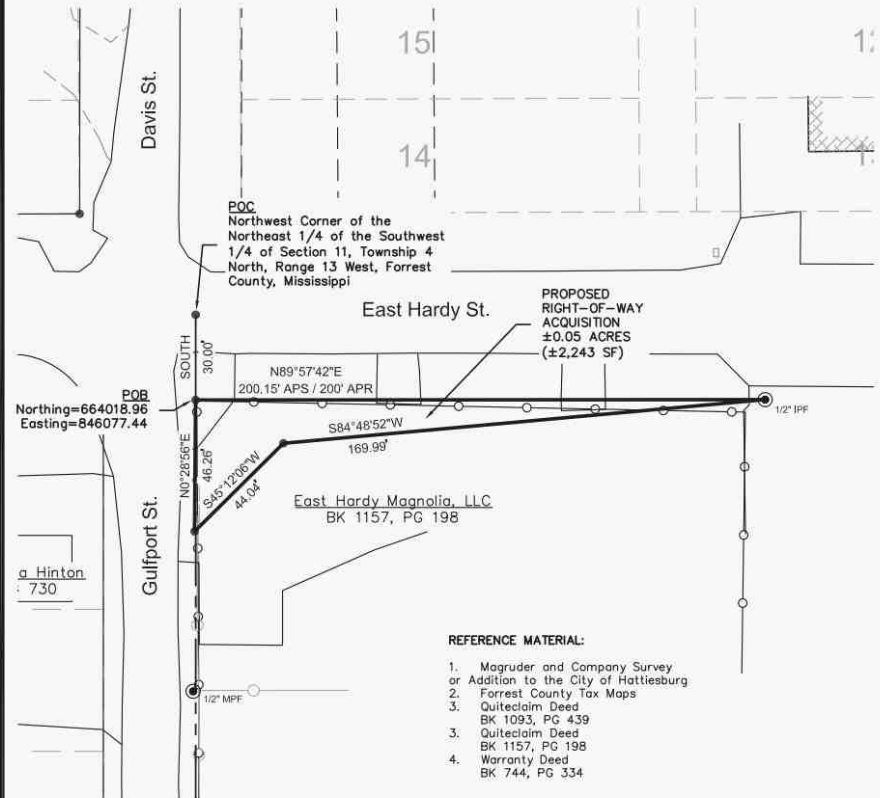
[View Appraisal Record](#)

Back

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Survey

East Hardy Magnolia, LLC - ± 0.05 Ac.
LEGAL DESCRIPTION (Proposed Right-of-Way Acquisition)
 A parcel of land being located the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 11, Township 4 North, Range 13 West, Forrest County, Mississippi, being more particularly described as follows:
 Commencing at the Northwest Corner of said Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 11; thence run South for a distance of 30.00 feet, said point being a point on the southern right-of-way boundary of East Hardy Street, said point also being Point of Beginning; thence run and along said southern right-of-way boundary North 89 degrees 57 minutes 42 seconds East for a distance of 200.15 feet to a $\frac{1}{2}$ " iron pin; thence leaving said right-of-way boundary South 84 degrees 48 minutes 52 seconds West for a distance of 169.99 feet; thence run South 45 degrees 12 minutes 06 seconds West for a distance of 44.04 feet to a point on the eastern right-of-way boundary of Gulfport Street; thence run and along said eastern right-of-way boundary North 00 degrees 28 minutes 56 seconds East for a distance of 46.26 feet back to the POINT OF BEGINNING. Said parcel contains 0.05 acres (2,243 square feet), more or less.



REFERENCE MATERIAL:

1. Magruder and Company Survey or Addition to the City of Hattiesburg
2. Forrest County Tax Maps
3. Quitclaim Deed BK 1093, PG. 439
4. Quitclaim Deed BK 1157, PG. 198
5. Warranty Deed BK 744, PG. 334

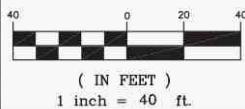
STATE PLANE DATA

State Plane Zone: MS East-2301
 Datum: NAD 1983
 Combined Factor: 0.99997790
 Convergence Angle: $-0^{\circ} 14' 07.31''$
 Reference Point: POB

LEGEND:

BK BOOK
 PG PAGE
 CTP CRIMP-TOP PIPE
 MPF FOUND METAL PIPE
 IPF FOUND IRON ROD
 SET 1/2" IRON REBAR
 POB POINT OF BEGINNING
 POC POINT OF COMMENCEMENT
 UTILITY POLE
 MONUMENT FOUND

GRAPHIC SCALE



NOTES:

1. Class "B" Survey.
2. No Additional Record Search for Easements was Conducted.
3. Date of Field Survey: Nov. 5, 2019.
4. Orientation is based on GPS observation, Grid North, as referenced to MS State Plane Coordinate System, East Zone

PRELIMINARY - PINS NOT SET

Clearpoint
 CONSULTING ENGINEERS, P.A.
 6652 US Highway 98 | Hattiesburg, MS 39402
 t 601.261.2609 | f 601.261.5573 | clearpointengineers.com



PREPARED FOR:
Right-of-Way Survey
East Hardy Magnolia, LLC
PPIN: 26749

CCE NO.: 76242036
SCALE: 1" = 40'
DATE: 11/30/2019
CHECKED: RTB
DRAWN: JCR
SHEET 1 OF 1

Drawing Location S:\76242036\dwg\PLAT8\76242036-PLAT8.dwg

Photograph Addendum

Owner	East Hardy Magnolia, LLC					
Property Address	1503 E Hardy St					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



View of Acquisition Area



View of Subject Building

Photograph Addendum

Owner	East Hardy Magnolia, LLC					
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City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



View of East Hardy Street



View of Gulfport Street



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, November 17, 2020

Re: Adopt resolution declaring a portion of property identified as Forrest County Parcel No. 2-030M-11-0023.00 (PPIN 021192) necessary for public use and authorizing any and all proceedings necessary to acquire the aforementioned property pursuant to *Miss. Code Ann. 21-37-47*, as amended.
File Number: 2020-825
Minute Book #

Summary

Adopt resolution declaring a portion of property identified as Forrest County Parcel No. 2-030M-11-0023.00 (PPIN 021192) necessary for public use and authorizing any and all proceedings necessary to acquire the aforementioned property pursuant to *Miss. Code Ann. 21-37-47*, as amended.

Recommendation Statement

I recommend approval of this item.

Please place this on the November 17, 2020 City Council meeting for consideration.

RESOLUTION AND ORDER TO CONDEMN

WHEREAS, upon careful consideration, the City of Hattiesburg, Mississippi (hereinafter “City”), acting by and through the City Council, has determined it to be in the best interests of the citizens of the City to construct and widen streets as a part of the Hall Avenue Overpass Project, located within the City limits; and

WHEREAS, to accomplish this project, the City finds it necessary to acquire for public use certain property belonging to the following landowners or their successors in title and/or other parties interested in said property as is more particularly described above and in the construction plans for said project, which plans are made a part hereof by reference; and

WHEREAS, the appraisal of said property was approved by the City Council on August 18, 2020 and a Fair Market Value Offer in this amount was made, which has not been accepted.

Harvell and Belinda Harris
Forrest County Parcel No. 2-030M-11-023.00
PPIN 021192

NOW, THEREFORE, LET IT BE KNOWN THAT City does hereby declare said property necessary for public use and orders that it be condemned if an agreement is not reached, and further that the City authorizes and requests that its attorney and/or other necessary professionals institute any and all proceedings necessary to acquire the above-described property for public use.

In support of this Resolution and Order to Condemn, the City acknowledges and declares its eligibility to obtain the necessary right of way through eminent domain by virtue of the authority granted it in *Miss. Code Ann.* § 21-37-47, as amended.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 17th day of November 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor,
this the 17th day of November 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

APPRAISAL OF PROPERTY AT
1405 EAST HARDY STREET
HATTIESBURG, MS

LIGHTSEY & ASSOCIATES

P.O. Box 15489
Hattiesburg, MS 39404
(601) 584-6260

January 16, 2020

Mr. Lamar Rutland
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

RE: Appraisal of property at 1405 East Hardy Street,
Hattiesburg, MS

Dear Mr. Rutland:

In accordance with the your request, I have made an inspection and investigation of the property located on 1405 East Hardy Street, Hattiesburg, Mississippi, for the purpose of forming an opinion of the Market Value, in fee simple, as of January 10, 2020, the effective date of the appraisal being the date the subject property was last inspected. The value opinion is both before and after the taking of a 169 square foot parcel (.004 acre) in conjunction with the Hall Avenue railroad overpass by the City of Hattiesburg and noting damages to the remainder, if any.

Market Value is defined as the most probable price in cash, terms equivalent to cash, or in other precisely revealed terms, for which the property will sell in an open and competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self interest, and assuming that neither is under undue duress.

NEIGHBORHOOD DESCRIPTION

The subject area lies to the east of downtown Hattiesburg and is located between Williams Street and the Leaf River in what is known as East Hattiesburg. The general area contains a wide age range of properties that range from commercial/retail uses to single-family dwellings and multi-family dwellings. The subject is in relative close proximity to public schools, shopping and employment centers, and medical facilities. East Hardy Street is a major traffic artery between Hattiesburg and the City of Petal to the east, which is located just east of the Leaf River. The majority of properties in the area are in excess of fifty years old.

SITE DESCRIPTION

The subject site is located on the southerly side of East Hardy Street just west corner of East Hardy and Gulfport Street. It has a frontage of 62.6 feet on the southerly side of East Hardy Street and extends to a depth of 124 feet. The site is irregular in shape and contains approximately 4,783 square feet. The site is at or above street grade, and appears to have adequate utility for use a commercial site. The property appears to lie in a designated flood area, though this is subject to certification by a professional engineer or surveyor. All public utilities are connected or available to the site. A survey and plat map are included in the addenda of this report in order to assist the reader in visualizing the property. There were no adverse soil or subsoil conditions observed; however, no soil tests have been made as a part of this report. The property is zoned B-3 Community Business District, by the zoning authorities of the City of Hattiesburg. The City of Hattiesburg intends to take a 169 square foot parcel along East Hardy Street. Following the taking, the subject site will be effectively reduced in size to 4,614 square feet. Utility and access will remain essentially the same. In the appraiser's opinion, there will be no damages to the remainder property.

IMPROVEMENTS DESCRIPTIONS

There are no known improvements on the subject property.

PROPERTY HISTORY

The subject property appears to have been under the present ownership for in excess of five years. The subject property is not known to be listed for sale nor under contract.

TAXES

The total taxes for the subject property for 2019 are \$131.79. The total true value (tax value) of the property is \$4,820.00 with an assessed value of \$723.00.

HIGHEST AND BEST USE

In order to estimate the Highest and Best Use of the subject, the surrounding property uses as well as the four tests of Highest and Best Use were considered. These are 1)physically possible, 2)legally permissible, 3)financially feasible, and 4)maximally productive. After considering these factors, the Highest and Best Use of the site as vacant is estimated to be for commercial use.

INTENDED USE AND SCOPE OF THE APPRAISAL

This appraisal is intended to assist the client, Mr. Lamar Rutland of the City of Hattiesburg, in forming an opinion of value of the subject property both before and after the taking of a 169 square foot parcel by the City for road widening. In preparing this appraisal, the appraiser inspected the subject site; gathered information on comparable land sales and listings, confirmed and analyzed the data and applied the Sales Comparison Approach to value. As only the land was considered in this appraisal, this was the only approach deemed applicable to the subject's valuation.

APPRAISAL PROCESS

In good appraisal practice, three approaches to value are normally used to arrive at a value conclusion for a given property. These approaches are the Sales Comparison Approach, the Cost Approach, and the Income Approach. The Sales Comparison Approach is based on deriving a value indication by comparing properties that have been sold recently to the subject property and adjusting the sales price of the comparables for any basic differences. The Income Approach considers the present value of the future benefits of income and ownership. To estimate the income potential of the subject, comparable rents are obtained and reconciled to the subject, then a deduction is made for anticipated expenses. The resulting net income is then capitalized into value using a rate supported by market data. The Cost Approach provides a value indicator based on the cost to reproduce the improvements less any observed depreciation. The value estimate of the land developed through the Sales Comparison Approach is then added to the depreciated value estimate of the Improvements. As noted above, the appraiser has utilized the Sales Comparison Approach only as the land only is considered in this appraisal report.

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BEFORE VALUE

4,783 sf @ \$1.45 = \$6,935.00

AFTER VALUE

4,614 sf @ \$1.45 = \$6,690.00

Value Before Taking	\$6,935.00
Value After Taking	\$6,690.00
Damages	\$ -0-
Just Compensation Due Owner	\$ 245.00
Rounded	\$ 250.00

I appreciate the opportunity to prepare this appraisal report for you. Should you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely

Stan Lightsey

Stan Lightsey, SRA
Appraisal Institute
RA-16

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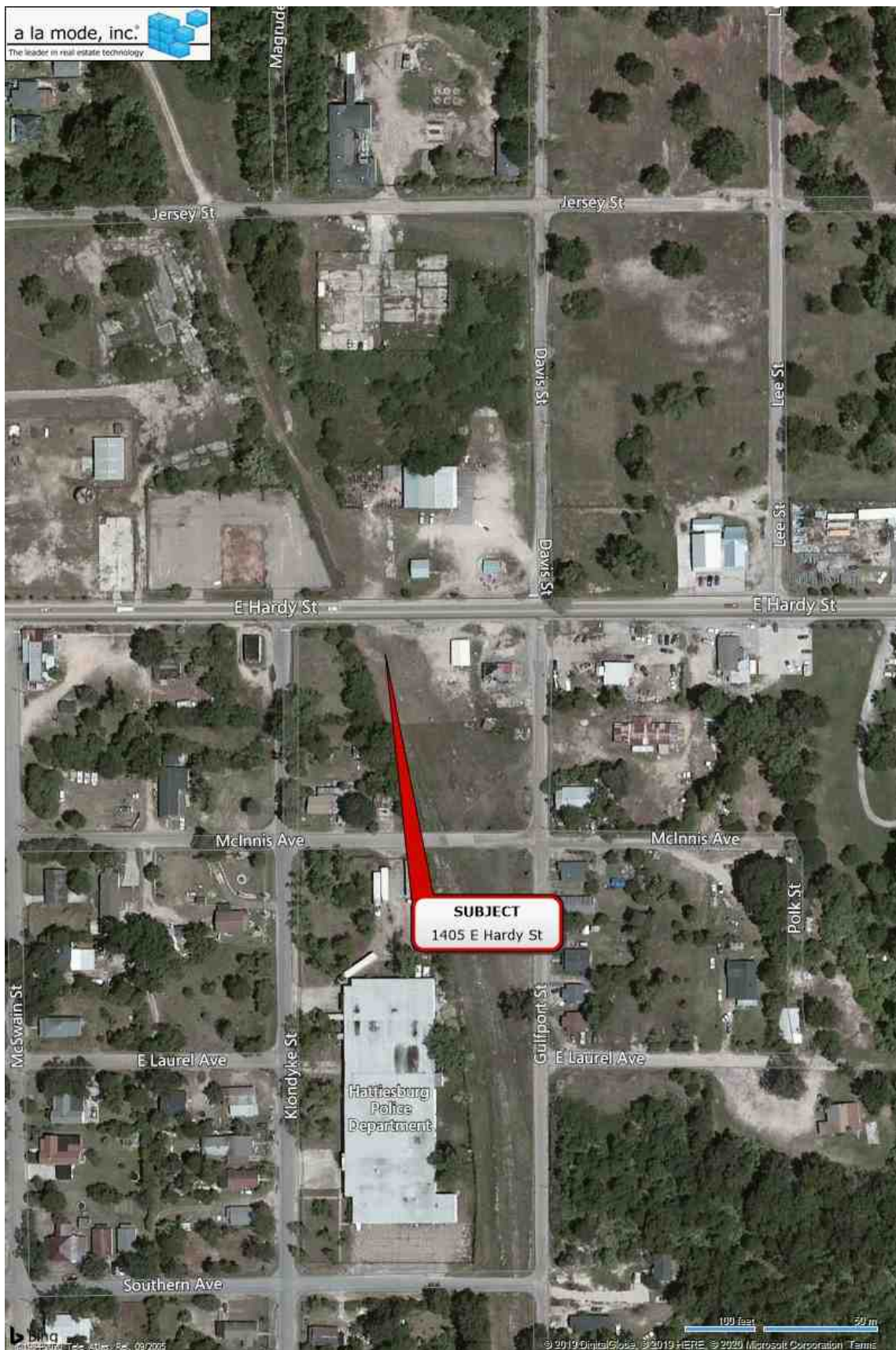
Location Map

Owner	Harris					
Property Address	1405 E Hardy St					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



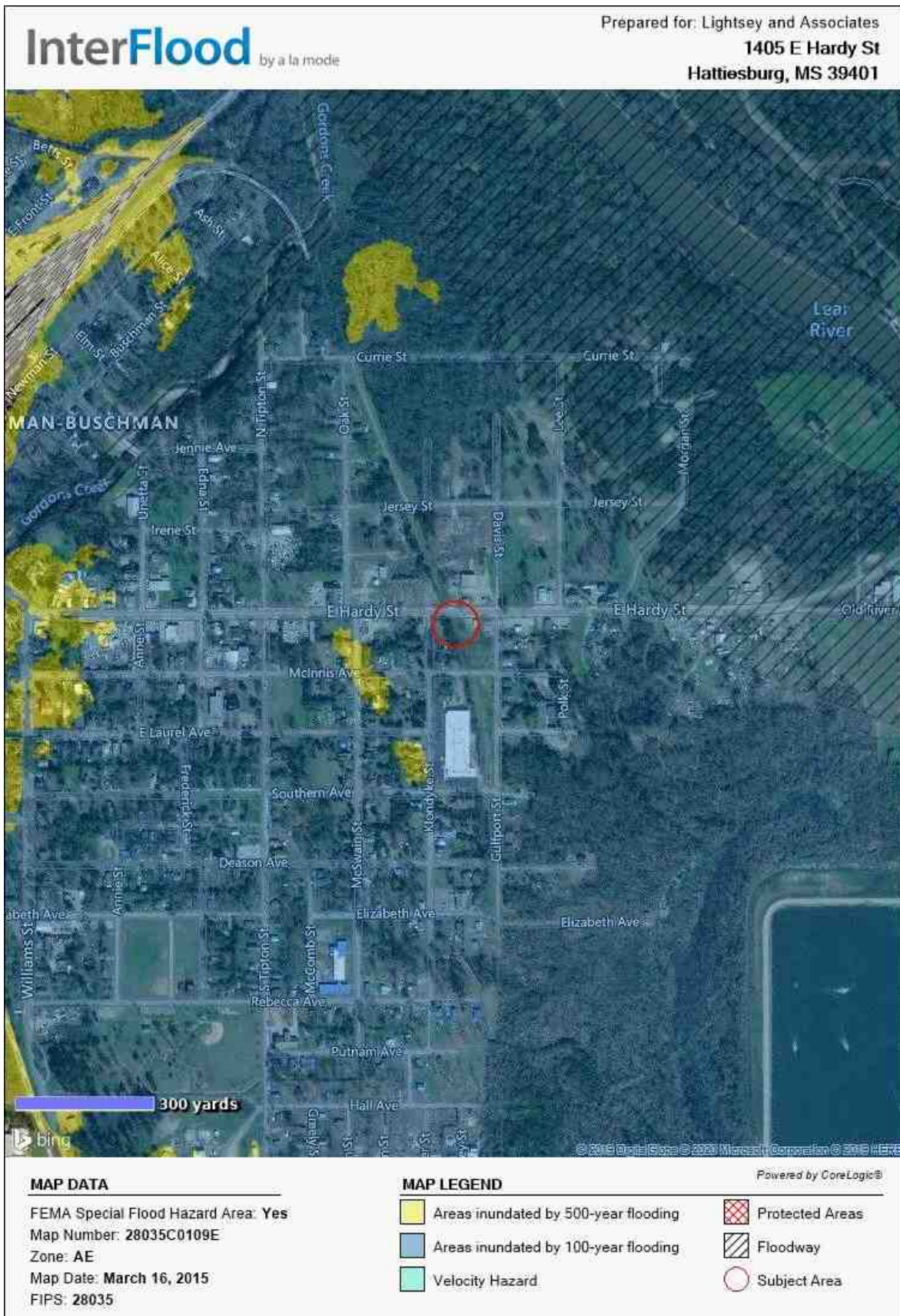
Location Map

Owner	Harris					
Property Address	1405 E Hardy St					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



Flood Map

Owner	Harris					
Property Address	1405 E Hardy St					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



Plat Map



Tax Data

1/16/2020

Delta Computer Systems

Forrest County Mississippi



Delta Computer Systems, Inc.

Property Link FORREST COUNTY, MS

Current Date 1/16/2020

Tax Year 2019
Records Last Updated 1/16/2020

PROPERTY DETAIL

OWNER HARRIS HARVELL JR & BELINDA F
107 HAZEL STREET
HATTIESBURG MS 39401

ACRES : **NA**
LAND VALUE : 4820
IMPROVEMENTS : **NA**
TOTAL VALUE: 4820
ASSESSED : 723

PARCEL 2-030M-11-023.00

ADDRESS 1403 E HARDY STREET

TAX INFORMATION

YEAR 2019	TAX DUE	PAID	BALANCE
COUNTY	47.04	0.00	47.04
CITY	38.41	0.00	38.41
SCHOOL	46.34	0.00	46.34
TOTAL	131.79	0.00	131.79

Pay Tax

LAST PAYMENT DATE **NA**

MISCELLANEOUS INFORMATION

EXEMPT CODE	LEGAL
HOMESTEAD CODE None	CM NE/CR LT 10 W 139.75 TO POB
TAX DISTRICT 1110	S 124 W TO RR NWLY TO E HARDY
PPIN 021192	ST E TOP0B BLK 1 D D MCINNIS
SECTION 11	2ND DB589 P372 10/87
TOWNSHIP 04N	BK 615 PG 658 04/28/1989
RANGE 13W	PREV #:H0624-01-003 B677-005
	8\92 712/168 5/94
	DB 744 PG 334 1/96

Book 1204

Page 601

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES

<u>Year</u>	<u>Sold To</u>	<u>Redeemed Date/By</u>
NO TAX SALES FOUND		

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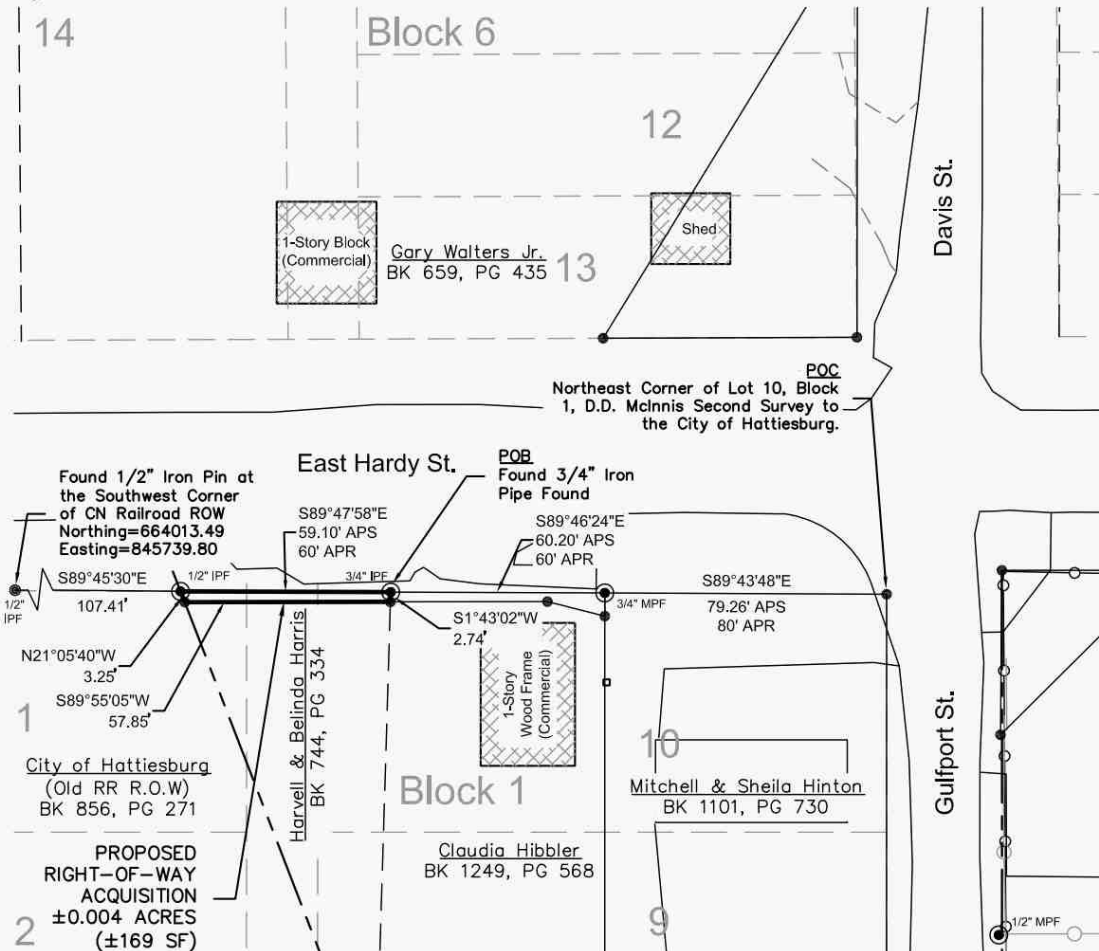
Survey

Harvell and Belinda Harris - +/-0.004 Ac.

LEGAL DESCRIPTION (Proposed Right-of-Way Acquisition)

A parcel of land being located in Lots 1 and 10 of Block 1 of D.D. McInnis Second Survey of the City of Hattiesburg, Forrest County, Mississippi, as per map or plat thereof on file in the office of Chancery Clerk of Forrest County, Mississippi, being more particularly described as follows:

Commencing at the Northeast Corner of Lot 10 of Block 1 of D.D. McInnis Second Survey of the City of Hattiesburg, Mississippi, said point also being a point on the southern right-of-way boundary of East Hardy Street; thence run and along said southern right-of-way boundary North 89 degrees 43 minutes 48 seconds West for a distance 79.26 feet to a 3/4" metal pipe at the Northwest Corner of a Parcel of Land being described in Deed Book 1101, Page 730 on file in the office of Chancery Clerk of Forrest County, Mississippi; thence run North 89 degrees 46 minutes 24 seconds East for a distance of 60.20 feet to a 3/4" iron pin at the Northwest Corner of a Parcel of Land being described in Deed Book 1249, Page 568 on file in the office of Chancery Clerk of Forrest County, Mississippi said point also being the Point of Beginning; thence leaving said right-of-way boundary run South 01 degree 43 minutes 02 seconds West for a distance of 2.74 feet; thence run South 89 degrees 55 minutes 05 seconds West for a distance of 57.85 feet to a point on the eastern boundary of a Parcel of Land being described in Deed Book 866, Page 270 on file in the office of Chancery Clerk of Forrest County, Mississippi; thence run North 21 degrees 05 minutes 40 seconds West and along said eastern boundary for a distance of 3.25 feet to a 1/2" iron pin said point also being a point on the southern right-of-way boundary of East Hardy Street; thence run and along said southern right-of-way boundary South 89 degrees 47 minutes 58 seconds East for a distance of 59.10 feet back to the POINT OF BEGINNING. Said parcel contains 0.004 acres (169 square feet), more or less.



LEGEND:

- BK PG
- CTP
- MPF
- IPF
- POB
- POC
- UTILITY POLE
- MONUMENT FOUND

PROPOSED RIGHT-OF-WAY BOOK PAGE

FOUND CRIMP-TOP PIPE

FOUND METAL PIPE

FOUND IRON ROD

SET 1/2" IRON REBAR

POINT OF BEGINNING

POINT OF COMMENCEMENT

UTILITY POLE

MONUMENT FOUND

REFERENCE MATERIAL:

1. D.D.McInnis Second Survey to the City of Hattiesburg
2. Forrest County Tax Maps
3. Quitclaim Deed BK 1093, PG 439
4. Quitclaim Deed BK 1157, PG 198
5. Warranty Deed BK 744, PG 334
6. Warranty Deed BK 1249, PG 568

STATE PLANE DATA

State Plane Zone: MS East-2301

Datum: NAD 1983

Combined Factor: 0.99997198

Convergence Angle: -0° 13' 50.23"

Reference Point: Southwest Corner of CN Railroad ROW

GRAPHIC SCALE

40 0 20 40

(IN FEET)

1 inch = 40 ft.

NOTES:

1. Class "B" Survey.
2. No Additional Record Search for Easements was Conducted.
3. Date of Field Survey: Nov. 5, 2019.
4. Orientation is based on GPS observation, Grid North, as referenced to MS State Plane Coordinate System, East Zone

PRELIMINARY - PINS NOT SET

Clearpoint

CONSULTING ENGINEERS, P.A.

6652 US Highway 98 | Hattiesburg, MS 39402

t 601.261.2609 | f 601.261.5573 | clearpointengineers.com

PREPARED FOR:

Right-of-Way Survey

Harvell and Belinda Harris

PPIN: 21192

CCE NO.: 76242036

SCALE: 1" = 40'

DATE: 11/30/2019

CHECKED: RTB

DRAWN: JCR

SHEET 1 OF 1

Drawing Location: S:\76242036\dwg\PLAT8\76242036-PLAT8.dwg

Photograph Addendum

Owner	Harris					
Property Address	1405 E Hardy St					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



View of Subject



View of East Hardy Street

RESOLUTION AND ORDER TO CONDEMN

WHEREAS, upon careful consideration, the City of Hattiesburg, Mississippi (hereinafter “City”), acting by and through the City Council, has determined it to be in the best interests of the citizens of the City to construct and widen streets as a part of the Hall Avenue Overpass Project, located within the City limits; and

WHEREAS, to accomplish this project, the City finds it necessary to acquire for public use certain property belonging to the following landowners or their successors in title and/or other parties interested in said property as is more particularly described above and in the construction plans for said project, which plans are made a part hereof by reference; and

WHEREAS, the appraisal of said property was approved by the City Council on August 18, 2020 and a Fair Market Value Offer in this amount was made, which has not been accepted.

Harvell and Belinda Harris
Forrest County Parcel No. 2-030M-11-023.00
PPIN 021192

NOW, THEREFORE, LET IT BE KNOWN THAT City does hereby declare said property necessary for public use and orders that it be condemned if an agreement is not reached, and further that the City authorizes and requests that its attorney and/or other necessary professionals institute any and all proceedings necessary to acquire the above-described property for public use.

In support of this Resolution and Order to Condemn, the City acknowledges and declares its eligibility to obtain the necessary right of way through eminent domain by virtue of the authority granted it in *Miss. Code Ann.* § 21-37-47, as amended.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 17th day of November 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor,
this the 17th day of November 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, November 17, 2020

Re: Adopt resolution declaring a portion of property identified as Forrest County Parcel No. 2-037D-14-150.00 (PPIN 022075) necessary for public use and authorizing any and all proceedings necessary to acquire the aforementioned property pursuant to *Miss. Code Ann. 21-37-47*, as amended.
File Number: 2020-827
Minute Book #

Summary

Adopt resolution declaring a portion of property identified as Forrest County Parcel No. 2-037D-14-150.00 (PPIN 022075) necessary for public use and authorizing any and all proceedings necessary to acquire the aforementioned property pursuant to *Miss. Code Ann. 21-37-47*, as amended.

Recommendation Statement

I recommend approval of this item.

Please place this on the November 17, 2020 City Council meeting for consideration.

RESOLUTION AND ORDER TO CONDEMN

WHEREAS, upon careful consideration, the City of Hattiesburg, Mississippi (hereinafter “City”), acting by and through the City Council, has determined it to be in the best interests of the citizens of the City to construct and widen streets as a part of the Hall Avenue Overpass Project, located within the City limits; and

WHEREAS, to accomplish this project, the City finds it necessary to acquire for public use certain property belonging to the following landowners or their successors in title and/or other parties interested in said property as is more particularly described above and in the construction plans for said project, which plans are made a part hereof by reference; and

WHEREAS, the appraisal of said property was approved by the City Council on August 18, 2020 and a Fair Market Value Offer in this amount was made, which has not been accepted.

Josie McKorkle
Forrest County Parcel No. 2-037D-14-150.00
PPIN 022075

NOW, THEREFORE, LET IT BE KNOWN THAT City does hereby declare said property necessary for public use and orders that it be condemned if an agreement is not reached, and further that the City authorizes and requests that its attorney and/or other necessary professionals institute any and all proceedings necessary to acquire the above-described property for public use.

In support of this Resolution and Order to Condemn, the City acknowledges and declares its eligibility to obtain the necessary right of way through eminent domain by virtue of the authority granted it in *Miss. Code Ann.* § 21-37-47, as amended.

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YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 17th day of November 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor,
this the 17th day of November 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

RESOLUTION AND ORDER TO CONDEMN

WHEREAS, upon careful consideration, the City of Hattiesburg, Mississippi (hereinafter “City”), acting by and through the City Council, has determined it to be in the best interests of the citizens of the City to construct and widen streets as a part of the Hall Avenue Overpass Project, located within the City limits; and

WHEREAS, to accomplish this project, the City finds it necessary to acquire for public use certain property belonging to the following landowners or their successors in title and/or other parties interested in said property as is more particularly described above and in the construction plans for said project, which plans are made a part hereof by reference; and

WHEREAS, the appraisal of said property was approved by the City Council on August 18, 2020 and a Fair Market Value Offer in this amount was made, which has not been accepted.

Josie McKorkle
Forrest County Parcel No. 2-037D-14-150.00
PPIN 022075

NOW, THEREFORE, LET IT BE KNOWN THAT City does hereby declare said property necessary for public use and orders that it be condemned if an agreement is not reached, and further that the City authorizes and requests that its attorney and/or other necessary professionals institute any and all proceedings necessary to acquire the above-described property for public use.

In support of this Resolution and Order to Condemn, the City acknowledges and declares its eligibility to obtain the necessary right of way through eminent domain by virtue of the authority granted it in *Miss. Code Ann.* § 21-37-47, as amended.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 17th day of November 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor,
this the 17th day of November 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

APPRAISAL OF PROPERTY AT

HALL AVENUE

PIN # 022075

HATTIESBURG, MS

LIGHTSEY & ASSOCIATES

P.O. Box 15489
Hattiesburg, MS 39404
(601) 584-6260

April 9, 2020

Mr. Lamar Rutland
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

RE: Appraisal of property at Hall Avenue,
Hattiesburg, MS

Dear Mr. Rutland:

In accordance with the your request, I have made an inspection and investigation of the property located on Hall Avenue, Hattiesburg, Mississippi, for the purpose of forming an opinion of the Market Value, in fee simple, as of April 8, 2020, the effective date of the appraisal being the date the subject property was last inspected. The value opinion is both before and after the taking of a 765 square foot parcel (.02 acre) in conjunction with the Hall Avenue railroad overpass by the City of Hattiesburg and noting damages to the remainder, if any.

Market Value is defined as the most probable price in cash, terms equivalent to cash, or in other precisely revealed terms, for which the property will sell in an open and competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self interest, and assuming that neither is under undue duress.

NEIGHBORHOOD DESCRIPTION

The subject area lies to the southeast of downtown Hattiesburg and is located east of Williams Street and the Canadian National Railway right of way. The general area contains a wide age range of properties that range from commercial/retail uses to single-family dwellings and multi-family dwellings. The subject is in relative close proximity to public schools, shopping and employment centers, and medical facilities. The new Hattiesburg Law Enforcement Complex is under construction on Hall Avenue at the southern end of Bay Street. The majority of properties in the area are in excess of fifty years old.

SITE DESCRIPTION

The subject site is located on the southerly side of Hall Avenue at the southeasterly corner of Hall Avenue and Greeley Street. It has a frontage of 80 feet on Hall Avenue and extends to a depth of 50 feet along Greeley Street. The site is rectangular in shape and contains approximately 4,000 square feet. The site is at or above street grade, and appears to have adequate utility for use a single unit dwelling site. The property does appear to lie in a designated flood area, though this is subject to certification by a professional engineer or surveyor. All public utilities area connected or available to the site. A survey and plat map are included in the addenda of this report in order to assist the reader in visualizing the property. There were no adverse soil or subsoil conditions observed; however, no soil tests have been made as a part of this report. The property is zoned R-1C, Single Unit Residential, by the zoning authorities of the City of Hattiesburg. The City of Hattiesburg intends to take a 765 square foot rectangularly shaped parcel along Hall Avenue. Following the taking, the subject site will be effectively reduced in size to 3,235 square feet. Access and utility will remain essentially the same as in the before condition.

IMPROVEMENTS DESCRIPTIONS

There are no known improvements on the subject property.

PROPERTY HISTORY

The subject property appears to have been under the present ownership for in excess of three years. The subject property is not known to be listed for sale nor under contract.

TAXES

The total taxes for the subject property for 2019 are \$30.99. The total true value (tax value) of the property is \$1,130.00 with an assessed value of \$170.00.

HIGHEST AND BEST USE

In order to estimate the Highest and Best Use of the subject, the surrounding property uses as well as the four tests of Highest and Best Use were considered. These are 1)physically possible, 2)legally permissible, 3)financially feasible, and 4)maximally productive. After considering these factors, the Highest and Best Use of the site as vacant is estimated to be for a single unit house site, in both the before and after conditions.

INTENDED USE AND SCOPE OF THE APPRAISAL

This appraisal is intended to assist the client, Mr. Lamar Rutland of the City of Hattiesburg, in forming an opinion of value of the subject property both before and after the taking of a 765 square foot parcel by the City for road widening. In preparing this appraisal, the appraiser inspected the subject site; gathered information on comparable land sales and listings, confirmed and analyzed the data and applied the Sales Comparison Approach to value. As only the land was considered in this appraisal, this was the only approach deemed applicable to the subject's valuation.

APPRAISAL PROCESS

In good appraisal practice, three approaches to value are normally used to arrive at a value conclusion for a given property. These approaches are the Sales Comparison Approach, the Cost Approach, and the Income Approach. The Sales Comparison Approach is based on deriving a value indication by comparing properties that have been sold recently to the subject property and adjusting the sales price of the comparables for any basic differences. The Income Approach considers the present value of the future benefits of income and ownership. To estimate the income potential of the subject, comparable rents are obtained and reconciled to the subject, then a deduction is made for anticipated expenses. The resulting net income is then capitalized into value using a rate supported by market data. The Cost Approach provides a value indicator based on the cost to reproduce the improvements less any observed depreciation. The value estimate of the land developed through the Sales Comparison Approach is then added to the depreciated value estimate of the Improvements. As noted above, the appraiser has utilized the Sales Comparison Approach only as the land only is considered in this appraisal report.

LAND SALES

The following vacant land sales were utilized to arrive at opinion of value for the subject site.

LAND SALE NO. 1

Location: Walnut Street, Hattiesburg
Date: 04/07/2016
Price: \$20,000
Size: 18,270 sq ft
Price/SF: \$1.09
Zoning: R-1A, Single Unit Residential
Confirmation: MLS # 103560/Re/Max Real Estate
Comments: Located just south of Southern Avenue on Walnut Street.
Generally level vacant site.

LAND SALE NO. 2

Location: North 24th Avenue., Hattiesburg
Date: 04/07/2017
Price: \$22,000
Size: 36,940 sq ft
Price/SF: \$.60
Zoning: R-1B, Single Unit Residential
Confirmation: MLS # 107417/Coldwell Banker
Comments: Corner of North 24th and Quinn Street.
Vacant site purchased for future development.

LAND SALE NO. 3

Location: South 21st Avenue , Hattiesburg

Date: 06/30/2015

Price: \$10,000

Size: 15,000 sq ft

Price/SF: \$.67

Zoning: R-1A, Single Unit Residential

Confirmation: MLS # 101179/Realty Executives

Comments: Located just south of Hardy Street. Vacant site purchased for future development.

The above lot sales indicate an unadjusted range in value from \$.60 to \$1.09 per square foot. All are in the subject market segment. The subject area is virtually fully developed and there are very few vacant sites that are available for sale. Research of the market found these sales to be the most recent and relevant to the subject's valuation. Sale 1 was given the most reliance due to time and location. After considering time, size, location, topography, the subject's location in a flood zone, and other pertinent factors, the value opinion of the subject site is \$.80 per square foot. Thus the value of the subject is:

BEFORE VALUE

4,000 sf @ \$.80 = \$3,200.00

AFTER VALUE

3,235 sf @ \$.80 = \$2,588.00

Value Before Taking	\$3,200.00
Value After Taking	\$2,588.00
Damages	\$ -0-
Just Compensation Due Owner	\$ 612.00
Rounded	\$ 615.00

I appreciate the opportunity to prepare this appraisal report for you. Should you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely

Stan Lightsey

Stan Lightsey
RA-16

ADDENDA

APPRAISER'S CERTIFICATION

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

- the statements contained in this report are true and correct.**
- the reported analyses, opinions, and conclusions are limited only by the reporting assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.**
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved unless otherwise stated.**
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.**
- my engagement in this assignment was not contingent upon developing or reporting predetermined results.**
- My compensation for completing this assignment is not contingent upon the developing or reporting of a predetermined value or a direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.**
- no one provided significant appraisal assistance to the person signing this appraisal unless otherwise noted.**
- unless otherwise noted, the person signing this report has not performed an appraisal or rendered any other service regarding the subject property in the past three years.**
- The Appraisal Institute conducts a voluntary re-certification process for its designated members. I am currently certified under this program.**

Stan Lightsey

**Stan Lightsey
RA-16**

UNDERLYING ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is subject to the following limiting conditions:

The legal description furnished is assumed to be correct.

No responsibility is assumed for matters of a legal character nor does the appraiser render any opinion as to title which is assumed to be good. All existing liens and encumbrances have been disregarded unless otherwise noted and the property is appraised as though free and clear and under responsible ownership and competent management.

The appraiser believes to be accurate the information provided by others; but assumes no responsibility for its accuracy.

Possession of this report, or a copy thereof, does not carry with it the right of publication, and neither all nor any part of the contents of this report may be disseminated to the public through media of any type nor may be used for any other purpose other than that specified in the engagement by the client without the previous written consent of the appraiser and client particularly as to the value conclusions, the identity of the appraiser or the firm with which he is employed, or to the SRA designation of The Appraisal Institute.

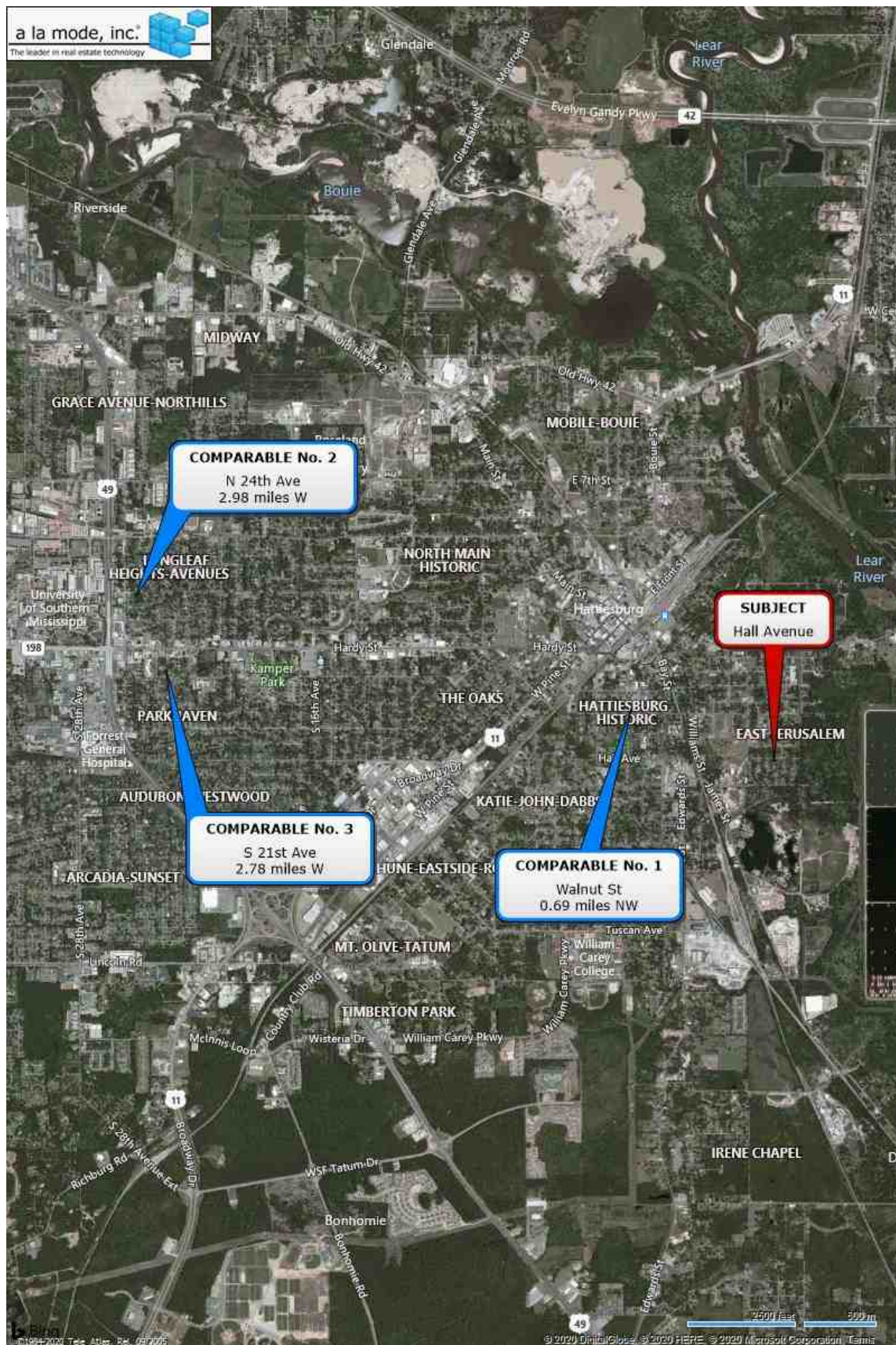
The appraiser will not be required to give testimony or appear in court by reason of this appraisal, with reference to the property in question, unless prior arrangements have been made.

The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.

Unless otherwise stated in this report, the existence of hazardous substances, including but not limited to asbestos, poly-chlorinated biphenyls, petroleum leakage, mold, or agricultural chemicals; which may or may not be present on the property, or other environmental conditions; were not called to the attention of nor did the appraiser become aware of such during the inspection of the property. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser is not an expert in the environmental field and is not qualified to test for such substances or conditions. If the presence of hazardous substances or environmental conditions may affect the value of the property, the value opinion is predicated on the assumption that there is no such condition in or on the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for such conditions; nor for any expertise or knowledge required to discover them. The client is advised to retain an expert in the field of environmental impact on real estate if such conditions are suspected.

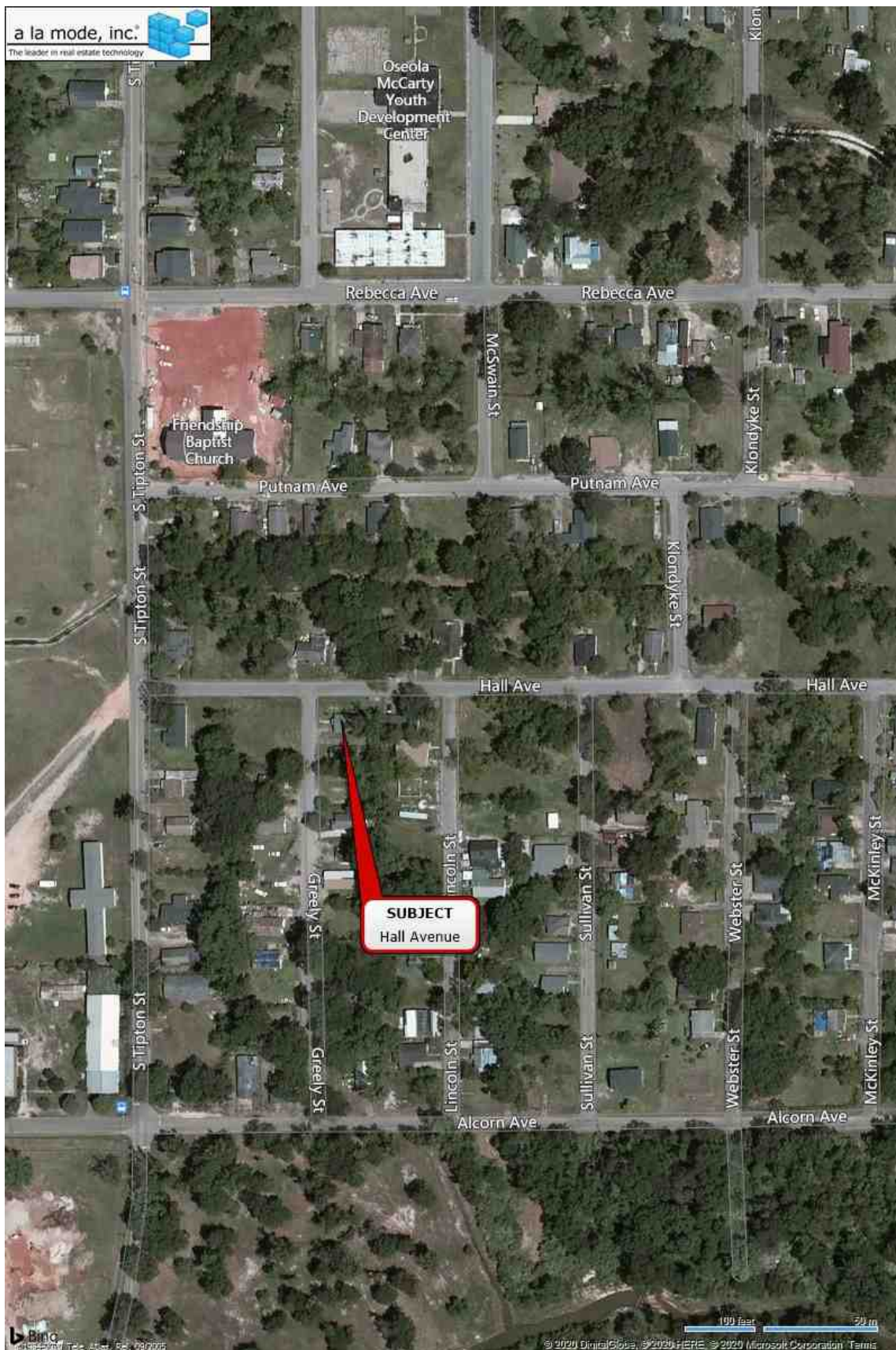
Location Map

Owner	Josie McKorkle					
Property Address	Hall Avenue					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



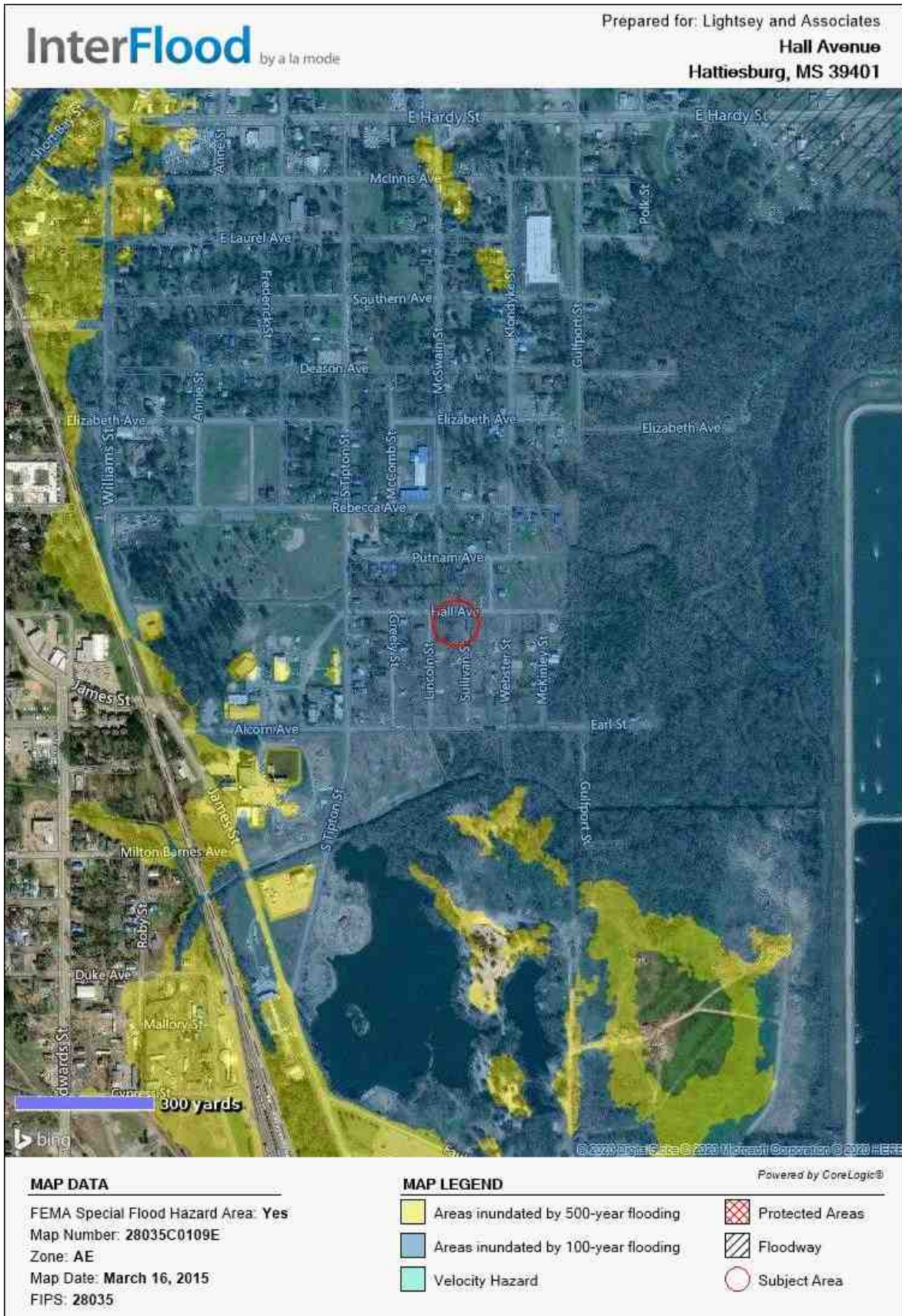
Location Map

Owner	Josie McKorkle					
Property Address	Hall Avenue					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					

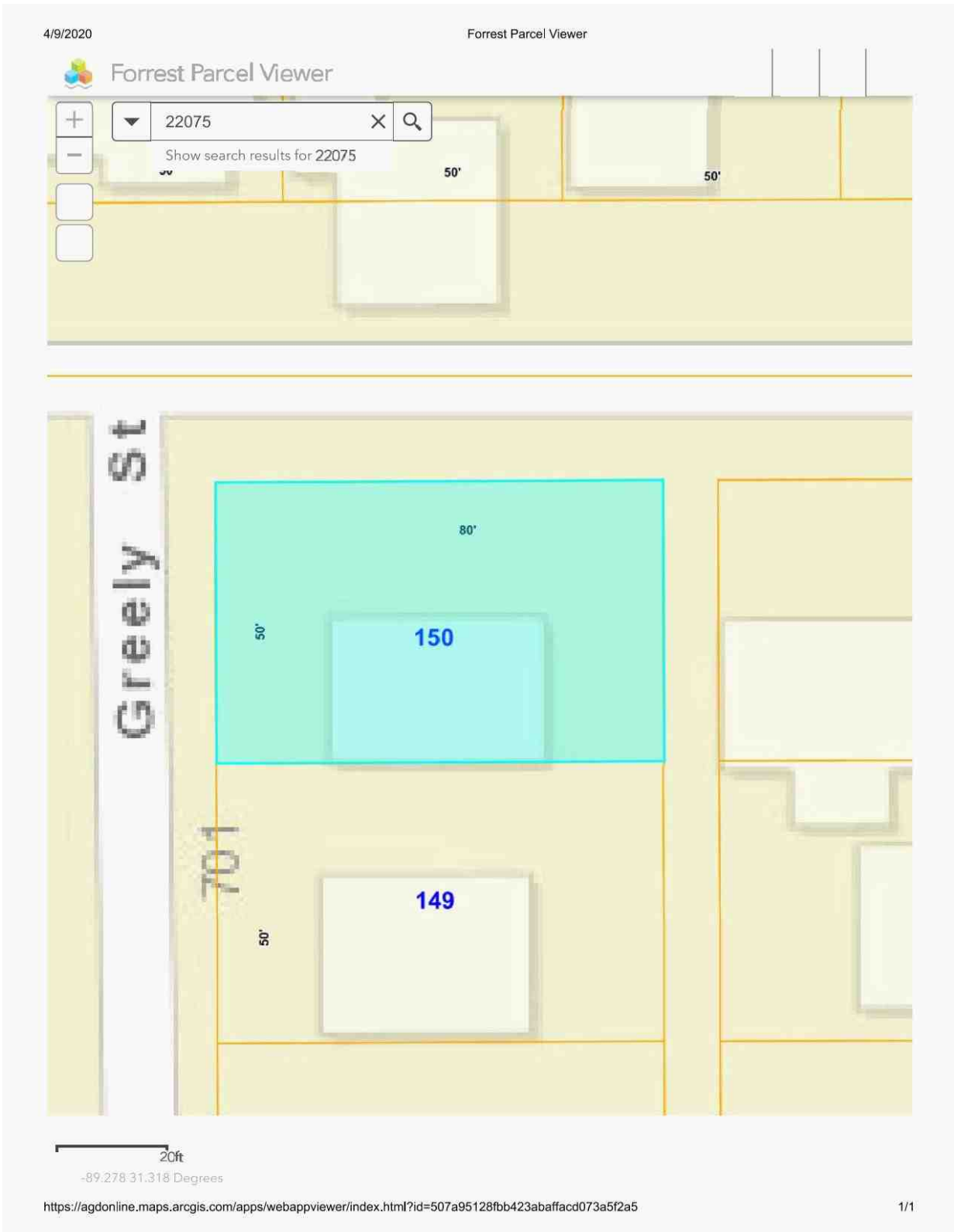


Flood Map

Owner	Josie McKorkle					
Property Address	Hall Avenue					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



Plat Map



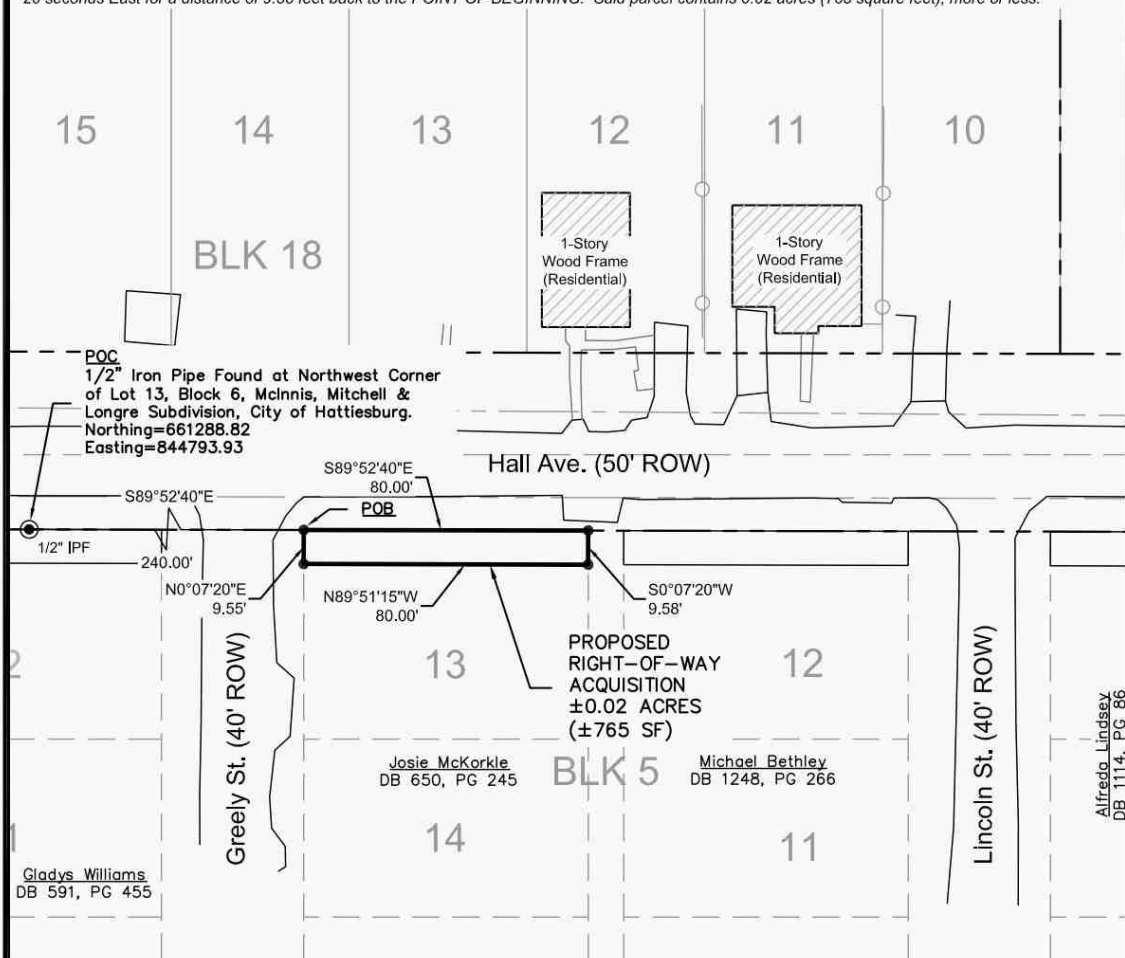
Survey

Josie McKorkle - +/-0.02 Ac.

LEGAL DESCRIPTION (Proposed Right-of-Way Acquisition)

A parcel of land being part of Lot 13 of Block 5 of McInnis, Mitchell & Longre Subdivision, City of Hattiesburg, Forrest County, Mississippi, as per map or plat thereof on file in the office of Chancery Clerk of Forrest County, Mississippi, being more particularly described as follows:

Commencing at a found 1/2" iron pipe at the Northwest Corner of Lot 13 of Block 6 of Said McInnis, Mitchell & Longre Subdivision, City of Hattiesburg, Mississippi; thence run and along the southern right-of-way boundary of Hall Avenue South 89 degrees 52 minutes 40 seconds East for a distance of 240.00 feet to Northwest Corner of said Lot 13 of Block 5, said point also being the Point of Beginning; thence continue and along said southern right-of-way boundary South 89 degrees 52 minutes 40 seconds East for a distance of 80.00 feet to Northeast Corner of said Lot 13 of Block 5; thence leaving said southern right-of-way boundary and along the eastern boundary of said Lot 13, Block 5, run South 00 degrees 07 minutes 20 seconds West for a distance of 9.58 feet; thence leaving said eastern boundary run, North 89 degrees 51 minutes 15 seconds West for a distance of 80.00 feet to a point on the eastern right-of-way boundary of Greely Street; thence run and along said eastern right-of-way boundary North 00 degrees 07 minutes 20 seconds East for a distance of 9.55 feet back to the POINT OF BEGINNING. Said parcel contains 0.02 acres (765 square feet), more or less.



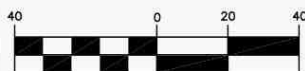
NO TITLE REPORT PROVIDED



LEGEND:

BK BOOK
PG PAGE
CTP FOUND CRIMP-TOP PIPE
MPF FOUND METAL PIPE
IPF FOUND IRON ROD
SET 1/2" IRON REBAR
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
UTILITY POLE
MONUMENT FOUND

GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.

NOTES:

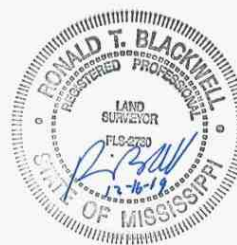
1. Class "B" Survey.
2. No Additional Record Search for Easements was Conducted.
3. Date of Field Survey: Nov. 5, 2019.
4. Orientation is based on GPS observation, Grid North, as referenced to MS State Plane Coordinate System, East Zone.
5. Location of existing subdivision lines based upon monuments from on the interior of McInnis, Mitchell, & Longre Subdivision.

STATE PLANE DATA

State Plane Zone: MS East-2301
Datum: NAD 1983
Combined Factor: 0.99997228
Convergence Angle: -0° 13' 55.65"
Reference Point: Northwest Corner of Lot 13, Block 6

REFERENCE MATERIAL:

1. McInnis, Mitchell, & Longre Subdivision Plat in the City of Hattiesburg
2. Forrest County Tax Maps
3. Quitclaim Deed Bk 1081, PG 685



PRELIMINARY - PINS NOT SET

Clearpoint
CONSULTING ENGINEERS, P.A.

6652 US Highway 98 | Hattiesburg, MS 39402
t 601.261.2609 | f 601.261.5573 | clearpointengineers.com



Right-of-Way Survey

Josie McKorkle
PPIN: 22075

CCE NO: 76242036
SCALE: 1" = 40'
DATE: 11/30/2019
CHECKED: RTB
DRAWN: JCR
SHEET 1 OF 1

Drawing Location: S:\76242036\dwg\PLATS\76242036-PLATS.dwg

Tax Data

4/9/2020

Delta Computer Systems

Forrest County Mississippi



Delta Computer Systems, Inc.

Property Link FORREST COUNTY, MS

Current Date 4/ 9/2020

Tax Year 2019

Records Last Updated 4/ 9/2020

PROPERTY DETAIL

OWNER MCKORKLE JOSIE WILLIAMS **ACRES : **NA****
822 RICHBURG RD **LAND VALUE : 1130**
IMPROVEMENTS : **NA**
HATTIESBURG MS 39402 **TOTAL VALUE: 1130**
ASSESSED : 170

PARCEL 2-037D-14-150.00

ADDRESS 700 GREELY STREET

TAX INFORMATION

YEAR 2019	TAX DUE	PAID	BALANCE
COUNTY	11.06	11.06	0.00
CITY	9.03	9.03	0.00
SCHOOL	10.90	10.90	0.00
TOTAL	30.99	30.99	0.00

LAST PAYMENT DATE 2 / 1 / 2020

MISCELLANEOUS INFORMATION

EXEMPT CODE	LEGAL	LT 13 BLK 5
HOMESTEAD CODE	None	PREV #:H0656-05-013
TAX DISTRICT	1110	4/91 650/245
PPIN	022075	MCINNIS, MITCHELL, & LONGRE
SECTION	14	
TOWNSHIP	04N	
RANGE	13W	

Book **Page**

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES

Year	Sold To	Redeemed Date/By
NO TAX SALES FOUND		

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Photograph Addendum

Owner	Josie McKorkle					
Property Address	Hall Avenue					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



View of Subject



View of Hall Avenue



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, November 17, 2020

Re: Adopt resolution declaring a portion of property identified as Forrest County Parcel No. 2-037D-14-128.00 (PPIN 022074) necessary for public use and authorizing any and all proceedings necessary to acquire the aforementioned property pursuant to *Miss. Code Ann. 21-37-47*, as amended.
File Number: 2020-828
Minute Book #

Summary

Adopt resolution declaring a portion of property identified as Forrest County Parcel No. 2-037D-14-128.00 (PPIN 022074) necessary for public use and authorizing any and all proceedings necessary to acquire the aforementioned property pursuant to *Miss. Code Ann. 21-37-47*, as amended.

Recommendation Statement

I recommend approval of this item.

Please place this on the November 17, 2020 City Council meeting for consideration.

RESOLUTION AND ORDER TO CONDEMN

WHEREAS, upon careful consideration, the City of Hattiesburg, Mississippi (hereinafter “City”), acting by and through the City Council, has determined it to be in the best interests of the citizens of the City to construct and widen streets as a part of the Hall Avenue Overpass Project, located within the City limits; and

WHEREAS, to accomplish this project, the City finds it necessary to acquire for public use certain property belonging to the following landowners or their successors in title and/or other parties interested in said property as is more particularly described above and in the construction plans for said project, which plans are made a part hereof by reference; and

WHEREAS, the appraisal of said property was approved by the City Council on May 19, 2020 and a Fair Market Value Offer in this amount was made, which has not been accepted.

Michael Bethley
Forrest County Parcel No. 2-037D-14-128.00
PPIN 022074

NOW, THEREFORE, LET IT BE KNOWN THAT City does hereby declare said property necessary for public use and orders that it be condemned if an agreement is not reached, and further that the City authorizes and requests that its attorney and/or other necessary professionals institute any and all proceedings necessary to acquire the above-described property for public use.

In support of this Resolution and Order to Condemn, the City acknowledges and declares its eligibility to obtain the necessary right of way through eminent domain by virtue of the authority granted it in *Miss. Code Ann.* § 21-37-47, as amended.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 17th day of November 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor,
this the 17th day of November 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

RESOLUTION AND ORDER TO CONDEMN

WHEREAS, upon careful consideration, the City of Hattiesburg, Mississippi (hereinafter “City”), acting by and through the City Council, has determined it to be in the best interests of the citizens of the City to construct and widen streets as a part of the Hall Avenue Overpass Project, located within the City limits; and

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Michael Bethley
Forrest County Parcel No. 2-037D-14-128.00
PPIN 022074

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 17th day of November 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor,
this the 17th day of November 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

APPRAISAL OF PROPERTY AT

HALL AVENUE

PIN # 022074

HATTIESBURG, MS

LIGHTSEY & ASSOCIATES

P.O. Box 15489
Hattiesburg, MS 39404
(601) 584-6260

April 9, 2020

Mr. Lamar Rutland
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

RE: Appraisal of property at Hall Avenue,
Hattiesburg, MS

Dear Mr. Rutland:

In accordance with the your request, I have made an inspection and investigation of the property located on Hall Avenue, Hattiesburg, Mississippi, for the purpose of forming an opinion of the Market Value, in fee simple, as of April 8, 2020, the effective date of the appraisal being the date the subject property was last inspected. The value opinion is both before and after the taking of a 768 square foot parcel (.02 acre) in conjunction with the Hall Avenue railroad overpass by the City of Hattiesburg and noting damages to the remainder, if any.

Market Value is defined as the most probable price in cash, terms equivalent to cash, or in other precisely revealed terms, for which the property will sell in an open and competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self interest, and assuming that neither is under undue duress.

NEIGHBORHOOD DESCRIPTION

The subject area lies to the southeast of downtown Hattiesburg and is located east of Williams Street and the Canadian National Railway right of way. The general area contains a wide age range of properties that range from commercial/retail uses to single-family dwellings and multi-family dwellings. The subject is in relative close proximity to public schools, shopping and employment centers, and medical facilities. The new Hattiesburg Law Enforcement Complex is under construction on Hall Avenue at the southern end of Bay Street. The majority of properties in the area are in excess of fifty years old.

SITE DESCRIPTION

The subject site is located on the southerly side of Hall Avenue at the southeasterly corner of Hall Avenue and Lincoln Street. It has a frontage of 80 feet on Hall Avenue and extends to a depth of 50 feet along Sullivan Street. The site is rectangular in shape and contains approximately 4,000 square feet. The site is at or above street grade, and appears to have adequate utility for use a single unit dwelling site. The property does appear to lie in a designated flood area, though this is subject to certification by a professional engineer or surveyor. All public utilities area connected or available to the site. A survey and plat map are included in the addenda of this report in order to assist the reader in visualizing the property. There were no adverse soil or subsoil conditions observed; however, no soil tests have been made as a part of this report. The property is zoned R-1C, Single Unit Residential, by the zoning authorities of the City of Hattiesburg. The City of Hattiesburg intends to take a 768 square foot rectangularly shaped parcel along Hall Avenue. Following the taking, the subject site will be effectively reduced in size to 3,232 square feet. Access and utility will remain essentially the same as in the before condition.

IMPROVEMENTS DESCRIPTIONS

There are no known improvements on the subject property.

PROPERTY HISTORY

The subject property appears to have been under the present ownership for in excess of three years. The subject property is not known to be listed for sale nor under contract.

TAXES

The total taxes for the subject property for 2019 are \$30.99. The total true value (tax value) of the property is \$1,130.00 with an assessed value of \$170.00.

HIGHEST AND BEST USE

In order to estimate the Highest and Best Use of the subject, the surrounding property uses as well as the four tests of Highest and Best Use were considered. These are 1)physically possible, 2)legally permissible, 3)financially feasible, and 4)maximally productive. After considering these factors, the Highest and Best Use of the site as vacant is estimated to be for a single unit house site, in both the before and after conditions.

INTENDED USE AND SCOPE OF THE APPRAISAL

This appraisal is intended to assist the client, Mr. Lamar Rutland of the City of Hattiesburg, in forming an opinion of value of the subject property both before and after the taking of a 1,049 square foot parcel by the City for road widening. In preparing this appraisal, the appraiser inspected the subject site; gathered information on comparable land sales and listings, confirmed and analyzed the data and applied the Sales Comparison Approach to value. As only the land was considered in this appraisal, this was the only approach deemed applicable to the subject's valuation.

APPRAISAL PROCESS

In good appraisal practice, three approaches to value are normally used to arrive at a value conclusion for a given property. These approaches are the Sales Comparison Approach, the Cost Approach, and the Income Approach. The Sales Comparison Approach is based on deriving a value indication by comparing properties that have been sold recently to the subject property and adjusting the sales price of the comparables for any basic differences. The Income Approach considers the present value of the future benefits of income and ownership. To estimate the income potential of the subject, comparable rents are obtained and reconciled to the subject, then a deduction is made for anticipated expenses. The resulting net income is then capitalized into value using a rate supported by market data. The Cost Approach provides a value indicator based on the cost to reproduce the improvements less any observed depreciation. The value estimate of the land developed through the Sales Comparison Approach is then added to the depreciated value estimate of the Improvements. As noted above, the appraiser has utilized the Sales Comparison Approach only as the land only is considered in this appraisal report.

LAND SALES

The following vacant land sales were utilized to arrive at opinion of value for the subject site.

LAND SALE NO. 1

Location: Walnut Street, Hattiesburg
Date: 04/07/2016
Price: \$20,000
Size: 18,270 sq ft
Price/SF: \$1.09
Zoning: R-1A, Single Unit Residential
Confirmation: MLS # 103560/Re/Max Real Estate
Comments: Located just south of Southern Avenue on Walnut Street.
Generally level vacant site.

LAND SALE NO. 2

Location: North 24th Avenue., Hattiesburg
Date: 04/07/2017
Price: \$22,000
Size: 36,940 sq ft
Price/SF: \$.60
Zoning: R-1B, Single Unit Residential
Confirmation: MLS # 107417/Coldwell Banker
Comments: Corner of North 24th and Quinn Street.
Vacant site purchased for future development.

LAND SALE NO. 3

Location: South 21st Avenue , Hattiesburg

Date: 06/30/2015

Price: \$10,000

Size: 15,000 sq ft

Price/SF: \$.67

Zoning: R-1A, Single Unit Residential

Confirmation: MLS # 101179/Realty Executives

Comments: Located just south of Hardy Street. Vacant site purchased for future development.

The above lot sales indicate an unadjusted range in value from \$.60 to \$1.09 per square foot. All are in the subject market segment. The subject area is virtually fully developed and there are very few vacant sites that are available for sale. Research of the market found these sales to be the most recent and relevant to the subject's valuation. Sale 1 was given the most reliance due to time and location. After considering time, size, location, topography, the subject's location in a flood zone, and other pertinent factors, the value opinion of the subject site is \$.80 per square foot. Thus the value of the subject is:

BEFORE VALUE

4,000 sf @ \$.80 = \$3,200.00

AFTER VALUE

3,232 sf @ \$.80 = \$2,360.00

Value Before Taking	\$3,200.00
Value After Taking	\$2,585.00
Damages	\$ -0-
Just Compensation Due Owner	\$ 615.00
Rounded	\$ 620.00

I appreciate the opportunity to prepare this appraisal report for you. Should you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely

Stan Lightsey

Stan Lightsey
RA-16

ADDENDA

APPRAISER'S CERTIFICATION

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

- the statements contained in this report are true and correct.**
- the reported analyses, opinions, and conclusions are limited only by the reporting assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.**
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved unless otherwise stated.**
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.**
- my engagement in this assignment was not contingent upon developing or reporting predetermined results.**
- My compensation for completing this assignment is not contingent upon the developing or reporting of a predetermined value or a direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.**
- no one provided significant appraisal assistance to the person signing this appraisal unless otherwise noted.**
- unless otherwise noted, the person signing this report has not performed an appraisal or rendered any other service regarding the subject property in the past three years.**
- The Appraisal Institute conducts a voluntary re-certification process for its designated members. I am currently certified under this program.**

Stan Lightsey

**Stan Lightsey
RA-16**

UNDERLYING ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is subject to the following limiting conditions:

The legal description furnished is assumed to be correct.

No responsibility is assumed for matters of a legal character nor does the appraiser render any opinion as to title which is assumed to be good. All existing liens and encumbrances have been disregarded unless otherwise noted and the property is appraised as though free and clear and under responsible ownership and competent management.

The appraiser believes to be accurate the information provided by others; but assumes no responsibility for its accuracy.

Possession of this report, or a copy thereof, does not carry with it the right of publication, and neither all nor any part of the contents of this report may be disseminated to the public through media of any type nor may be used for any other purpose other than that specified in the engagement by the client without the previous written consent of the appraiser and client particularly as to the value conclusions, the identity of the appraiser or the firm with which he is employed, or to the SRA designation of The Appraisal Institute.

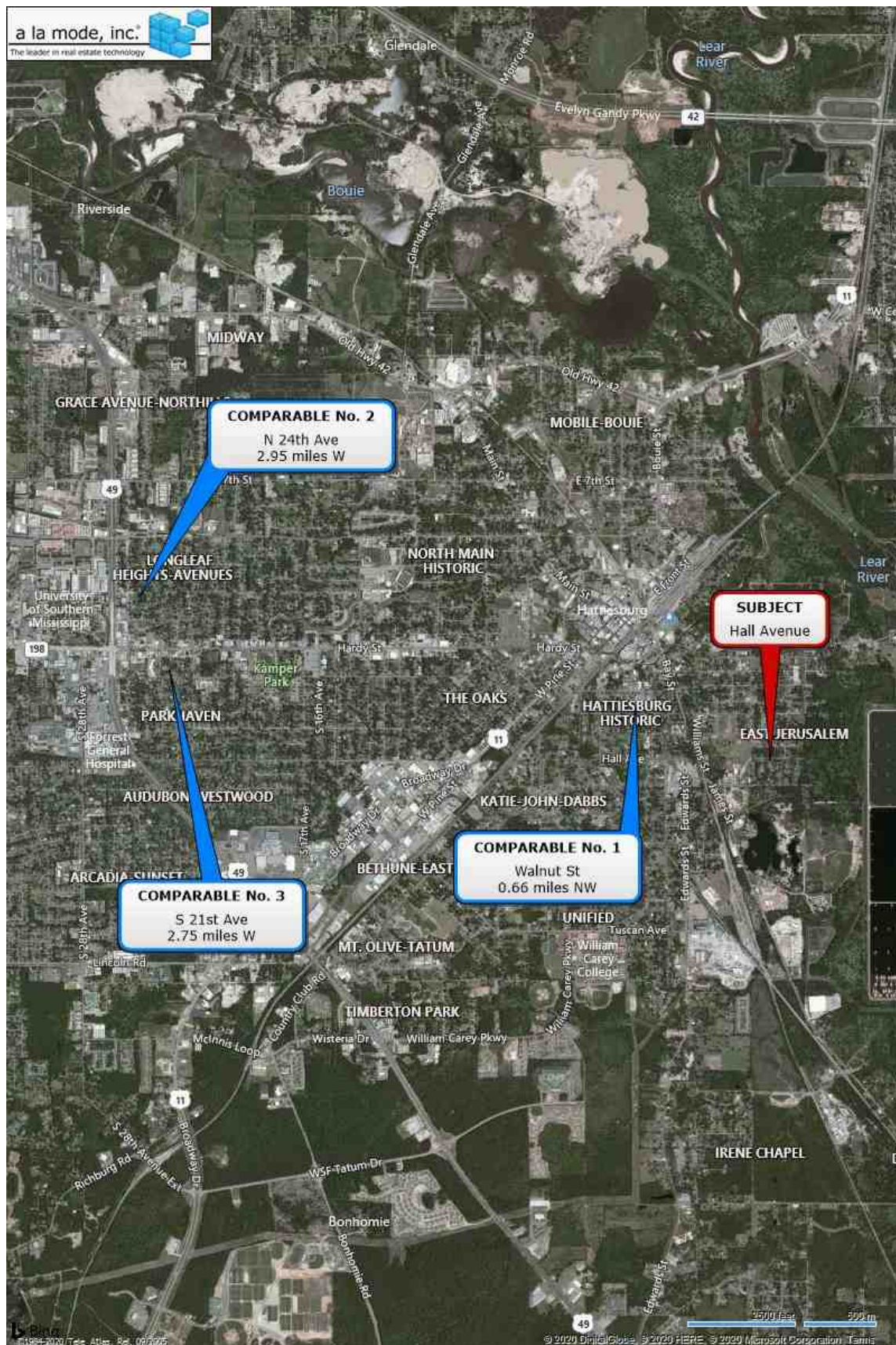
The appraiser will not be required to give testimony or appear in court by reason of this appraisal, with reference to the property in question, unless prior arrangements have been made.

The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.

Unless otherwise stated in this report, the existence of hazardous substances, including but not limited to asbestos, poly-chlorinated biphenyls, petroleum leakage, mold, or agricultural chemicals; which may or may not be present on the property, or other environmental conditions; were not called to the attention of nor did the appraiser become aware of such during the inspection of the property. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser is not an expert in the environmental field and is not qualified to test for such substances or conditions. If the presence of hazardous substances or environmental conditions may affect the value of the property, the value opinion is predicated on the assumption that there is no such condition in or on the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for such conditions; nor for any expertise or knowledge required to discover them. The client is advised to retain an expert in the field of environmental impact on real estate if such conditions are suspected.

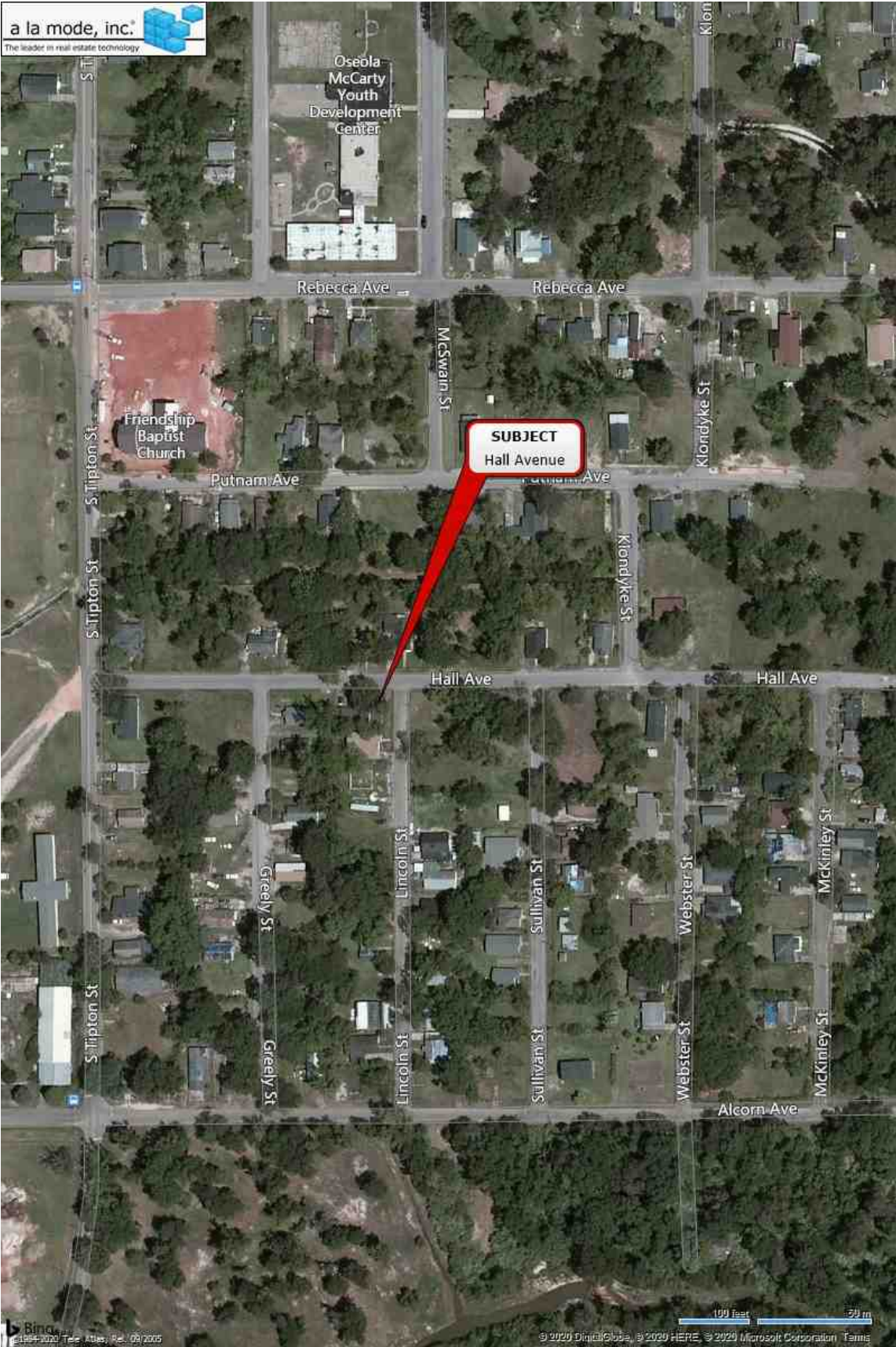
Location Map

Owner	Michael Bethley						
Property Address	Hall Avenue						
City	Hattiesburg	County	Forrest	State	MS	Zip Code	39401
Client	City of Hattiesburg						



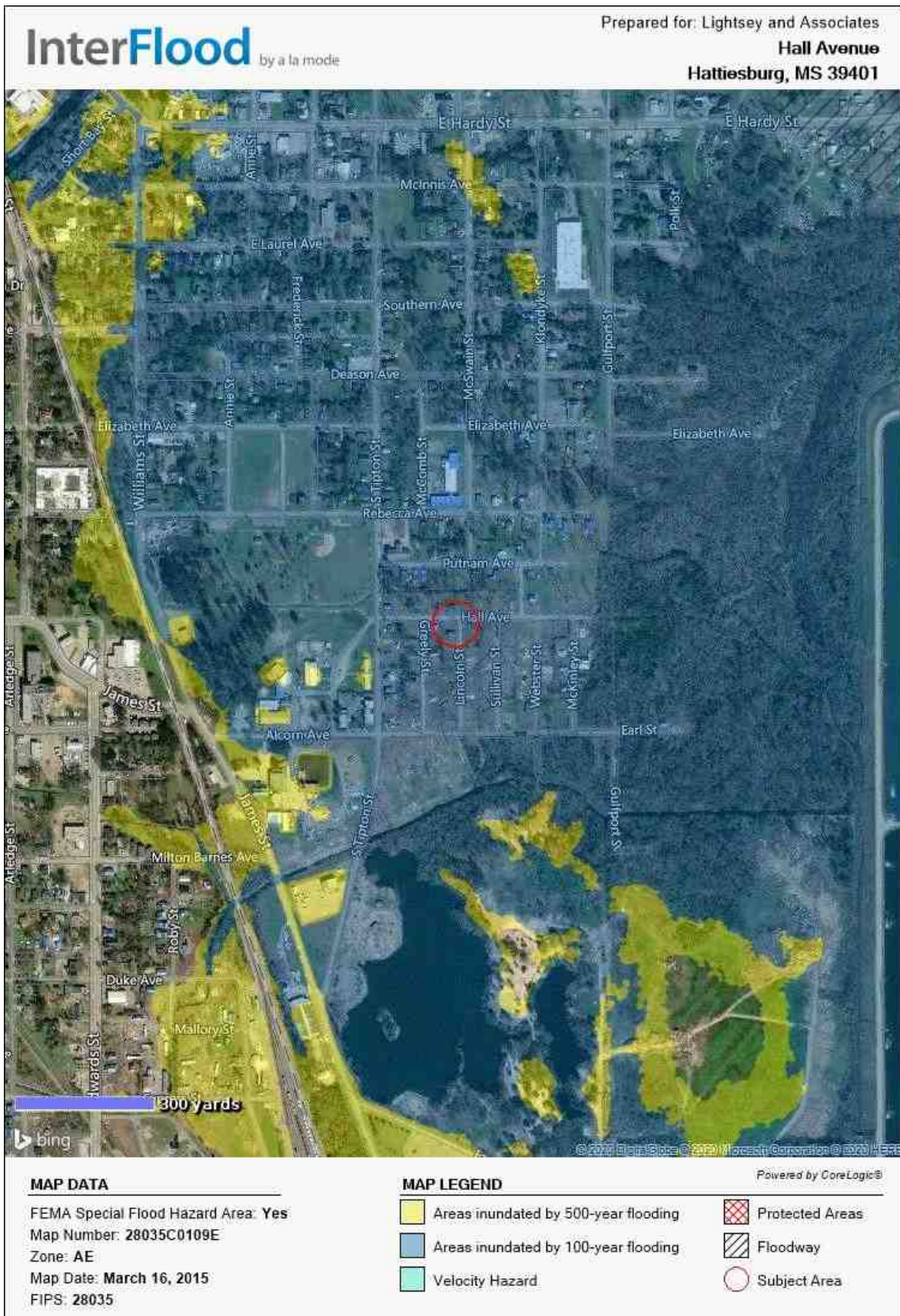
Location Map

Owner	Michael Bethley					
Property Address	Hall Avenue					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



Flood Map

Owner	Michael Bethley					
Property Address	Hall Avenue					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



Plat Map



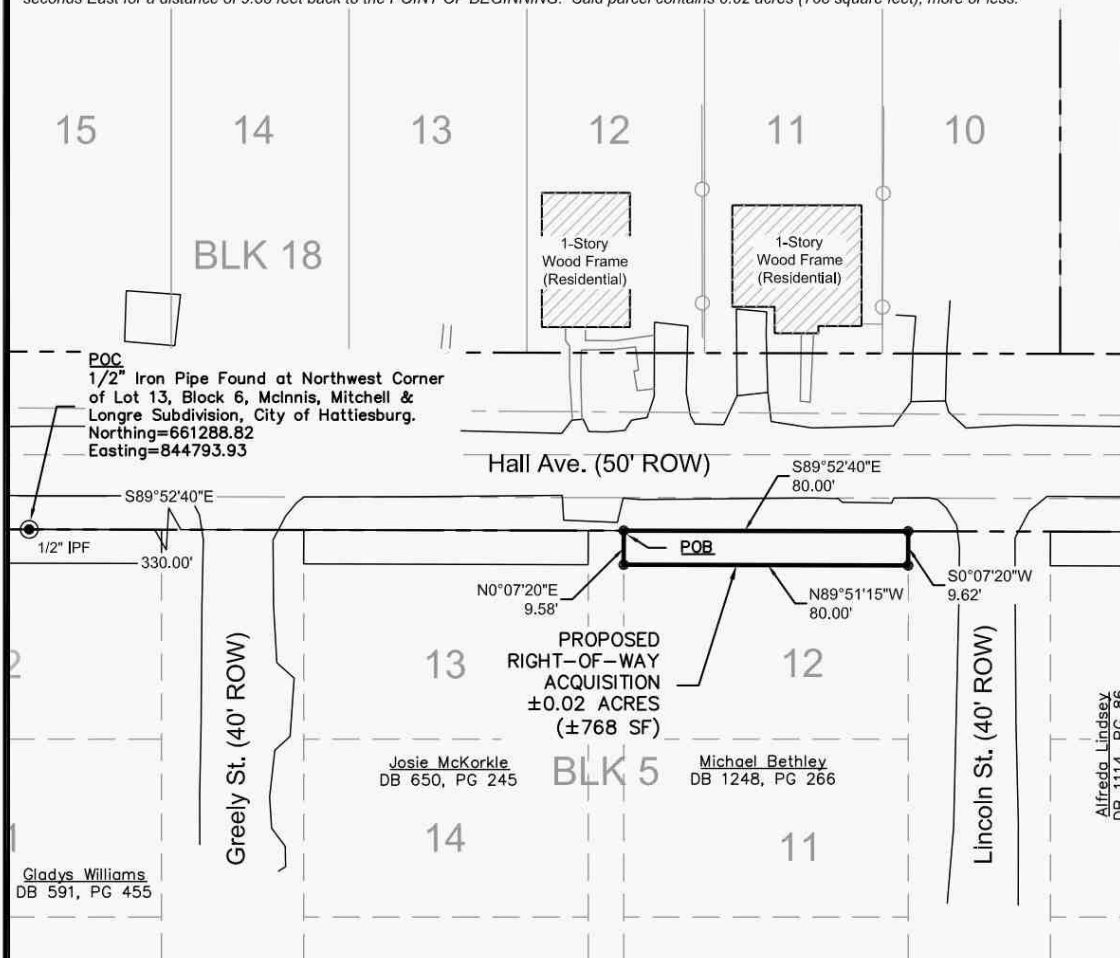
Survey

Michael Bethley - +/-0.02 Ac.

LEGAL DESCRIPTION (Proposed Right-of-Way Acquisition)

A parcel of land being part of Lot 12 of Block 5 of McInnis, Mitchell & Longre Subdivision, City of Hattiesburg, Forrest County, Mississippi, as per map or plat thereof on file in the office of Chancery Clerk of Forrest County, Mississippi, being more particularly described as follows:

Commencing at a found 1/2" iron pipe at the Northwest Corner of Lot 13 of Block 6 of Said McInnis, Mitchell & Longre Subdivision, City of Hattiesburg, Mississippi; thence run and along the southern right-of-way boundary of Hall Avenue South 89 degrees 52 minutes 40 seconds East for a distance of 330.00 feet to Northwest Corner of said Lot 12 of Block 5, said point also being the Point of Beginning; thence continue and along said southern right-of-way boundary South 89 degrees 52 minutes 40 seconds East for a distance of 80.00 feet to Northeast Corner of said Lot 12 of Block 5; thence leaving said southern right-of-way boundary and along the western right-of-way boundary of Lincoln Street, run South 00 degrees 07 minutes 20 seconds West for a distance of 9.62 feet; thence leaving said western right-of-way boundary run, North 89 degrees 51 minutes 15 seconds West for a distance of 80.00 feet to a point on the western boundary of said Lot 12, Block 5; thence run and along said western boundary North 00 degrees 07 minutes 20 seconds East for a distance of 9.58 feet back to the POINT OF BEGINNING. Said parcel contains 0.02 acres (768 square feet), more or less.



NO TITLE REPORT PROVIDED

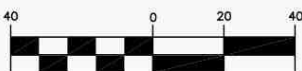


LEGEND:

BK
PG
CTP
MPF
IPF
POB
POC
UTL
MON

PROPOSED RIGHT-OF-WAY
BOOK
PAGE
FOUND CRIMP-TOP PIPE
FOUND METAL PIPE
FOUND IRON ROD
SET 1/2" IRON REBAR
POINT OF BEGINNING
POINT OF COMMENCEMENT
UTILITY POLE
MONUMENT FOUND

GRAPHIC SCALE



(IN FEET)

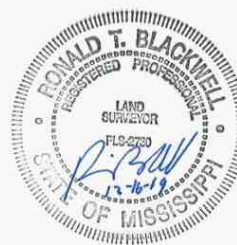
1 inch = 40 ft.

NOTES:

1. Class "B" Survey.
2. No Additional Record Search for Easements was Conducted.
3. Date of Field Survey: Nov. 5, 2019.
4. Orientation is based on GPS observation, Grid North, as referenced to MS State Plane Coordinate System, East Zone.
5. Location of existing subdivision lines based upon monuments from on the interior of McInnis, Mitchell, & Longre Subdivision.

STATE PLANE DATA

State Plane Zone: MS East-2301
Datum: NAD 1983
Combined Factor: 0.99997228
Convergence Angle: -0° 13' 55.65"
Reference Point: Northwest Corner of Lot 13, Block 6



REFERENCE MATERIAL:

1. McInnis, Mitchell, & Longre Subdivision Plat in the City of Hattiesburg
2. Forrest County Tax Maps
3. Quitclaim Deed Bk 650, PG 245
4. Quitclaim Deed Bk 1248, PG 266

PRELIMINARY - PINS NOT SET

Clearpoint
CONSULTING ENGINEERS, P.A.

6652 US Highway 98 | Hattiesburg, MS 39402
t 601.261.2609 | f 601.261.5573 | clearpointengineers.com



Right-of-Way Survey

Michael Bethley
PPIN: 22074

CCE NO: 76242036

SCALE: 1" = 40'

DATE: 11/30/2019

CHECKED: RTB

DRAWN: JCR

SHEET 1 OF 1

Drawing Location: S:\76242036\dwg\PLATS\76242036-PLATS.dwg

Tax Data

4/9/2020

Delta Computer Systems

Forrest County Mississippi



Delta Computer Systems, Inc.

Property Link FORREST COUNTY, MS

Current Date **4/ 9/2020**

Tax Year 2019

Records Last Updated **4/ 9/2020**

PROPERTY DETAIL

OWNER BETHLEY L D & MICHAEL
50 ED FAIRLEY RD
PETAL MS 39465

ACRES : **NA**
LAND VALUE : 1130
IMPROVEMENTS : **NA**
TOTAL VALUE: 1130
ASSESSED : 170

PARCEL 2-037D-14-128.00
ADDRESS 1215 HALL AVENUE

TAX INFORMATION

YEAR 2019	TAX DUE	PAID	BALANCE
COUNTY	11.06	11.06	0.00
CITY	9.03	9.03	0.00
SCHOOL	10.90	10.90	0.00
TOTAL	30.99	30.99	0.00

LAST PAYMENT DATE 1 / 8 / 2020

MISCELLANEOUS INFORMATION

EXEMPT CODE
HOMESTEAD CODE None
TAX DISTRICT 1110
PPIN 022074
SECTION 14
TOWNSHIP 04N
RANGE 13W

LEGAL LT 12 BLK 5
PREV #:H0656-05-012
MCINNIS, MITCHELL, & LONGRE
B 1248 P 266 02/07/2017

Book 1248 **Page** 266

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES

Year	Sold To	Redeemed Date/By
2017	MOORE YOLANDA	2/ 7/2019 BETHLEY MICHAEL

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Photograph Addendum

Owner	Michael Bethley					
Property Address	Hall Avenue					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



View of Subject



View of Hall Avenue



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, November 17, 2020

Re: Adopt a Resolution declaring certain vehicles & equipment as surplus (per attached memo) and authorize sale of said vehicles & equipment at auction and remove from the City's inventory of the Parks and Recreation Department.

File Number: 2020-806
Minute Book #

Summary

Adopt a Resolution declaring certain vehicles & equipment as surplus (per attached memo) and authorize sale of said vehicles & equipment at auction and remove from the City's inventory of the Parks and Recreation Department.

Recommendation Statement

Please place this on the November 17, 2020 City Council meeting for consideration.

RESOLUTION

WHEREAS, the City of Hattiesburg finds and determines that certain items (per attached list) is no longer needed for municipal or related purposes and is not to be used in the future operation of the City; and

WHEREAS, the Governing Authorities of the City of Hattiesburg are authorized and empowered in their discretion to dispose of said equipment in accordance with appropriate Miss Code statutes; and

WHEREAS, the Governing Authorities of the City of Hattiesburg desire to sell said assets at auction.

NOW, THEREFORE, BE IT RESOLVED that the Hattiesburg City Council does hereby declare surplus the following equipment, as per attached memo.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, on this the 17th day of November, A.D., 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, the 17th day of November., 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

MEMORANDUM

TO: Mayor and Council

FROM: John McLemore, Recreation Maintenance, General Manager

DATE: 10/20/2020

RE: Surplus Equipment/Vehicles

This memo is to request that the equipment/vehicles listed below be declared surplus, removed from inventory, and sold at auction.

*Interior and Exterior Damages includes missing door, missing door handles, missing tail lights, damages inside and outside of the vehicle declaring the item inoperable

Unit #	Description	Reason for Auction
7382	1992 Chevrolet ½ Ton Pickup Truck	Item is inoperable: Int.&ext. damage
8667	1995 Ford F250 ¾ Ton Pickup Truck	Unable to repair: parts discontinued
8937	1996 Ford F150 ½ Ton Pickup Truck	Item inoperable: Engine burned up
15928	2006 Dodge Caravan Van	Item is inoperable: Motor went out
5591	1988 Chevrolet ½ Ton Pickup Truck	Item is inoperable: Int &Ext. Damage
9213	1996 Chevrolet ½ Ton Pickup Truck	Item is inoperable: Int&Ext damages
9167	1996 Ford F250 ¾ Ton Pickup Truck	Item is inoperable: Int &Ext damages
11213	1999 Ford F250 ½ Ton Pickup Truck	Item is inoperable: interior inoperable
20232	Hustler Commercial Mower w/35 HP	Item is inoperable: Motor went out
18866	Hustler 35hp Kawasaki 72" Mower	Item is inoperable: Motor went out
15794	72" Deck Landpride Finishing Mower	Item is inoperable: Motor went out
17998	Mower Kawasaki 72" Super Z Hustler	Item is inoperable: Caught on fire

Thank you,

If you need additional information please feel free to contact me at Ext. 4667



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, November 17, 2020

Re: Adopt Resolution requesting that the Mississippi Department of Transportation initiate the Norfolk Southern Rail Spur, Hall Avenue Overpass East, Hall Avenue Overpass West and Dynamic Message Signs projects as components of the Hattiesburg Downtown Railroad Innovation Project that was the BUILD grant application the City was awarded.
File Number: 2020-814
Minute Book #

Summary

Adopt Resolution requesting that the Mississippi Department of Transportation initiate the Norfolk Southern Rail Spur, Hall Avenue Overpass East, Hall Avenue Overpass West and Dynamic Message Signs projects as components of the Hattiesburg Downtown Railroad Innovation Project.

Recommendation Statement

I recommend this resolution be adopted.

Please place this on the November 17, 2020 City Council meeting for consideration.

**CITY OF HATTIESBURG, MISSISSIPPI
RESOLUTION TO INITIATE THE
HATTIESBURG DOWNTOWN RAILROAD INNOVATION
PROJECT**

WHEREAS, the City of Hattiesburg requests that the Mississippi Department of Transportation initiate Norfolk Southern Rail Spur, Hall Avenue Overpass East, Hall Avenue Overpass West and the Dynamic Message Signs projects described herein as components of the Hattiesburg Downtown Railroad Innovation Project; and

WHEREAS, the project will consist of four components: a grade separation over the Canadian National rail line; a grade separation over the Norfolk Southern rail line; a new spur/connection track to improve freight movements in and out of a Norfolk Southern rail yard to reduce blocked crossings; and innovative ways to notify drivers via dynamic message signs and mobile mapping applications about blocked crossings and the presence of trains so that drivers may re-route; and

WHEREAS, the total cost of all of the projects is estimated to be \$26,600,000; and

WHEREAS, the City of Hattiesburg understands that the Federal Funds received from the CRISI grant available for this project are \$5,397,300; and

WHEREAS, the City of Hattiesburg understands that the Federal Funds received from the BUILD grant available for this project are \$13,223,900.

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

The Mayor and City Council request that the Mississippi Department of Transportation initiate Norfolk Southern Rail Spur, Hall Avenue Overpass East, Hall Avenue Overpass West and the Dynamic Message Signs projects as components of the Hattiesburg Downtown Railroad Innovation Project.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 17th day of November 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of November 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, November 17, 2020

Re: Approve Professional Services Agreement with Right of Way Technology, Inc. for relocation services related to the Hall Avenue Improvements East project and authorize the Mayor to execute in duplicate.
File Number: 2020-829
Minute Book #

Summary

Approve professional services agreement with Right of Way Technology, Inc. for relocation services related to the Hall Avenue Improvements East project; Authorize Mayor to execute in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the November 17, 2020 City Council meeting for consideration.

City of Hattiesburg, MS
Hall Avenue

Fee Proposal for Right of Way Right-of-Way Services
Right of Way Technology, Inc.
593 Risber Road I Carthage, MS 39051 I (601) 650-0800

November 7, 2020

	Estimated Number of Parcels / Files	Cost per Parcel / File	Estimated Total Cost
Option 1 - Provide Acquisition and Relocation Assistance Services			
Acquisition	1	\$ 3,200	\$ 3,200
Relocation Assistance	2	\$ 5,500	\$ 11,000
Option 1 Total of all Charges			\$ 14,200
Option 2 - Provide Relocation Assistance Services Only			
Relocation Assistance	2	\$ 6,600	\$ 13,200
Option 2 Total of all Charges			\$ 13,200

**LETTER OF ENGAGEMENT
TO PROVIDE
RELOCATION ASSISTANCE ADVISORY SERVICES**

FOR

**CITY OF HATTIESBURG, MISSISSIPPI
WIDENING OF HALL AVENUE**

NOVEMBER 17, 2020

Right of Way Technology, Inc. proposes to provide relocation assistance advisory services at a fee of \$6,600 per relocation file for the widening of Hall Avenue. Two relocation displacements are anticipated for the acquisition of Stone Properties, LLC for total relocation assistance advisory fees of \$13,200. The scope of work includes:

- Moving, searching, and reestablishment relocation assistance advisory services for the displaced business landlord.
- Moving and replacement housing relocation assistance advisory services for the displaced residential tenant.

Relocation assistance advisory services will be provided in accordance with MDOT's Local Public Agency Right of Way Operations Manual. The City of Hattiesburg is responsible for approval and payment of eligible relocation expenses to displaced persons.

I certify that this letter of engagement is true, correct, and will remain in effect for completion of the relocation assistance services.



Right-of-Way Technology, Inc.
Mark Dye, President
593 Risher Road
Carthage, MS 39051
601-650-0800

*Submitted to Randy Pope on 11/09/20
randypope@popelaw.com*

Approved: City of Hattiesburg, MS
By: Toby Barker, Mayor



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, November 17, 2020

Re: Approve Purchase Agreement with Bogue Homo Mitigation Bank for mitigation credits required by U.S. Army Corps of Engineers Permit SAM-2019-0547-AMR for the Hall Avenue Improvements East project for the amount of \$37,594.00; Authorize Mayor to execute said agreement in duplicate and issue manual check in payment thereof.
File Number: 2020-817
Minute Book #

Summary

Approve purchase agreement with Bogue Homo Mitigation Bank for mitigation credits required by U.S. Army Corps of Engineers Permit SAM-2019-0547-AMR for the Hall Avenue Improvements East project for the amount of \$37,594.00; Authorize Mayor to execute said agreement in duplicate; Authorize issuance of manual check in payment thereof.

Recommendation Statement

I recommend approval of this item.

Please place this on the November 17, 2020 City Council meeting for consideration.

BOGUE HOMO MITIGATION BANK MITIGATION PURCHASE AGREEMENT

The following Purchase Agreement is made between the Bogue Homo Mitigation Bank, LLC (hereinafter BHMB) and City of Hattiesburg (hereinafter PERMITTEE).

The BHMB will provide the PERMITTEE 0.442 BLH WRAP mitigation credits and 350 stream credits to offset the impacts to 0.174 acres of low quality PFO wetland, 0.842 acres of low quality PEM/PSS wetland (previously converted from PFO), and 127.3 LF of intermittent stream as required by PERMITTEE'S U.S. Army Corps of Engineers Permit SAM-2019-0547-AMR for Hall Avenue Improvements. The impact location is in the same 8-Digit HUC as the BHMB.

The PERMITTEE will pay the BHMB a total of \$37,594 for the above-referenced mitigation credits. The BHMB will provide proof of mitigation purchase to the PERMITTEE and the USACE Project Manager upon receipt of payment. This purchase agreement is void after 60 days from the date of signature.

REMIT PAYMENT TO:

Bogue Homo Mitigation Bank, LLC
P.O. Box 1197
Laurel, MS 39441
Contact number (601-649-2007)

BOUGE HOMO MITIGATION BANK, LLC

By: 

Date: 10-28-2020

PERMITTEE

By: _____

Phone: _____ E-mail: _____

Date: _____



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, November 17, 2020

Re: Approve Letter of Engagement with Allen Engineering & Science, Inc. for services in pursuit of funding for a Watershed Master Plan and authorize the Mayor to execute the same.
File Number: 2020-822
Minute Book #

Summary

Agreement for Allen Engineering to identify and pursue resources that can fund a future Watershed Master Plan.

Recommendation Statement

I recommend consideration of this item.

Please place this on the November 17, 2020 City Council meeting for consideration.



301 West Pine Street
Hattiesburg, MS 39401
www.AllenES.com

Phone 601.583.2182
Fax 601.583.2828

October 8, 2020

Ms. Ann Jones, Chief Administrative Officer
City of Hattiesburg
Post Office Box 1898
Hattiesburg, Mississippi 39403

Reference: Proposal for Professional Services
Watershed Master Plan

Dear Ms. Jones:

Allen Engineering and Science, Inc. (AllenES) is pleased to present this proposal for identifying and securing funding for development of a Watershed Master Plan (WMP) for the City of Hattiesburg. It is our understanding that the City seeks to enhance its Federal Emergency Management Agency (FEMA) Community Rating System (CRS) ranking to provide flood insurance premium reductions for its citizens. The development of a WMP will provide the City with a decision-making tool to reduce the potential for increased flooding from future conditions including new development, redevelopment and the impacts of climate change. The WMP will identify and address existing flooding issues and identify potential future problems by providing an enhanced understanding of the watershed's behavior and reaction to future developments. The plan will be completed in accordance with the provisions of the FEMA CRS Manual. It is important to understand that since watershed boundaries do not follow political boundaries, communication and cooperation will be necessary with neighboring jurisdictions including Forrest and Lamar Counties and the City of Petal. This first step in the process will identify and secure grant funding for development of the WMP. The following outlines the scope of work for identifying and securing funding.

Scope of Work

Phase 1 –Organization and Information Gathering

Several activities need to be completed prior to the development of the actual WMP to ensure develop the plan the geographic scope of the Plan is consistent with the City's goals and objectives; to assist the City in exploring funding options to complete the plan; and to establish a project working group or task force to assist in guiding the development of the Plan. Specific tasks associated with Phase I include:



Task 1 – Project Meeting and Project Funding

AllenES will meet with the City to discuss goals, objectives, and focus areas. We will also assist the City with the identification of potential grant funding to provide financial assistance to the City for the development of the Plan. We proposed to prepare and submit two grant proposals on the City's behalf.

Task 2 – Establishment of a Local Working Group

AllenES will assist the City with the establishment of a local working group or task force to assist with development of the WMP. Representatives may include staff from the following City departments: Urban Development, Engineering, Public Works, Parks and Recreation, and Administration. Additionally, the City should consider including external representation that may involve one representative from each of the HUC12 watersheds included in the Plan and other potential stakeholders.

Task 3 – Development of a Public Outreach and Engagement Plan

Public engagement and outreach is a significant and important element in development of a WMP. AllenES will work with the City to develop a specific outreach and engagement strategy to be implemented throughout the WMP development process.

Project Schedule

AllenES will complete the proposed scope of work within eighteen months of receipt of a notification to proceed from the City. Details of the proposed eighteen-month project timeline are as follows:

Activity	Month																	
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Phase 1																		
Project Meeting and Funding Task 1																		

Proposed Project Cost

AllenES will perform the services detailed in the Scope of Work on a lump sum basis for a fee not to exceed \$5,290. The proposed project cost is inclusive of all labor, materials, and expenses necessary to complete the scope of work and is subject to our standard terms and conditions as outlined below.

Conclusion

AllenES appreciates the opportunity to submit this proposal for professional services associated with this proposed project. Our commitment is to provide high-quality, dependable, and responsive services to you. If you have any questions or require any additional information, please do not hesitate to contact me at (601) 583-2182 or via email at jestes@allenes.com.

Sincerely,
Allen Engineering and Science, Inc.



Jay C. Estes, AICP
Senior Principal Planner
Chief Administrative Officer

Project Authorization

If the project details listed above are acceptable, please sign and date below and return to AllenES. The effective date of this project will be the authorization date below.

I hereby authorize Allen Engineering and Science, Inc. to proceed with the above-referenced project. I have read and agree to the associated Terms and Conditions. In executing this authorization form, I represent that it is correct, and I certify that I have the authority to execute this authorization form on behalf of the responsible party. I understand that a digital authorization or a photocopy of this authorization will be accepted with the same authority as the original.

Authorized
By: _____

Title: _____

Company: _____

Date: _____

Signature: _____



Allen Engineering and Science Standard Terms and Conditions



Standard Terms and Conditions

1. **STANDARD OF PRACTICE.** Services performed by Allen Engineering and Science, Inc. under this agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this agreement, or in any report, opinion, document or otherwise.
2. **CHANGE OF SCOPE.** The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by the Client. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the project progresses, facts discovered may indicate that scope must be redefined. Changes in scope may warrant Additional Services which are not a part of the agreed upon compensation. These Additional Services shall be paid for by the Client in accordance with AllenES's prevailing hourly rate schedule.
3. **SAFETY.** AllenES specifically disclaims any authority or responsibility for general job site safety of persons other than AllenES employees.
4. **BILLING.** Invoices will be issued at the end of each month, payable upon receipt, unless otherwise agreed. Interest of 1.5% per month will be payable on any amounts not paid within 30 days, payment thereafter applied first to accrued interest and then to principal unpaid amount. Any attorneys' fees or other costs of collection shall be paid by the Client.
5. **TERMINATION.** Either the Client or AllenES may terminate this Agreement at any time with or without cause upon giving the other party seven (7) calendar days prior written notice. The Client shall within thirty (30) calendar days of termination pay AllenES for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.
6. **BURIED UTILITIES.** The Client will furnish to AllenES information identifying the type and location of underground improvements. The Client agrees, to the fullest extent permitted by law, to waive all claims and causes of action against AllenES and anyone for whom AllenES may be legally liable, for damages to underground improvements that result from subsurface penetration locations depicted by AllenES. The Client further agrees, to the fullest extent permitted by law, to indemnify and hold AllenES and his or her subconsultants harmless from any damage, liability or cost, including reasonable attorneys' fees and defense costs, for any property damage, injury or economic loss arising or allegedly arising from subsurface penetrations in locations authorized by the Client or from inaccuracy of information provided to AllenES by the Client, except for damages caused by the sole negligence of AllenES in his or her use of Client furnished information.
7. **CONSEQUENTIAL DAMAGES.** Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or AllenES, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.
8. **CONSTRUCTION PHASE SERVICES.** If AllenES is retained to provide Construction Observation services, AllenES shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The Client has not retained AllenES to make detailed inspections or to provide exhaustive or continuous project review and observation services. AllenES does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project. If the Client desires more extensive project observation or full-time project representation, the Client shall request such services be provided by AllenES as Additional Services in accordance with the terms of this Agreement.

However, if AllenES is retained to provide construction observation or Construction Management services without performing Design services, it is understood and agreed that because AllenES did not prepare the Design/Contract Documents for the project, the Client waives all claims against AllenES arising from or in any way connected with errors, omissions, conflicts or ambiguities in the Contract Documents prepared by others. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold AllenES harmless from any damage, liability or cost, (including reasonable attorney's fees and defense costs), arising from any errors or omissions contained in the plans, specifications or other Contract documents prepared by others, except for the sole negligence or willful misconduct of AllenES.

Otherwise, if AllenES is retained to provide Design services but not construction observation or Construction Management services, it is understood and agreed that AllenES's Basic Services under this Agreement do not include project observation or review of the Construction Contractor's performance or any other construction phase services, and that such services will be provided by the Client. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and supervision and waives any claims against AllenES that may be in any way connected thereto.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold AllenES harmless from any loss, claim or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of AllenES. If the Client requests in writing that AllenES provide any specific construction phase services and if AllenES agrees in writing to provide such services, then they shall be compensated for as Additional Services as provided herein.
9. **INSURANCE.** AllenES agrees to maintain (1) statutory workers' compensation insurance coverage and (2) comprehensive general liability coverage and automobile liability insurance coverage. AllenES agrees to maintain professional liability insurance in the sum of not less than



\$1,000,000 annual aggregate, on a claims-made basis, as long as it is reasonably available under standard policies at rates comparable to those currently in effect.

10. **LIMITATION OF LIABILITY.** The Client agrees that AllenES's liability shall be limited to injury or loss caused by the negligence of AllenES, its subcontractors, and/or agents hereunder. AllenES's liability for claims, damages, costs, injury or loss arising from professional errors or omissions shall not exceed the amount of the total charges for services performed.

11. **HAZARDOUS MATERIALS.** The Client agrees that AllenES neither created nor contributed to the creation or existence of any hazardous waste or materials, or toxic, radioactive, or contaminated materials ("Affected Materials") at the site, and in consideration of the substantial risks to AllenES posed by the presence or potential presence of Affected Materials on or about the project site, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless AllenES, its officers, directors, employees, agents, and independent consultants from all claims and losses, including reasonable attorneys' fees and defense costs, arising out of, or in any way connected with or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence of Affected Materials on, under or about the project site (whether by Client or any predecessor in title) or any employees, agents, contractors or subcontractors of Client or any persons at any time occupying or present on the project site.

12. **PHASE ONE ENVIRONMENTAL SITE ASSESSMENTS (ESA's).** In consideration of the substantial risks to AllenES in performing Phase One ESA's on this project, the Client agrees, to the maximum extent permitted by law, to indemnify and hold AllenES harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising out of or resulting from the performance of services under this Agreement or related in any manner whatsoever to the existence, release or disposal of toxic or hazardous substances, excepting only those damages, liabilities or costs arising directly from the sole negligence or willful misconduct of AllenES. In addition, the Client agrees, to the maximum extent permitted by law, to waive any claims against AllenES arising out of the performance of the services under this Agreement.

13. **SAMPLING AND OBSERVATION.** Client understands that sampling and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. AllenES will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce – not eliminate – project risk. AllenES has included the level of testing and observation that would be usual and customary for the scope of the project in the Scope of Services. Client is responsible (even if delegated to contractor) for requesting any additional testing services required by Client or that Client deems appropriate for the scope of the project or as a result of any special considerations with the project or project site. Further, Client is responsible for notifying and scheduling with AllenES so that AllenES can perform these Services. AllenES is not responsible for damages caused by a failure of Client to request or schedule any testing or sampling Services.

14. **SAMPLE DISPOSITION AND AFFECTED MATERIALS.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Scope of Services). Client shall furnish or cause to be furnished to AllenES all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any Affected Materials at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. In no event shall AllenES be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate government agencies.

15. **OWNERSHIP OF INSTRUMENTS OF SERVICE.** All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by AllenES as instruments of service shall remain the property of AllenES. AllenES shall retain all common law, statutory and other reserved rights, including the copyright thereto.

16. **THIRD PARTY BENEFICIARIES.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or AllenES. AllenES's services under this Agreement are being performed solely for the Client's benefit, and no other entity, including the Owner's contractors, shall have any claim against AllenES because of this Agreement or the performance or nonperformance of services hereunder.

17. **DELAYS.** If events beyond the control of Client or AllenES, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, an act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 60 days, AllenES shall be entitled to an equitable adjustment in compensation.

18. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by AllenES is supplied for the general guidance of the Client only. Since AllenES has no control over competitive bidding or market conditions, AllenES cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.

19. **ACCESS.** Client shall provide AllenES safe access to any premises necessary for AllenES to provide the Services.

20. **AMENDMENT.** This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

21. **STATUTES OF LIMITATION.** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.

22. **DISPUTE RESOLUTION.** Parties shall attempt to settle disputes arising under this Agreement by discussion between the parties' senior representatives of management. If any dispute cannot be resolved in this manner within a reasonable length of time, parties agree to attempt non-binding mediation or any other method of alternative dispute resolution prior to filing any legal proceedings. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.



23. REGULATORY REVIEWS. It is mutually understood that the actions or inactions of any regulatory, governmental or related agency or entity are beyond the control of either the Client or AllenES. Therefore, it is mutually agreed that AllenES is not responsible for any actions or inactions on the part of any regulatory, governmental, or related agency or entity that may have a negative impact on the project or AllenES' services.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones

cc:

Date: Tuesday, November 17, 2020

Re: Approve Letter of Engagement with DD Consulting, LLC., to provide conceptual master planning services related to sports and recreation opportunities for Tatum Park and authorize the Mayor to execute the same.
File Number: 2020-800
Minute Book #

Summary

Approve letter of engagement with DD Consulting, LLC., to provide conceptual master planning services related to sports and recreation opportunities for Tatum Park and authorize the Mayor to execute the same.

Recommendation Statement

I recommend the approval of this letter of engagement.

Please place this on the November 17, 2020 City Council meeting for consideration.



October 27, 2020

Toby Barker, Mayor
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 30401

Dear Mayor Barker:

Please accept this letter as my proposal to provide the City of Hattiesburg a sports and recreation opportunities conceptual plan for Tatum Park including ingress and egress points of transportation.

Project Description:

DD Consulting, LLC will set up and execute meetings with approximately twenty-five identified stakeholders (public, school, business, and city) to discuss their prospective on sports and recreation opportunities for Tatum Park. These meetings will last approximately one hour per stakeholder in conjunction with Director of Parks and Recreation, Chris McGee and/or Sid Gonsoulin, Parks and Recreation Project Manager.

Scope of Services:

These meetings are designed to provide an opportunity to discuss wants/needs for their respective areas. After the meetings, a Conceptual Master Plan will be developed from the stakeholder's input. The ideas will be incorporated into mini plans to take the stakeholder's requests into account. The mini plans will be used to create an overall conceptual plan for Tatum Park. These meetings would begin the week of November 30, 2020 and the deliverables are scheduled for March 12, 2021.

Deliverables:

DD Consulting, LLC will provide the City with an overall plan and cost estimate for implementation of the mini plans based on stakeholder input. These plans will be delivered in hard copy and digital format for the mini plans and overall conceptual plan.

Cost of Services: DD Consulting, LLC will perform the scope of services outlined for a lump sum not to exceed \$25,000.

If you have any questions or concerns about this proposal, please do not hesitate to contact me. Should the City of Hattiesburg agree with this proposal as presented, it can be executed by signing below.

Sincerely,

Approved By:

David D'Aquila



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Kermas Eaton, City Clerk

Date: Tuesday, November 17, 2020

Re: Approve Letter of Engagement with Frye Environmental to provide environmental training sessions for Urban Development/Community Development Division Staff and authorize the Mayor to execute the same in triplicate.
File Number: 2020-812
Minute Book #

Summary

Approve letter of engagement with Frye Environmental to provide environmental training sessions for Urban Development/Community Development Division Staff and authorize the Mayor to execute the same in triplicate.

Recommendation Statement

I recommend approval of this item

Please place this on the November 17, 2020 City Council meeting for consideration.



November 4, 2020

Andrew Ellard
Director of Urban Development
City of Hattiesburg
200 Forrest Street / PO Box 1898
Hattiesburg, MS 39401 / 39403

Subject: Proposal for 24 CFR Part 58 Environmental Training
City of Hattiesburg Urban Development Staff

Dear Mr. Ellard,

Per your request, I am pleased to present my proposal for 16 one-hour remote Training sessions on HUD's 24 CFR Part 58 environmental review regulations. The sessions will cover basic environmental review requirements under Part 58 as well as specific topics on the various related federal environmental laws and authorities including Historic Preservation, Floodplain Management, Site Contamination, etc. In addition, the sessions will be tailored to the City's unique needs based on the HUD activities funded under the City's current Action Plan and Comprehensive Plan as well as other Part 58 Programs including HUD's Continuum of Care Program. The training will also include exercises and staff follow-up.

The estimated costs associated with this effort are as follows:

16 one-hour Remote Training Sessions with follow-up	\$4,500
Sub-total, less taxes	\$4,500

If you have any questions, changes or additional requests, please feel free to contact me via email at sandra@frye-environmental.com or call me at 404-313-7139. Thank you for the opportunity, and don't hesitate to ask for any additional support on this project.

Best regards,

Sandy Frye – President
Frye Environmental LLC

Accepted by: _____

Date: _____



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, November 17, 2020

Re: Approve Order authorizing final acceptance of Mississippi State Aid - Department of Economic Community Development Project No. DECD-0018(34) BO and the release of the contractor from further maintenance responsibilities; authorize the Mayor to execute associated letter and order in duplicate.
File Number: 2020-820
Minute Book #

Summary

Approve Order authorizing final acceptance of Mississippi State Aid - Department of Economic Community Development Project No. DECD-0018(34) BO and the release of the contractor from further maintenance responsibilities; Authorize Mayor to execute associated letter and order in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the November 17, 2020 City Council meeting for consideration.

ORDER OF THE **CITY COUNCIL OF HATTIESBURG** ACCEPTING
THE CONTRACT FOR **DEPARTMENT OF ECONOMIC COMMUNITY DEVELOPMENT**
PROJECT NO. **DECD-0018(34) BO**

WHEREAS, the City of Hattiesburg, Mississippi awarded a contract to **Precision Construction LLC**, known as **Department Of Economic Community Development** Project No. **DECD-0018(34) BO**,

WHEREAS, the Engineer and the State Aid Engineer advise that they consider the construction portion of this contract to have been completed according to all its provisions and recommend that the Contractor be released from further maintenance responsibilities.

NOW, THEREFORE, IT IS HEREBY ORDERED by this Council that the contractor for the project designated above, be released from further maintenance responsibility under the contract, effective **October 14, 2020.**

IT IS FURTHER ORDERED that the Mayor of Hattiesburg is hereby authorized to sign, with the State Aid Engineer of the Mississippi Department of Transportation, a joint letter of formal contract acceptance to the Contractor, and that the Council Clerk transmit a certified copy of this order to the State Aid Engineer.

Mayor, City of Hattiesburg

CITY OF HATTIESBURG, MISSISSIPPI

This is to certify that the foregoing is a true and correct copy of an order passed by the City Council of Hattiesburg, Mississippi, entered into the minutes of said Council, Minute Book No. _____, Page No. _____, same having been adopted at a meeting of said Council on the _____ day of _____, 20 _____.

Council Clerk

CITY OF HATTIESBURG, MISSISSIPPI

Harry Lee James, P.E.
State Aid Engineer
P.O. Box 1850
Jackson, Mississippi 39215
Phone (601) 359-7150



OSARC
OFFICE OF
STATE AID ROAD CONSTRUCTION

112 E. Woodrow Wilson Ave
Jackson, Mississippi 39216
Fax (601) 359-7111
www.osarc.ms.gov
mail@osarc.ms.gov

October 23, 2020

Precision Construction LLC
15 Chanticleer Drive
Hattiesburg, MS 39402

Gentlemen:

RE: **DEPARTMENT OF ECONOMIC COMMUNITY DEVELOPMENT
PROJECT NO. DECD-0018(34) BO
CITY OF HATTIESBURG**

This is our formal notice that the above designated contract, including all provisions thereof, is hereby accepted and you are released from further responsibility under this contract effective upon signature of the State Aid Engineer.

Sincerely,

By: _____
Mayor, City Of Hattiesburg

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

By: _____
Harry Lee James, P. E. State Aid Engineer Date
Office of State Aid Road Construction

HLJ/EH

pc: City Of Hattiesburg
Doug Wimberly, P.E.
Westfield Insurance Co.
Materials Division, 72-01
MS Procurement Technical Assistance Program
State Tax Commission
Project File

Harry Lee James, P.E.
State Aid Engineer
P.O. Box 1850
Jackson, Mississippi 39215
Phone (601) 359-7150



412 E. Woodrow Wilson Ave.
Jackson, Mississippi 39216
Fax (601) 359-7144
www.osarc.ms.gov
mail@osarc.ms.gov

October 23, 2020

Doug Wimberly, P. E.
Neel-Schaffer
704 Hardy Street
Hattiesburg, MS 39401

Dear Sir:

RE: **DEPARTMENT OF ECONOMIC COMMUNITY DEVELOPMENT**
PROJECT NO. DECD-0018(34) BO
CITY OF HATTIESBURG

In accordance with your request, a final inspection has been made on the captioned project. We have on file the necessary certificates, reports and other related documents to formally accept this project as having been completed in accordance with the terms of the contract. The acceptance date is **October 14, 2020**.

We have prepared and enclosed for your convenience the formal acceptance documents which include [two (2) copies of each, a Board Order and a joint letter of Acceptance to the contractor. We are requesting that you present these documents to the City Council of Hattiesburg for official action. Upon execution of same, please return to Evelyn Hollins, Administrative Assistant, Office of State Aid Road Construction, P. O. Box 1850, Jackson, MS 39215-1850 one (1) copy of each, the Board Order and the joint letter of Acceptance, for the signature of the State Aid Engineer and/or the Executive Director of the Mississippi Department of Transportation.

Sincerely,

Harry Lee James, P. E.
State Aid Engineer

By: Evelyn Hollins
Administrative Assistant

Enclosure

Pc: City Of Hattiesburg
Doug Wimberly, P.E.
MS Procurement Technical Assistance Program
State Tax Commission
Project File



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, November 17, 2020

Re: Approve a scope of work and budget modification for the Mississippi Department of Archives and History (MDAH) Community Heritage Preservation Grant Memorandum of Agreement in the amount of \$102,400.00 to fund renovations at F.B. Woodley Elementary School. Total estimated project cost is \$150,100 (\$102,400 grant share/\$47,700 local share). The local share will be provided by Hattiesburg Public School District.
File Number: 2020-815
Minute Book #

Summary

MDAH Community Heritage Preservation Grant - Woodley Elementary Renovations - Scope Change Request

Recommendation Statement

I recommend approval of a scope of work and budget modification for the Mississippi Department of Archives and History (MDAH) Community Heritage Preservation Grant Memorandum of Agreement in the amount of \$102,400.00 to fund renovations at F.B. Woodley Elementary School. Total estimated project cost is \$150,100 (\$102,400 grant share/\$47,700 local share). The local share will be provided by Hattiesburg Public School District.

Please place this on the November 17, 2020 City Council meeting for consideration.



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

November 17, 2020

Mississippi Department of Archives and History
Historic Preservation Division
Attn: Ms. Lydia Charles
P.O. Box 571
Jackson, MS 39205-0571

RE: Mississippi Community Heritage Preservation Grant # CHPG#2019-010 – F. B. Woodley Elementary Renovations

Dear Ms. Charles:

I am writing to request a scope amendment of grant # CHPG#2019-010, F. B. Woodley Elementary Renovations. A scope amendment is being requested as upon further investigation, it was determined that the structural stabilization originally approved was not the greatest need at Woodley Elementary, as the building still displays a high degree of structural integrity despite the exterior and interior wall cracking. As a result, the revised scope of work described in the attached preliminary estimate document will primarily include addressing the source of water damage to the building by repairing and painting building cracks and addressing repairs needed in other areas where water is entering the building, such as windows and doors. Repairs are estimated to cost a total of \$150,100 (\$102,400 grant share/\$47,700 local share).

We greatly appreciate your consideration of this request, and look forward to hearing from you.

Sincerely,

Toby Barker
Mayor

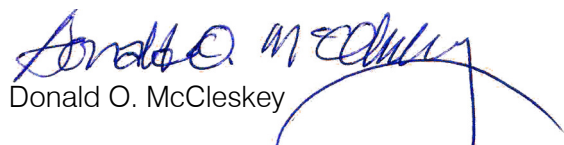


October 22, 2020

Re: Project Estimate
Mississippi Community Heritage Preservation Grant Program – Round 13
Senate Bill 3065, Laws of Mississippi, 2019
Project Number: CHPG#2019-010
F. B. Woodley Elementary Renovations (Architect's Project No. 032420)
The City of Hattiesburg

Project preliminary estimate for above referenced project:

1. Stucco Repair all exterior wall cracks and imperfections. Repair damaged stucco around exposed bolts along upper perimeter of walls (various locations) to be sealed and covered with textured coating to match existing.
.....\$ 44,250.00
 2. Remove brick planters in direct contact with building walls in south courtyard – repair exposed area to match existing.
.....\$ 7,250.00
 3. Paint all exterior walls, trim / bands and existing doors and frames. Caulk around all windows (exterior and interior), doors, aluminum frame system, bands, grilles, vents, and any other penetrations. Remove / replace storefront glass to match existing (glazing and weatherproofing).
.....\$ 75,700.00
 4. Address drainage areas indicated on drawings. Provide positive slope away from building as required (to include measures such as, re-grading, vegetation removal, french drain installation, and downspout repairs and adjustments). Clear / repair existing drainage routes (downspouts, scuppers, and subsurface drainage).
.....\$ 22,900.00
- Total preliminary estimate\$150,100.00**


Donald O. McCleskey

DONALD O. McCLESKEY, AIA, NCARB Certified

BRIAN H. JONES, NCARB Certified

McCLESKEY ASSOCIATES ... ARCHITECTS, PLLC
phone: 601.544.8994 • fax: 601.544.8969

105 Patton Avenue, Hattiesburg, Mississippi 39401
P.O. Box 449, Hattiesburg, Mississippi 39403-0449



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, November 17, 2020

Re: Approve Agreement with RJ Young for a copier located in the Building Division office for a period of 48 months at a cost of \$100.57 per month and authorize the Mayor to execute the same.
File Number: 2020-824
Minute Book #

Summary

Approve Rental Agreement between the City of Hattiesburg and RJ Young for a copier located in the MPO Division office, for a period of 48 months, at a cost of \$100.57 per month and authorize the Mayor to execute the same.

Recommendation Statement

Recommend authorization of rental agreement.

Please place this on the November 17, 2020 City Council meeting for consideration.

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by City of Hattiesburg (hereinafter referred to as Customer), and Canon (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT: separate Vendor Customer Number will be required for each specific customer/installation location.

A. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.

B. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.

C. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:

Name
Title
Address
City, State, & Zip Code

For the Customer:

Name
Title
Address
City, State, & Zip Code

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. **RECORD RETENTION AND ACCESS TO RECORDS:** The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. **EXTRAORDINARY CIRCUMSTANCES:** If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. **TERMINATION:** This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. **AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. **MODIFICATION OR RENEGOTIATION:** This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. **WARRANTIES:** Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. **E-VERIFY COMPLIANCE:** If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

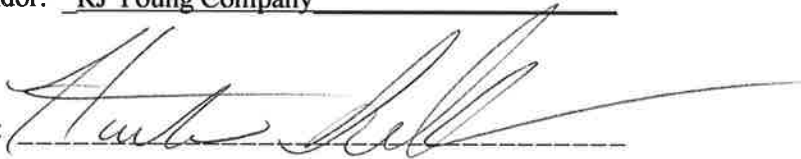
30. TRANSPARENCY: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.

31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the _____ day of _____, 20__.

Vendor: RJ Young Company

By: 

Authorized Signature

Printed Name: Hunter Sellers

Title: Account Representative

Witness my signature this the _____ day of _____, 20__.

Customer: City of Hattiesburg

By: _____

Authorized Signature

Printed Name: _____

Title: _____

**EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)**

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: State Of Mississippi Contract 8200050618

Vendor Company Name: RJ Young Company

Customer Agency Name: City of Hattiesburg

Bill to Address: 200 Forrest St., Hattiesburg, MS 39401

Ship to Address: 200 Forrest St, Hattiesburg, MS 39401

Description of Equipment, Software, or Services Price: \$100.57 Monthly

1 - Canon iR ADV DX C3725i, Inner Finisher-K1, Super G3 Fax Board-AZ1, and Cabinet Type-R.

To include all parts, labor and supplies except paper and staples.

B/W billed per click at \$0.00854

Color billed per click at \$0.04362

Rental Term: 48 Months

Start Date:

End Date:



Vendor Signature



Customer Signature



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Kermas Eaton, City Clerk

cc:

Date: Tuesday, November 17, 2020

Re: Approve Agreement between the City of Hattiesburg and Metrix Solutions for Microsoft Cloud services and Offices 365 Licenses at a monthly cost of \$1650.00 and authorize the Mayor to execute the same.
File Number: 2020-833
Minute Book #

Summary

Authorize Mayor to execute an agreement between the City of Hattiesburg and Metrix Solutions for Microsoft Cloud services and Offices 365 Licenses at a monthly cost of \$1650.00.

Recommendation Statement

I recommend approve of this Agreement.

Please place this on the November 17, 2020 City Council meeting for consideration.



We have prepared a quote for you

Office 365 Licenses - City of Hattiesburg - 10/19/20

Quote # 045871
Version 1

Prepared for:

City of Hattiesburg

Robert Friend
rfriend@hattiesburgms.com

Monthly Recurring Price

Item	Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
KSK	Exchange Online Kiosk for GCC - 1 year term - Price per User Per Month	\$2.00	\$2.00	205	\$410.00	\$410.00
EP1	Exchange Online (Plan 1) for GCC - 1 year term - Price per User Per Month	\$4.00	\$4.00	210	\$840.00	\$840.00
G3	Office 365 GCC G3 - 1 year term - Price per User Per Month	\$20.00	\$20.00	20	\$400.00	\$400.00

Recurring Subtotal: **\$1,650.00**

Subtotal: **\$1,650.00**

Office 365 Licenses - City of Hattiesburg - 10/19/20

Prepared by:

Metrix Solutions

Liz Burleson

Fax 601-510-9718

lizburleson@pileum.com

Prepared for:

City of Hattiesburg

200 Forrest Street

Hattiesburg, MS 39401

Robert Friend

rfriend@hattiesburgms.com

(601) 545-4561

Quote Information:

Quote #: 045871

Version: 1

Delivery Date: 10/19/2020

Expiration Date: 11/18/2020

Quote Summary

Description	Amount
Monthly Recurring Price	\$1,650.00
Total: \$1,650.00	

Recurring Expenses Summary

Description	Amount
Monthly Recurring Price	\$1,650.00
Recurring Total: \$1,650.00	

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Signature _____

Date _____

▶ Microsoft Cloud Agreement

Microsoft Cloud Agreement

This Microsoft Customer Agreement (the “Agreement”) is between Customer and Microsoft and consists of these General Terms, the applicable Use Rights and SLAs, and any additional terms Microsoft presents when an order is placed. This Agreement takes effect when the Customer accepts these General Terms. The individual who accepts these General Terms represents that he or she is authorized to enter into this Agreement on behalf of the Customer.

General Terms

These General Terms apply to all of Customer’s orders under this Agreement. Capitalized terms have the meanings given under “Definitions.”

License to use Microsoft Products

a. License grant. Products are licensed and not sold. Upon Microsoft’s acceptance of each order and subject to Customer’s compliance with this Agreement, Microsoft grants Customer a nonexclusive and limited license to use the Products ordered as provided in the applicable Use Rights and this Agreement. These licenses are solely for Customer’s own use and business purposes and are nontransferable except as expressly permitted under this Agreement or applicable law.

b. Duration of licenses. Licenses granted on a subscription basis expire at the end of the applicable subscription period unless renewed. Licenses granted for metered Products billed periodically based on usage continue as long as Customer continues to pay for its usage of the Product. All other licenses become perpetual upon payment in full.

c. Applicable Use Rights. For perpetual licenses, the Use Rights in effect when Customer orders a Product will apply. For subscriptions, the Use Rights in effect at the start of each subscription period will apply. Customers with subscriptions for Software may use new versions released during the subscription period subject to the Use Rights in effect when those versions are released. For metered Products billed periodically based on usage, the Use Rights in effect at the start of each billing period will apply during that period. Microsoft may update the Use Rights periodically, but material adverse changes for a particular version will not apply during the applicable license, subscription, or billing period.

d. End Users. Customer will control access to and use of the Products by End Users and is responsible for any use of the Products that does not comply with this Agreement.

e. Affiliates. Customer may order Products for use by its Affiliates. If it does, the licenses granted to Customer under this Agreement will apply to such Affiliates, but Customer will have the sole right to enforce this Agreement against Microsoft. Customer will remain responsible for all obligations under this Agreement and for its Affiliates’ compliance with this Agreement.

f. Reservation of Rights. Microsoft reserves all rights not expressly granted in this Agreement. Products are protected by copyright and other intellectual property laws and international treaties. No rights will be granted or implied by waiver or estoppel. Rights to access or use a Product on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

g. Restrictions. Except as expressly permitted in this Agreement or Product documentation, Customer must not (and is not licensed to):

- (1) reverse engineer, decompile, or disassemble any Product, or attempt to do so;
- (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms;
- (3) work around any technical limitations in a Product or restrictions in Product documentation;
- (4) separate and run parts of a Product on more than one device;
- (5) upgrade or downgrade parts of a Product at different times;
- (6) transfer parts of a Product separately; or
- (7) distribute, sublicense, rent, lease, or lend any Products, in whole or in part, or use them to offer hosting services to a third party.

h. License transfers. Customer may only transfer fully-paid, perpetual licenses to (1) an Affiliate or (2) a third party solely in connection with the transfer of hardware to which, or employees to whom, the licenses have been assigned as part of (a) a divestiture of all or part of an Affiliate or (b) a merger involving Customer or an Affiliate. Upon such transfer, Customer must uninstall and discontinue using the licensed Product and render any copies unusable. Customer must notify Microsoft of a License transfer and provide the transferee a copy of these General Terms, the applicable Use Rights and any other documents necessary to show the scope, purpose and limitations of the licenses transferred. Attempted license transfers that do not comply with this section are void.

i. Customer Eligibility. Customer agrees that if it is purchasing academic, government or nonprofit offers, Customer meets the respective eligibility requirements (<https://aka.ms/eligibilitydefinition>). Microsoft reserves the right to verify eligibility and suspend product use if requirements are not met.

Non-Microsoft Products.

Non-Microsoft Products are provided under separate terms by the Publishers of such products. Customer will have an opportunity to review those terms prior to placing an order for a Non-Microsoft Product through a Microsoft online store or Online Service. Microsoft is not a party to the terms between Customer and the Publisher. Microsoft may provide Customer's contact information and transaction details to the Publisher. Microsoft makes no warranties and assumes no responsibility or liability whatsoever for Non-Microsoft Products. Customer is solely responsible for its use of any Non-Microsoft Product.

Verifying compliance.

Customer must keep records relating to Products it and its Affiliates use or distribute. At Microsoft's expense, Microsoft may verify Customer's and its Affiliates' compliance with this Agreement at any time upon 30 days' notice. To do so, Microsoft may engage an independent auditor (under nondisclosure obligations) or ask Customer to complete a self-audit process. Customer must promptly provide any information and documents that Microsoft or the auditor reasonably requests related to the verification and access to systems running the Products. If verification or self-audit reveals any unlicensed use, Customer must, within 30 days, order sufficient licenses to cover the period of its unlicensed use. Without limiting Microsoft's other remedies, if unlicensed use is 5% or more of Customer's total use of all Products, Customer must reimburse Microsoft for its costs incurred in verification and acquire sufficient licenses to cover its unlicensed use at 125% of the then-current Customer price or the maximum allowed under applicable law, if less. All information and reports related to the verification process will be Confidential Information and used solely to verify compliance.

Privacy.

a. Personal Data. Customer consents to the processing of Personal Data by Microsoft and its Affiliates, and their respective agents and subcontractors, as provided in this Agreement. Before providing Personal Data to Microsoft, Customer will obtain all required consents from third parties (including Customer's contacts, Partners, distributors, administrators, and employees) under applicable privacy and data protection laws.

b. Location of Personal Data. To the extent permitted by applicable law, Personal Data collected under this Agreement may be transferred, stored and processed in the United States or any other country in which Microsoft or its Affiliates, or their respective agents and subcontractors, maintain facilities. Microsoft will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of Personal Data from the European Economic Area and Switzerland.

Confidentiality.

a. Confidential Information. "Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including, but not limited to, Customer Data, the terms of this Agreement, and Customer's account authentication credentials. Confidential Information does not include information that (1) becomes publicly available without a breach of a confidentiality obligation; (2) the receiving party received lawfully from another source without a confidentiality obligation; (3) is independently developed; or (4) is a comment or suggestion volunteered about the other party's business, products or services.

b. Protection of Confidential Information. Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose Confidential Information to third parties, except to its Representatives, and then only on a need-to-know basis under nondisclosure obligations at least as protective as this Agreement. Each party remains responsible for the use of Confidential Information by its

Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party. The Online Services Terms may provide additional terms regarding the disclosure and use of Customer Data.

c. Disclosure required by law. A party may disclose the other's Confidential Information if required by law, but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

d. Residual information. Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

e. Duration of Confidentiality obligation. These obligations apply (1) for Customer Data, until it is deleted from the Online Services; and (2) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

Product warranties.

a. Limited warranties and remedies.

(1) Online Services. Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during Customer's use. Customer's remedies for breach of this warranty are described in the SLA.

(2) Software. Microsoft warrants that the Software version that is current at the time will perform substantially as described in the applicable Product documentation for one year from the date Customer acquires a license for that version. If it does not, and Customer notifies Microsoft within the warranty term, Microsoft will, at its option, (a) return the price Customer paid for the Software license or (b) repair or replace the Software.

The remedies above are Customer's sole remedies for breach of the warranties in this section. Customer waives any warranty claims not made during the warranty period.

b. Exclusions. The warranties in this Agreement do not apply to problems caused by accident, abuse, or use inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, preview, or prerelease products, or to components of Products that Customer is permitted to redistribute.

c. Disclaimer. Except for the limited warranties above and subject to applicable law, Microsoft provides no other warranties or conditions for Products and disclaims any other express, implied or statutory warranties for Products, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.

Defense of third-party claims.

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

a. By Microsoft.

Microsoft will defend Customer against any third-party claim to the extent it alleges that a Product made available by Microsoft for a fee and used within the scope of the license granted under this Agreement (unmodified from the form provided by Microsoft and not combined with anything else), misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party. If Microsoft is

unable to resolve a claim of misappropriation or infringement, it may, at its option, either (1) modify or replace the Product with a functional equivalent or (2) terminate Customer's license and refund any license fees (less depreciation for perpetual licenses), including amounts paid in advance for unused consumption for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Customer's continued use of a Product after being notified to stop due to a third-party claim.

b. By Customer.

To the extent permitted by applicable law, Customer will defend Microsoft and its Affiliates against any third-party claim to the extent it alleges that: (1) any Customer Data or Non-Microsoft Product hosted in an Online Service by Microsoft on Customer's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Customer's use of any Product, alone or in combination with anything else, violates the law or harms a third party.

Limitation of liability.

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Customer was required to pay for the Products during the term of the applicable licenses, subject to the following:

a. Subscriptions. For Products ordered on a subscription basis, Microsoft's maximum liability to Customer for any incident giving rise to a claim will not exceed the amount Customer paid for the Product during the 12 months before the incident.

b. Free Products and distributable code. For Products provided free of charge and code that Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US\$5,000.

c. Exclusions. In no event will either party be liable for indirect, incidental, special, punitive, or consequential

damages, or loss of use, loss of profits, or interruption of business, however caused or on any theory of liability.

d. Exceptions. No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

Partners.

a. Selecting a Partner. Customer may authorize a Partner to place orders on Customer's behalf and manage Customer's purchases by associating the Partner with its account. If the Partner's distribution right is terminated, Customer must select an authorized replacement Partner or purchase directly from Microsoft. Partners and other third parties are not agents of Microsoft and are not authorized to enter into any agreement with Customer on behalf of Microsoft.

b. Partner Administrator privileges and access to Customer Data. If Customer purchases Online Services from a Partner or chooses to provide a Partner with administrator privileges, that Partner will be the primary administrator of the Online Services and will have administrative privileges and access to Customer Data and Administrator Data. Customer consents to Microsoft and its Affiliates providing the Partner with Customer Data and Administrator Data for purposes of provisioning, administering and supporting (as applicable) the Online Services. Partner may process such data according to the terms of Partner's agreement with Customer, and its privacy commitments may differ from Microsoft's. Customer appoints Partner as its agent for purposes of providing and receiving notices and other communications to and from Microsoft. Customer may terminate the Partner's administrative privileges at any time.

c. Support and Professional Services. Customer's Partner will provide details on support services available for Products purchased under this agreement. Support services may be performed by Partner or its designee, which in some cases may be Microsoft. If Customer purchases Professional Services under this agreement, the performance of those Professional Services will be subject to the terms and conditions in the Use Rights.

Pricing and payment.

If Customer orders from a Partner, the Partner will set Customer's pricing and payment terms for that order, and Customer will pay the amount due to the Partner. Pricing and payment terms related to orders placed by Customer directly with Microsoft are set by Microsoft, and Customer will pay the amount due as described in this section.

a. Payment method. Customer must provide a payment method or, if eligible, choose to be invoiced for purchases made on its account. By providing Microsoft with a payment method, Customer (1) consents to Microsoft's use of account information regarding the selected payment method provided by the issuing bank or applicable payment network; (2) represents that it is authorized to use that payment method and that any payment information it provides is true and accurate; (3) represents that the payment method was established and is used primarily for commercial purposes and not for personal, family or household use; and (4) authorizes Microsoft to charge Customer using that payment method for orders under this Agreement.

b. Invoices. Microsoft may invoice eligible Customers. Customer's ability to elect payment by invoice is subject to Microsoft's approval of Customer's financial condition. Customer authorizes Microsoft to obtain information about Customer's financial condition, which may include credit reports, to assess Customer's eligibility for invoicing. Unless the Customer's financial statements are publicly available, Customer may be required to provide their balance sheet, profit and loss and cash flow statements to Microsoft. Customer may be required to provide security in a form acceptable to Microsoft to be eligible for invoicing. Microsoft may withdraw Customer's eligibility at any time and for any reason. Customer must promptly notify Microsoft of any changes in its company name or location and of any significant changes in the ownership, structure, or operational activities of the organization.

c. Invoice Payment terms. Each invoice will identify the amounts payable by Customer to Microsoft for the period corresponding to the invoice. Customer will pay all amounts due within thirty (30) calendar days following the invoice date.

d. Late Payment. Microsoft may, at its option, assess a late fee on any payments to Microsoft that are more than fifteen (15) calendar days past due at a rate of two percent (2%) of the total amount payable, calculated and payable monthly, or the highest amount allowed by law, if less.

e. Cancellation fee. If a subscription permits early termination and Customer cancels the subscription before the end of the subscription or billing period, Customer may be charged a cancellation fee.

f. Recurring Payments. For subscriptions that renew automatically, Customer authorizes Microsoft to charge Customer's payment method periodically for each subscription or billing period until the subscription is terminated. By authorizing recurring payments, Customer authorizes Microsoft to process such payments as either electronic debits or fund transfers, or as electronic drafts from the designated bank account (in the case of Automated Clearing House or similar debits), as charges to the designated card account (in the case of credit card or similar payments) (collectively, "Electronic Payments"). If any payment is returned unpaid or if any credit card or similar transaction is rejected or denied, Microsoft or its service providers reserve the right to collect any applicable return item, rejection or insufficient funds fee to the maximum extent permitted by applicable law and to process any such fees as an Electronic Payment or to invoice Customer for the amount due.

g. Taxes. Microsoft prices exclude applicable taxes unless identified as tax inclusive. If any amounts are to be paid to Microsoft, Customer shall also pay any applicable value added, goods and services, sales, gross receipts, or other transaction taxes, fees, charges, or surcharges, or any regulatory cost recovery surcharges or similar amounts that are owed under this Agreement and that Microsoft is permitted to collect from Customer. Customer shall be responsible for any applicable stamp taxes and for all other taxes that it is legally obligated to pay including any taxes that arise on the distribution or provision of Products by Customer to its Affiliates. Microsoft shall be responsible for all taxes based upon its net income, gross receipts taxes imposed in lieu of taxes on income or profits, and taxes on its property ownership.

If any taxes are required to be withheld on payments invoiced by Microsoft, Customer may deduct such taxes from the amount owed and pay them to the appropriate taxing authority, but only if Customer promptly provides Microsoft an official receipt for those withholdings and other documents reasonably requested to allow Microsoft to claim a foreign tax credit or refund. Customer will ensure that any taxes withheld are minimized to the extent

possible under applicable law.

Term and termination.

a. Term. This Agreement is effective until terminated by a party, as described below.

b. Termination without cause. Either party may terminate this Agreement without cause on 60 days' notice. Termination without cause will not affect Customer's perpetual licenses, and licenses granted on a subscription basis will continue for the duration of the subscription period(s), subject to the terms of this Agreement

c. Termination for cause. Without limiting other remedies it may have, either party may terminate this Agreement on 30 days' notice for material breach if the other party fails to cure the breach within the 30-day notice period. Upon such termination, the following will apply:

(1) All licenses granted under this Agreement will terminate immediately except for fully-paid, perpetual licenses.

(2) All amounts due under any unpaid invoices shall become due and payable immediately. For metered Products billed periodically based on usage, Customer must immediately pay for unpaid usage as of the termination date.

(3) If Microsoft is in breach, Customer will receive a credit for any subscription fees, including amounts paid in advance for unused consumption for any usage period after the termination date.

d. Suspension. Microsoft may suspend use of an Online Service without terminating this Agreement during any period of material breach. Microsoft will give Customer notice before suspending an Online Service when reasonable.

e. Termination for regulatory reasons. Microsoft may modify, discontinue, or terminate a Product in any country or jurisdiction where there is any current or future government regulation, obligation, or other requirement, that (1) is not generally applicable to businesses operating there; (2) presents a hardship for Microsoft to continue offering the Product without modification; or (3) causes Microsoft to believe these terms or the Product may conflict with any such regulation, obligation, or requirement. If Microsoft terminates a subscription for regulatory reasons, Customer will receive, as its sole remedy, a credit for any subscription fees, including amounts paid in advance for unused consumption for any usage period after the termination date.

Miscellaneous.

a. Independent contractors. The parties are independent contractors. Customer and Microsoft each may develop products independently without using the other's Confidential Information.

b. Agreement not exclusive. Customer is free to enter into agreements to license, use, and promote the products and services of others.

c. Amendments. Microsoft may modify this Agreement from time to time. Changes to the Use Rights will apply

as provided in this Agreement. Changes to other terms will not apply until Customer accepts them. Microsoft may require Customer to accept revised or additional terms before processing a new order. Any additional or conflicting terms and conditions contained in a purchase order or otherwise presented by Customer are expressly rejected and will not apply.

d. Assignment. Either party may assign this Agreement to an Affiliate, but it must notify the other party in writing of the assignment. Customer consents to the assignment to an Affiliate or third party, without prior notice, of any rights Microsoft may have under this Agreement to receive payment and enforce Customer's payment obligations, and all assignees may further assign such rights without further consent. Any other proposed assignment of this Agreement must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned Agreement. Any attempted assignment without required approval will be void.

e. U.S. export. Products are subject to U.S. export jurisdiction. Customer must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end use and destination restrictions by U.S. and other governments related to Microsoft products, services, and technologies.

f. Severability. If any part of this Agreement is held to be unenforceable, the rest of the Agreement will remain in full force and effect.

g. Waiver. Failure to enforce any provision of this Agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.

h. No third-party beneficiaries. This Agreement does not create any third-party beneficiary rights except as expressly provided by its terms.

i. Survival. All provisions survive termination of this Agreement except those requiring performance only during the term of the Agreement.

j. Notices. Notices must be in writing and will be treated as delivered on the date received at the address, date shown on the return receipt, email transmission date, or date on the courier or fax confirmation of delivery. Notices to Microsoft must be sent to the following address:

Microsoft Corporation
Dept. 551, VolumeLicensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Notices to Customer will be sent to the individual at the address Customer identifies on its account as its contact

for notices. Microsoft may send notices and other information to Customer by email or other electronic form.

k. Applicable law. This Agreement will be governed by and construed in accordance with the laws of the State of Washington and federal laws of the United States. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this Agreement.

l. Dispute resolution. When bringing any action arising under this Agreement, the parties agree to the following exclusive venues:

- (1) If Microsoft brings the action, the venue will be where Customer has its headquarters.
- (2) If Customer brings the action against Microsoft or any Microsoft Affiliate located outside of Europe, the venue will be the state or federal courts in King County, State of Washington, USA.
- (3) If Customer brings the action against Microsoft or any Microsoft Affiliate located in Europe, and not also against Microsoft or a Microsoft Affiliate located outside of Europe, the venue will be the Republic of Ireland.

The parties consent to personal jurisdiction in the agreed venue. This choice of venue does not prevent either party from seeking injunctive relief in any jurisdiction with respect to a violation of intellectual property rights or confidentiality obligations.

m. Order of precedence. These General Terms will take precedence over any conflicting terms in other documents that are part of this Agreement that are not expressly resolved in those documents, except that conflicting terms in the Use Rights take precedence over these General Terms as to the applicable Products. Terms in the Online Services Terms take precedence over conflicting terms in the Product Terms. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

n. Microsoft Affiliates and contractors. Microsoft may perform its obligations under this Agreement through its Affiliates and use contractors to provide certain services. Microsoft remains responsible for their performance.

o. Government procurement rules. By accepting this agreement, Customer represents and warrants that (i) it has complied and will comply with all applicable government procurement laws and regulations; (ii) it is authorized to enter into this Agreement; and (iii) this Agreement satisfies all applicable procurement requirements.

Definitions.

“Administrator Data” means the information provided to Microsoft or its Affiliates during signup, purchase, or administration of Products.

“Affiliate” means any legal entity that controls, is controlled by, or is under common control with a party.

“Control” means ownership of more than a 50% interest of voting securities in an entity or the power to direct the management and policies of an entity.

“Confidential Information” is defined in the “Confidentiality” section.

“Customer” means the entity identified as such on the account associated with this Agreement.

“Customer Data” means all data, including all text, sound, software, image or video files that are provided to Microsoft or its Affiliates by, or on behalf of, Customer and its Affiliates through use of Online Services.

“End User” means any person Customer permits to use a Product or access Customer Data.

“Licensing Site” means <http://www.microsoft.com/licensing/contracts> or a successor site.

“Microsoft” means Microsoft Corporation.

“Non-Microsoft Product” means any third-party-branded software, data, service, website or product, unless incorporated by Microsoft in a Product.

“Online Services” means Microsoft-hosted services to which Customer subscribes under this Agreement. It does not include software and services provided under separate license terms.

“Online Services Terms” means the additional terms that apply to Customer’s use of Online Services published on the Licensing Site and updated from time to time.

“Partner” means a company Microsoft has authorized to distribute Products to Customer.

“Personal Data” means any information relating to an identified or identifiable natural person.

“Product” means all Software and Online Services identified in the Product Terms that Microsoft offers under this Agreement, including previews, prerelease versions, updates, patches and bug fixes from Microsoft. Product availability may vary by region. “Product” does not include Non-Microsoft Products.

“Product Terms” means the document that provides information about Products available under this Agreement. The Product Terms document is published on the Licensing Site and is updated from time to time.

“Publisher” means a provider of a Non-Microsoft Product.

“Representatives” means a party’s employees, Affiliates, contractors, advisors and consultants.

“SLA” means Service Level Agreement, which specifies the minimum service level for the Online Services and is published on the Licensing Site.

“Software” means licensed copies of Microsoft software identified in the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

“use” means to copy, download, install, run, access, display, use or otherwise interact with.

“Use Rights” means the license terms and terms of service for each Product published on the Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. License terms for all Products are published in the Product Terms. Terms of service for Online Services are published in the Online Services Terms.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Kermas Eaton, City Clerk

cc:

Date: Tuesday, November 17, 2020

Re: Approve Agreement between the City of Hattiesburg and Paymentus Corporation to provide electronic bill payment services for the Water and Sewer customer accounts and authorize the Mayor to execute the same.
File Number: 2020-834
Minute Book #

Summary

Authorize the Mayor to execute agreement between the City of Hattiesburg and Paymentus Corporation to provide electronic bill payment services for the Water and Sewer customer accounts.

Recommendation Statement

I recommend approve of this Agreement.

Please place this on the November 17, 2020 City Council meeting for consideration.



MASTER SERVICES AGREEMENT

Client:	City of Hattiesburg, MS
Client Address:	200 Forrest Street, Hattiesburg, MS 39401
Contact for Notices to Client:	Anne Jones, Chief Administrative Officer
Estimated Yearly Bills / Invoices:	204,000

This Master Services Agreement ("Agreement") is entered into as of the date of the last of the signatures set forth below ("Effective Date"), by and between the Client identified above and Paymentus Corporation, a Delaware Corporation with a principal place of business at 13024 Ballantyne Corporate Parkway, Suite 400, Charlotte, North Carolina 28277.

STATEMENT OF PURPOSE

Paymentus desires to provide and Client desires to receive electronic bill payment services as more particularly described in this Agreement under the terms and conditions set forth herein.

AGREEMENT

In consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows. This Agreement consists of the following documents:

- (i) this signature page
- (ii) the General Terms and Conditions; and
- (iii) the following Schedules:
Schedule A: Paymentus Service Fee Schedule.

This Agreement represents the entire agreement between the parties with respect to its subject matter, supersedes all prior written or oral agreements or understandings related to the subject matter hereof, and may be changed only by agreements in writing signed by the authorized representatives of each of the parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

CLIENT:

PAYMENTUS CORPORATION

By: _____

By: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

CONFIDENTIAL AND PROPRIETARY

GENERAL TERMS AND CONDITIONS

1 **Definitions:**

For the purposes of the Agreement, the following terms and words have the meaning ascribed to them, unless the context clearly indicates otherwise.

1.1 “Agreement “or “Master Agreement” means the Master Services Agreement between the parties, as amended from time to time.

1.2 “Average Bill Amount” means the total amount of Payments processed through Paymentus in a given month divided by the number of the Payments for the same month.

1.3 “Effective Date” means the date the last party to execute the Agreement does so, or if the Agreement is submitted to Client for acceptance in a manner that does not call for Paymentus to execute it, the date Client agrees to the Agreement.

1.4 “Excess Payment Amount” means the amount by which the total of all Payment Amounts from Non-Qualified Transactions processed in a calendar month exceeds 5% of the total of the Payment Amounts of all card Payments processed that month.

1.5 “Fee Assumptions” means information used to calculate the Paymentus Fee (as defined in Section 3.2), including (i) the projected Average Bill Amount, (ii) the projected payment method mix (credit vs debit vs e-check) and (iii) an assumption by Paymentus that the total Payment Amount processed each month resulting from Non-Qualified Transactions shall not exceed five percent (5%) of the total Payment Amount of all card Payments processed that month.

1.6 “Initial Setup” means the first personalization and activation of the standard service with respect to each channel described on Schedule A as specified during the implementation process.

1.7 “IPN” or “Instant Payment Network™” means the network developed by Paymentus to enable customer engagement, bill presentment and receipt of payments by businesses through multiple channels as enabled from time to time by Paymentus.

1.8 “Launch Date” means the date on which Client completes the introduction to Users of all Services selected by Client as of the Effective Date.

1.9 “Non-Qualified Transaction” means (i) a Payment made with a card or payment method generally issued for

business use that results in interchange fees or other processing charges assessed by a Paymentus Authorized Processor or card payment association that are higher than those charged for transactions with cards payment methods issued for consumer use; or (ii) a Payment that does not qualify for reduced interchange fees under programs in which is then currently participating. These high-cost cards payment methods may include, among others, corporate cards, virtual cards, purchase cards, business cards, and travel and entertainment cards.

1.10 “Payment” means payment by a User through the Platform for Client’s services, Client’s bills, or other amounts owed to Client.

1.11 “Payment Amount” means the amount of a Payment.

1.12 “Paymentus Authorized Processor” means a Paymentus authorized merchant account provider or payment processing intermediary or gateway.

1.13 “Paymentus Fee” is defined in Section 3.2.

1.14 “Platform” is defined in Section 2.1.

1.15 “Reversed or Chargeback Transactions” means cancelled transactions due to (i) User error, (ii) a User’s challenge to Payment authenticity, or (iii) an action by a financial institution or a Paymentus Authorized Processor (commonly referred to as ACH or eCheck returns or credit/debit card chargebacks).

1.16 “Services” means the performance by Paymentus of the payment and related services selected by Client as set forth in Schedule A and as provided in Section 2.3.

1.17 “User” means a user of Client’s services.

2 **Description of Services to be Performed**

2.1 **Scope of Services**

When selected on Schedule A, Paymentus will provide Users the opportunity to view and receive bills, make Payments using the payment methods provided under Schedule A and other payment methods and wallets as offered by Paymentus from time to time. The payment methods and other services provided may be used within the channels described on Schedule A or on other websites or mobile/web apps or chatbots or voice assistants that are part of the Instant Payment Network™,

(collectively referred to as the “Platform”). Paymentus will provide a mechanism by which Client may select channels and payment methods it wishes to offer Users. Paymentus will be the exclusive provider to Client of services included in the Services.

2.2 Professionalism

Paymentus will perform in a professional manner all Services required to be performed under the Agreement.

2.3 New or Enhanced Services

From time to time Paymentus may offer Client new or enhanced services, such as new functionality within the IPN, the ability to accept other payment methods, methods of bill presentment, the ability to access alternative payment processors or other service providers or Paymentus Authorized Processors or otherwise modify the terms and conditions under which the Services are provided (“Service Enhancements”). Paymentus will provide Client with notice by email to the person designated as provided in Section 7.2 disclosing the terms, including any contracts or contract amendments, under which the Service Enhancements will be made available. If the Service Enhancements will result in additional fees to or impose additional obligations on Client or Users, Client will have at least thirty (30) days after the date of the notice to opt-out of the Service Enhancements in the manner provided in the notice. If Client does not opt-out, then when the Service Enhancements are introduced they will form part of the Services and Client will be bound by the additional terms as disclosed in the notice, and Schedule A will be deemed amended to reflect changes in the Services and fees.

3 Compensation

3.1 No Fee Installation

Paymentus will charge no fees related to the Initial Setup of standard service.

3.2 Paymentus Fee

Client will be billed the fees as provided in Schedule A (“Paymentus Fee”), unless a fee is User paid, in which case Paymentus will charge each User the Paymentus Fee as provided in Schedule A to be collected in addition to the corresponding Payment as part of the transaction. Paymentus will pay the corresponding processing and related fees (“Transaction Fees”) except for fees related to Reversed or Chargeback Transactions.

The Paymentus Fee is based on the Fee Assumptions. Client will be billed additional Paymentus Fees equal to 3.5% of the Excess Payment Amount for each month during which there is an Excess Payment Amount. Paymentus may amend Schedule A upon prior written

notice to Client if there are changes in the card or payment system rules or changes in payment processing fees or other events that increase the cost of processing transactions, such as changes in the average Payment Amount, the mix of payment methods or of interchange rates applied to transactions. The amended Paymentus Fee will take effect 30 days after written notice to Client.

4 Payment Processing

4.1 Integration with Client's Billing System

At no charge from Paymentus to Client, Paymentus will develop one (1) file format interface with Client's billing system using Client's existing text file format currently used to post payments to Client's billing system. Client will be responsible to provide Paymentus with the one file format specification and will fully cooperate with Paymentus during the development of the said interface. If Client chooses to create an automated file integration process to download the posting file, due to Paymentus security requirements, Client will use Paymentus specified integration process. As such, the Paymentus platform does and can function independent of any billing system integration. A payment posting file can be emailed or downloaded from the Paymentus Agent Dashboard. If Client chooses to have the Paymentus platform integrated with its billing system, Paymentus offers two options:

- (i) Paymentus standard integration specification that Client can use to integrate its billing systems with Paymentus platform (“Standard Integration”); or
- (ii) Paymentus to either customize or configure its platform to integrate with Client using file specification or APIs supported by Client's billing system (“Client Specific Integration”).

If Client chooses Standard Integration, Paymentus agrees to fully cooperate with Client and provide its specification to Client. Paymentus also agrees to participate in meetings with Client's software vendor to provide any information or clarifications needed to understand Standard Integration. Paymentus agrees to provide all integration/interface specifications within 30 days from the Effective Date. Client will take commercially reasonable steps to develop the integration within 60 days from the date on which Client has received all integration specifications from Paymentus.

If Client chooses Client Specific Integration, Paymentus agrees to develop that integration at no charge from Paymentus to Client, provided however, Client agrees to fully cooperate with Paymentus and cause its software vendors and other service providers to fully cooperate with Paymentus. Client agrees to provide all specifications required for Client Specific Integration. Client further agrees to participate in testing with

Paymentus and if needed, cause its billing software vendors and other service providers to participate in testing. Client agrees to provide or make available all integration/interface specifications within 30 days from the Effective Date. Paymentus will take commercially reasonable steps to develop the integration within 60 days from the date on which Paymentus has received all the integration specifications from Client or its vendors.

Parties agree that if the parties do not cooperate fully, it can lead to each party being unable to perform its duties to deliver the integration in time.

Based on Client's use of the Platform and its respective modules selected under the Agreement, Paymentus will require the following integration points:

MODULE	INTEGRATION POINT
One-time payment Module	Customer Information: Text File or Real Time Payment Posting: Text File or Real Time
Recurring Payment Module	Text File
E-billing Module for Billing Data	Text File or Real-time link to billing data
Out-bound Notification-Audience File	Text File for customer engagement messages

Each of these can be based on Standard Integration or Client Specific Integration.

The Initial Setup for the Web or IVR interface will be considered complete when the first Standard Integration or Client Specific Integration, as applicable, is completed such that Paymentus and Client are able to exchange files relevant to that interface, as contemplated in this Section 4.1. In the event the Services are implemented without integration, the Initial Setup will be considered complete when a User is able to access the Platform to process a payment.

4.2 Enhancements

The parties agree that the Services are provided on a "platform as a service" basis, and not as a result of custom software development. Paymentus' standard Platform will be personalized to achieve certain additional functional requirements of Client, as clarified and agreed during implementation ("Enhancements"). Enhancements may include some or all of the features included in any technical requirements or similar document provided to Paymentus. The parties will fully co-operate with one another to: a) ensure that requirements with respect to

Enhancements are clarified as needed; b) accept Paymentus proposed reasonable alternatives to achieve Client's functional objectives within the limits of the Paymentus platform; and c) accept Paymentus' reasonable estimates of time for completion, designs and plans with respect to agreed Enhancements. There will be no fee charged by Paymentus to Client for Enhancements, provided Paymentus designs and plans are accepted by Client. If the Services are to be offered at multiple locations, or if the Services include multiple Enhancements, the parties will agree to a phased implementation.

4.3 PCI Compliance

To the extent that either party receives payment card information subject to the Payment Card Industry Data Security Standards ("PCI-DSS") in connection with providing the Services, it will comply with all requirements of the PCI-DSS with respect to storage, transmission and disclosure of payment card information.

4.4 Explicit User Confirmation

Paymentus will confirm the dollar amount of all Payments, and when paid by the User, the corresponding Paymentus Fee to be charged and electronically obtain the User's approval of the charges prior to initiating payment authorizations transaction. Paymentus will provide User with electronic confirmation of all transactions.

4.5 Merchant Account

Paymentus will arrange for Client to have a merchant account with the Paymentus Authorized Processor for processing and settlement of transactions.

4.6 Payment Authorization.

For authorization purposes, Paymentus will electronically transmit all card or other payment transactions to the appropriate processing center, in real time as the transactions occur or as provided in applicable rules. In its discretion, Paymentus may refuse to process any transaction that is submitted in violation of its terms of use or to protect Client, Users, itself or others from potentially illegal, fraudulent or harmful transactions.

4.7 Settlement

Paymentus together with a Paymentus Authorized Processor will forward the payment transactions, and when paid by User, the corresponding Paymentus Fee to the appropriate organizations for settlement (other than the Paymentus Fee) directly to Client's depository bank account previously designated by Client ("Client Bank Account"). When Client pays the Paymentus Fee, Paymentus will invoice Client and debit the fees from the Client Bank Account on a monthly basis.

Paymentus together with the Paymentus Authorized Processor will continuously review its settlement and direct debit processes for its simplicity and efficiencies. Client and Paymentus agree to fully co-operate with each other if Paymentus were to change its settlement and invoicing processes.

4.8 Reversed or Chargeback Transactions

With respect to all Reversed or Chargeback Transactions Client authorizes Paymentus and Paymentus Authorized Processor (and/or the respective payment organizations) to debit the Client Bank Account for the Payment Amount and Paymentus will refund to the payment organization for credit back to the User the corresponding Paymentus Fee, if any.

Paymentus together with Paymentus Authorized Processor will continuously review its processes for Reversed or Chargeback Transactions for simplicity and efficiencies. Client and Paymentus agree to reasonably co-operate with each other if Paymentus requires any change to its settlement and invoicing processes for these transactions.

5 General Conditions of Services

5.1 Service Reports

Paymentus will provide Client with reports summarizing use of the Services by Users for a given reporting period.

5.2 User Adoption Communication by Client

Client will communicate the Services as a payment option to its customers wherever Client usually communicates its other payment options.

Client will make the Services known or available to its customers by different means of customer communication including a) through bills, invoices and other notices; b) if direct payments have been activated, by providing IVR and Web payment details on Client's website including a "Pay Now" or similar link on a mutually agreed prominent place on the web site; c) if IVR payments have been activated, through Client's general IVR/Phone system; and d) other channels deemed appropriate by Client.

Paymentus will provide Client with logos, graphics and other marketing materials for Client's use in its communications with its customers regarding the Services and/or Paymentus.

5.3 Independent Contractor

Paymentus is an independent contractor.

5.4 Client's Responsibilities

In order for Paymentus to provide the Services outlined in the Agreement, Client will co-operate with Paymentus by:

(i) Entering into (and authorizing Paymentus to do so on its behalf) all applicable merchant processing, cash management, ACH origination, or kiosk agreements, provided that Client is given notice of and approves any additional fees associated with those agreements, and providing information and consents reasonably requested in connection with the agreements.

(ii) Keeping throughout the duration of the Agreement during which direct payments via the web is activated, a bill payment link connecting to the Paymentus Platform at a prominent and mutually agreed location on Client's website. If the IVR channel is activated, the phone number for IVR payments will also be added to the web site and as an option as part of Client's general phone system.

(iii) Sharing User Adoption marketing as described in Section 5.2.

(iv) Launching the Service within 30 days of Paymentus making the system available.

(v) Dedicating sufficient and properly trained personnel to support the implementation process and its use of the Services in compliance with all laws applicable to its use of the Services.

(vi) Providing Paymentus with the file format specification currently used to post payments to the billing system to allow Paymentus to provide Client with a posting file for posting to Client's billing system.

(vii) Fully cooperating with Paymentus and securing the cooperation of its software and service providers and providing the information required to integrate with Client's billing system.

(viii) Fully cooperating with Paymentus to integrate its systems with the Paymentus Platform through the use of Paymentus' APIs to enable Client's access to the IPN, if selected.

6 Indemnification and Limitation of Liability

6.1 Paymentus Indemnification and Hold Harmless

Paymentus agrees to defend and indemnify Client and its directors, officers or governing officials, or employees (collectively, the "Client Indemnitees") from and against all liabilities, demands, losses, damages, costs or expenses (including reasonable attorney's fees and costs), incurred by any Client Indemnitee arising from a claim or demand brought by a third party to the extent the claim or demand alleges that the Services provided under

this Agreement infringe the intellectual property rights of the third-party.

6.2 Client Indemnification and Hold Harmless

Client agrees to defend and indemnify Paymentus and its directors, officers, or employees (collectively, the "Paymentus Indemnitees") from and against all liabilities, demands, losses, damages, costs or expenses (including reasonable attorney's fees and costs), incurred by any Paymentus Indemnatee arising from a claim or demand brought by a third party to the extent the claim or demand relates to the underlying relationship or obligations of Client and its Users.

6.3 Indemnification Procedure

The indemnified party will give the indemnifying party prompt written notice of any claim for which indemnification is sought. The indemnifying party will have the right to control the defense and settlement of any claim, provided that any settlement that adversely affects the indemnified party requires the indemnified party's consent, which will not be unreasonably delayed or withheld. The indemnified party will not settle any claim without the consent of the indemnifying party, which will not be unreasonably delayed or withheld.

6.4 Warranty Disclaimer

Except as expressly set forth in the Agreement, Paymentus disclaims all other representations or warranties, express or implied, made to Client or any other person, including without limitation, any warranties regarding quality, suitability, merchantability, fitness, for a particular purpose or otherwise of any services or any good provided incidental to the Services provided under the Agreement.

6.5 Limitation of Liability

Notwithstanding the foregoing, Paymentus will not be liable for any lost profits, lost savings or other special, indirect or consequential damages, even if it has been advised of or could have foreseen the possibility of these damages. In no event will Paymentus be liable for any losses or damages resulting from the acts, omissions or errors of third parties or of Client or for providing agreements, instructions or information to Users as instructed by Client. Paymentus' total liability for damages for any and all actions associated with the Agreement or the Services will in no event exceed (i) for an error or other action affecting the processing of one or more Payments, the amount of the Paymentus Fee associated with each Payment, (ii) for other claims, the amount of the Paymentus Fee (net of direct processing and other fees paid by Paymentus) paid to Paymentus ("Net Fees") in the six (6) months before the events given rise to the claim or

claims arising from the same circumstances; and (iii) in no event more than the lesser of \$1,000,000.00 or the Net Fees under the Agreement.

7 Term and Termination

7.1 Term

The term of the Agreement will commence on the Effective Date and continue for a period of 7 (seven) years ("Initial Term") from the Launch Date.

At the end of the Initial Term, the Agreement will automatically renew for successive three (3) year periods unless either Client or Paymentus provide the other party with not less than 6 (six) months prior written notice before the automatic renewal date that it elects not to automatically renew the term of the Agreement.

7.2 Material Breach

A material breach of the Agreement will be cured within 90 business days ("Cure Period") after a party notifies the other of the breach. In the event the material breach has not been cured within the Cure Period, the non-breaching party can terminate the Agreement by providing the other party with a 30 business days' notice.

7.3 Upon Termination

Upon termination of the Agreement, the parties agree to cooperate with one another to ensure that all Payments are accounted for and all refundable transactions have been completed. Upon termination, Paymentus will cease all Services being provided hereunder unless otherwise directed agreed in writing.

8. Use by Other Localities.

8.1 The parties agree that this Master Services Agreement may be extended, with the authorization of Client, to other public entities or public agencies or institutions of the United States ("Other Public Customers") to permit their use of the Master Services Agreement at the same prices and/or discounts and terms and conditions of this Master Services Agreement. If any other public entity decides to use the Master Services Agreement, Paymentus must deal directly with that public entity concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. Client acts only as the "Contracting Agent" for these public entities. It is Paymentus' responsibility to notify the public entities of the availability of this Master Services Agreement. Other public entities desiring to use this Master Agreement must make their own legal determination as to whether the use of this Master Services Agreement is consistent with their laws, regulations, and other policies. Each public entity has the option of executing a separate contract with Paymentus.

Public entities may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the Master Services Agreement's General Terms and Conditions. If, when preparing such a contract, the general terms and conditions of the public entity are unacceptable to Paymentus, Paymentus may withdraw its extension of the award to that public entity. Client shall not be held liable for any costs or damages incurred by an Other Public Customer as a result of any award extended to that Other Public Customer by Paymentus.

9 Miscellaneous

9.1 Authorized Representative

Each party will designate an individual to act as its representative, with the authority to transmit instructions and receive information. The parties may from time to time designate other individuals or change the individuals.

9.2 Notices

All notices of any type hereunder will be in writing and sent to the addresses indicated on the signature page, and except as otherwise provided in these Terms and Conditions will be given by certified mail or a national courier or by hand delivery.

Notices will be considered to have been given or received on the date the notice is physically received. Any party by giving notice in the manner set forth herein may unilaterally change the name of the person to whom notice is to be given or the address at which the notice is to be received.

9.3 Interpretation

It is the intent of the parties that no portion of the Agreement will be interpreted more harshly against either of the parties as the drafter.

9.4 Governing Law

The Agreement will be governed by the laws of the state of Delaware, without giving effect to any principles of conflicts of law.

9.5 Severability

If a word, sentence or paragraph herein is declared illegal, unenforceable, or unconstitutional, that word, sentence or paragraph will be severed from the Agreement, and the Agreement will be read as if that word, sentence or paragraph did not exist.

9.6 Attorney's Fees. Should any litigation arise concerning the Agreement between the parties hereto, the parties agree to bear their own costs and attorney's fees.

9.7 Confidentiality

Client will not for any purpose inconsistent with the Agreement disclose to any third party or use any confidential or proprietary non-public information it has obtained during the procurement process or during the term of the Agreement about Paymentus' business, including the terms of the Agreement, operations, financial condition, technology, systems, know-how, products, services, suppliers, clients, marketing data, plans, and models, and personnel. Paymentus will not for any purpose inconsistent with the Agreement or its privacy policy in effect from time to time disclose to any third party or use any confidential User information it receives in connection with its performance of the services.

9.8 Intellectual Property

In order that Client may promote the Services and Paymentus' role in providing the Services, Paymentus grants to Client a revocable, non-exclusive, royalty-free, license to use Paymentus' logo and other service marks (the "Paymentus Marks") for this purpose only. Client does not have any right, title, license or interest, express or implied in and to any object code, software, hardware, trademarks, service mark, trade name, formula, system, know-how, telephone number, telephone line, domain name, URL, copyright image, text, script (including, without limitation, any script used by Paymentus on the IVR or the Website) or other intellectual property right of Paymentus ("Paymentus Intellectual Property"). All Paymentus Marks, Paymentus Intellectual Property, and the Platform and all rights therein (other than rights expressly granted herein) and goodwill pertain thereto belong exclusively to Paymentus.

9.9 Force Majeure

Paymentus will be excused from performing the Services to the extent its performance is delayed, impaired or rendered impossible by acts of God or other events that are beyond Paymentus' reasonable control and without its fault or judgment, including without limitation, natural disasters, war, terrorist acts, riots, acts of a governmental entity (in a sovereign or contractual capacity), fire, storms, quarantine restrictions, floods, explosions, labor strikes, labor walk-outs, extra-ordinary losses utilities (including telecommunications services), external computer "hacker" attacks, and/or delays of common carrier.

9.10 Entire Agreement

The Agreement represents the entire agreement between the parties with respect to its subject matter and supersedes all prior written or oral agreements or understandings related to its subject matter and except as provided in the Agreement may be changed only by

agreements in writing signed by the authorized representatives of the parties.

9.11 **Counterparts**

The Agreement and any amendment or other document related to the Agreement may be executed in counterparts, each of which will constitute an original, and

all of which will constitute one agreement. The Agreement and any amendment or other document related to the Agreement may be signed electronically. A photographic or facsimile copy of the signature evidencing a party's execution of the Agreement will be effective as an original signature.



SCHEDULE A – PAYMENTUS FEE SCHEDULE
TO THE MASTER SERVICES AGREEMENT
BETWEEN [CLIENT] AND PAYMENTUS

The Services will initially consist of those indicated by a check box on the following table. The Paymentus Fee will be as specified below, and will be paid by the Client, unless designated as a User paid fee.

Check to Select the Channel	Channels	Advanced Services	Payment Methods & Channels	Paymentus Fee	Check if User Paid Fee
☒	Instant Payment Network™	Ebill Presentment and Customer Engagement	All payment channels and methods offered under IPN such as PayPal, Venmo, PayPal Credit, Secure PDF Push, Chatbot, Advanced Notification Service (ECM), Text 2 Pay, Voice Assistants,	\$ 1.95 per tx. for Credit, Debit, Digital Wallets, eCheck 750 ECM Messages at \$0.00 Additional messages at \$0.10 per message	☒
☒	Direct Payments (Web, IVR, Recurring, Agent Assisted)	Ebill Presentment and Customer Engagement	Credit, Debit, ACH	\$ 1.95 per tx. for Credit, Debit, Digital Wallets, eCheck	☒

Note: Average Bill Amount: \$65.00. Maximum Amount per Payment is \$150.00. Multiple payments can be made.

System Limit Amount: \$20,000.00. Chargebacks and returned checks will be billed at \$10.00 per item.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Kermas Eaton, City Clerk

cc:

Date: Tuesday, November 17, 2020

Re: Approve Agreement between the City of Hattiesburg and ENCO Advantage to provide utility bill print and mailing services for the Water and Sewer Customer Accounts and authorize the Mayor to execute the same.
File Number: 2020-835
Minute Book #

Summary

Authorize Mayor to execute agreement between the City of Hattiesburg and ENCO Advantage to provide utility bill print and mailing services for the Water and Sewer Customer Accounts.

Recommendation Statement

I recommend approval of this Agreement.

Please place this on the November 17, 2020 City Council meeting for consideration.



June 22, 2020

UTILITY BILL PRINT/MAIL SERVICE CONTRACT

Hattiesburg, Mississippi



ENCO ADVANTAGE BILLING SERVICES

Ruby Irigoyen, Senior Vice President, Customer Services

ENCO Utility Services Florida, LLC

572 Appleyard Dr. Ste E, Tallahassee, FL 32304

irigoyen@encous.com



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COVER LETTER

June 22, 2020

Dear Ms. Turner and Mr. Howe,

During our visit with you, we discussed the implementation of your new billing software in the near future. We will defer the cost of Initial Programming and One-Time Set-Up Fee of \$800.00 until such time as you transition to Munis and include the initial programming for your current billing software at no additional charge.

There are a number of advantages to moving to billing statements now instead of continuing with postcards. The utility bill is arguably the most important educational and brand building channel available to municipalities. The billing statement is a communication vehicle for informing and educating the public instead of just a transactional document. Color billing statements can help you increase the value of each customer interaction.

Account Summaries are designed to quickly draw attention to customer information and due dates/amounts prominently displayed in large bold type in your color(s) of choice. The entire bill front is designed to utilize space to the greatest extent possible and desirable by you, our client. Color graphs and usage charts which reflect current and past usage help customers monitor their water usage and charges. These color cues clearly present information to customers who may have never considered the fluctuations in their cycles from month to month or compared current usage to last year at the same time.

Message Management - Bill messages/ News and Notes boxes can be customized and managed to provide strategic information such as Water Quality Report accessibility, rate changes, city-wide activities, office holiday closings, or other important notifications. Messages keep the public informed and help reduce phone calls which increase the strain on city staff.

Bill backers – grey scale backers with city office hours and times, contact information for day, after hours and emergencies, payment options, water rates and water leak education are just a few of the options for backers. Website information and URLs can also be included in color.

Today's modern consumer is more technologically savvy and appreciates the metrics, images and graphics that printed color statements provide. While postcards may have been the option of choice in years past, your customers will appreciate updated billing statements and will thank you.

The additional cost associated with statements and postage will be offset by the options and flexibility that go with statements. Inserts can be included which would otherwise be stand-alone mailings and would significantly add up with production and postage. We can include up to 3 inserts with statements at no additional postage charge. The value-added benefit and flexibility for educating and informing the customers is a consideration that can't be ignored. **We can also assist you with adding a message to offer ebilling as an alternative way for customers to receive their bills. This saves on the cost of sending the bill and eliminates the cost of the postage for each customer who selects ebills. We can work with your existing AS 400 software to provide the ebilling service.**

The transition to billing statements now will give you and your staff the opportunity to adjust to the change with a minimal amount of disruption, free up staff time due to more clearly defined customer account information thereby reducing phone calls, and the implementation time is only about 30 days. Once you transition to Munis, you will already be working with a vendor who has years of experience with Munis software and who has gone through the transition with other customers, thereby taking some of the "unknown" discomfort out of the experience and replacing it with confidence and peace of mind. We respectfully submit the following proposal.

Sincerely,



Ruby Irigoyen, Senior Vice President

irigoyen@encous.com

office: (951) 925-8092

cell: (951) 236-1571



COMPANY OVERVIEW

ENCO Company History

In 1997, Edison International formed a new affiliate called Edison Utility Services. This affiliate was formed to provide electric distribution and customer services to municipal and other small and medium sized electric utilities in the US. In 2001, Edison Utility Services was acquired by SRM-ENCO LLC and subsequently changed its name to ENCO Utility Services. In 2004, we formed Winter Park Utility Services LLC and have renamed this affiliate, ENCO Utility Services Florida LLC effective December 2018.

ENCO services include Call Center, billing, bill printing and mailing, lockbox remittance processing, outbound courtesy notifications, substation monitoring, plus dispatch services. In addition to these base services, ENCO provides, for electric utilities, electric utility distribution system design, engineering, construction, operations, and maintenance. Additionally, ENCO has experience in utility renewable energy power plant financing, siting, energy contract negotiation and construction.

ENCO currently has offices in Anaheim CA (headquarters), Hemet CA (call center and customer services), Moreno Valley CA (customer), Tallahassee, FL (Utility Billing) and Chattanooga TN (customer). ENCO has been in business for over twenty years and partners with such companies as Municipal Code Corporation and JetPay Financial Services to provide services to **more than 100 government agencies across the country**. ENCO is a privately-owned corporation and is financially sound with no debt. Our leadership is focused on improving ENCO through investments in people and technology. Our culture is conducive to long-term employees. This makes for an experienced and stable workforce, so our clients can establish a long-term partnership.

Corporate Structure and Licenses

Federal Tax ID: 20-2160616 - Legal Structure: LLC
ENCO UTILITY SERVICES FLORIDA, LLC

Corporate Headquarters

8141 E. Kaiser Boulevard, Ste 212
Anaheim, CA 92808

Tallahassee Billing Services Center

572 Appleyard Drive, Ste. E
Tallahassee, FL 32304

Hemet Customer Service Center

380 N. San Jacinto Street
Hemet, CA 92543-3112

Chattanooga Customer Service Center

12th Street, Ste 1008
Chattanooga, TN 37402

Contacts

Ruby M. Irigoyen
Senior Vice President of Customer Services
Cell 951-236-1571
Office: 951-925-8092
Email irigoyen@encous.com

SCOPE OF WORK

STATEMENT DESIGN

The ENCO Advantage leadership has over thirty years of combined experience in providing statement-processing services and they understand the importance of statement design and accuracy. If desired, we can help you redesign a completely new statement. Each of our clients receive a customized bill format with account information, summaries, usage charts, colors, graphs, announcements and other specialized items. Our lead developer provides one-on-one assistance with client staff in planning and creating a bill which is customer friendly and makes payment processing easy for client staff. Announcements and notices can be changed periodically as needed for special events or seasonal activities. Grey scale backers are available at no additional charge. Samples attached of color statements with graphs.

If a client creates a new bill with a layout that is significantly different from their previous ones, we can also create a New Look insert which helps their utility customers easily find their account numbers, bill amounts, due dates, usage and other pertinent information. The New Look insert is typically a glossy one-page full color insert. Pricing is additional. A sample of this insert is attached at the end of this Proposal.

ENCO Advantage works with your staff to identify areas of your billing statement that can be clarified to minimize inquiries to save you money on customer service costs. You can keep the features you liked about your old statement and add new features like a bar chart for historical usage, customized message areas, different sized fonts to enhance readability, bar coding for cost-efficient payment processing, or QR scan codes to direct customers to an online payment site. Then, we design a two-sided billing statement with an appropriate scan line for remittance processing, message areas, a usage bar chart, or graph (if requested by client), and the client's logo. Also, our technology can print multiple meter accounts on one page.

Statements are ink jet printed in full color on blank perf paper. Our paper is 8 1/2" x 11" 24lb bond, 92 Bright White paper with a perforated tear off return stub located at the bottom or the top. Our 24lb bond paper is specially manufactured to process through printing, folding, and inserting without issue to the integrity of the form, but still separates easily for the customer. The back of the statement can be designed to include grey scaled messaging anywhere both above and below the perforated return stub.

The return stub can include the customer's account number, name, mailing address, bill date, amount due by due date, amount due after due date, amount paid, and an Optical Character Recognition (OCR) scan line that conforms to the client's and USPS lockbox specifications. The scan line can be automatically programed to include the customer account number, dollar amount owed, applicable check digits, and payment restriction indicator. The brightness of the paper form allows for a superior contrast ratio of paper to print to ensure reliable OCR scanning.

ENCO can accept automated messaging from the utility billing data extract file that has been pre-mapped to a pre-determined messaging area of the utility bill statement during the design and implementation phase of the project or can be emailed directly to us prior to the processing of the cycle. The message is then placed in the pre-determined messaging area of the statement.

Hendersonville Water & Sewer **UTILITY BILLING STATEMENT**
Office: 145 5th Avenue East Hendersonville, NC 28702 Phone: (828) 898-5100, 9 PM Mon-Fri (Except Holidays)
Phone: (828) 697-3052, for after-hours emergencies please call (828) 891-7779
Email: customerservice@hvinc.gov

SERVICE DETAILS
CUSTOMER NAME: JOE SAMPLE
CUSTOMER NUMBER: 17669
ACCOUNT NUMBER: 17355
SERVICE ADDRESS: 1234 MAIN STREET
BILL NUMBER: 716523
CYCLE: R3
BILLING DATE: 06/26/2017
SERVICE PERIOD: 05/12/2017 - 06/16/2017

SERVICE	PREVIOUS READ	CURRENT READ	USAGE
WATER	926600	943200	16600

ACCOUNT BALANCE SUMMARY
LAST PAYMENT: \$183.92 05/30/2017
PRIOR BALANCE: \$0.00
CURRENT CHARGES: \$207.67
ADJUSTMENTS: \$0.00
TOTAL AMOUNT DUE: \$207.67
CURRENT CHARGES DUE BY: 07/17/2017
CURRENT CHARGES LATE ON: 06/01/2017

CURRENT CHARGES BREAKDOWN
RESIDENTIAL WATER OUTSIDE CITY: \$80.63
SEWER OUTSIDE CITY LIMITS: \$125.04
STORMWATER FEE: \$0.00
TOTAL CURRENT CHARGES: \$205.67

12 MONTH WATER USAGE (USAGE LISTED IN THE HUNDREDS OF GALLONS)

Month	Usage (hundreds of gallons)
08/16	100
09/16	120
10/16	110
11/16	130
12/16	140
01/17	150
02/17	160
03/17	170
04/17	180
05/17	190
CURR	200

CITY NEWS AND NOTES
Do you want to manage your water usage and lower your water bills? Aqueduct Alerting is a FREE service for City of Hendersonville water customers that will assist you in efficiently managing your water usage and lowering your water bills. It's easy to register! Visit <http://www.hvinc.gov/aqueduct-alerting> - see the back of statement for more information.
The City's Annual Water Quality and Consumer Confidence Report for 2017 is now available on the City's website www.hvinc.gov. In the report, residents will be able to review information about the city's drinking water. You can receive a copy by visiting our website or calling customer service.

PAYMENT COUPON
ACCOUNT NBR: 17355
CUSTOMER NBR: 17669
PRIOR BALANCE: \$0.00
CHARGES: \$207.67
TOTAL AMOUNT DUE: \$207.67
DUE BY: 07/17/2017
ONE-TIME H2O DONATION (Voluntary): \$_____
TOTAL AMOUNT ENCLOSED: \$_____
Please add an H2O donation of \$_____ to my monthly bill. Please enclose the bill and enter the amount of your monthly donation.

145 5th Avenue East
Hendersonville, NC 28702
Street address for online bank payments only.
Check box for change of address (see reverse side of meter usage document)
Joe Sample
1234 Main Street
Greensboro NC 27404-6405

CITY OF HENDERSONVILLE
PO BOX 603068
CHARLOTTE NC 28260-3068

84906042017200716648100000207670

ADDITIONAL PROGRAMMING OR DESIGN CHANGES

When requesting additional programming or design changes, we operate as if we were in an office down the hall. After assessing the scope of the requested changes, we communicate with you any charge associated with reprogramming requests before starting any work. We take immense pride in not nickel and diming our customers, but only charging for services when necessary. All changes are initiated, tracked, and managed through your direct point of contact, your assigned account manager. They manage the project and organize the appropriate staff to complete the project and keep your statements on schedule. All modifications to production processes, programs, files, resources, etc. are controlled by the change management process and tracked via our CRM system. External changes will require the client's approval prior to implementation.

DATA FILE TRANSFER

We make the process of sending us the files as easy and secure as possible. ENCO can receive billing files 24 hours a day, seven days a week, and multiple files can be sent daily. All data files are transferred using our secure cloud-based transfer site. This data/file sharing service offers top-level, end-to-end encryption with military grade 256-bit encryption during transfer and at rest. Users can connect and transfer files and folders securely using SFTP, FTPS, and FTPES. Other security features include password authentication, application firewalls, secure FTP connections, and custom file and folder access permissions. We send email notifications confirming that verify the successful data upload and good data which is then sent to the appropriate client's staff. We will set up the FTP site and train you to use it in person or via web conference, whichever you prefer. This same FTP site can be used to track the progress of your job and to approve proofs.

DATA PROCESSING

We integrate with over forty different billing platforms including Tyler Tech, Harris, SunGard Software, Cogsdale, Springbrook, New World, Black Mountain, Diversified Billing, Advanced Utility, Caselle, BS&A, ADG, CSI, QS1, ATS, TBS, and several proprietary built billing platforms. We can accommodate any raw data formats such as field delimited, comma delimited, XML, XSL:FO, AFP, PCL, and PDF. We can handle your data.

E-BILLING SERVICES

We work with your municipality to provide the best solution that fits within your municipality's goals and existing platform. We can provide a bounce back report after every e-billing cycle.

There are two main types of e-billing solutions:

- 1) The e-billing enrollment process and delivery is managed through our Orbipay platform. The customer is emailed a custom message with a link to click on and view an exact copy of the printed bill.
- 2) The e-billing enrollment process is handled by the municipality and from the data each cycle we send a custom email message with an attached exact copy of the printed bill and any insert that was included with the paper statement.

OUTBOUND NOTIFICATIONS SERVICES

Our notifications can be sent via Email, text message, or automated outbound IVR and relieve you of the time-consuming and often stressful task of reaching everyone on your list individually.

First, you specify the type of notification. For example, if the customer has an email address, then you may want to send the notification by email. If they only have a cell phone number, then you may want to send a text message. If they have a landline, then a IVR notification.

Next, set the notifications schedule. This might be once each month, or at each billing cycle. You set the frequency based on your needs.

Finally, submit your notification list to us with a special file name. The file name starts the process. We send the notices out based on your requirements within 24 hours.

Examples of the notification types are as follows:

- Email:** This is Broward County with a reminder. Your water bill must be paid by 6PM on Monday July 31st to avoid additional fees and possible service interruption. To pay your bill online visit our website at http://www._____.org and click on "Pay My Bill" at the bottom of the home page.
- Text:** This is Broward County with a reminder. Your water bill must be paid by 6PM July 31st to avoid additional fees & possible service interruption. Reply STOP to opt out.
- IVR:** This is Broward County with a reminder. Your water bill must be paid by 6 P M on July thirty first to avoid additional fees and possible service interruption.

MAILING SERVICES

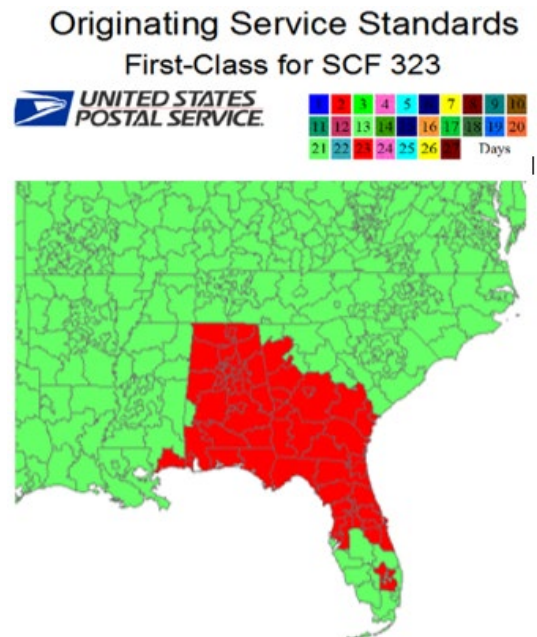
The ENCO Advantage postage reduction strategy can reduce your undeliverable mail and postal costs by as much as 30% each year. We provide you with tools that ensure every piece of mail is postal-qualified. This keeps you on top of ever-changing Postal Service technology. ENCO Advantage is a manifest mailer, so every piece of mail receives a unique piece ID ensuring we account for and deliver every statement to the USPS. Also, we are certified by the USPS for optional procedures. All mail pieces are sent at the lowest possible postage first-class qualifying rate taking full advantage of automated USPS discounts. ENCO processes all mail through a certified USPS presort software routine utilizing P.A.V.E. (Presort. Accuracy. Validation. Evaluation.). This procedure determines sorting accuracy to group and sort multiple plans based on similar mailing instructions which improves the accuracy of carrier route, five-digit zip, zip plus four and delivery point codes, and CASS (Coding. Accuracy. Support. System.). This attaches and interfaces with the barcode and zip +4 extension to get the USPS discount for automation. For additional postage cost savings, ENCO performs "House holding" grouping and a National Change of Address (NCOA) updating service.

House holding is the process of grouping multiple account statements that are intended for the same customer and bundling them into one envelope. This ensures the owner receives all the documents required, but with the convenience of only one envelope and one postage cost included.

National Change of Address (NCOA) updating service compares your billing addresses against the USPS NCOA database. Statements that would otherwise be returned or rerouted due to a change in address are identified and corrected saving you on both postage and labor. NCOA services are available for an additional fee.

Mail Delivery

The completed billing statements are delivered to the USPS Tallahassee Sectional Center Facility at 2800 S. Adams Street located approximately 4.72 miles away from our production facility. The USPS First Class Mail Service Standard is delivery to the address within 2-3 days. We have a large group of your neighbors that we provide mailing services for and have no issues with the timing of the bill arrival. Please feel free to contact any of them.



CLIENT POSTAGE DEPOSIT ACCOUNT

All pieces are sent out using the ENCO indicia (USPS mail permit). ENCO requires that the client maintains a permanent postage deposit in connection with this agreement. The amount of this deposit is based on expected volumes and postage rates and is subject to change based on changes to the volume and prices defined in the ENCO Pricing Schedule or customer payment history. The client will be notified in writing in advance if a change in the amount of the deposit is necessary. Upon termination of the Agreement, ENCO shall return the deposit amounts to the client after payment of all services and postage.

SUPPLIES AND INVENTORY MANAGEMENT

We are selective in choosing our business partners. All paper suppliers are “Tri-certified” in support of sustainability. This is a Chain-of-Custody certification, which is a commitment to responsible forest management practices and environmental stewardship in all levels of production. This is good for you, your customers, and the environment. We utilize a green process that is more environmentally friendly than post-consumer recycled materials. We will maintain a sufficient supply of paper and envelopes to ensure an uninterrupted supply for printing requirements. These materials are included in the cost of bill printing. To achieve volume discounts on paper, envelopes, and pre-printed materials that are produced for the client, we will purchase or produce up to a three-month supply of these items in advance. There is no additional charge for inventory management of these materials or inserts dropped shipped to our facility for inserting. We print and mail over 10 million utility bills annually and always keep a 3-month supply on hand.

PAPER

Our 24lb paper is specially manufactured to process through printing, folding, and inserting without issue. Specifications: 8 ½” x 11”, 24 lb., 92 White Xerographic quality paper with built-in curl control, .0046 Thickness, 140+/40 Smoothness, long grain, and 30 TPI horizontal micro perforation 3 ½” from bottom of page.

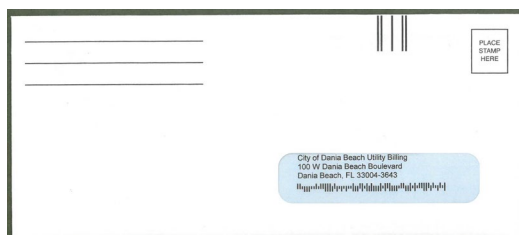
BILLING STATEMENT OUTGOING ENVELOPE

ENCO Advantage utilizes a large single (pistol style) window #10 security tinted envelope. This ensures maximum flexibility and accommodates multiple bill configurations. Our client’s logo, return address, customer address, bar coding, and special messaging clearly appear through our window envelopes without compromising security. The advantage to our clients is that each one has the opportunity to change their statement look, without changing envelope styles. Also, our #10 envelopes can accommodate up to five pages without exceeding the 2oz first class postage rate. With demonstrated reliability during inserting through our Pitney Bowes inserters as well as through the postal delivery system, we are confident this is the best envelope for our print/mail customers. Proven reliability, maximum flexibility and bulk order cost savings is why we consistently utilize the #10 pistol style envelope.



RETURN ENVELOPE

ENCO utilizes a standard #9 envelope with security tint. The envelope features a window that allows the return portion of your statement to show through with your information and pre-printed 12-digit barcode, so you get your payment back faster. The color of the font that you have chosen shows through as well. This return envelope meets all USPS requirements and is compatible with the bulk letter opening machines used by your remittance-processing department or lockbox vendor. ENCO can suppress the insertion of a #9 reply payment envelope based on the client's selection and logical indicators in the billing data file. Custom envelopes are available for an additional cost.



INSERTING CAPABILITIES

ENCO Advantage utilizes high-speed industry leading Pitney Bowes inserter equipment and can accommodate paper sizes ranging from 8 ½ x 3 to 4-page newsletter. Our infrastructure allows us to manage which cycles and customers receive a specific insert (selective inserting) whether by account type, geographical location, zip code, etc.

Inserts provided by the client are required to meet ENCO's inserting equipment specifications (please verify with us ahead of time on the specifications of the insert). ENCO customers enjoy a convenient, competitively-priced, and full-service in-house graphic design and printing service. We can help the design of any other municipal special mailer, invoice, rebate check, insert, or notice that needs to be printed and mailed.

INVOICING PROCEDURES

Within five days of each cycle production run, the client will receive an itemized invoice by services utilized accompanied by a Mail Sort Summary Report detailing the number of statements mailed with the amount of postage paid. Invoices can be sent by mail, email, or both.

- | | | |
|-----------------------------------|--------------------------|---------------------|
| • Statements processed with #9 | • Out sorts | • Late notices |
| • Statements processed without #9 | • Heavies | • NCOA |
| • Any additional Inserts Inserted | • House holding Mailings | • E-Bills Processed |

OVERVIEW OF DEPLOYMENT PROCESS

One of the biggest benefits of choosing ENCO is the transition. We do all the heavy lifting. ENCO will provide personal training in your office or via webinar per your choosing. Training on our systems is minimal because we do all the processing and production work every billing cycle. All you must do is send us the raw data and approve the proof each cycle. It is that easy. Once the contract is finalized, we will schedule an initial project meeting to review the timeline and process.

The deployment process typically takes 30 days to complete with minimal resources or requirements from the client. The client's responsibility and the key to a smooth on-time deployment is to provide the initial information and to approve proofs quickly. This timeline can be adjusted to shorten or lengthen the deployment process to accommodate any exceptional circumstances the client may need. A typical project consists of a team including a Project Manager, Lead Developer, and Production Lead. The Project Manager is the single point of-contact responsible for integrating all services and material through project completion. The Lead Developer is assigned to understand the aesthetic and technical details and requirements. They work closely with both the client and the Project Manager.

The deployment process consists of 6 steps:

1. Pre-Development Information Gathering

1. Client Deployment Questionnaire: helps determine what you, the client, are looking for in a bill statement
 - If you were going to utilize your existing design, email pdfs of the front, back, and detail any new features or changes you would like to implement. (This includes the backside of statements, the layout of late or delinquent notices etc.)
 - If you would like to explore a new design or changes, let us know and we will contact you to start the design process by sending samples of some of our existing designs. Determine the right set of bill features (Payment processing barcoding, QR scan code for online electronic portal, usage graphs for conservation, etc.) that will help you achieve your goals.
2. High Resolution copy of the client's logo (minimum 300 dpi)
3. Sample of billing software data file (i.e. field delimited, comma delimited, XML, AFP, and PCL)
4. Data map from your billing software

2. Deployment meeting:

Our deployment process begins with a meeting, either in person, webinar, or conference call. We will discuss the time frame that you are looking to meet and the specifics of your billing process such as how we should handle client accounts, credit finals, large commercial accounts, adjustments, unique service codes, and other specific features we will need to look for in your data. Also, we will discuss general formatting desires for the utility and final bills and auto-payment options offered (direct deposit and bank draft based on RFP).

3. Statement Design and Approval:

Once we have completed initial development, we will send you PDF proofs along with a list of questions/concerns we might have regarding your bills. We will implement changes based on your feedback and provide new proofs as needed until the statements are set up exactly how the client would like them.

4. Billing Data Integration/Mapping:

This is an internal process where we take a data extract and map on the designed statement where the billing data should appear on the statement. After this has been completed, we will send sample proofs to your staff for review and approval. We recommend and coordinate testing on payment remittance processing and barcoding. In addition, all USPS barcoding is tested and validated in this step.

5. Testing (Parallel Processing) and cycle processing training:

Once the statements are in a semi-final state, we will ask that you send complete, live cycle files that we can process along with your live statements so that you can compare them and make sure that everything is processing correctly. For cycle processing, training can be provided in person or online in a matter of minutes. It really is that easy. We want you to feel completely comfortable before we "Go Live".

6. "Go Live" Deployment:

The last step should be the easiest: you'll send your first live cycle file to us, we'll process it, provide you with proofs, and make any last-minute changes required. Once everything is correct, we will print and mail your billing statements.



OVERVIEW OF DAY-TO-DAY PRODUCTION PROCESS

We know how important your revenue stream is. We understand that you place your trust with us to ensure your statements go out in a timely manner and are always correct. Statements reach the USPS within 24 hours, or the next available day the USPS is open for business, of our receipt of your data file and approval of statement proofs. If incorrect data is received, data will be processed within 24 hours of the resubmitted correct data. Some companies force their customers to log on to their system to check status of their statements. At ENCO, we proactively notify you and your staff as your bill cycles move through the process through email alerts. You can login at any time to our FFTP site to check the status and review your files for approval. Overview of daily production process:

Step 1 *Client Uploads data files to ENCO and sends email that the files are ready for processing and the anticipated volume.*

Step 2 *Client receives automatic email confirmation from ENCO that the files were received and processing has begun.*

Step 3 *Client approves posted proofs. Once statements have completed processing, you will receive another email from our Operations Department notifying you that your statements are available for download at our transfer site. Statement printing will be held in Operations until a notification of release is provided. At that time, statements are released to Production for printing and inserting. Included in the zip file will be your statements, any out sorted statements, and USPS paperwork (Form 3600-R) indicating the number of statements electronically for printing, as well postage breakdown, the CASS/PAVE address error report, and the NCOA processing summary report detailing all address changes. Any statements that have been flagged for issues will be available here for review.*

Step 4 *Client receives email that processing is complete and awaiting approval. Client downloads bill statement PDF proofs and USPS mail reports from our FTP site. After reviewing, client sends email approving release for printing and mailing.*

Step 5 *Once we receive your approval email, bill files are released for printing and inserting. ENCO emails the client that production is completed and the statements have been delivered to the USPS. Attached to the email notification is your ENCO job ticket, which provides details of completed billing statements processed.*

Step 6 *The completed billing statements are delivered to the USPS Tallahassee Sectional Center Facility at 2800 S. Adams Street located approximately 4.72 miles away. Mail is picked up and delivered daily according to the USPS holiday schedule.*

QUALITY CONTROL

At ENCO Advantage, the statements we send are of the highest quality and accuracy. You place your trust in us to ensure your statements are on-time and accurate. Our QC process includes both high-tech equipment such as scanners and optical readers in addition to manual checklists to ensure accuracy. Also, we reward our employees for catching quality issues. Sampling and quality control checks are performed:

- During pre-and post-processing: Verify uploaded data files for correct volumes, data integrity, and read errors. If any errors are detected, the client is notified immediately and establish retransmission of the data.
- During production: Verify statement integrity, print quality, inserts, USPS standards, messages, and correct setup.
- Post production: Verify statement volumes, print quality, statement integrity, USPS standards including computerized, and staff verification of volumes processed, printed, inserted and mailed. We cross check all amounts and mail pieces.

If a quality error is detected during pre-production processing or print production, the workflow is immediately stopped. First, the scale of the issue is determined. Second, the client is notified of the issue and the resolution. After, the appropriate corrections are made the cycle is reprinted. If the issue received is data related, we work with the client to help find the quickest resolution to complete the statements in the shortest timeframe possible.

CLIENT RESPONSIBILITY

- Ensure postage funds are available per recommended postage deposit listed above.
- Provide an explanation of billing record layout or mapping document to ENCO.
- Review and approve design of billing statements. Client must approve billing statement layout at least 3 (three) weeks prior to deployment date. If not, an additional surcharge on the initial order of preprinted forms may apply.
- Approve parallel testing once completed to ensure statements meet expectations.
- Transmit data files to ENCO's cloud-based data site
- Approval and quality check on processed billing statements ready for printing and mailing.
- Meet USPS "NCOA" and "Move Update" requirements (unless done through ENCO). If done through ENCO, client agrees to update their records to match per USPS requirements.
- Provide ENCO insert specifications to client's insert vendors (if other than ENCO).
- Pay for any unused forms of because of a format change or contract modification.

RECORD RETENTION AND DATA BACKUP

Our commitment is to reliability, accountability, timely processing and ultimately, strong customer satisfaction. With two billing locations, one in California and one in Florida, we are strategically positioned to handle multiple scenarios which could impact processing and mailing bills. Having this capacity ensures we can provide our own back up. In addition, we also have agreements with other offsite printers to assist us should the need arise. Should a power outage affect us locally, we have an 80kw generator to provide power until city electrical systems are restored.

PRINTING FACILITY DATA SECURITY, STORAGE, AND DISASTER PLANNING

ENCO Advantage shall not use computer billing data for any purpose other than the work agreed. We are SOC 2 Type 2 Certified. This Certification provides confidence and peace of mind to our customers. The Service Organization Control 2 (SOC) designation means ENCO has established strict information security policies and procedures encompassing the security, availability, processing, integrity and confidentiality of customer data.

ENCO is committed to providing the highest quality solutions and the safest, most secure environment for your sensitive data. We employ enterprise grade security devices with vendor recommended practices and below are some examples:

- Palo Alto next-generation firewalls protect the perimeter and interior of our networks
- CylancePROTECT and CylanceOPTICS are deployed to all our endpoints
- Cylance ThreatZERO Services are used quarterly to ensure best practices for endpoint protection
- Rapid7 Managed Services assist in 24x7 monitoring of our network, software and device security
- All web-facing sites and/or solutions are hosted in a secure, SOC 2 compliant datacenter
- All employees have access only to the systems they need to fulfill their role
- We perform full background checks on all our employees
- We use a secure shred vendor to ensure that excess hard copy materials are disposed of properly.

Any disruption in service can have major balance sheet ramifications. While ENCO has never had to implement a disaster recovery plan in a live environment, we place immense importance on maintaining and testing a successful strategy every year. We are confident that we have the necessary measures in place to recover from a range of small to large-scale operational disruptions. ENCO maintains a comprehensive Disaster Recovery Plan, which includes a designated recovery team, and a process that aims to restore all business-critical IT and printing functions within 24 hours of a disaster declaration. Safeguards include:

- Data replication and backup
- Redundant equipment
- Remote access
- Failover equipment ready to enable within minutes
- A backup printing facility for full geographic redundancy should our main site become inaccessible.
- All data is continuously backed up to an offsite location throughout the day.

ENCO SUITE OF SERVICES

All of the services listed below may be obtained by your municipality with this purchasing vehicle. When selecting one of the solutions outlined below as your service provider, you can be assured of receiving the same excellent customer service and superior products that over 100 clients have come to expect from ENCO! Municipalities that utilize our services, can attest that in addition to lower overall costs, their workload is significantly reduced, their citizens are more informed, and they are receiving the best customer service experience possible!

Electronic Payment Portal (Orbipay)

Orbipay is a highly flexible and comprehensive electronic bill presentment and payment (EBPP) solution that lets you collect and process payments from multiple channels and systems - quickly and efficiently. A self-service customer portal enables your customers to quickly sign up and setup payments using their bank accounts, credit cards or debit cards. Customers can enroll in paperless billing, and setup and manage one-time, recurring and expedited payments.

Once the platform is deployed with your municipality, your customers will be able to pay their bills via the web, IVR systems or through customer service agents. It includes a customer care website, so your customer service and operations staff can lookup bill payment profiles, review historical and pending payments, schedule and manage payments on behalf of customers and perform other day-to-day customer service tasks. On demand reports can be generated daily, weekly, and monthly to monitor enrollment activity and keep track of payments processed, scheduled, returned and pending. In addition to processing payments through the ACH, credit card and debit card networks, the platform produces daily activity, posting and return information that seamlessly integrates with your CRM and accounting systems for settlement control and reconciliation. The result is a faster collection of funds, simplified operational processes, and greater customer satisfaction.

Orbipay is secure, cost-effective and easy to deploy, supplying a fast return on your investment.

- Web payment processing for Credit/Debit Cards and electronic Checks
- IVR payment processing for Credit/Debit Cards and electronic Checks
- One-time, scheduled or recurring automatic payments
- Paperless billing by email or text
- View billing statements online
- Mobile payments & alerts
- CSR Agent web portal for payment management
- Access to online reporting, outbound emails and file functions
- Flexible consumer convenience fee or biller absorbed fee models

The screenshot displays the Springfield Water Company web portal. At the top, the user is logged in as 'YeggiShikharMahendra' with account number '4574844'. The navigation bar includes 'Account Summary', 'Payments', 'Mobile', and 'Statements'. Below this, there are links for 'Account Summary', 'My Profile', 'Manage Linked Accounts', and 'Cancel Enrollment'. A note states: 'Information about your current bill is shown below, along with links to view your statements. To view your payment options, select the Payments option above. There are two Recurring Payment options, but you should only opt for one option, not both.' A red note indicates: 'Note: If you have more than one Billing Account you'd like to manage Click Here'. The 'Access Billing Account' section shows 'Biller Name' as 'Springfield Water Co.' and 'Account Number' as 'YeggiShikharMahendra-457484'. The 'Current Bill for Account Number YeggiShikharMahendra 4574844' section displays: 'Last Statement Balance: 262.00', 'Due Date: 06/10/2014', and 'Current Account Balance: \$ 162.00'. There is an 'Enroll into AutoPay' button. The 'Billing Date' is 12/13/2013. The 'Bill Statement History' table shows:

Billing Date	Statement Balance	Due Date	Statement Details
12/18/2014	\$ 262.00	01/10/2015	View Statement
10/15/2014	\$ 70.00	10/31/2014	View Statement

The screenshot shows the Springfield Water Company mobile app interface. It features the company logo and a welcome message: 'Welcome to our new Online Bill Payment & Presentment Service.' Below this, it states: 'Welcome to our new online bill presentment and payment service. Please note that all customers will need to enroll for this new service, even if you were previously enrolled for online payments.' There is a section for 'New Users - Get Started Here' with instructions: 'Not already enrolled? No problem, enrollment takes only a few minutes. To enroll you will need your biller account number, the online enrollment code printed on your billing statement and details of the bank account you want to use for your payments.' An 'Enroll Now' button is present. At the bottom, there is a section for 'Existing Users - Login Here' with a 'Click here to make an un-enrolled payment' link.

Customer Service Call Center Solutions

More and more, municipalities are tasked to find cost-effective ways to communicate with their citizens and drive higher customer satisfaction. We are proud to be at the center of providing comprehensive and customized call center solutions designed for today's municipalities. We see the customer experience from a 360, full-circle perspective, it's not enough to maintain high levels of competency in just one or two communication channels. Solutions that comprise the big picture from phone and web-initiated interactions to email, chat and text-driven conversations are imperative for success.

All citizens would love to pick up a phone, send an email or jump into a web chat session at any time of the day, any day of the week. But that kind of around-the-clock availability and call technology isn't a realistic in-house option for most municipalities. But we can deliver service available 24 hours a day, 7 days a week, at a much lower cost compared to in-house. When someone calls, they are calling your municipality; we are your remote staff.

- Inbound customer care
- Overflow support
- Coverage for meetings & training
- After-hours support
- Disaster recovery rollover
- Dispatch Outage/Emergency calls
- Service Appointment setting
- Account balance request
- Start/stop service request
- Pick-up read request
- Telephone payments
- Multilingual call support
- Conservation advice
- Prepare service request work orders
- Conduct customer satisfaction surveys
- Early stage outbound collection calls
- Courtesy notifications for past due accounts
- Scheduled outage notifications
- New service notifications
- Automated custom notifications
- Daily, weekly and monthly reports provided

Lock-Box Services

Accurate payment processing is mission critical to every business. We specialize in the accurate and timely processing of payments, while offering your customers the widest possible flexibility in submitting their remittance. From web-based payments and automated recurring payments to level payment plans, we offer your customers both flexibility and security. Once the payments are processed, we provide a solid audit trail and a bank statement reconciliation to assure the integrity of your billing process. We offer:

- Automated check reading
- Web-Based bank Deposits
- Returned check processing
- Website payments & on the phone payments or via IVR
- Level payment plans
- Bank reconciliation
- Payment accuracy verification
- On-site cashier
- Remote Electronic Deposits

ENCO ADVANTAGE PRICING SCHEDULE

INITIAL PROGRAMMING AND SET-UP ONE-TIME FEE

\$800

- Initial Statement design
- Initial data mapping
- Data transfer site set up and training

Deferred until
transition to Munis

MANUAL MESSAGE CHANGES

\$25 / change

ADDITIONAL OR RE-PROGRAMMING CHANGES

\$150 / Hour

STATEMENTS, LATE NOTICES, FINALS, LETTERS ETC.

\$.16 / statement

- Simplex black ink jet printing of variable data
- Grey scaled ink jet printing of stagnant messaging on back of bill
- 8½x11 white 24lb. color statements with 3½" perforated return stub
- Standard #10 White single pistol window with security tint 20lb envelope.
- Standard #9 White single window with security tint 20lb reply envelope
- All required data processing including CASS/PAVE certification
- Generation of online proofs for approval prior to production
- Folding, inserting and delivery of statements to USPS

**Estimated 15,000 bills
/month = \$2,398/
Annually = \$28,773**

See table on page 17

Cost without #9 Return Envelope

.144 / statement

Additional special handling charge for householding, heavies, out sorts, or pulled statements

.04 / statement

Additional Statement pages

.04 / additional pages

Inserting fees for additional advertising fliers/buck slips/newsletters/notices/etc. (This is the cost of inserting the flier. The cost for production of the flier itself will vary with the number and quality.)

.01 / insert

Minimum Charge: If the total printing/statement cost per cycle is less than \$100, we will charge a \$100 flat rate to cover fixed costs. This is in addition to the statement billing charge.

\$100.00

This pricing will be subject to an annual review of the cost of Contractor's supplies and labor. With documentation of these increases, prices may be increased by as much as 2%.

OPTIONAL: NCOA (NATIONAL CHANGE OF ADDRESS)

.01 / statement

OPTIONAL: EBILLING

.092 / statement

Custom email message with an attached exact copy of the printed bill and any insert that was included with the paper statement.

We can work with your current AS 400 program to provide ebilling services.

SUGGESTED POSTAGE DEPOSIT

ENCO will require that the client maintains a permanent postage deposit in connection with this agreement. Upon termination of the Agreement, ENCO shall return the deposit amounts to client after payment of all services.

Required postage deposit = Estimated statements/notices @ \$.383 (current pre-sorted 5-digit USPS bulk rate) X 2 months = 15,000 x \$0.383 x 2 = \$11,490.00

\$11,490.00

Recap of Monthly and Annual Costs:

Monthly statements	15,000	Extended price/month	Extended price/year
Price per statement	\$0.16	\$2,398	\$28,773
Postage - Current 5-digit USPS bulk rate (200 pieces or more bundled)	\$.383	\$5,745	\$68,940
<i>Inserting fee for inserts when desired</i>	<i>\$.01</i>	<i>\$150</i>	<i>\$1,800</i>

REFERENCES

ENCO Advantage, formerly MCC Advantage, Utility Bill Customers Since 2007

Our focus on service begins with you. We carefully listen to your current concerns to provide custom-tailored solutions to your organization.

We only work with municipalities and utilities. *But don't just take our word for it. Talk to some of our clients:*



Miramar FL – Since 2013
2300 Civic Place, Miramar, FL 33025
Zendra Williams, (954) 602.3045; zwilliams@miramarfl.gov
38500 bills, Tyler Tech- Encode



Pompano Beach, FL – Since 2013
100 W. Atlantic Blvd. Pompano Beach, FL 33060
Kyle McPhail: (954) 786-4637 kyle.mcphail@copbfl.com
16900 bills, SunGard software multi-line fixed file



Tifton, GA – Since 2010
204 N. Ridge Avenue, Tifton, GA 31793
Wayne Putnal: (229)391-3939; wputnal@tifton.net
14,000 bills, Harris Software multi-line delimited



Hialeah Gardens, FL – Since 2015
10001 NW. 87th Ave. Hialeah Gardens, FL. 33016
Barbara Joy, (305) 822.3017; bjoy@cityofhialeahgardens.com
3500 bills Tyler Tech - Fund Balance single delimited file



Delray Beach, FL – Since 2012
100 NW 1st Avenue, Delray Beach, FL 33444
Jacquelyn Ulyssee, (561) 243.7106; ulyssiej@mydelraybeach.com
22,200 bills - multi-line delimited file



Moultrie, GA – Since 2009
21 First Avenue NE, Moultrie, GA 39828
Tiffany Shroats: (229) 227-6990; TiffanyS@thomasville.org
8,800 bills



Surfside, FL – Since 2011
9293 Harding Ave. Surfside, FL. 33154
Frantza Duval (305) 861-4863 fduval@townofsurfsidefl.gov
1,700 Bills



Sarasota, FL – Since 2011
1761 12th St. (Utility Billing Office), Sarasota FL 34236
20,250 bills – SunGard HTE multi-line delimited text file
Teresa Witkowski(941)329.6121; Teresa.Witkowski@sarasotafl.gov
20,250 Bills – SunGard THE multi-line delimited txt file



Edgewater, FL – Since 2015
104 N. Riverside Drive Edgewater, FL. 32132
Bridgette King, (386) 424.2400; bking@cityofedgewater.org
10,000 bills – SunGard Software, multi-line fixed file



Fort Meade, FL – Since 2007
8 West Broadway ST. Fort Meade, FL. 32550
Breanna Smith, (863) 285.1174, bsmith@cityoffortmeade.com
3000 bills, ADG, Single stacked



Haines City, FL – Since 2012
620 Eats main St. Haines City, FL. 33844
Andrea Henley-Pratt, (863) 421.3600; apratt@hainescity.com
9400 Bills, ADG, Multi-line delim



Dunedin, FL – Since May 2016
750 Milwaukee Ave. Dunedin, FL. 34698
LeAnne Steurnagel, (727) 298.3004; lsteurnagel@dunedinfl.net
12,500 bills, SunGard-Pentamation



Margate, FL – Since 2015
5790 Margate Blvd. Margate, FL. 33063
Jackie Earl: (954)972-6454; jearl@margatefl.com
18,000 bills, SunGard, multi-line fixed file



Oakland Park, FL – Since-2007
3650 NE 12th Ave. Oakland Park, FL. 33334
Geneva Burgess, (954)630.4277; genevab@oaklandparkfl.gov
9700 bills, Tyler Tech-Munis, multi-line XML



Coconut Creek FL – Since-2007
4800 W. Copans Rd. Coconut Creek, FL. 33063
Sharon Read, (954) 973.6732; sread@coconutcreek.net
12600 bills, SunGard HTE, Single line, fixed



Palm Springs, FL – Since 2011
226 Cypress Ln. Palm Springs, FL. 33461
Jancy Bravo, (561)965-5770; jbravo@vpsfl.org
12600 Bills Tyler Tech, single fixed



Deland FL – Since 2008
120 South Florida Ave. Deland, FL. 32720
Brandi Weaver: (386) 626-7056; weaverb@deland.org
14200 Bills, Springbrook, multi-line



Opa-locka, FL – Since 2009
780 Fisherman St. Opa-locka, FL. 33054
Nelson Rodriguez: (305) 953-2868; nrodriguez@opalockafl.gov
5000 bills, SunGard, multi-line



Ormond Beach, FL – Since 2015
22 South Beach St. Ormond Beach, FL. 32174
Rob Hart: (386) 676-3209; rob.hart@ormondbeach.org
23000 bills, SunGard HTE, Multi-line fixed



Bradenton, FL – Since 2008
1411 9th ST. West, Bradenton, FL. 34205
Lance Williams: (941) 932-9433
lance.williams@cityofbradenton.com
14800 bills, Tyler Tech-Eden, multi-line XML



Baldwin County, GA – Since 2009
121 N. Wilkinson St., Milledgeville, GA 31061
Vanessa Hale ☎478)445-4237
10,000 bills, Tyler Tech multi-line delimited txt file



Okeechobee Utility Authority – Since 2007
100SW 5th Ave, Okeechobee, FL. 34974
Lyn Lowe: (863)763-9460 ext 217 lynlowe@ouafl.com
9300 bills, Springbrook, multi-line



Plant City, FL – Since 2008
302 W. Reynolds ST. Plant City, FL. 33564
Heather Bowman: (813) 659-4200;
hbowman@plantcitygov.com
10600 bills, ADG, Multi-line delim



Lantana, FL – Since April 2016
500 Greynolds Circle Lantana, FL. 33462
Sharon Almeida, (561) 540-5034; salmeida@lantana.org
3400 bills – SunGard-Pentamation

EXAMPLE BILLS



P.O. Box 1397, 111 Victoria Place
Thomasville, GA 31799-1397
Customer Service 229-227-7001
24 Hour Emergency Only 229-227-5499
Visit us at Thomasville.org



ELECTRIC SERVICES	CURRENT USAGE: KWH	LAST MONTH	LAST YEAR	CHARGES
ELECTRIC RESIDENTIAL	21	50		12.27
ELECTRIC SALES TAX 7%				0.86

WATER SERVICES	CURRENT USAGE: 100 GALLONS	LAST MONTH	LAST YEAR	CHARGES
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GAS SERVICES	CURRENT USAGE: CCF	LAST MONTH	LAST YEAR	CHARGES
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WASTEWATER SERVICES	CHARGES
---------------------	---------

REFUSE SERVICES	CHARGES
-----------------	---------

CNS SERVICES	CHARGES
--------------	---------

MISCELLANEOUS SERVICES	CHARGES
------------------------	---------

TOTAL CURRENT CHARGES \$13.13

PLEASE DETACH AND RETURN BOTTOM PORTION IF PAYING BY MAIL. WHEN PAYING IN PERSON, PLEASE BRING ENTIRE BILL.

ACCOUNT SUMMARY

ACCOUNT NAME: JOE SAMPLE
SERVICE ADDRESS: 123 MAIN ST

ACCOUNT NUMBER: 12-345678910
PIN#: 131415

BILLING DATE: 04/06/19

CURRENT CHARGES: \$13.13

PAST DUE AMOUNT: \$0.00

CREDITS: \$0.00

SMART CHOICE DISCOUNT: \$0.00

TOTAL AMOUNT DUE: \$13.13

CURRENT BILL DUE DATE 04/24/19

YOUR METERS WERE READ ON 03/25/19 AND
REPRESENT 28 DAYS OF SERVICE

BILLING PERIOD HIGH TEMP 82 LOW TEMP 32

METER READINGS		
SERVICE	CURRENT	PREVIOUS
ELECTRIC	6143	6122
NATURAL GAS		
WATER		

COMMERCIAL ELECTRIC DEMAND		
CURRENT DEMAND	BILLING DEMAND	METER MULTIPLIER
0.00	0.00	1

PCA & ECCR	
Power Cost Adjustment (PCA):	0.009000
Environmental Compliance Cost Recovery Adjustment (ECCR):	0.010900

Join us for the 98th Annual Rose Show and Festival, April 25th-27th! Parades, concerts, flower shows and fun for the whole family. Admission to most events is free. For more information, visit thomasvillega.com or call 229-228-7977.

PAYMENT COUPON

ACCOUNT NAME: JOE SAMPLE
SERVICE ADDRESS: 123 MAIN ST

ACCOUNT NUMBER: 12-345678910
PIN#: 131415

TOTAL AMOUNT DUE \$13.13

CURRENT BILL PAST DUE AFTER: 04/24/19

ENTER AMOUNT PAID \$ _____

Please Remit To and Make Checks Payable To:

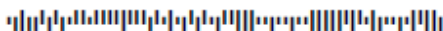
THOMASVILLE UTILITIES
PO BOX 1397
THOMASVILLE GA 31799-1397



P.O. Box 1397, 111 Victoria Place
Thomasville, GA 31799-1397

Return Service Requested

Your utility bill can also be paid online at Thomasville.org or through our Interactive Voice Response (IVR) system by calling 229-227-7001. Download the "City of Thomasville Utilities" app from your app store to view and pay your utility bill as well as view your payment history and account usage.



1 1 AV 0.383

Joe Sample
123 Main Street
Thomasville GA 31757-0126



UTILITIES STATEMENT

104 North Riverside Drive
Hours 8:00 AM – 4:30 PM, Monday - Friday (Excluding Holidays)
Email: customerservice@cityofedgewater.org

For questions about your account, call (386) 424-2400
To Pay by Phone, call (386) 427-3279
For After Hours Emergency: (386) 424-2400

CURRENT SERVICE DETAILS

BILLING DATE: 03/28/19
CUSTOMER NAME: JOE or JANE SAMPLE
ACCOUNT NUMBER: 41325-060000
SERVICE ADDRESS: 27 MAIN DR
CYCLE/ROUTE: 02-32

SERVICE PERIOD: 02/14/19 - 03/18/19
SERVICE DAYS: 32

METER #	CURRENT READ	PREVIOUS READ	USAGE
WA 79871465	50410	46370	4040

USAGE	CURRENT MTH	PREVIOUS MTH	LAST YEAR
COMPARISON:	4040.00	3650.00	320.00

(USAGE LISTED IN THE THOUSANDS OF GALLONS)

DESCRIPTION

WATER BASE CHARGE
WATER CONSUMPTION
UTILITY TAX
SEWER BASE CHARGE
SEWER CONSUMPTION
RECYCLING
REFUSE
STORMWATER
TOTAL CURRENT CHARGES

NEW CHARGES

\$12.77
\$18.87
\$3.16
\$18.53
\$29.45
\$3.54
\$27.66
\$11.00
\$124.98

ACCOUNT SUMMARY

LAST BILLED AMOUNT	\$119.08
- LAST PAYMENT RECEIVED	\$119.08
PAST DUE BALANCE	\$0.00

NEW CHARGES	\$124.98
TOTAL BALANCE DUE >>>	\$124.98
NEW CHARGES DUE DATE 04/17/19	

Thank you for last month's timely payment!

NEWS AND NOTES

'All past due balances along with delinquent fees and penalties need to be paid before service is restored.'
We do not give extensions on accounts.



SCAN THE QR CODE TO PAY YOUR BILLS ONLINE
Visit www.cityofedgewater.org, available 24 hours / 7 days a week



SIGN UP FOR PAPERLESS BILLING!
(See details on the back of your statement)



ENROLL FOR AUTOMATIC BANK DRAFT
Ensure your bill will always be paid on time!

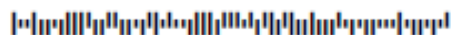
PLEASE DETACH AND RETURN BOTTOM PORTION IF PAYING BY MAIL. PLEASE DO NOT STAPLE OR FOLD. - WHEN PAYING IN PERSON, PLEASE BRING BOTTOM PORTION OF THIS BILL.

UTILITY BILLING PAYMENT COUPON



CITY OF EDGEWATER
PO Box 1190
Edgewater FL 32132-1190

ADDRESS SERVICE REQUESTED



2383 1 AV 0.383

JOE or JANE SAMPLE
27 Main Dr
Edgewater FL 32141-4815

To enroll, check box below and complete form on back of coupon:

- ☐ Paperless E-Billing
☐ Emergency Notifications
☐ Scholarship
☐ Automatic Bank Draft

ACCOUNT #:41325-060000
BILL DATE: 03/28/19

PAST DUE BALANCE:	\$0.00
NEW CHARGES DUE ON 04/17/19	\$124.98
TOTAL BALANCE DUE >>>	\$124.98

DO NOT PAY - PAID BY BANK DRAFT

Your bank account will be drafted on 04/17/19 for the total amount due.

00004175500000752000000012498



CITY OF EDGEWATER UTILITIES

Please visit our website at www.cityofedgewater.org



PAPERLESS ELECTRONIC BILLING – SAVE TIME, MONEY AND A TREE

The City of Edgewater is pleased to announce the new environmentally friendly option of receiving your utility bill via your email provider. If you choose this option, you will receive an email copy of your statement in place of your paper statement. If you have any questions, please call Customer Service at (386) 424- 2400, option #2, or email customerservice@cityofedgewater.org. Enroll at <http://www.cityofedgewater.org/water/go-green-initiatives>.



PAYMENT AND DISCONNECTION POLICY

- **Payments When Credited:** Payments received in the finance department office prior to 2:00 PM are credited to the account on the same day. Payments received after 2:00 PM are credited the following business day. Payments mailed to City Hall are credited to the account on the date received.
- **Late Payment / Adjustment Charges:** Accounts become delinquent twenty one (21) days after the original billing date and are subject to disconnect. A five (5%) percent late fee is charged on balances not paid by the Due Date. Accounts not paid within thirty (30) days of the original statement date will be charged a \$35.00 Delinquent Fee.
- **Non-Pay Collection Fee / Service Disconnection:** Balances not paid within twenty one (21) days of the statement date are delinquent and subject to disconnection without further notice. Services may be disconnected for "Reason of Non Payment". Once disconnected, services will not be reconnected until all of the past due balance, as well as, the delinquent fees are paid in full.
- **Returned Payments:** Checks, E-Checks or Credit Cards which are returned to the City will result in a charges in accordance with City Ordinance and State Law. All other Service Fees / Disconnection of Service Charges may also apply to the account, if payment is not honored by the bank.
- Service charges may apply when a service technician goes to a location other than normal read dates.
- **After Hours Emergency:** After hours are Monday thru Friday after 4:30 PM, weekends, and including Holidays: after hour emergencies, which require a service call to your home, will result in a \$100.00 Service Charge.



SIX CONVENIENT PAYMENT OPTIONS

- 1 **Pay by Automatic Bank Draft:** Sign up for Automatic Payment from your checking or savings account and your bill will always be paid on time! This option saves you time and money and conserves natural resources. You can complete the form below or download the Direct Debit Authorization Form from the City website.
- 2 **Pay Online** at www.cityofedgewater.org. - To make payments just click on "ONLINE BILL PAY". Available 24 hours, 7 days a week. Accepts electronic checks and credit cards (Including Visa, MasterCard, Discover and American Express).
- 3 **Pay by phone,** Call (386) 427-3279.
- 4 **Pay by Mail,** Using the enclosed return envelope and payment coupon. Make checks payable to City of Edgewater. Please do not send cash. We are not responsible for lost cash sent through the mail: CITY OF EDGEWATER UTILITY BILLING, P.O. BOX 1190 EDGEWATER FLORIDA 32132.
- 5 **Pay by Drop Box,** located at the entrance of the north parking lot of 104. N. Riverside Drive, Edgewater, FL 32132.
- 6 **Pay in Person** Payments may be made in-person during normal business hours at 104. N. Riverside Drive. We accept cash, checks, money orders, and debit/credit cards during office hours of 8:00 AM to 4:30 PM Monday - Friday (Excluding Holidays).



AFTER HOURS EMERGENCY PHONE NUMBERS

For Utility Emergencies, Water, Sewer, Reclaimed Water, Stormwater issues Call 386-424-2400 ext. 4030 (Water Plant) Let the message go all the way through, do not push any options! If no answer, leave a message. If no return call within 15 minutes, Call 386-424-2400 ext. 4040 (Wastewater Plant).

For stop signs down or trees across roadways Call Edgewater Police Department Non-Emergency Dispatch at 386-424-2000.

YES, SIGN ME UP FOR E-BILLING STATEMENTS @: _____

YES, PLEASE UPDATE MY PHONE # FOR EMERGENCY NOTIFICATIONS #: _____

YES, ENROLL ME IN SCHOLARSHIP FUND ☐ ONE TIME \$ _____ ☐ RECURRING \$ _____

(For further information about the fund please visit www.cityofedgewater.org)

YES, ENROLL ME FOR AUTOMATIC BANK DRAFT SERVICES: TYPE OF ACCOUNT: ☐ CHECKING ☐ SAVINGS
MUST INCLUDE COPY OF VOIDED CHECK

SIGNATURE _____

PRINT NAME _____

DATE _____

I authorize City of Edgewater to automatically charge my bank account (as indicated) the total balance due on my City of Edgewater statement on the payment due date each month. Note: Continue to make your monthly payments until you see the "BANK DRAFT" message on the front of your statement indicating that automatic bank draft services have been activated. Activation takes approximately two billing cycles.



Office Hours:
Monday - Friday 8:00 am - 5:00 pm
For inquiries, please call: (850) 871-8000



Pay on-line, 7 days a week, 24 hours a day using your debit/credit card or ACH debit.

Scan the QR code or visit
www.cityofcallaway.com and click on "utility payments." (Service fees will apply)

CUSTOMER NUMBER	36912-000
CUSTOMER NAME	Sample, Joe
BILLING PERIOD	2/1/2019 to 2/28/2019
PREVIOUS BALANCE	\$30.32
PAYMENTS APPLIED	\$0.00
BALANCE FORWARD	\$30.32
ADJUSTMENTS	\$0.00
CURRENT CHARGES	\$52.57
AMOUNT DUE >>	\$82.89
DUE DATE >>	3/15/2019

NEW CHARGES

Water Consumption	\$0.00
Water Base Charge	\$14.21
Sewer Consumption	\$0.00
Sewer Base Charge	\$38.36
Solids Monthly Charge	\$0.00
Tax	\$0.00
Irrigation Consumption	\$0.00
Penalty	\$0.00
Stormwater	\$0.00
Misc. Charges	\$0.00
Total Current Billing	\$52.57
Total	\$82.89

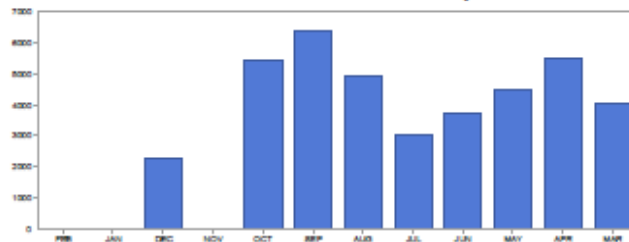
PREVIOUS READING

DATE	READING
1/17/2019	144060

CURRENT READING

DATE	READING	USAGE
2/11/2019	144060	0

Current Year Water Consumption



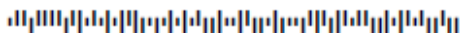
The City of Callaway has not charged flat rates since the September 2018 billing. As of January 1, 2019 flat rates were reinstated and are reflected on this bill.

Please note that the current bill is due March 15th and late fee penalties will be applied to any outstanding balance due on March 16th. A Disconnects fee of \$25 will be applied to accounts with outstanding balances after March 25th and water will be shut off if bills are not paid on time.

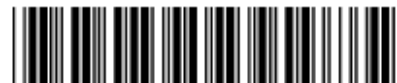
PLEASE DETACH AND RETURN BOTTOM PORTION WITH PAYMENT TO INSURE PROPER CREDIT TO YOUR ACCOUNT - RETAIN TOP PORTION FOR YOUR RECORDS.



Callaway Utility Billing
6601 E Highway 22
Callaway, FL 32404-9542
Address Service Requested



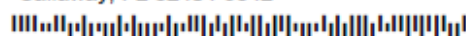
1 1 SP 0.500
Joe Sample
369 Main Road
Virginia Beach VA 23451-2238



CUSTOMER NUMBER	36912-000
CUSTOMER NAME	Joe Sample
SERVICE ADDRESS	123 Old Main St
AMOUNT DUE >>	\$82.89
DUE DATE >>	3/15/2019

PLEASE MAKE CHECKS PAYABLE TO:

City of Callaway
6601 E Highway 22
Callaway, FL 32404-9542



City Commission Meeting

The city of Callaway Commission Meeting are now being live-streamed and can be accessed thereafter On-Demand! Commission Meetings are on the 4th Tuesday of the month preceded by a Commission Workshop the Monday before. Also, all meetings of Advisory Boards, i.e., Code enforcement, Planning, etc., will also be available for viewing, during the meetings as well as anytime afterward with On-Demand. The link is on the Meeting and Agendas page of the City's Website. Should you have any questions please contact Janice L. Peters, City Clerk at 850-215-6694. If any citizen would like to serve on the City's Advisory boards as a volunteer please contact City Clerk at 850-215-6694.

Ordinance No.968 – Trash Time and Placement

In an effort to help reduce the number of issues caused from leaving garbage by the street for extended periods of time, the City Commission passed Ordinance No. 968 to regulate how and when items may be set out for collection. Residents shall not place garbage containers by the street for collection by 12:00 PM on the day before the designated collection day. The garbage containers shall be removed within 24 hours after collection. Garbage must be placed securely in metal or hard plastic cans with a lid or top. Residents shall not place trash/debris piles by the street for collection before 12:00 PM on the Saturday before designated collection day. All restrictions on construction and demolition debris, and bulk remain in effect.

Donations

The City of Callaway is asking for Donations to help maintain and improve its parks. A recommended donation of \$10, \$25, or \$50 is being asked, however any amount would be appreciated. Please submit, by separate check, any donation to City of Callaway 6601 E Hwy 22 Callaway FL 32404, Attention Park Donation.

Utility Service

If your bill is not paid on the 15th of the month by 5pm, a 10% late penalty will be added to your account. Your total bill must be paid on or before the 25th of the month by 5pm to avoid interruption of service. A \$25 disconnect fee will be added to all account balances not paid in full by 5pm on the 25th of the month. If billing due date falls on date City Hall is closed payment must be made on the next business day. If services are disconnected and your deposit does not meet the minimum required deposit of \$250, an additional deposit may be required. Payments are due by specified due dates, if payment is not made within timely manner and services are interrupted, upon receipt of full payment due services will be restored next business day. There are no after hours, weekend or holiday connections or reconnections. All correspondence and Utility disputes should be submitted in writing to City of Callaway 6601 E Hwy 22 Callaway, FL 32404.



Your water and sewer services statement has a **NEW LOOK!**

You will notice your monthly billing statement has changed. We haven't changed the content of your statement, but have improved the layout making your statement easier to read and understand, so you know what's due on your account and when. The back of the bill provides useful information related to payment options, contact information and general rules concerning your utility service.

Have questions about your bill? Contact information is located where it is easy to find. You can find additional information on the back of the bill.

Meter Number has been included for each metered service.

Itemized listing of consumption and base charges for water and sewer to show how charges are calculated.

List of the 4 convenient ways to pay your bill.

Your account summary information is easy to find at the top of your statement for quick reference. Here you will find what you exactly owe and when it is due.

Important town news will appear in this area.

To help process your payments quickly and accurately, the tear off return payment coupon is located at the bottom of your statement. Your coupon needs to accompany your payment helping ensure proper credit to your account.



Town of Lantana
500 Greynolds Circle
Lantana, FL 33462-4544

JOHN SMITH
123 MAIN STREET
LANTANA FL 33462-3027

Customer Service:
Town Hall: Monday - Friday 8:30 AM - 4:30 PM
(561) 540-5020
After hours water or sewer emergencies:
(561) 540-5780

ACCOUNT NUMBER	1234-5678
BILL DATE	3/23/16
PREVIOUS BALANCE	\$0.00
CURRENT CHARGES	\$162.95
TOTAL DUE	\$162.95
DUE DATE	4/07/16
CURRENT CHARGES ONLY	
AMOUNT DUE IF PAID AFTER 4:00 PM ON 4/15/2016	\$177.15
SHUT OFF DATE	4/19/2016

Pay your bill
By Mail: Using remittance stub at bottom
In Person: Town Hall - 500 Greynolds Circle
Online: www.lantana.org (fees will apply)
By Phone: (888) 739-0471 (fees will apply)

IMPORTANT INFORMATION

JOIN US FOR BARK IN THE PARK SUNDAY APRIL 17 @ NOON, TALENT CONTEST, ADOPTIONS, PRIZES & MORE! MADDOCK PARK, 1200 W DREW STREET, LANTANA. PLEASE CALL (561) 540-5020 FOR MORE INFORMATION.

SERVICE ADDRESS

123 MAIN STREET

SERVICE	METER NUMBER	CURRENT READING	CURRENT READ DATE	PREVIOUS READING	PREVIOUS READ DATE	DAYS IN CYCLE
WA	12345678	3521	3/11/16	3519	2/11/16	29

DETAIL OF CURRENT CHARGES

SERVICE	CONSUMPTION	CHARGE
WA WATER	2.00	\$71.30
SW SEWER	2.00	\$74.52
WATER UTILITY TAX		\$7.13

PLEASE DETACH AND RETURN BOTTOM PORTION WITH PAYMENT
PLEASE WRITE YOUR ACCOUNT NUMBER ON YOUR CHECK



Town of Lantana
500 Greynolds Circle
Lantana, FL 33462-4544

ADDRESS SERVICE REQUEST

JOHN SMITH
123 MAIN STREET
LANTANA FL 33462-3027

Please remember to not send cash. Only check or money orders are safe methods of payment and accepted through the mail.

ACCOUNT NUMBER	DUE DATE
1234-5678	4/07/16
AMOUNT DUE	AMOUNT ENCLOSURE
\$162.95	

DO NOT SEND CASH THROUGH THE MAIL

Please remit and make checks in US funds payable to:

TOWN OF LANTANA
500 GREYNOLDS CIRCLE
LANTANA FL 33462-4544



ENCO ADVANTAGE AGREEMENT, TERMS & CONDITIONS

ENCO UTILITY SERVICES FLORIDA LLC, a corporation duly organized and existing under the laws of the State of Delaware, herein referred to as ENCO, hereby offers billing services for the City of Hattiesburg, MS herein referred to as Client. ENCO will do all the data management, file preparation, printing & mailing at its utility billing center in Tallahassee.

ENCO, agrees to provide Client services defined in this proposal herein and at pricing contained in the ENCO Pricing Schedule. The Client agrees that ENCO shall be its exclusive provider of these goods and services during the term of this agreement. Any of the services or goods listed in the Additional Services Section may be obtained by your municipality with this purchasing vehicle.

1. **INTEREST** - ENCO presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. In the performance of this contract, no subcontractor or person having such an interest shall be employed. To the best of our knowledge, no one who has or will have any financial interest under this contract is an officer or employee of the Client. It is expressly agreed that in the performance of the services required under this contract, ENCO, and any of its subcontractors or employees, shall at all times be considered independent contractors and not agents of the Client.
2. **E-VERIFY** – ENCO uses the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all employees. We will not be subcontracting any of this work; all work will be performed by Municipal Code employees. ENCO’s E-Verify Number is 429556
3. **COMPENSATION** – In full and complete compensation for all goods and services provided by ENCO according to the Pricing Schedule, Client agrees to pay ENCO according to the rates set forth in the ENCO Pricing Schedule. Prices quoted in the Pricing Schedule are based upon specifications provided by the Client. If there is a change in specifications or instructions to the original quotation, the work performed will be billed at an adjusted rate agreed to by Client. ENCO will provide to Client an invoice after each production run consisting of all fees, as outlined in the ENCO Pricing Schedule, including a summary of postage used. A monthly late payment charge of 1.5 percent may be assessed on statements not paid within forty-five (45) days.
4. **FORCE MAJEURE** – Neither party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond reasonable control of such party, including, without limitation: fire, explosion, power failure, flood, earthquake, hurricane or other act of God, civil commotion, terrorism, or acts of public enemies; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing or boycotts. In such event, the party affected shall be excused from such performance (other than any obligation to pay money) on a day-to-day basis to the extent of such interference. The other party shall, likewise, be excused from performance of its obligations on a day-to-day basis to the extent such party’s obligations relate to the performance so interfered.
5. **CONFIDENTIALITY** – ENCO agrees that any and all data, reports and documentation supplied by Client or its affiliates or third parties on Client’s behalf, which are confidential and which are clearly designated as confidential, shall be subject only to the disclosure requirement for the performance of ENCO’s obligations hereunder, and will be held in strict confidence and shall not be disclosed or otherwise disseminated by ENCO without the written consent of Client.
6. **INTELLECTUAL PROPERTY OWNERSHIP** – **(A)** Each party acknowledges that all trademarks, patents, copyrights, designs, licenses, know how, proprietary information and other intellectual property, including all documentation relating thereto, in any format or medium (“Intellectual Property”) belonging to the other (“Owner”), which may be disclosed or used for the purposes of this Agreement at all times belongs to the Owner. To the extent that one party is required to use the Intellectual Property of the Owner for the purposes of this Agreement, the Owner hereby grants a non-exclusive, non-transferable license to the other party to use the same, for the purposes of this Agreement, for so long as this Agreement remains in force and the user thereof shall not acquire any other rights whatsoever to the Owner’s Intellectual Property. All rights not expressly granted to Client hereunder are reserved by ENCO. **(B)** Client shall not, and shall not permit any other third party, to disassemble, decompile, reverse engineer, or create derivative works from the Software. **(C)** Client warrants to ENCO that it has obtained all right and authority to use any and all trademarks, service marks, trade names, domain names, slogans, logos, designs or other marks provided by Client to ENCO for use in connection with the Service. **(D)** ENCO shall be entitled to injunctive relief for any breach or threatened breach of this paragraph, without the necessity of ENCO showing actual money damages. Such injunctive relief shall not preclude ENCO from pursuing any other remedies available to it, including the recovery for damages sustained it is able to prove or for the cost of the action, including reasonable attorneys’ fees.

7. **LIMITATION OF LIABILITY** – The parties hereto agree that this agreement is only for the production of goods and services. ENCO shall be liable only to the extent of re-mailing a correction or corrected job as soon as possible to rectify the mistake. Breach of contract damages shall be limited to the value of the work performed. In the event of a breach of the terms of this agreement, ENCO shall not be liable for loss of business, incidental or consequential damages, or costs in excess of billing for services related to the specific job. ENCO is not liable for incidental or consequential damages, including revenue, even if ENCO has been advised of the possibility of such loss or damage.
8. **NO AGENCY** - Nothing in this Agreement is intended, or shall be construed, to constitute or establish a joint venture, partnership or fiduciary relationship between the parties, and no party shall have the right or authority to act for or on behalf of any other party, except as otherwise expressly provided herein. Each party is acting as an independent contractor in the performance of its obligations under this Agreement.
9. **TERM OF AGREEMENT** – the Agreement is effective as of the Effective Date and will continue for an initial term of one one (1) year period (“Initial Term”). Thereafter, this Agreement may be renewed for successive one (1) year periods by written notice to the other party prior to the expiration of the term then in effect or as mutually agreed (The Initial Term and any renewal terms hereinafter collectively referred to as the “Term”).

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

ENCO Utility Services Florida, LLC

HATTIESBURG, MS (CLIENT)

By: Ruby M. Irigoyen

By: _____

Ruby M. Irigoyen

Name: _____

Name: _____

SVP Customer Services

Title: _____

Title: _____

06-22-20

Date Signed: _____

Date Signed: _____

Effective Date: _____



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones

cc:

Date: Tuesday, November 17, 2020

Re: Approve Agreement between the City of Hattiesburg and the Hattiesburg Arts Council to provide a COVID-19 Arts Outreach Program for the City of Hattiesburg and authorize Mayor to execute the same.
File Number: 2020-841
Minute Book #

Summary

Approve agreement between the City of Hattiesburg and the Hattiesburg Arts Council to provide a COVID-19 Arts Outreach Program for the City of Hattiesburg and authorize Mayor to execute the same.

Recommendation Statement

I recommend that this agreement be approved.

Please place this on the November 17, 2020 City Council meeting for consideration.

**CONTRACTUAL AGREEMENT BETWEEN
HATTIESBURG ARTS COUNCIL
AND
THE CITY OF HATTIESBURG**

This contract between the City of Hattiesburg (City) and Hattiesburg Arts Council (HAC) creates a Covid-19 Arts Outreach Program partnership whereby the City agrees to pay \$10,000 in consideration of the following:

- Provide music therapy across the City of Hattiesburg by providing live music at venues around the city.
- Assist in connection of artist and musicians with venue generating opportunities
- Continue to foster the City of Hattiesburg as an arts incubator and destination

The term of this contract shall be for one (1) year.

Toby Barker

Mayor

City of Hattiesburg

Hattiesburg Arts Council



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Kermas Eaton, City Clerk

cc:

Date: Tuesday, November 17, 2020

Re: Approve renewal of Agreement between the City of Hattiesburg and United Healthcare Services, Inc. for city employee's health insurance (administrative services contract) and authorize the Mayor to execute the same.
File Number: 2020-840
Minute Book #

Summary

Authorize Mayor to execute renewal agreement between the City of Hattiesburg and United Healthcare Services, Inc. for city employee's health insurance.(administrative services contract)

Recommendation Statement

I recommend renewing this Agreement.

Please place this on the November 17, 2020 City Council meeting for consideration.

FINANCIAL RENEWAL AND TERMS AMENDMENT

This Amendment ("Amendment") is made to the Administrative Services Agreement ("Agreement") by and between United HealthCare Services, Inc. ("United") and City of Hattiesburg ("Customer"), Contract No. 752321, and is effective on October 1, 2019 unless otherwise specified.

Any capitalized terms used in this Amendment have the meanings shown in the Agreement. These terms may or may not have been capitalized in prior contractual documents between the parties but will have the same meaning as if capitalized.

The agreements that are being amended include any and all amendments, if any, that are effective prior to the effective date of this Amendment.

Nothing shown in this Amendment alters, varies or affects any of the terms, provisions or conditions of the agreements other than as stated herein.

The parties, by signing below, agree to amend the agreements as contained herein.

City of Hattiesburg

By _____
Authorized Signature

Print Name _____

Print Title _____

Date _____

United HealthCare Services, Inc.

By _____
Authorized Signature

Print Name _____

Print Title _____

Date _____

Renewal 3Q 2016

The Administrative Services Agreement is amended on October 1, 2019 or as noted below.

This Amendment will not affect any of the terms, provisions or conditions of the Agreement except as stated herein. Following the Effective Date and after Customer has provided one (1) months' worth of claims funding, this Amendment is deemed executed by the parties.

Section 5 – Benefit Determinations and Appeals is amended by the addition of the following:

Catastrophic Events. During such time as a government agency declares a state of emergency or otherwise invokes emergency procedures with respect to Participants who may be affected by severe weather or other catastrophic events (a "Catastrophic Event Timeframe"), Customer directs United to implement certain changes in its claim procedures for affected Participants, including, for example: (a) exemption from the application of prior authorization requirements and/or penalties; (b) waiver of out-of-network restrictions (e.g., out-of-network providers paid at the Network Provider level); (c) extension of time frames for timely claims filing and/or appeals; (d) early replacement of lost or damaged durable medical equipment; and (e) other protocols reasonably required to provide Participants with access to health plan and pharmacy benefits, as applicable. Such protocols are applicable to Participants whose place of residency falls within impacted areas of the Catastrophic Event, and for dates of service that fall within the Catastrophic Event Timeframe.

The Prescription Drug List (PDL) paragraph in Section 4.6 Pharmacy Benefit Services, is deleted in its entirety and replaced with the following:

Prescription Drug List (PDL). Customer has adopted one or more of United's PDLs for use with Customer's benefit plans. Customer agrees not to copy, distribute, sell, or otherwise provide the PDL to another party without United's prior written approval, except to Participants as described below. On termination of this Agreement or if Customer terminates the Pharmacy Benefit Services portion of this Agreement, Customer will stop all use of the PDL.

While Customer is the ultimate decision-maker on selecting the design of Customer's PDL(s), Customer has requested that United supply and assist Customer with, certain PDL development and management functions including but not limited to drug tiering decisions. United's intent is to provide Customer with the same PDL and management strategies that United develops and employs in the management of United's fully insured business.

United makes the final classification of an FDA-approved prescription drug product to a certain tier of the PDL by considering a number of factors including, but not limited to, clinical and economic factors. Clinical factors may include, but are not limited to, evaluations of the place in therapy, relative safety or relative efficacy of the prescription drug product, as well as whether supply limits or notification requirements should apply. Economic factors may include, but are not limited to, the prescription drug product's acquisition cost including, but not limited to, available Rebates, and assessments on the cost effectiveness of the prescription drug product.

United may periodically change the placement of a prescription drug product among the tiers and/or recommend specific prescription drug product exclusions from coverage. These changes generally will occur three times per year, but no more than six times per calendar year. These changes may occur without prior notice to Customer however United will provide notice to Customer of material changes to the PDL, United's drug tier classification procedures, coverage exclusions, and clinical programs. If Customer chooses not to implement a particular coverage exclusion or clinical program change, Customer needs to inform United in writing sixty (60) days prior to the effective date of the exclusion or change. Current drug placement and related information may be obtained from the member website, or by calling customer service.

Any references in the Agreement to the Healthy Pregnancy Program are hereby changed to Maternity Program.

The Healthy Weight program no longer applies. If included in the Agreement, any references to the Healthy Weight Program are hereby removed.

Effective October 1, 2020, Section 4.3 Claim Recovery Services and Section 4.4 Abuse and Fraud Management and any reference to recovery services in the Agreement are deleted and replaced with the following:

Section 4.3 Claim Recovery Services. United will provide recovery services for Overpayments and other Plan recovery opportunities as described herein. No fees will be charged (a) if the Overpayment is solely the result of United's acts, or (b) for recoveries obtained through a class action where United does not file an opt-out case on behalf of Customer. United will not be responsible for reimbursement of any unrecovered Overpayment nor attorneys' fees and costs related to litigation or arbitration associated with recoveries except to the extent an arbitrator, arbitration panel, or court of competent jurisdiction determines that the Overpayment was due to United's gross negligence or willful misconduct. Under no circumstances will United be responsible for reimbursement of unrecovered Overpayments resulting from a third party's fraud.

Overpayments. United utilizes generally-accepted auditing protocols to identify Overpayments. United will attempt to recover Overpayments by employing appropriate outreach to Participants and/or providers to request reimbursement.

Fraud, Waste, and Abuse Management. United will provide services related to detection, and recovery of wasteful, abusive, and/or fraudulent claims. United's Fraud, Waste, and Abuse Management processes will be based upon United's proprietary and confidential procedures, modes of analysis, and investigations. United will use these procedures and standards in delivering Fraud, Waste, and Abuse Management services to Customer and to United's other customers. Services include all work to identify recovery opportunities, research, data analysis, investigation, and initiation of all Recovery Processes set forth below. United does not guarantee or warranty any particular level of prevention, detection, or recovery. United agrees to perform Fraud, Waste, and Abuse Management services pursuant to the industry standards for such services.

Credit Balance Recovery. United utilizes on-site resources to perform hospital and/or facility audits to review, validate, and recover credit balances (dollars) existing on patient accounts to identify any recoverable amounts.

Hospital Bill Audit. United utilizes on-site resources (registered/licensed nurses and/or certified coders) to perform in-depth reviews of hospital bills. Auditors will conduct line by line comparisons of itemized bills to the medical records to ensure billing accuracy and identify any recoverable amounts.

Subrogation. United will provide services to recover Plan benefits that were paid and are recoverable by the Plan because payment was or should have been made by a third party for the same medical expense (other than in connection with coordination of benefits, Medicare, or other Overpayments). This is referred to as "Third Party Liability Recovery" or "Subrogation". Customer will not engage any entity except United to provide the services described in this Section without United's prior approval.

Advanced Analytic Recovery Services. United will use large scale analytics, information, and analysis to identify post-adjudication claims for additional recovery opportunities.

Recovery Process – Non-Class Action Recoveries. Customer delegates to United the discretion and authority to develop and use standards and procedures for any recovery opportunity, including but not limited to, whether or not to seek recovery, what steps to take if United decides to seek recovery, whether to initiate litigation or arbitration, the scope of such litigation or arbitration, which legal theories to pursue in such litigation or arbitration, and all decisions relating to such litigation or arbitration, including but not limited to, whether to compromise or settle any litigation or arbitration, and the circumstances under which a claim may be compromised or settled for less than the full amount of the potential recovery. In all instances where United pursues recovery through litigation or arbitration, Customer, on behalf of itself and on behalf of its Plan(s), will be deemed to have granted United an assignment of all ownership, title and legal rights and interests in and to any and all claims that are the subject matter of the litigation or arbitration.

Customer acknowledges that use of United's standards and procedures may not result in full or partial recovery for any particular claim or for any particular Customer. United will not pursue any recovery if it is not permitted by any applicable law, or if recovery would be impractical, as determined in United's discretion. While United may initiate

litigation or arbitration to facilitate a recovery, United has no obligation to do so. If United initiates litigation or arbitration, Customer will cooperate with United in the litigation or arbitration.

If this Agreement terminates, in whole or in part, United can continue recovery activities for any claims paid when the Agreement was in effect pursuant to the terms of this Section A2.

Recovery Process – Class Action Recoveries. Where a class action purports to affect Customer's (or the Plan(s) it sponsors or administers) right to and interest in any Overpayment, United has the right to determine whether to seek recovery of the Overpayment on the Customer's (or the Plan(s) it sponsors or administers) behalf through litigation, arbitration, or settlement. If United elects to seek recovery of such an Overpayment that is at issue in a class action, United will provide written notice to Customer of its intention. If Customer does not want United to seek recovery of the Overpayment, Customer shall notify United in writing within thirty (30) days of receiving notice from United. If Customer does not so notify United, Customer, on behalf of itself and on behalf of the Plan(s) it sponsors and administers, assigns to United all ownership, title and legal rights and interests in and to any and all Overpayments that are the subject matter of the class action. In such cases, Customer will cooperate with United in any resulting litigation or arbitration that United may file to pursue the Overpayments.

If Customer provides United with written notice that it does not want United to seek recovery of an Overpayment related to a class action (whether putative or certified) then, pursuant to its standard procedures, United will provide Customer with related Overpayment claims information, at Customer's request. Customer is then solely responsible for determining whether it (or the Plan(s) it sponsors or administers) will participate in the class action (whether putative or certified), participate in any class action settlement, pursue recovery of the relevant Overpayment outside of the class action, or take any other action with respect to any cause of action the Customer (or the Plan(s) it sponsors or administers) might have.

If this Agreement terminates, in whole or in part, United can continue recovery activities for any claims paid when the Agreement was in effect pursuant to the terms of this Section A2.

Offsetting Process. In some instances, United may be able to obtain an Overpayment recovery by applying (or offsetting) the Overpayment against future payments to the provider made by United. In effectuating Overpayment recoveries through offset, United will follow its established Overpayment recovery rules which include, among other things, prioritizing Overpayment credits based on: (1) the age of the Overpayment for electronic payments and (2) the funding type and the age of the Overpayment for check payments. United may recover the Overpayment by offsetting, in whole or in part, against: (1) future benefits that are payable under the Plan in connection with services provided to any Participants; or (2) future benefits that are payable in connection with services provided to individuals covered under other self-insured or fully-insured plans for which United processes payments. In addition to permitting United to recover Overpayments on behalf of the Plan from benefits payable under other plans, United will enable other plans (including plans fully insured by United) to recover their Overpayments from benefits payable under the Plan. Customer understands and agrees that in doing so, the Plan is participating in a cooperative overpayment recovery effort with other plans for which United acts as the claims administrator. Reallocations pursuant to this process in no way impact the decision as to whether or not a benefit is payable under the Plan. In United's application of Overpayment recovery through offset, timing differences may arise in the processing of claims payments, disbursement of provider checks, and the recovery of Overpayments. As a result, the Plan may in some instances receive the benefit of an Overpayment recovery before United actually receives the funds from the provider. Conversely, United may receive the funds before the Plan receives the credit for the Overpayment. It is hereby understood that the Parties may retain any interest that accrues as a result of these timing differences. Details associated with Overpayment recoveries made on behalf of the Plan through offset will be identified in the monthly reconciliation report provided to the designated representative for the Customer's Plan. The monthly reconciliation report will contain information relating only to Customer's Plan and will not contain information relating to other plans for which United acts as the claims administrator.

Recovery Fees. Customer will be charged a fee for the services described in this Section 4.3. That fee is set forth in Exhibit B-Fees.

Effective July 1, 2020, coordination of benefits is in full force and effect as described in Section E Claims Administration Services of Exhibit A as follows.

Service	Comments
Standard coordination of benefits for all claims.	

EXHIBIT B

Contract Number 752321

The following financial terms are effective for the period October 1, 2019 through September 30, 2021.

The Standard Medical Service Fees are the sum of the following:

The Standard Medical Service Fees are as stated below. These fees do not include state or Federal surcharges, assessments, or similar Taxes imposed by governmental entities or agencies on the Plan or United, including but not limited to those imposed pursuant to The Patient Protection and Affordable Care Act of 2010, as amended from time to time as these are the responsibility of the Plan. The Standard Medical Fees are based upon an estimated minimum of 662 enrolled Employees in 2019 and 682 enrolled Employees in 2020.

Effective October 1, 2019 through September 30, 2020

\$20.62 per Employee per month.

Average Contract Size: 1.66

Effective October 1, 2019 through September 30, 2020

\$16.94 per Employee per month.

Average Contract Size: 1.66

Pharmacy AWP Contract Rate

Customer's contract rate for prescription drugs is as provided in Exhibit C. United uses Medi-Span's national drug data file as the source for average wholesale price (AWP) information. United reserves the right to revise the pricing and adopt a new source or benchmark if there are material industry changes in pricing methodologies.

Pharmacy Administrative Fee Credit

The Standard Medical Services Fees reflect a credit in the amount of \$28.50 pepm in 2019.

The Standard Medical Services Fees reflect a credit in the amount of \$32.18 pepm in 2020.

Other Fees

Service Description	Fee
Fraud and Abuse Management	Fee equal to thirty-two and five-tenths percent (32.5%) of the gross recovery amount Effective October 1, 2020 Fee equal to 22% of the gross recovery amount.
Hospital Audit Program Services	Fee not to exceed thirty-one percent (31%) of the gross recovery amount Effective October 1, 2020 Fee not to exceed 22% of the gross recovery amount.
Credit Balance Recovery Services	Fee not to exceed ten percent (10%) of the gross recovery amount.
Litigation and Arbitration Fees for Recoveries	Effective October 1, 2020 Outside attorneys' fees and costs directly incurred in connection with litigation or arbitration to recover any Overpayments and other Plan recovery opportunities will be deducted from the gross recovery prior to the assessment of any applicable United fees (as indicated in this Exhibit).

Third Party Liability Recovery (Subrogation) Services	Fee equal to thirty-three and one-third percent (33.3%) of the gross recovery amount
Shared Savings Program	Customer will pay a fee equal to 35% of the Savings Obtained as a result of the Shared Savings Program. The savings used to calculate the fee per individual claim for Shared Savings shall not exceed \$50,000. Accordingly, the fee per individual claim will not exceed 35% of \$50,000. Savings Obtained means the amount that would have been payable to a health care provider, including amounts payable by both the Participant and the Plan, if no discount were available, minus the amount that is payable to the health care provider, again, including amounts payable by both the Participant and the Plan, after the discount is taken.
Advanced Analytics and Recovery Services	Fee equal to twenty four percent (24%) of the gross recovery amount
External Reviews	For each subsequent external review beyond 5 total reviews per year, a fee of \$500 will apply per review.

Other Payments – Commission Funds

Customer has requested United to pay certain broker or vendor commissions or fees (Commission Funds) on Customer's behalf. The Commission Funds shall be set by Customer, and paid on a monthly basis until United receives written instructions from Customer to cease making the monthly payment. In connection therewith, Customer has determined to pay these Commission Funds to United monthly along with Our monthly administration fee and authorize United to forward payment of the Commission Funds directly to the broker or vendor. Customer will provide United with prompt notice of the amounts, the persons to pay, and whenever this arrangement changes or ends. The Commission Funds are not subject to any Performance Standards, if applicable. The decision to pay Commission Funds to a third party (i.e., broker), and responsibility for funding such payments, are Customer's. Customer represents that the fees or commissions Customer is directing us to pay hereunder are reasonable compensation for administrative services provided by the third party to the Plan.

Monthly Commission Payment to Customer's Broker or Vendor as Directed by Customer

\$1.50 per Employee per month for the benefits covered by this Agreement and is included in the Standard Medical Service Fees.

COBRA Administration

Contract No.: 752321

The following financial terms are effective for the period October 1, 2018 through September 30, 2020. The fees are included in the Standard Medical Service Fees.

COBRA Billing Set Up and Maintenance	Year One	Year Two
	Included	Included
Group Setup Fee (one time fee at implementation)	Included	n/a

COBRA Continuant Takeover Charge (one-time charge per current continuant from previous COBRA administrator)	Included	n/a
On-going Maintenance Fee (annual fee in subsequent years after implementation)	n/a	Included
COBRA Services		
Ongoing COBRA Continuant Per Month Charge	Included	Included
Qualifying Event Notification (QEN) includes distribution of QENs and election forms via proof of mail with instructions, and processing of enrollment forms returned (per notice)	Included	Included
Outside Carrier Eligibility Feeds and Premium Remittance (per carrier per month)	Included	Included
COBRA / HIPAA Initial Rights Notifications (per notice) AKA New Hire Notification	Included	Included
Women's Health Cancer Rights Act (WHCRA) Notices (per notice)	Included	Included

State Continuation Notification (per notice)	Included	Included
Past Due Notices to Continuant (per notice, upon request)	Included	Included
Direct (Retiree) Billing Services		
Direct (Retiree) Billing (per continuant per month)	\$4.50	\$4.50
Past Due Notices to Continuant (per notice, upon request)	Included	Included
The following are Optional Employee Notification Services Available to customers purchasing COBRA/Direct Bill Services		
Retro COBRA / HIPAA Initial Rights Notices (per notice)	\$3.00	\$3.00
Post-COBRA HIPAA Certificates of Coverage on <u>outside</u> COBRA members (per certificate)*	\$3.00	\$3.00
HIPAA Privacy Notices (per notice)	\$3.00	\$3.00
Medicare-D Notifications	\$0.95	\$0.95
Open Enrollment Services		

Open Enrollment Service (per person):
Includes packaging and distribution of all related benefit materials and/or informational documents as designated by and provided by the client

*There is a \$100 minimum for Open Enrollment Services

\$8.00
Plus Postage

\$8.00
Plus Postage

*We provide these certificates through our internal processes as part of standard services for UnitedHealthcare members.

Effective October 1, 2020 through September 30, 2022

COBRA Billing Set Up and Maintenance	Year One	Year Two
	Included	Included
Group Setup Fee (one time fee at implementation)	Included	n/a
COBRA Continuant Takeover Charge (one-time charge per current continuant from previous COBRA administrator)	Included	n/a
On-going Maintenance Fee (annual fee in subsequent years after implementation)	n/a	Included
COBRA Services		
Ongoing COBRA Continuant Per Month Charge	Included	Included
Qualifying Event Notification (QEN) includes distribution of QENs and election forms via proof of mail with instructions, and processing of enrollment forms returned (per notice)	Included	Included
Outside Carrier Eligibility Feeds and Premium Remittance (per carrier per month)	Included	Included
COBRA / HIPAA Initial Rights Notifications (per notice) AKA New Hire Notification	Included	Included

Women's Health Cancer Rights Act (WHCRA) Notices (per notice)	Included	Included
State Continuation Notification (per notice)	Included	Included
Past Due Notices to Continuant (per notice, upon request)	Included	Included
Direct (Retiree) Billing Services		
Direct (Retiree) Billing (per continuant per month)	\$4.50	\$4.50
Past Due Notices to Continuant (per notice, upon request)	Included	Included
The following are Optional Employee Notification Services Available to customers purchasing COBRA/Direct Bill Services		
Retro COBRA / HIPAA Initial Rights Notices (per notice)	\$3.00	\$3.00
Post-COBRA HIPAA Certificates of Coverage on <u>outside</u> COBRA members (per certificate)*	\$3.00	\$3.00
HIPAA Privacy Notices (per notice)	\$3.00	\$3.00
Medicare-D Notifications	\$0.95	\$0.95
Open Enrollment Services		
Open Enrollment Service (per person): Includes packaging and distribution of all related benefit materials and/or informational documents as designated by and provided by the client	\$8.00 Plus Postage	\$8.00 Plus Postage
*There is a \$100 minimum for Open Enrollment Services		
*We provide these certificates through our internal processes as part of standard services for UnitedHealthcare members.		

EXHIBIT C – PERFORMANCE STANDARDS FOR HEALTH BENEFITS

The Standard Medical Service Fees (excluding Optional and Non-Standard Fees and that portion of the Standard Medical Service Fees attributable to Commission Funds, if applicable, as described in Exhibit B), (hereinafter referred to as “Fees in this Exhibit”) payable by Customer under this Agreement will be adjusted through a credit to its fees in accordance with the performance guarantees set forth below unless otherwise defined in the guarantee. Unless otherwise specified, these guarantees apply to medical benefits and are effective for the period October 1, 2019 through September 30, 2021 (each twelve month period is a “Guarantee Period”). With respect to the aspects of United's performance addressed in this exhibit, these fee adjustments are Customer's exclusive financial remedies.

These guarantees will become effective upon the later of (1) the effective date of the Guarantee Period; or (2) the date this Agreement is signed by both parties. In the event these guarantees become effective later than the effective date of the Guarantee Period: (1) quarterly guarantees will become effective beginning with the next calendar quarter following signature of this Agreement by both parties and (2) annual guarantees will become effective commencing with the Term of the Agreement during which this Agreement is signed by both parties.

United shall not be required to meet any of the guarantees provided for in this Agreement or amendments thereto to the extent its failure is due to Customer's actions or inactions or if United fails to meet these standards due to fire, embargo, strike, war, accident, act of God, acts of terrorism or United's required compliance with any law, regulation, or governmental agency mandate or anything beyond United's reasonable control.

Prior to the end of the Guarantee Period, and provided that this Agreement remains in force, United may specify to Customer in writing new performance guarantees for the subsequent Guarantee Period. If United specifies new performance guarantees, United will also provide Customer with a new Exhibit that will replace this Exhibit for that subsequent Guarantee Period.

Claim is defined as an initial and complete written request for payment of a Plan benefit made by an enrollee, physician, or other healthcare provider on an accepted format. Unless stated otherwise, the claims are limited to medical claims processed through the UNET claims systems. Claims processed and products administered through any other system, including claims for other products such as vision, dental, flexible spending accounts, health reimbursement accounts, health savings accounts, or pharmacy coverage, are not included in the calculation of the performance measurements. Also, services provided under capitated arrangements are not processed as a typical claim; therefore capitated payments are not included in the performance measurements.

Effective October 1, 2019 through September 30, 2020

Pharmacy Financials			
Definition	Contracted pharmacy rates that will be delivered to You.		
Measurement and Criteria			10/01/2019
	Combined Discount Guarantee		
	Retail Brand, Average Wholesale Price (AWP) less		17.5%
	Retail Generic, AWP less		80.0%
	Mail Order Brand, AWP less		25.0%
	Mail Order Generic, AWP less		84.0%
	The Guaranteed Discount amount will be determined by multiplying the AWP by the guaranteed discount off AWP by each component and adding the amounts together.		
	Dispensing Fees		
	Retail Brand		\$1.00
	Retail Generic		\$1.00
	Dispensing fee totals are calculated by multiplying the actual scripts for each type by the contracted rate for that script type.		
	Fixed Rebate Guarantee (Advantage PDL)		

-	Basis, per script	Brand
-	Retail - 30 and 90 Day	\$37.80
-	Mail Order	\$144.96
-	Specialty	\$372.26
	Fees	
	Administrative Fee Credit (PEPM)	\$28.50
Level	Customer Specific	
Period	Annually	
Payment Period	Annually	
Payment Amount -- Discounts	The amount the actual discounts are less than the combined guaranteed Retail, Mail, and Specialty discount amount.	
Payment Amount -- Dispensing Fees	The amount the combined actual dispensing fee exceeds the combined contracted dispensing fee.	
Payment Amount -- Rebates	The amount the combined actual Rebate amount is less than the combined guaranteed Rebate amount.	
Conditions	Discount Specific Conditions • Discounts are based on actual Network Pharmacy brand and generic usage of retail and mail order drugs. The guaranteed discount amount will be determined by multiplying the AWP by the contracted discount rate off AWP by component. • Does not apply to items covered under the Plan for which no AWP measure exists. • Discounts calculated based on AWP less the ingredient cost; discount percentages are the discounts divided by the AWP. Discounts for retail and mail order generic prescriptions represent the average AWP based on savings off Maximum Allowable Cost (MAC) pricing for MAC generics and percentage discount savings off AWP for non-MAC generics. All other discounts represent the percentage discount savings off of AWP. • The arrangement excludes all specialty drugs, generic medications launched as an 'at-risk' product, generic medication with pending litigation, compound drugs, retail out of network claims, mail order drugs (for dispensing fee arrangement) and non-drug items. • The Arrangement includes usual & customary claims, vaccines, long term care facility claims, veterans' affairs facility claims, over-the-counter claims. • When a drug is identified as a brand name drug, it will be considered a brand name drug for the calculation of discount guarantees. When a drug is identified as a generic drug, it will be considered a generic drug for the calculation of discount guarantees. • Drugs in the following Specialty therapeutic categories are included in the retail guarantees: HIV. Rebate Specific Conditions • Assumes implementation of United's Advantage PDL United reserves the right to modify or eliminate this arrangement as follows based upon changes in Rebates: • if changes made to United's PDL, for the purpose of achieving a lower net drug cost for Customer and United's other ASO customers, result in significant reductions to the Rebate level • in the event that there are material deviations to the anticipated timing of drugs that will come off patent and no longer generate Rebates • if there is a change impacting the availability or amount of Rebates offered by drug manufacturer(s), including changes related to the elimination or material modification of a drug manufacturer(s) historic models or practices related to the provision of Rebates • if Customer changes or does not elect an Incented plan design • United will pay Fixed Rebates consistent with the Agreement. To the extent Rebates paid to United exceed the Fixed Rebate amount, We will retain the excess, including any Rebates United may earn on prescription drug products in any tiers not included in this arrangement and any related interest.	

- - - TRRX (04/2019)	• Rebate Administrative Fee: United maintains systems and processes necessary for managing and administering Rebate programs. As consideration for these efforts, pharmaceutical manufacturers pay United administrative fees in addition to Rebates. Rebate Administration fees are included in the guaranteed rebate arrangement. • If Customer terminates pharmacy benefit services with United prior to 09/30/2020, United will retain any and all pending or future Rebates payable under the Agreement as of the effective date of the termination of pharmacy benefit services. • Drugs in the following Specialty therapeutic categories are included in the retail per-Brand guarantees: HIV. General Conditions • On mail order drugs and retail pharmacy drugs and services including dispensing fees, United will retain the difference between what United reimburses the Network Pharmacy and Customer's payment for a prescription drug product or service. • A minimum of 596 Employees and 986 Participants enrolled in the pharmacy plan is required. • The lessor of three logic (non-ZBL) will apply to Participant payments. Participants pay the lessor of the discounted price, the usual and customary charge or the cost share amount. • All pricing guarantees require the selection of United as the exclusive mail provider. • United reserves the right to revise or revoke this arrangement if: a) changes in federal, state or other applicable law or regulation require modifications; b) there are material changes to the AWP as published by the pricing agency that establishes the AWP as used in these arrangements; c) Customer makes benefit changes that impact the arrangements; d) there is a material industry change in pricing methodologies resulting in a new source or benchmark; e) it is not accepted within ninety (90) days of the issuance of our initial quote; f) if Customer changes their mail service benefit.
--	--

Effective October 1, 2020 through September 30, 2021.

Pharmacy Financials			
Definition	Contracted pharmacy rates that will be delivered to You.		
Measurement and Criteria			10/01/2020
	Combined Discount Guarantee - Broad Network		
	Retail Brand, Average Wholesale Price (AWP) less		17.5%
	Retail Generic, AWP less		80.0%
	Mail Order Brand, AWP less		25.0%
	Mail Order Generic, AWP less		84.0%
	The Guaranteed Discount amount will be determined by multiplying the AWP by the guaranteed discount off AWP by each component and adding the amounts together.		
	Dispensing Fees - Broad Network		
	Retail Brand		\$0.56
	Retail Generic		\$0.56
	Dispensing fee totals are calculated by multiplying the actual scripts for each type by the contracted rate for that script type.		
	Fixed Rebate Guarantee (Advantage PDL)		

	Basis, per script			Brand
	Retail - 30 and 90 Day			\$59.73
	Mail Order			\$243.66
	Specialty			\$731.32
	Credits and Allowances			
	Rebate Fee Credit (PEPM)			\$32.18
	Fees			
Level	Customer Specific			
Period	Annually			
Payment Period	Annually			
Payment Amount -- Discounts	The amount the actual discounts are less than the combined guaranteed Retail and Mail discount amount.			
Payment Amount -- Dispensing Fees	The amount the combined actual dispensing fee exceeds the combined contracted dispensing fee.			
Payment Amount -- Rebates	The amount the combined actual Rebate amount is less than the combined guaranteed Rebate amount.			
Conditions	Discount & Dispense Fee Specific Conditions • Discounts are based on actual Network Pharmacy brand and generic usage of retail and mail order drugs. The guaranteed discount amount will be determined by multiplying the AWP by the contracted discount rate off AWP by component. • Does not apply to items covered under the Plan for which no AWP measure exists. • Discounts calculated based on AWP less the ingredient cost; discount percentages are the discounts divided by the AWP. Discounts for retail and mail order generic prescriptions represent the average AWP based on savings off Maximum Allowable Cost (MAC) pricing for MAC generics and percentage discount savings off AWP for non-MAC generics. All other discounts represent the percentage discount savings off of AWP. • The arrangement excludes all specialty drugs, generic medications launched as an 'at-risk' product, generic medication with pending litigation, compound drugs, retail out of network claims, mail order drugs (for dispensing fee arrangement) and Indian Health Service Claims. • The Arrangement excludes vaccines. • The Arrangement includes usual & customary claims, long term care facility claims, veterans' affairs facility claims, over-the-counter claims. • The Mail Order guarantee includes drugs dispensed for 46 days or greater. • When a drug is identified as a brand name drug, it will be considered a brand name drug for the calculation of discount guarantees. When a drug is identified as a generic drug, it will be considered a generic drug for the calculation of discount guarantees. • Drugs in the following Specialty therapeutic categories are included in the retail guarantees: None. Rebate Specific Conditions • Assumes implementation of United's Advantage PDL. • Calculation of the guaranteed rebate amount will exclude ineligible claims including claims where the plan is not the primary payer, claims approved by formulary exception, claims not covered by Customer's benefit design or PDL, grandfathered products, claims from 340B, long term care or federal government pharmacies, consumer card or discount card program claims and direct member reimbursement claims.			

United reserves the right to modify or eliminate this arrangement as follows based upon changes in Rebates:

- if changes made to United's PDL, for the purpose of achieving a lower net drug cost for Customer and United's other ASO customers, result in significant reductions to the Rebate level
- if the percentage of enrolled pharmacy members with coverage access to authorized brand alternatives exceeds 0%
- in the event that there are material deviations to the anticipated timing of drugs that will come off patent and no longer generate Rebates
- if there is a change impacting the availability or amount of Rebates offered by drug manufacturer(s), including changes related to the elimination or material modification of a drug manufacturer(s) historic models or practices related to the provision of Rebates
- if Customer changes or does not elect an Incented plan design
- United will pay Fixed Rebates consistent with the Agreement. To the extent Rebates paid to United exceed the Fixed Rebate amount, We will retain the excess, including any Rebates United may earn on prescription drug products in any tiers not included in this arrangement and any related interest.
- Rebate Administrative Fee: United maintains systems and processes necessary for managing and administering Rebate programs. As consideration for these efforts, pharmaceutical manufacturers pay United administrative fees in addition to Rebates. Rebate Administration fees are included in the guaranteed rebate arrangement.
- If Customer terminates pharmacy benefit services with United prior to 09/30/2021, United will retain any and all pending or future Rebates payable under the Agreement as of the effective date of the termination of pharmacy benefit services.
- Drugs in the following Specialty therapeutic categories are included in the retail per-Brand guarantees: None.
- Vaccines are excluded from the claim counts.

Credits and Allowances

- Rebate Fee Credit: In addition to the guaranteed rebates, Customer will receive a rebate fee credit. Under this arrangement, rebates retained by United are used to lower the medical administration fee.

General

Conditions

- All pricing guarantees shall remain in effect for the entire contract period of 10/01/2020 through 09/30/2021 ("Pharmacy Pricing Term"). Each twelve month period is a Guarantee Period.
- In the event vaccines are covered under the pharmacy benefit, vaccines will be excluded from the discount, dispense fee and rebate guarantees.
- On mail order drugs, specialty drugs, and retail pharmacy drugs and services including dispensing fees, United will retain the difference between what United reimburses the Network Pharmacy and Customer's payment for a prescription drug product or service.
- Pricing and guarantees assume enrollment of 682 Employees and 1,133 Participants; pricing and guarantees may be revised or withdrawn if actual enrollment varies by 10% or more from assumptions.
- The lessor of three logic (non-ZBL) will apply to Participant payments. Participants pay the lessor of the discounted price, the usual and customary charge or the cost share amount.
- All pricing guarantees require the selection of United as the exclusive mail provider.

United will have no financial guarantee obligation under the Agreement for any partial Guarantee Period if Customer terminates prior to the end of the Pharmacy Pricing Term.

• United reserves the right to revise or revoke this arrangement if: a) changes in federal, state or other applicable law or regulation require modifications; b) there are material changes to the AWP as published by the pricing agency that establishes the AWP as used in these arrangements; c) Customer makes benefit changes that impact the arrangements; d) there is a material industry change in pricing methodologies resulting in a new source or benchmark; e) it is not accepted within ninety (90) days of the issuance of our initial quote; f) if Customer changes their mail service benefit; g) Customer utilizes a vendor, that facilitates steering members to different drugs or pharmacies to the extent these services impact the financial guarantees under this Agreement.

TRRX (03/2020)



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Anthony Parker

cc:

Date: Tuesday, November 17, 2020

Re: Authorize the acceptance of the FY20 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Award from the US Department of Justice in the amount of \$18,866.
File Number: 2020-813
Minute Book #

Summary

2020 Department of Justice Byrne Grant Award

Recommendation Statement

I recommend acceptance of the FY20 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Award from the US Department of Justice in the amount of \$18,866.

Please place this on the November 17, 2020 City Council meeting for consideration.



Department of Justice (DOJ)

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 19, 2020

The Honorable Toby Barker
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401-3451

Dear Mayor Barker:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by City of Hattiesburg for an award under the OJP funding opportunity entitled "JAG Local: Eligible Allocation Amounts of Less than \$25,000." The approved award amount is \$18,866. These funds are for the project entitled City of Hattiesburg & Forrest County Byrne JAG Program FY 2020.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should City of Hattiesburg accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact Linda L. Hill, Program Manager at (202) 353-9196; and
- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at ask.ocfo@usdoj.gov.

We look forward to working with you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Katharine T. Sullivan", is located below the "Sincerely," text.

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Encl.



Department of Justice (DOJ)

Office of Justice Programs

Office of Civil Rights

Washington, DC 20531

September 19, 2020

The Honorable Toby Barker
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401-3451

Dear Mayor Barker:

Congratulations on your recent award. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

Grant

PAGE 1 OF 30

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401-3451

4. AWARD NUMBER: 2020-DJ-BX-0204

5. PROJECT PERIOD: FROM 10/01/2019 TO 09/30/2021
BUDGET PERIOD: FROM 10/01/2019 TO 09/30/2021

6. AWARD DATE 09/19/2020

7. ACTION

Initial

2a. GRANTEE IRS/VENDOR NO.

646000432

8. SUPPLEMENT NUMBER

00

2b. GRANTEE DUNS NO.

079448130

9. PREVIOUS AWARD AMOUNT

\$ 0

3. PROJECT TITLE

City of Hattiesburg & Forrest County Byrne JAG Program FY 2020

10. AMOUNT OF THIS AWARD

\$ 18,866

11. TOTAL AWARD

\$ 18,866

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY20(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)

14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)

16.738 - Edward Byrne Memorial Justice Assistance Grant Program

15. METHOD OF PAYMENT

GPRS

AGENCY APPROVAL

GRANTEE ACCEPTANCE

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Toby Barker
Mayor

17. SIGNATURE OF APPROVING OFFICIAL

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. REG.	OFC.	SUB.	POMS	AMOUNT
X	B	DJ	80	00	00		18866

21. VDJUGT3853



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 30

PROJECT NUMBER 2020-DJ-BX-0204

AWARD DATE 09/19/2020

SPECIAL CONDITIONS

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 recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. 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.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
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PROJECT NUMBER 2020-DJ-BX-0204

AWARD DATE 09/19/2020

SPECIAL CONDITIONS

2. Applicability of Part 200 Uniform Requirements

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") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.



Department of Justice (DOJ)
Office of Justice Programs
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**AWARD CONTINUATION
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PROJECT NUMBER 2020-DJ-BX-0204

AWARD DATE 09/19/2020

SPECIAL CONDITIONS

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must 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. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 5 OF 30

PROJECT NUMBER 2020-DJ-BX-0204

AWARD DATE 09/19/2020

SPECIAL CONDITIONS

8. Requirements related to System for Award Management and Universal Identifier Requirements

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 the currency of 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 OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
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PROJECT NUMBER 2020-DJ-BX-0204

AWARD DATE 09/19/2020

SPECIAL CONDITIONS

9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
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PROJECT NUMBER 2020-DJ-BX-0204

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any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" 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 subrecipient) -- (1) 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 (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.



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13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.



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14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP 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 OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") 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").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) 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.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") 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.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") 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."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), 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 recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



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24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP 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 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 OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, 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: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") 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 issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. 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

b. 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.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), 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

(2) 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 subrecipient, 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.



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

The recipient (and any subrecipient 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, 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 recipient 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 recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. 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 recipients and subrecipients ("subgrantees") 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.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient 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.



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31. Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; unallowable costs; notification
1. If the recipient is a "State," a local government, or a "public" institution of higher education:
- A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded wholly or partly with award funds is subject to any "information-communication restriction."
- B. Also, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient, at any tier, described in par. 1.A of this condition) that would be reimbursed wholly or partly with award funds was subject to any information-communication restriction.
- C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) described in par. 1.A of this condition, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: information-communication restrictions; ongoing compliance."
- D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient (at any tier) described in par. 1.A of this condition, may be subject to any information-communication restriction. Also, any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.
2. Any subaward (at any tier) to a subrecipient described in par. 1.A of this condition must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.
3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "Noninterference ... information-communication restrictions; ongoing compliance" award condition.
4. Rules of Construction
- A. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... information-communication restrictions; ongoing compliance" condition.
- B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... information-communication restrictions; ongoing compliance" condition are incorporated by reference as though set forth here in full.



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32. Authority to obligate award funds contingent on no use of funds to interfere with federal law enforcement: information-communication restrictions; unallowable costs; notification

1. If the recipient is a "State," a local government, or a "public" institution of higher education:

A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."

B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient, at any tier, described in paragraph 1.A of this condition) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.

C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) described in paragraph 1.A of this condition, is in compliance with the award condition entitled "No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance."

D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient (at any tier) described in paragraph 1.A of this condition, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" award condition.

4. Rules of Construction

A. For purposes of this condition "information-communication restriction" has the meaning set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" condition.

B. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" condition are incorporated by reference as though set forth here in full.



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33. Noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; ongoing compliance

1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, -agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status to/from DHS; or (2) a government entity or -agency from sending, requesting or receiving, or exchanging information regarding immigration status to/from/with DHS, or from maintaining such information. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) "DHS" means the U.S. Department of Homeland Security.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.



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34. No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance

1. Throughout the period of performance, no State or local government entity, -agency, or -official may use funds under this award (including under any subaward, at any tier) to prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status to/from DHS; or (2) a government entity or -agency from sending, requesting or receiving, or exchanging information regarding immigration status to/from with DHS, or from maintaining such information. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) "DHS" means the U.S. Department of Homeland Security.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.



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SPECIAL CONDITIONS

35. Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law-enforcement-sensitive information

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law-enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law-enforcement-sensitive information" means records or information compiled for any law-enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.



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SPECIAL CONDITIONS

36. No use of funds to interfere with federal law enforcement: No public disclosure of certain law-enforcement-sensitive information

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no funds under this award may be used to make any public disclosure of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

- A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law-enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law-enforcement-sensitive information" means records or information compiled for any law-enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.



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SPECIAL CONDITIONS

37. Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. Noninterference with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

B. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

C. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.



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SPECIAL CONDITIONS

38. No use of funds to interfere with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. No use of funds to interfere with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may use funds under this award to interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

B. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

C. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.



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39. Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies with respect to the "program or activity" funded (wholly or partly) by this award, as of the date the recipient accepts the award, and throughout the rest of the award period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations--including 8 USC 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain" in the U.S., and 8 CFR 287.5(a), under which that power may be exercised "anywhere in or outside" the U.S.--within the funded program or activity, no State or local government entity, -agency, or -official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under sec. 101 of the Immigration and Nationality Act (INA) (8 USC 1101(a)(3)), except that, with respect to a juvenile offender, it means "criminal alien."

(2) The term "juvenile offender" means what it means under 28 CFR 31.304(f) (as in effect on Jan. 1, 2020).

(3) The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of-

(a) conviction described in 8 USC 1227(a)(2), or

(b) conduct described in 8 USC 1227(a)(4).

(4) The term "conviction" means what it means under 8 USC 1101(a)(48). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)

(5) The term "correctional facility" means what it means under 34 USC 10251(a)(7)) as of January 1, 2020.

(6) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that-

(a) is designed to prevent or to significantly delay or complicate, or

(b) has the effect of preventing or of significantly delaying or complicating.



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- (7) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.
- (8) A "public" institution of higher education is one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")
- (9) "Program or activity" means what it means under 42 USC 2000d-4a.
- B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.
- IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.



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40. No use of funds to interfere with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 USC 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 CFR 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- no State or local government entity, -agency, or -official may use funds under this award to interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (8 USC 1101(a)(3)), except that, with respect to a juvenile offender, it means "criminal alien."

(2) The term "juvenile offender" means what it means under 28 CFR 31.304(f) (as in effect on Jan. 1, 2020).

(3) The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of—

(a) conviction described in 8 USC 1227(a)(2), or

(b) conduct described in 8 USC 1227(a)(4).

(4) The term "conviction" means what it means under 8 USC 1101(a)(48). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)

(5) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 USC 10251(a)(7)).

(6) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that—

(a) is designed to prevent or to significantly delay or complicate, or



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(b) has the effect of preventing or of significantly delaying or complicating.

(7) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(8) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(9) "Program or activity" means what it means under 42 USC 2000d-4a.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

41. Requirement to collect certain information from subrecipients

Except as provided in this condition, the recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed subrecipient responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All subrecipient responses must be collected and maintained by the recipient, consistent with document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

42. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

43. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.



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44. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

45. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

46. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.



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47. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bjagov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

48. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.



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49. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

50. Certification of body armor "mandatory wear" policies

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

51. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

52. Body armor - impact on eligibility for other program funds

The recipient understands that the use of funds under this award for purchase of body armor may impact eligibility for funding under the Bulletproof Vest Partnership (BVP) program, a separate program operated by BJA, pursuant to the BVP statute at 34 USC 10531(c)(5).

53. Reporting requirements

The recipient must submit quarterly Federal Financial Reports (SF-425) and annual performance reports through OJP's GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

54. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

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PROJECT NUMBER 2020-DJ-BX-0204

AWARD DATE 09/19/2020

SPECIAL CONDITIONS

55. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

56. JAG FY 2020 - Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2019 [BJA]

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2019

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2019), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through a Grant Adjustment Notice, the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

57. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

58. Encouragement of submission of "success stories"

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at [https:// www.bja.gov/ Login.aspx](https://www.bja.gov/Login.aspx) to access the Success Story Submission form. If the recipient does not yet have a My BJA account, please register at [https:// www.bja.gov/ profile.aspx](https://www.bja.gov/profile.aspx). Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at [https:// www.bja.gov/ SuccessStoryList.aspx](https://www.bja.gov/ SuccessStoryList.aspx).



Department of Justice (DOJ)
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**AWARD CONTINUATION
SHEET
Grant**

PAGE 30 OF 30

PROJECT NUMBER 2020-DJ-BX-0204

AWARD DATE 09/19/2020

SPECIAL CONDITIONS

59. Initial period of performance; requests for extension

The recipient understands that the initial period of performance for this award is two years. The recipient further understands that any requests for an extension of the period of performance for this award will be approved automatically for up to a total of two additional years, pursuant to 34 U.S.C. 10152(f) and in accordance with the program solicitation associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of the Director of BJA.

60. Withholding of funds: Required certification from the chief executive of the applicant government

The recipient may not obligate, expend, or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

61. Withholding of funds: Disclosure of lobbying

The recipient may not obligate, expend, or draw down any funds under this award until it has provided to the grant manager for this OJP award a complete Disclosure of Lobbying Activities (SF-LLL) form, and OJP has issued a Grant Adjustment Notice to remove this special condition.

62. Withholding of funds: Memorandum of Understanding

The recipient may not obligate, expend, or draw down any award funds until OJP has reviewed and approved the Memorandum of Understanding (MOU), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for City of Hattiesburg

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.

 Department of Justice (DOJ) Office of Justice Programs Bureau of Justice Assistance	GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY	
	Grant	
	PROJECT NUMBER 2020-DJ-BX-0204	PAGE 1 OF 1
This project is supported under FY20(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)		
1. STAFF CONTACT (Name & telephone number) Linda L. Hill (202) 353-9196 2. PROJECT DIRECTOR (Name, address & telephone number) Jennifer Shows Grant Coordinator P.O. Box 1898 Hattiesburg, MS 39403-1898 (601) 545-4544		
3a. TITLE OF THE PROGRAM JAG Local: Eligible Allocation Amounts of Less than \$25,000		3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)
4. TITLE OF PROJECT City of Hattiesburg & Forrest County Byrne JAG Program FY 2020		
5. NAME & ADDRESS OF GRANTEE City of Hattiesburg 200 Forrest Street Hattiesburg, MS 39401-3451		6. NAME & ADDRESS OF SUBGRANTEE
7. PROGRAM PERIOD FROM: 10/01/2019 TO: 09/30/2021		8. BUDGET PERIOD FROM: 10/01/2019 TO: 09/30/2021
9. AMOUNT OF AWARD \$ 18,866		10. DATE OF AWARD 09/19/2020
11. SECOND YEAR'S BUDGET		12. SECOND YEAR'S BUDGET AMOUNT
13. THIRD YEAR'S BUDGET PERIOD		14. THIRD YEAR'S BUDGET AMOUNT
15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse) The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation) and 8) mental health programs and related law enforcement and corrections programs. This JAG award will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Funded programs or initiatives may include multijurisdictional drug and gang task forces, crime prevention and domestic violence programs, courts, corrections, treatment, justice information		

sharing initiatives, or other programs aimed at reducing crime and/or enhancing public/officer safety.

NCA/NCF

Legacy Award Package

✓ Award Letter

Please refer to the Legacy Award Package attachment.

✓ Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) 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 subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official

Name of Approving Official

Signed Date And Time

Authorized Representative

Declaration and Certification

Entity Acceptance

Title of Authorized Entity Official

Mayor

Name of Authorized Entity Official

Toby Barker

Signed Date And Time

10/28/2020 11:42 AM



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, November 17, 2020

Re: Acknowledge bids received October 29, 2020 for the Infrastructure Improvements Along Lamar Boulevard - Street project and accept the bid from Walters Construction Co., Inc. in the amount of \$2,032,391.15 for the base bid and additive alternates 1 and 2, as the lowest and best bid; Authorize Mayor to execute contracts when prepared.
File Number: 2020-816
Minute Book #

Summary

Acknowledge bids received October 29, 2020 for the Infrastructure Improvements Along Lamar Boulevard - Street project and accept the bid from Walters Construction Co., Inc. in the amount of \$2,032,391.15 for the base bid and additive alternates 1 and 2, as the lowest and best bid; Authorize Mayor to execute contracts when prepared.

Recommendation Statement

I recommend approval of this item.

Please place this on the November 17, 2020 City Council meeting for consideration.



Engineering Progress

November 5, 2020

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

Attn: Lamar Rutland, P.E.

RE: Infrastructure Improvements Along Lamar Boulevard - Street
City of Hattiesburg, MS

Dear Lamar:

I have certified the enclosed bid tabulation that represents all bids that were received and opened at 10:00 a.m. on October 29, 2020 for the above referenced project.

I am recommending Walters Construction Co., Inc. of Laurel, MS in the bid amount of Two Million, Thirty-Two Thousand, Three Hundred Ninety-One Dollars and Fifteen Cents (\$2,032,391.15).

Enclosed is a copy of the original bid from Walters Construction Co., Inc. and original bids from all other bidders.

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'Shea E. McNease', written over a large, stylized blue oval.

Shea E. McNease, P.E.
Project Engineer

/sm

BID TAB	October 29, 2020
Project:	Lamar Boulevard Reconstruction City of Hattiesburg
Project No.	11248R

Walters Construction Co., Inc.
2051 HWY 84 E
Laurel, MS 39443

Warren Paving, Inc.
P.O. Box 572
Hattiesburg, MS 39403

Gregory Construction
1447 Industrial Park
Columbus, MS 39701

BASE BID

Item No.	Item Description	Quantity	Unit
	Demolition		
201-A	Clearing and Grubbing	1	Lump Sum
202-B	Removal of Asphalt Pavement, All Depths	15,677	Sq.Yd.
202-B	Removal of Concrete Pavement, All Depths	684	Sq.Yd.
202-B	Removal of Curb &/or Curb and Gutter, All Types	7,114	Lin. Ft.
202-B	Removal of Concrete Storm Inlets (All Sizes)	3	Each
202-B	Removal of Concrete Storm Drainage Pipe (Under 36" Diameter) (All Depths)	631	Lin. Ft.
202-B	Removal of Concrete Storm Drainage Pipe (36" Diameter & Over) (All Depths)	179	Lin. Ft.
202-B	Removal of Riprap (All Depths)	80	Sq.Yd.
	Earthwork & Temporary Erosion Control		
203-A	Unclassified Excavation, LVM, AH	100	Cu.Yd.
203-	Muck Excavation, LVM	20	Cu.Yd.
203-EX	Borrow Excavation, Class B9, LVM, AH	1,575	Cu.Yd.
203-G	Excess Excavation, LVM, AH	1,250	Cu.Yd.
211-B	Topsoil for Slope Treatment, Contractor Furnished	1,560	Cu.Yd.
211-C	Topsoil for Plant Holes, Contractor Furnished	70	Cu.Yd.
215-A	Vegetative Materials for Mulch	5	Ton
216-B	Solid Sodding, Centipede	3,215	Sq.Yd.

Unit Price	Amount
\$11,100.00	\$11,100.00
\$2.50	\$39,192.50
\$12.00	\$8,208.00
\$2.50	\$17,785.00
\$750.50	\$2,251.50
\$20.70	\$13,061.70
\$26.00	\$4,654.00
\$20.00	\$1,600.00
\$14.00	\$1,400.00
\$15.50	\$310.00
\$14.25	\$22,443.75
\$6.50	\$8,125.00
\$19.00	\$29,640.00
\$40.00	\$2,800.00
\$225.00	\$1,125.00
\$5.60	\$18,004.00

Unit Price	Amount
\$7,140.00	\$7,140.00
\$4.40	\$68,978.80
\$7.50	\$5,130.00
\$2.50	\$17,785.00
\$475.00	\$1,425.00
\$20.25	\$12,777.75
\$36.00	\$6,444.00
\$28.50	\$2,280.00
\$24.00	\$2,400.00
\$50.50	\$1,010.00
\$17.90	\$28,192.50
\$12.00	\$15,000.00
\$19.00	\$29,640.00
\$42.00	\$2,940.00
\$238.00	\$1,190.00
\$5.95	\$19,129.25

Unit Price	Amount
\$11,920.00	\$11,920.00
\$9.40	\$147,363.80
\$15.00	\$10,260.00
\$6.45	\$45,885.30
\$1,080.00	\$3,240.00
\$15.90	\$10,032.90
\$17.45	\$3,123.55
\$8.80	\$704.00
\$9.65	\$965.00
\$23.40	\$468.00
\$20.60	\$32,445.00
\$11.25	\$14,062.50
\$54.10	\$84,396.00
\$63.50	\$4,445.00
\$334.80	\$1,674.00
\$6.75	\$21,701.25

219-A	Watering	225	Kgal	\$20.00	\$4,500.00	\$23.00	\$5,175.00	\$7.25	\$1,631.25
221-A	Concrete Paved Ditch	0.5	Cu.Yd.	\$4,700.00	\$2,350.00	\$5,000.00	\$2,500.00	\$1,233.50	\$616.75
225-A	Grassing	1.7	Acre	\$1,600.00	\$2,720.00	\$1,660.00	\$2,822.00	\$6,418.80	\$10,911.96
226-A	Temporary Grassing	2.3	Acre	\$1,350.00	\$3,105.00	\$1,500.00	\$3,450.00	\$6,448.00	\$14,830.40
230-B	Tree Planting, Per Plans	29	Each	\$350.00	\$10,150.00	\$375.00	\$10,875.00	\$502.35	\$14,568.15
233-A	Tree Bark Mulch, Type II	10	Cu.Yd.	\$63.00	\$630.00	\$67.00	\$670.00	\$502.35	\$5,023.50
234-A	Temporary Silt Fence	7,400	Lin. Ft.	\$3.35	\$24,790.00	\$4.75	\$35,150.00	\$4.30	\$31,820.00
237-A	Wattles, 20"	1,400	Lin. Ft.	\$6.75	\$9,450.00	\$14.00	\$19,600.00	\$7.50	\$10,500.00
246-A	Sandbags	470	Lin. Ft.	\$8.00	\$3,760.00	\$8.30	\$3,901.00	\$10.15	\$4,770.50
	SubBase, Base & Paving								
304-A	Granular Material (LVM) (Class 9, Group B)	1,400	Cu.Yd.	\$16.00	\$22,400.00	\$17.90	\$25,060.00	\$44.50	\$62,300.00
304-G	Crushed Aggregate (610)	465	Tons	\$55.45	\$25,784.25	\$69.00	\$32,085.00	\$110.75	\$51,498.75
308-A	Cement	260	Tons	\$225.00	\$58,500.00	\$202.00	\$52,520.00	\$254.50	\$66,170.00
308-B	Soil-Cement-Water Mixing, Multiple Pass Mixers, Base	16,060	Sq. Yd.	\$2.00	\$32,120.00	\$1.65	\$26,499.00	\$2.35	\$37,741.00
308-S	Bituminous Curing Seal	1,610	Gal.	\$4.50	\$7,245.00	\$4.30	\$6,923.00	\$5.35	\$8,613.50
403-B	9.5 mm, ST, Asphalt Pavement, Leveling	14	Tons	\$111.50	\$1,561.00	\$197.00	\$2,758.00	\$241.10	\$3,375.40
403-A	9.5 mm, ST, Asphalt Pavement	1,035	Tons	\$99.50	\$102,982.50	\$99.00	\$102,465.00	\$126.30	\$130,720.50
403-A	19 mm, ST, Asphalt Pavement	3,030	Tons	\$91.00	\$275,730.00	\$83.40	\$252,702.00	\$104.50	\$316,635.00
406-A	Cold Milling of Bituminous Pavement, All Depths	258	Sq. Yd.	\$11.00	\$2,838.00	\$10.00	\$2,580.00	\$21.80	\$5,624.40
	Drainage								
601-B	Class "B" Structural Concrete - Minor Structures	150	Cu.Yd.	\$1,450.00	\$217,500.00	\$1,180.00	\$177,000.00	\$1,427.80	\$214,170.00
602-A	Reinforcing Steel	13,110	Lbs.	\$1.00	\$13,110.00	\$3.00	\$39,330.00	\$1.35	\$17,698.50

603-CA	18" Reinforced Concrete Pipe, Class III, Rubber Gaskets	2,495	Lin. Ft.	\$45.50	\$113,522.50	\$55.00	\$137,225.00	\$60.50	\$150,947.50
603-CA	24" Reinforced Concrete Pipe, Class III, Rubber Gaskets	525	Lin. Ft.	\$56.50	\$29,662.50	\$69.60	\$36,540.00	\$83.60	\$43,890.00
603-CA	36" Reinforced Concrete Pipe, Class III, Rubber Gaskets	598	Lin. Ft.	\$71.00	\$42,458.00	\$102.00	\$60,996.00	\$117.35	\$70,175.30
603-CA	48" Reinforced Concrete Pipe, Class III, Rubber Gaskets	595	Lin. Ft.	\$117.50	\$69,912.50	\$169.00	\$100,555.00	\$194.65	\$115,816.75
603-CA	72" Reinforced Concrete Pipe, Class III, Rubber Gaskets	21	Lin. Ft.	\$429.00	\$9,009.00	\$460.00	\$9,660.00	\$572.55	\$12,023.55
603-CB	18" Reinforced Concrete End Section	1	Each	\$960.00	\$960.00	\$1,015.00	\$1,015.00	\$1,098.90	\$1,098.90
603-CB	48" Reinforced Concrete End Section	1	Each	\$2,000.00	\$2,000.00	\$2,085.00	\$2,085.00	\$2,337.00	\$2,337.00
603-CB	72" Reinforced Concrete End Section	1	Each	\$5,000.00	\$5,000.00	\$4,285.00	\$4,285.00	\$4,797.00	\$4,797.00
603-SB	6" Branch Connection, Stub into Proposed Reinforced Concrete Pipe	13	Each	\$803.00	\$10,439.00	\$420.00	\$5,460.00	\$235.65	\$3,063.45
604-A	Gratings	495	Lbs.	\$2.60	\$1,287.00	\$5.40	\$2,673.00	\$12.65	\$6,261.75
604-A	Castings	3,485	Lbs.	\$2.00	\$6,970.00	\$5.40	\$18,819.00	\$5.20	\$18,122.00
605-AA	Geotextile for Subsurface Drainage, Type III	1,520	Sq. Yd.	\$2.00	\$3,040.00	\$2.70	\$4,104.00	\$1.65	\$2,508.00
605-Q	6" Perforated Corrugated Polyethylene Drainage Tubing for Underdrains, SDR 35	2,002	Lin. Ft.	\$5.50	\$11,011.00	\$9.50	\$19,019.00	\$7.50	\$15,015.00
605-P	6" Non-Perforated Sewer Pipe for Underdrains, SDR 23.5	190	Lin. Ft.	\$11.00	\$2,090.00	\$11.00	\$2,090.00	\$12.15	\$2,308.50
605-W	Filter Material for Combination Storm Drain and/or Underdrain, Type A	195	Cu.Yd.	\$54.50	\$10,627.50	\$81.00	\$15,795.00	\$76.85	\$14,985.75
605-W	Filter Material for Combination Storm Drain and/or Underdrain, Type B	210	Cu.Yd.	\$18.25	\$3,832.50	\$33.50	\$7,035.00	\$47.20	\$9,912.00
	Curbing, Sidewalks & Cutters								
609-B	Concrete Curb, Header	52	Lin. Ft.	\$36.00	\$1,872.00	\$38.00	\$1,976.00	\$40.00	\$2,080.00
609-D	Combination Concrete Curb and Gutter, Per Plans	10,515	Lin. Ft.	\$16.85	\$177,177.75	\$19.00	\$199,785.00	\$20.85	\$219,237.75
614-A	Concrete Driveway, without Reinforcement, 6" Thickness	1600	Sq. Yd.	\$74.00	\$118,400.00	\$79.50	\$127,200.00	\$65.00	\$104,000.00

	Miscellaneous								
618-A	Maintenance of Traffic	1	Lump Sum	\$35,000.00	\$35,000.00	\$108,500.00	\$108,500.00	\$55,325.00	\$55,325.00
619-D	Remove and Reset Signs, All Sizes	4	Each	\$125.00	\$500.00	\$163.00	\$652.00	\$335.00	\$1,340.00
620-A	Mobilization	1	Lump Sum	\$212,000.00	\$212,000.00	\$145,000.00	\$145,000.00	\$94,000.00	\$94,000.00
	Pavement Striping & Marking								
626-B	6" Thermoplastic Traffic Stripe, Continuous Yellow	3,285	Lin. Ft.	\$1.12	\$3,679.20	\$1.10	\$3,613.50	\$1.35	\$4,434.75
626-D	6" Thermoplastic Edge Stripe, Continuous White	50	Lin. Ft.	\$1.12	\$56.00	\$2.00	\$100.00	\$1.35	\$67.50
626-D	6" Thermoplastic Traffic Stripe, Skip Yellow	1,610	Lin. Ft.	\$0.85	\$1,368.50	\$1.00	\$1,610.00	\$1.00	\$1,610.00
626-G	Thermoplastic Detail Traffic Stripe, White, 6"	225	Lin. Ft.	\$2.25	\$506.25	\$3.00	\$675.00	\$2.70	\$607.50
626-H	Thermoplastic Legend, White (6"Equiv)	300	Lin. Ft.	\$2.25	\$675.00	\$3.00	\$900.00	\$2.70	\$810.00
626-H	Thermoplastic Legend, White	485	Sq. Ft.	\$11.25	\$5,456.25	\$12.00	\$5,820.00	\$13.45	\$6,523.25
626-H	Thermoplastic Legend, Yellow (6"Equiv)	250	Lin. Ft.	\$2.25	\$562.50	\$3.00	\$750.00	\$2.70	\$675.00
627-K	Red-Clear Reflective High Performance Raised Markers	14	Each	\$11.25	\$157.50	\$12.00	\$168.00	\$13.45	\$188.30
627-L	Two-Way Yellow Reflective High Performance Raised Markers	224	Each	\$11.25	\$2,520.00	\$12.00	\$2,688.00	\$13.45	\$3,012.80
	Permanent Traffic Control								
630-A	Standard Roadside Signs, Sheet Aluminum, 0.08" Thickness	154	Sq. Ft.	\$40.00	\$6,160.00	\$42.00	\$6,468.00	\$47.10	\$7,253.40
630-C	Steel U-Section Posts, 3.0 Lbs./Ft	350	Lin. Ft.	\$11.25	\$3,937.50	\$5.00	\$1,750.00	\$13.40	\$4,690.00
630-K	Welded & Seamless Steel Pipe Posts, 3"	14	Lin. Ft.	\$67.50	\$945.00	\$35.00	\$490.00	\$80.75	\$1,130.50
	Survey & Staking								
699-A	Construction Staking	1	Lump Sum	\$25,000.00	\$25,000.00	\$26,000.00	\$26,000.00	\$30,000.00	\$30,000.00

	Permanent Erosion Control								
815-A	Loose Rirap, Size 200	122	Tons	\$124.00	\$15,128.00	\$148.00	\$18,056.00	\$84.90	\$10,357.80
815-B	Grouted Riprap	210	Sq. Yd.	\$30.00	\$6,300.00	\$44.00	\$9,240.00	\$120.60	\$25,326.00
815-E	Geotextile under Riprap	381	Sq. Yd.	\$2.00	\$762.00	\$4.00	\$1,524.00	\$4.65	\$1,771.65
		Total Base Bid			\$1,942,911.15		\$2,115,848.80		\$2,449,609.51 *

Additive Alternative No. 1

Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
637-C	Electrical Conduit (Only), All Sizes, All Depths (Incl. Caps and Stub Ups at Each End)	2,290	Lin. Ft.	\$12.00	\$27,480.00	\$7.90	\$18,091.00	\$6.35	\$14,541.50
		Total Additive Alternative No. 1			\$27,480.00		\$18,091.00		\$14,541.50

Additive Alternative No. 2

Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
907-637-Z	Electrical System per Plans, except Conduit as Noted in Add. Alt. No. 1	1	Lump Sum	\$62,000.00	\$62,000.00	\$88,150.00	\$88,150.00	\$82,360.00	\$82,360.00
	Total Additive Alternative No. 2				\$62,000.00		\$88,150.00		\$82,360.00
Bid Total:					\$2,032,391.15		\$2,222,089.80		\$2,546,511.01

BID TAB

October 29, 2020

Precision Construction, LLC

15 Chanticleer Dr
Hattiesburg, MS 39402

Dunn Roadbuilders, LLC

411 W Oak Street
Laurel, MS 39441

Joe McGee Construction Co. Inc.

6609 Steve Lee Drive
Lake, MS 39092

Project: Lamar Boulevard Reconstruction
City of Hattiesburg

Project No. 11248R

BASE BID

Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
	Demolition								
201-A	Clearing and Grubbing	1	Lump Sum	\$25,000.00	\$25,000.00	\$12,000.00	\$12,000.00	\$285,125.25	\$285,125.25
202-B	Removal of Asphalt Pavement, All Depths	15,677	Sq.Yd.	\$7.00	\$109,739.00	\$7.00	\$109,739.00	\$5.60	\$87,791.20
202-B	Removal of Concrete Pavement, All Depths	684	Sq.Yd.	\$10.00	\$6,840.00	\$19.00	\$12,996.00	\$21.00	\$14,364.00
202-B	Removal of Curb &/or Curb and Gutter, All Types	7,114	Lin. Ft.	\$7.00	\$49,798.00	\$11.00	\$78,254.00	\$7.00	\$49,798.00
202-B	Removal of Concrete Storm Inlets (All Sizes)	3	Each	\$1,500.00	\$4,500.00	\$553.00	\$1,659.00	\$825.00	\$2,475.00
202-B	Removal of Concrete Storm Drainage Pipe (Under 36" Diameter) (All Depths)	631	Lin. Ft.	\$20.00	\$12,620.00	\$13.00	\$8,203.00	\$22.00	\$13,882.00
202-B	Removal of Concrete Storm Drainage Pipe (36" Diameter & Over) (All Depths)	179	Lin. Ft.	\$35.00	\$6,265.00	\$30.00	\$5,370.00	\$35.00	\$6,265.00
202-B	Removal of Riprap (All Depths)	80	Sq.Yd.	\$20.00	\$1,600.00	\$11.00	\$880.00	\$26.00	\$2,080.00
	Earthwork & Temporary Erosion Control								
203-A	Unclassified Excavation, LVM, AH	100	Cu.Yd.	\$10.00	\$1,000.00	\$18.00	\$1,800.00	\$13.25	\$1,325.00
203-	Muck Excavation, LVM	20	Cu.Yd.	\$50.00	\$1,000.00	\$40.00	\$800.00	\$25.00	\$500.00
203-EX	Borrow Excavation, Class B9, LVM, AH	1,575	Cu.Yd.	\$17.00	\$26,775.00	\$18.00	\$28,350.00	\$17.25	\$27,168.75
203-G	Excess Excavation, LVM, AH	1,250	Cu.Yd.	\$10.00	\$12,500.00	\$9.00	\$11,250.00	\$13.50	\$16,875.00
211-B	Topsoil for Slope Treatment, Contractor Furnished	1,560	Cu.Yd.	\$30.00	\$46,800.00	\$30.00	\$46,800.00	\$15.00	\$23,400.00
211-C	Topsoil for Plant Holes, Contractor Furnished	70	Cu.Yd.	\$50.00	\$3,500.00	\$44.00	\$3,080.00	\$30.00	\$2,100.00
215-A	Vegetative Materials for Mulch	5	Ton	\$350.00	\$1,750.00	\$250.00	\$1,250.00	\$250.00	\$1,250.00
216-B	Solid Sodding, Centipede	3,215	Sq.Yd.	\$7.00	\$22,505.00	\$8.00	\$25,720.00	\$6.00	\$19,290.00

219-A	Watering	225	Kgal	\$25.00	\$5,625.00	\$30.00	\$6,750.00	\$20.00	\$4,500.00
221-A	Concrete Paved Ditch	0.5	Cu.Yd.	\$3,500.00	\$1,750.00	\$5,100.00	\$2,550.00	\$1,350.00	\$675.00
225-A	Grassing	1.7	Acre	\$5,500.00	\$9,350.00	\$2,800.00	\$4,760.00	\$1,700.00	\$2,890.00
226-A	Temporary Grassing	2.3	Acre	\$2,500.00	\$5,750.00	\$1,200.00	\$2,760.00	\$1,300.00	\$2,990.00
230-B	Tree Planting, Per Plans	29	Each	\$550.00	\$15,950.00	\$394.00	\$11,426.00	\$350.00	\$10,150.00
233-A	Tree Bark Mulch, Type II	10	Cu.Yd.	\$500.00	\$5,000.00	\$70.00	\$700.00	\$35.00	\$350.00
234-A	Temporary Silt Fence	7,400	Lin. Ft.	\$3.00	\$22,200.00	\$9.00	\$66,600.00	\$3.50	\$25,900.00
237-A	Wattles, 20"	1,400	Lin. Ft.	\$6.00	\$8,400.00	\$14.00	\$19,600.00	\$7.00	\$9,800.00
246-A	Sandbags	470	Lin. Ft.	\$8.00	\$3,760.00	\$7.00	\$3,290.00	\$17.50	\$8,225.00
	SubBase, Base & Paving								
304-A	Granular Material (LVM) (Class 9, Group B)	1,400	Cu.Yd.	\$18.00	\$25,200.00	\$20.00	\$28,000.00	\$30.00	\$42,000.00
304-G	Crushed Aggregate (610)	465	Tons	\$65.00	\$30,225.00	\$70.00	\$32,550.00	\$67.00	\$31,155.00
308-A	Cement	260	Tons	\$210.00	\$54,600.00	\$209.00	\$54,340.00	\$230.00	\$59,800.00
308-B	Soil-Cement-Water Mixing, Multiple Pass Mixers, Base	16,060	Sq. Yd.	\$2.50	\$40,150.00	\$2.30	\$36,938.00	\$5.00	\$80,300.00
308-S	Bituminous Curing Seal	1,610	Gal.	\$7.00	\$11,270.00	\$7.00	\$11,270.00	\$4.50	\$7,245.00
403-B	9.5 mm, ST, Asphalt Pavement, Leveling	14	Tons	\$200.00	\$2,800.00	\$140.00	\$1,960.00	\$200.00	\$2,800.00
403-A	9.5 mm, ST, Asphalt Pavement	1,035	Tons	\$117.00	\$121,095.00	\$100.00	\$103,500.00	\$105.00	\$108,675.00
403-A	19 mm, ST, Asphalt Pavement	3,030	Tons	\$100.00	\$303,000.00	\$83.70	\$253,611.00	\$90.00	\$272,700.00
406-A	Cold Milling of Bituminous Pavement, All Depths	258	Sq. Yd.	\$15.00	\$3,870.00	\$9.00	\$2,322.00	\$11.00	\$2,838.00
	Drainage								
601-B	Class "B" Structural Concrete - Minor Structures	150	Cu.Yd.	\$1,500.00	\$225,000.00	\$2,001.00	\$300,150.00	\$2,900.00	\$435,000.00
602-A	Reinforcing Steel	13,110	Lbs.	\$5.00	\$65,550.00	\$1.40	\$18,354.00	\$0.95	\$12,454.50

603-CA	18" Reinforced Concrete Pipe, Class III, Rubber Gaskets	2,495	Lin. Ft.	\$57.00	\$142,215.00	\$76.00	\$189,620.00	\$55.00	\$137,225.00
603-CA	24" Reinforced Concrete Pipe, Class III, Rubber Gaskets	525	Lin. Ft.	\$70.00	\$36,750.00	\$101.00	\$53,025.00	\$83.00	\$43,575.00
603-CA	36" Reinforced Concrete Pipe, Class III, Rubber Gaskets	598	Lin. Ft.	\$90.00	\$53,820.00	\$128.00	\$76,544.00	\$112.00	\$66,976.00
603-CA	48" Reinforced Concrete Pipe, Class III, Rubber Gaskets	595	Lin. Ft.	\$175.00	\$104,125.00	\$322.00	\$191,590.00	\$173.00	\$102,935.00
603-CA	72" Reinforced Concrete Pipe, Class III, Rubber Gaskets	21	Lin. Ft.	\$300.00	\$6,300.00	\$1,407.00	\$29,547.00	\$350.00	\$7,350.00
603-CB	18" Reinforced Concrete End Section	1	Each	\$600.00	\$600.00	\$1,098.00	\$1,098.00	\$740.00	\$740.00
603-CB	48" Reinforced Concrete End Section	1	Each	\$1,600.00	\$1,600.00	\$4,333.00	\$4,333.00	\$2,000.00	\$2,000.00
603-CB	72" Reinforced Concrete End Section	1	Each	\$6,000.00	\$6,000.00	\$8,197.00	\$8,197.00	\$4,000.00	\$4,000.00
603-SB	6" Branch Connection, Stub into Proposed Reinforced Concrete Pipe	13	Each	\$500.00	\$6,500.00	\$385.00	\$5,005.00	\$650.00	\$8,450.00
604-A	Gratings	495	Lbs.	\$4.00	\$1,980.00	\$2.60	\$1,287.00	\$2.00	\$990.00
604-A	Castings	3,485	Lbs.	\$5.00	\$17,425.00	\$2.80	\$9,758.00	\$2.00	\$6,970.00
605-AA	Geotextile for Subsurface Drainage, Type III	1,520	Sq. Yd.	\$3.00	\$4,560.00	\$2.50	\$3,800.00	\$3.45	\$5,244.00
605-Q	6" Perforated Corrugated Polyethylene Drainage Tubing for Underdrains, SDR 35	2,002	Lin. Ft.	\$20.00	\$40,040.00	\$36.00	\$72,072.00	\$9.00	\$18,018.00
605-P	6" Non-Perforated Sewer Pipe for Underdrains, SDR 23.5	190	Lin. Ft.	\$20.00	\$3,800.00	\$60.00	\$11,400.00	\$9.00	\$1,710.00
605-W	Filter Material for Combination Storm Drain and/or Underdrain, Type A	195	Cu. Yd.	\$85.00	\$16,575.00	\$132.00	\$25,740.00	\$83.00	\$16,185.00
605-W	Filter Material for Combination Storm Drain and/or Underdrain, Type B	210	Cu. Yd.	\$85.00	\$17,850.00	\$25.00	\$5,250.00	\$55.00	\$11,550.00
	Curbing, Sidewalks & Cutters								
609-B	Concrete Curb, Header	52	Lin. Ft.	\$50.00	\$2,600.00	\$38.00	\$1,976.00	\$33.00	\$1,716.00
609-D	Combination Concrete Curb and Gutter, Per Plans	10,515	Lin. Ft.	\$26.00	\$273,390.00	\$18.00	\$189,270.00	\$21.00	\$220,815.00
614-A	Concrete Driveway, without Reinforcement, 6" Thickness	1600	Sq. Yd.	\$90.00	\$144,000.00	\$79.00	\$126,400.00	\$88.00	\$140,800.00

	Miscellaneous								
618-A	Maintenance of Traffic	1	Lump Sum	\$30,000.00	\$30,000.00	\$70,000.00	\$70,000.00	\$200,000.00	\$200,000.00
619-D	Remove and Reset Signs, All Sizes	4	Each	\$5.00	\$20.00	* \$163.00	\$652.00	\$500.00	\$2,000.00
620-A	Mobilization	1	Lump Sum	\$235,000.00	\$235,000.00	\$316,000.00	\$316,000.00	\$300,000.00	\$300,000.00
	Pavement Striping & Marking								
626-B	6" Thermoplastic Traffic Stripe, Continuous Yellow	3,285	Lin. Ft.	\$9.00	\$29,565.00	\$5.00	\$16,425.00	\$1.60	\$5,256.00
626-D	6" Thermoplastic Edge Stripe, Continuous White	50	Lin. Ft.	\$10.00	\$500.00	\$5.00	\$250.00	\$1.60	\$80.00
626-D	6" Thermoplastic Traffic Stripe, Skip Yellow	1,610	Lin. Ft.	\$6.00	\$9,660.00	\$1.00	\$1,610.00	\$1.10	\$1,771.00
626-G	Thermoplastic Detail Traffic Stripe, White, 6"	225	Lin. Ft.	\$6.00	\$1,350.00	\$5.00	\$1,125.00	\$3.00	\$675.00
626-H	Thermoplastic Legend, White (6"Equiv)	300	Lin. Ft.	\$9.00	\$2,700.00	\$9.00	\$2,700.00	\$4.00	\$1,200.00
626-H	Thermoplastic Legend, White	485	Sq. Ft.	\$14.00	\$6,790.00	\$12.00	\$5,820.00	\$6.00	\$2,910.00
626-H	Thermoplastic Legend, Yellow (6"Equiv)	250	Lin. Ft.	\$7.00	\$1,750.00	\$5.00	\$1,250.00	\$4.00	\$1,000.00
627-K	Red-Clear Reflective High Performance Raised Markers	14	Each	\$20.00	\$280.00	\$18.00	\$252.00	\$6.00	\$84.00
627-L	Two-Way Yellow Reflective High Performance Raised Markers	224	Each	\$20.00	\$4,480.00	\$18.00	\$4,032.00	\$6.00	\$1,344.00
	Permanent Traffic Control								
630-A	Standard Roadside Signs, Sheet Aluminum, 0.08" Thickness	154	Sq. Ft.	\$45.00	\$6,930.00	\$68.00	\$10,472.00	\$40.00	\$6,160.00
630-C	Steel U-Section Posts, 3.0 Lbs./Ft	350	Lin. Ft.	\$20.00	\$7,000.00	\$11.00	\$3,850.00	\$12.00	\$4,200.00
630-K	Welded & Seamless Steel Pipe Posts, 3"	14	Lin. Ft.	\$150.00	\$2,100.00	* \$164.00	\$2,296.00	\$75.00	\$1,050.00
	Survey & Staking								
699-A	Construction Staking	1	Lump Sum	\$35,000.00	\$35,000.00	* \$42,000.00	\$42,000.00	\$65,000.00	\$65,000.00

	Permanent Erosion Control								
815-A	Loose Rirap, Size 200	122	Tons	\$78.00	\$9,516.00	\$140.00	\$17,080.00	\$80.00	\$9,760.00
815-B	Grouted Riprap	210	Sq. Yd.	\$86.00	\$18,060.00	\$146.00	\$30,660.00	\$162.00	\$34,020.00
815-E	Geotextile under Riprap	381	Sq. Yd.	\$3.00	\$1,143.00	\$9.00	\$3,429.00	\$3.30	\$1,257.30
Total Base Bid					\$2,574,711.00 *		\$2,845,397.00		\$3,109,153.00

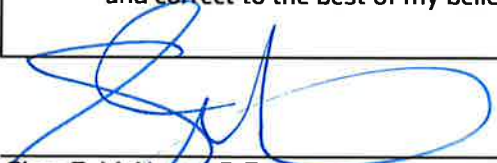
Additive Alternative No. 1

Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
637-C	Electrical Conduit (Only), All Sizes, All Depths (Incl. Caps and Stub Ups at Each End)	2,290	Lin. Ft.	\$15.00	\$34,350.00	\$13.00	\$29,770.00	\$8.00	\$18,320.00
Total Additive Alternative No. 1					\$34,350.00		\$29,770.00		\$18,320.00

Additive Alternative No. 2

Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
907-637-Z	Electrical System per Plans, except Conduit as Noted in Add. Alt. No. 1	1	Lump Sum	\$72,000.00	\$72,000.00	\$69,000.00	\$69,000.00	\$80,000.00	\$80,000.00
Total Additive Alternative No. 2					\$72,000.00		\$69,000.00		\$80,000.00
Bid Total:					\$2,681,061.00 *		\$2,944,167.00		\$3,207,473.00

This is to certify that I have checked the tabulation of the bids received by the City of Hattiesburg on October 29, 2020, and that said tabulation is true and correct to the best of my belief.



Shea E. McNease, P.E.

Comments:

*Mathematical Correction



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Kermas Eaton, City Clerk

Date: Tuesday, November 17, 2020

Re: Authorize termination of Contractor and Owner Agreement approved February 4, 2020 affiliated with 303 J.C. Killingsworth Drive, effective November 17, 2020, and approve a new Contractor and Owner Agreement for Helen O'Neal of 303 J.C. Killingsworth Drive according to the Housing Rehabilitation and Housing Programs Manual Section VII (E) and authorize the Mayor to execute in triplicate.
File Number: 2020-810
Minute Book #

Summary

Rescind Contractor and Owner Agreement approved February 4, 2020 and approve Contractor and Owner Agreement for Helen O'Neal of 303 J. C. Killingsworth Drive according to the Housing Rehabilitation and Housing Programs Manual Section VII (E) and authorize the Mayor to execute in triplicate.

Recommendation Statement

I recommend approval of the Contractor/Owner Agreement for 303 J. C. Killingsworth Drive

Please place this on the November 17, 2020 City Council meeting for consideration.

CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Homeowner Rehabilitation/Reconstruction Program
Project HRRP

Contractor & Owner Agreement

THIS AGREEMENT, made the ____ day of _____, 2020 and between the City of Hattiesburg Community Development Department (COHCD) Homeowner Rehabilitation/Reconstruction Program (HRRP) and Helen O’Neal of 303 J C Killingsworth Drive, Hereinafter called Owner, and _____, with its principal place of business located at _____, Hattiesburg, Mississippi _____, hereinafter called the Contractor.

WITNESSETH

1. SCOPE OF WORK

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the Work Write-Up and described in the specifications and other Contract Documents prepared for the **303 J C Killingsworth Drive** Project by the Housing Programs Inspector, said work to be preformed on the structure(s)/property located at **303 J C Killingsworth Drive**, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. TIME OF COMPLETION

The Owner/COHCD shall issue a written Notice to Proceed within 5 days from the date of the Owner/COHCD signing of this Agreement, accepting the Contractor’s bid and proposal, providing the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Owner/COHCD. If the Notice to Proceed is not received by the Contractor within this 5 day period, the Contractor may at his option terminate his obligation under this Agreement, provided he has obtained the necessary permits and related documentation within (15) days from the date of the Owner’s/COHCD’s signing of this Agreement, the Owner/COHCD has the option of terminating the Contract for cause.

The Contractor shall commence working within ten (10) calendar days, as time is of the essence in the completion of this contract, after issuance of the Notice to Proceed, and it is to be completed within sixty (60) days after issuance of the Notice to Proceed. **One hundred dollars (\$100.00) per day, as liquidated damages, will be deducted from the final payment for every day project repair completion exceeds sixty (30) days.** The Owner/COHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. COMPENSATION

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCD shall pay to the Contractor the sum of _____ (\$_____) subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

The Owner/COHCD without invalidating the Contract may order Changes in Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner and COHCD or their duly authorized agent.

The Contract Sum and the Contract Time may be changed by a Change Order. The cost or credit to the Owner/COHCD from a Change in the Work shall be determined by mutual agreement before executing the Work involved.

5. CORRECTION OF WORK

The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appears within a period of one year from the Date of substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this statement apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

6. TERMINATION BY THE OWNER

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provisions of the Contract, the Owner/COHCD may, after seven days written notice to the Contractor and without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If the Contractor's workmanship is deficient and he fails to remedy such work within a specified time period, the Owner/COHCD, at their option, may terminate the Contract and take possession of the site and all materials, supplies and equipment incorporated in the work thereon. The Owner/COHCD may finish the Work by whatever method they may deem expedient. If the unpaid balance of the Contract Sum exceeds the expenses of finishing the Work, such excess shall be paid to the Contractor for approved work completed, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner/COHCD.

7. PAYMENTS/DRAWS

Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) damage to another contractor or (5) unsatisfactory prosecution of the Work of the Contractor.

Final payment shall not be due until the Contractor has delivered to the Owner/COHCD filed lien waivers/releases, indemnifying them against any lien.

The making of final payment shall constitute a waiver of all claims by the Owner/COHCD except those arising from (1) unsettled liens, (2) faulty or defective Work appearing after Substantial Completion, (3) failure of Work to comply with the Requirements of the Contract Documents or (4) terms of any special guarantees required by the Contract Documents. The acceptance of the final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and still unsettled.

1. _____
2. _____
3. _____
4. _____
5. _____

8. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty (30) days after completion and acceptance of the work, provided the Contract has been satisfactorily performed, subject to the provision of the General Conditions of the Contract.

9. DEED RESTRICTION

There will be deed restriction attached to **303 J C Killingsworth Drive** for three (3) years. Homeowner agrees to occupy the rehabilitated home for three (3) years after rehabilitation activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the property is sold, transferred or disposed of prior to the expiration of the three (3) year affordability period. **Homeowner acknowledges and**

agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor.
IN WITNESS WHEREOF, the parties hereto executed this Agreement the _____ day of _____, 2020.

Helen O'Neal
Date

Homeowner
Date

City of Hattiesburg, Mississippi

Contractor

By: _____
Toby Barker, Mayor

By: _____

Date: November 17, 2020

Date: _____

Attest: _____
Kermas Eaton, City Clerk

Attest: _____



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ginger Lowrey, Planning Administrator

cc: Andrew Ellard, Director

Date: Tuesday, November 17, 2020

Re: Ratify and confirm the Mayor's appointment of Terri R. Bell (W3) to the Historic Conservation Commission for a term beginning November 17, 2020 and ending November 16, 2024.
File Number: 2020-819
Minute Book #

Summary

Appointment of Terri R. Bell (W3) to the Historic Conservation Commission for a 5 year term

Recommendation Statement

Appoint Terri R. Bell (W3) to the Historic Conservation Commission for a 5 year term

Please place this on the November 17, 2020 City Council meeting for consideration.

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION Hattiesburg Historic Conservation Commission

TERM OF OFFICE 5 years PERIOD November 17, 2020 - November 16, 2024

REPLACES Glenn Nees

NAME OF PROPOSED APPOINTEE Terri R. Bell

ADDRESS 65 Waterford Drive

HOME PHONE NUMBER 601-315-0908 WARD Ward 3

PLACE OF EMPLOYMENT B Communications

EMPLOYMENT ADDRESS N/A

EMPLOYMENT PHONE NO: N/A POSITION President

PERSON CONTACTED BY Toby Barker, Mayor DATE November 2020

AGREED TO SERVE Yes

Terri R. Bell
65 Waterford Dr.
Hattiesburg, MS 39402
601-315-0908
Biography

Terri is a native of Laurel, graduated from West Jones High School in 1979. She attended Mississippi State University graduating with a Bachelor in Engineering in 1983. She worked with Mississippi Power Company for 13 years and obtained a Master's in Business Administration from the University of Southern Mississippi.

Terri is married to Ross Bell, and they are the proud parents of two sons, Garner and Preston Bell. Garner is a Doctor obtaining a fellowship in Hematology and Oncology at the University of Mississippi Medical Center and is married to Ivey Swan Bell. Preston is also a Doctor in his residency in Internal Medicine at the University of Mississippi Medical Center and is married to Nicolet Hopper Bell.

Terri currently owns and runs several businesses, B Communications, which she has been operating in two states since 1996. She has been on the SouthernLINC, a subsidiary of the Southern Company, advisory board for 17 years to provide input to SouthernLINC Management about activities in the marketplace. B Communications and Terri have received numerous awards for sales and leadership. Terri also operates two other businesses, JR Real Estate and Pregar Construction. JR Real Estate manages and owns interests in timber and oil. Terri is the managing partner for this family business. Pregar Construction is a passion of Terri's to restore aging homes in the Hattiesburg and bring them up to date for new families to enjoy living in her community.

Terri has served as Chairman of the Board for the Forrest General Healthcare Foundation and assisted with the fundraising for the Asbury Hospice House. She has also served as the President of the Pine Belt Community Foundation Board of Directors. She continues to be involved with both boards. She has served as the Chairman of the American Heart Association for the Hattiesburg area. She devoted a lot of time to the Hattiesburg Civic Association for their 2017 events. She is active at her church, Main Street Methodist Church. She has served on the Finance Committee and currently is serving her second term as a Trustee for the

Church. She is involved with the local Kappa Delta alumni chapter and is a lifetime member of the Junior Auxiliary. She also currently serves as an Advisory Board member for The First Bank. She has served as chairman of the Presbyterian Christian School PTO when children were in school.

She received the 2020 Face of the Foundation Award from the Pinebelt Community Foundation, was recognized as a finalist for the Sales and Marketing Professionals Pinnacle Award in 2018 for community involvement and impact, and the National Junior Auxiliary Betty Robbins Volunteer of the Year for JA Region VI in 2019, and Junior Auxiliary Crown Award for Community service in 2018.

Terri is a current member of the Advisory Board for The First a National Banking Association.

She has a love for people, getting things done and being very active in the community.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ginger Lowrey, Planning Administrator

cc: Andrew Ellard, Director

Date: Tuesday, November 17, 2020

Re: Ratify and confirm the Mayor's appointment of Angela Duncan (W2) to the Historic Conservation Commission for a term beginning November 17, 2020 and ending November 16, 2024.
File Number: 2020-818
Minute Book #

Summary

Appointment of Angela Duncan (W2) to the Historic Conservation Commission for a 5 year term

Recommendation Statement

Appoin Angela Duncan (W2) to the Historic Conservation Commission for a 5 year term

Please place this on the November 17, 2020 City Council meeting for consideration.

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION Hattiesburg Historic Conservation Commission

TERM OF OFFICE 5 years PERIOD November 17, 2020 – November 16, 2024

REPLACES Miranda A. Grieder

NAME OF PROPOSED APPOINTEE Angela Duncan

ADDRESS 105 Columbia Street

HOME PHONE NUMBER 601-434-1154 WARD Ward 2

PLACE OF EMPLOYMENT A Rena' Salon

EMPLOYMENT ADDRESS 108 Mcleod Street

EMPLOYMENT PHONE NO: 601-549-4368 POSITION Owner

PERSON CONTACTED BY Toby Barker, Mayor DATE November 2020

AGREED TO SERVE Yes

ANGELA DUNCAN

myhouse39401@gmail.com | 601.434.1154 | | Hattiesburg, MS 39401

PROFESSIONAL SUMMARY

Hardworking downtown salon owner/stylist bringing 25+ years of experience proving the vested interest in seeing Downtown preserved and revitalized. Effectively able to bring in new customers and maximize loyalty by delivering exceptional service to every guest. Knowledgeable about a keeping clean, well-stocked and properly sanitized environment. Experienced in rehabilitating a historic home in a historic district, thereby, giving a sense of familiarity to the application and review process. North Main Neighborhood Association and Downtown Hattiesburg Association involvement. Presenting an extreme interest in any areas relating to historic preservation in history, design, historic interiors, and architecture.

SKILLS

- Licensed Cosmetologist
- Historical Home Restoration
- Bath Design
- Kitchen Design
- Design and Planning
- Historical Interior and Exterior Renovation
- Reading Blueprints
- Design Processing
- Interior Design
- Real Estate

WORK HISTORY

Salon Owner/Stylist / A Rena' Salon - Hattiesburg , MS / 09.2002 - Current

- Built strong and lasting rapport with clients through consistent delivery of requested services and exceptional results.
- Kept work areas, tools and equipment clean and properly sanitized to minimize risk and cross-contamination.
- Educated clients about products and self-maintenance for healthy hair based on needs and preferences.
- Promoted products and services on social media platforms to increase reach, engage with potential clients and showcase service portfolio.
- Supported reception efficiency by taking phone calls, inputting appointments and collecting payments.

Real Estate Agent / Realty Executives - Hattiesburg, MS / 11.2014 - 11.2017

- Managed contracts, negotiations and all aspects of sales to finalize purchases and exceed customer expectations.
- Reviewed market research data and changed sales plans accordingly.
- Negotiated contracts on behalf of clients.
- Accompanied buyers and sellers to home inspections and appraisals.
- Collected fees and documented payment processes for property transactions.
- Advertised client properties through websites, social media and real estate guides.

- Marketed and sold property for clients by hosting open houses and advertising online and in print.
- Represented buyers and sellers of developed and undeveloped properties.

EDUCATION

North Forrest High School - Hattiesburg, MS / 05/1993

Jackson State University - Jackson, MS
Accounting And Business Management

University of Southern Mississippi - Hattiesburg, MS
Accounting And Business Management

Southern VoTech School of Cosmetology - Hattiesburg, MS / 05/1996
Cosmetology

Realtor Institute - Hattiesburg, MS / 08/2007
Real Estate



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, November 17, 2020

Re: Ratify and confirm the Mayor's appointment of Benjamin L. Smith (Replaces Ray Sims) to the Forrest County Industrial Park Commission for a term beginning November 17, 2020 and ending November 16, 2025.
File Number: 2020-832
Minute Book #

Summary

Ratify and confirm the Mayor's appointment of Benjamin L. Smith (Replaces Ray Sims) to the Forrest County Industrial Park Commission for a term beginning November 17, 2020 and ending November 16, 2025.

Recommendation Statement

Please place this on the November 17, 2020 City Council meeting for consideration.

Benjamin L. Smith

136 Old Highway 98 E
Tylertown, MS 39667

benjaminls810@gmail.com

601-303-0810

WORK EXPERIENCE

Assistant Bank Manager, 08/2018—Present, Citizens National Bank, Hattiesburg, MS

- Control daily operations, budgeting, coaching, and observations to keep branch efficiently running
- Work to meet CRA standards for our institution by bringing banking opportunities to our community through financial literacy and bank at works
- Operate within policy and procedure, while opening accounts and handling consumer, and small business, loan applications
- Maintain, and develop, relationships with new, and existing, customers to the bank by fostering an atmosphere of openness and honesty

Assistant Manager, 12/2017—07/2018, Republic Finance, Hattiesburg, MS

- Solicited customers with opportunity to renew current loan, or acquire new loan, while guiding the underwriting process for approving loan
- Worked close with branch manager to grow branch profits

Teller, 04/2016—12/2017, Wells Fargo, Hattiesburg, MS

- Discussed financial priorities with customers to ultimately guide them to the correct banker for their needs
- Provided excellent customer service with face-to-face interactions daily

EDUCATION

Bachelor of Science in Business Administration, Finance, 3.2
The University of Southern Mississippi, December 2017

HONORS AND ACTIVITIES

- Leadership Pinebelt Graduate, 2019
- Twin Forks Rising, Board Member
- Area Development Partnership, Ambassador

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION: Forrest County Industrial Park Commission

TERM OF OFFICE: 5 years PERIOD: _____

REPLACES: Ray Sims

TERM EXPIRED: _____ OR RESIGNED: X

Letter attached _____

DOES THIS POSITION REQUIRE A PUBLIC OFFICIAL'S BOND? YES _____

NO X

NAME OF PROPOSED APPOINTEE: Benjamin L. Smith

PLEASE GIVE FULL NAME, IF NICKNAME IS USED, PLEASE PUT IN PARENTHESES ()

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: _____



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

MEMORANDUM

TO: Mayor and City Council

FROM: Wiley Quinn, Code Enforcement Manager

DATE: November 17, 2020

RE: Set Public Hearing

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

	Address	PPIN	Ward	Violations	Proposed Actions	Estimate Cost	Estimated Penalty
1.	6563 Highway 49	27502	1	DS, BS 2018 IPMC 108.1.5(3) 108.1.5(7)	Demo	\$200, 000	\$100,000

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

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

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

RESOLUTION

WHEREAS, complaint has been made to the City of Hattiesburg, Mississippi, that the following properties to wit:

	Address	PPIN	Ward	Violations
1.	6563 Highway 49	27502	1	DS, BS 2018 IPMC 108.1.5(3) IPMC 108.1.5(7)

are in such a state of uncleanness so as to be a menace to the health and safety of the community;
and

WHEREAS, it is in the public interest that the City Council, on its own motion, hold hearings as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the above properties are in such a state of uncleanness so as to be a menace to the health and safety of the community.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, that the owners of the above-described properties be notified, as provided by law, of a hearing to be held by the City Council in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, at 4:00 p.m. on Monday, December 21, 2020, to determine whether or not the above- described properties are in such a state of uncleanness so as to be a menace to the health and safety of the community.

The above and foregoing Resolution, 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 President thereby declared the motion carried and the resolution adopted, this the 17th day of November, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 17th day of November, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc: Lamar Rutland

Date: Tuesday, November 17, 2020

Re: Acknowledge receipt of a fully executed warranty deed for a portion of Forrest County Parcel No. 2-037D-14-127.00 (PPIN 22051) for the Hall Avenue Improvements East project; Authorize issuance of a manual check in payment of fair market value of \$310.00.
File Number: 2020-844
Minute Book #

Summary

Acknowledge receipt of a fully executed warranty deed for a portion of Forrest County Parcel No. 2-037D-14-127.00 (PPIN 22051) for the Hall Avenue Improvements East project; Authorize issuance of a manual check in payment of fair market value of \$310.00.

Recommendation Statement

I recommend approval of this item.

Please place this on the November 17, 2020 City Council meeting for consideration.

Prepared by:

City of Hattiesburg
Engineering Department
Post Office Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4540

Return to:

City of Hattiesburg
Engineering Department
Post Office Box 1898
Hattiesburg MS 39403-1898
(601) 545-4540

INDEXING INSTRUCTIONS:

**A parcel of land being part of Lot 13 of Block 4 of
McInnis, Mitchell & Longre Subdivision, City of
Hattiesburg, Forrest County, Mississippi**

**STATE OF MISSISSIPPI
COUNTY OF FORREST**

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars, (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, that I,

ALFREDA J. LINDSEY
6375 Malone Road
Douglasville, Georgia 30134
Telephone (678) 977-8547

Grantor, does hereby grant, bargain, sell, convey and warrant unto the

CITY OF HATTIESBURG, MISSISSIPPI
200 Forrest Street
Post Office Box 1898
Hattiesburg, MS 39403-1898
Telephone (601) 545-4540

Grantee, the following described property lying and being situated in Hattiesburg, Forrest County, Mississippi, and more particularly described on Exhibit A attached hereto:

(SEE EXHIBIT "A")

Said property is not a part of the homestead of the grantor.

The Property is conveyed subject to all easements, roadways, servitudes, restrictive covenants and oil, gas and other mineral reservations, exceptions, conveyances, leases and other matters of record.

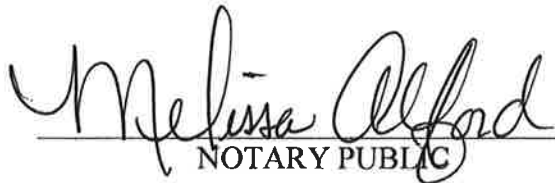
It is further understood and agreed that this instrument constitutes the entire agreement between the Grantor and the Grantee, there being no oral agreements or representations of any kind.

WITNESS MY SIGNATURE on this 11th day of November, 2020.


ALFREDA J. LINDSEY

STATE OF Georgia
COUNTY OF Douglas

Personally appeared before me, the undersigned authority in and for the said county and state, on this 11th day of November, 2020, within my jurisdiction, the within named, **ALFREDA J. LINDSEY**, who acknowledged that she executed the above and foregoing instrument.


NOTARY PUBLIC

My commission expires: 03/02/2024

Melissa Alford
NOTARY PUBLIC
Douglas County, GEORGIA
My Commission Expires 03/02/2024

EXHIBIT "A"

LEGAL DESCRIPTION

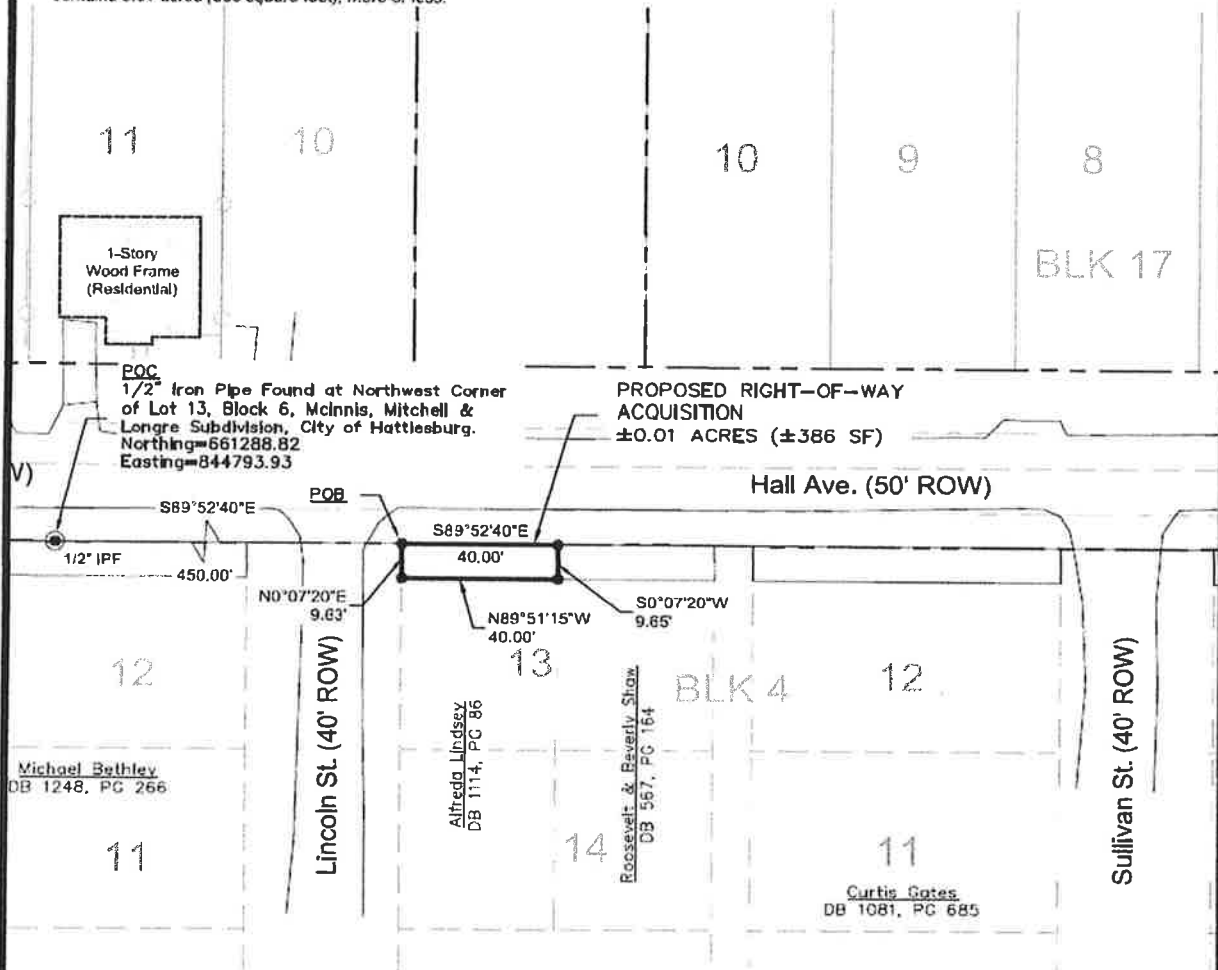
A parcel of land being part of Lot 13 of Block 4 of McInnis, Mitchell & Longre Subdivision, City of Hattiesburg, Forrest County, Mississippi, as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, being more particularly described as follows:

Commencing at a found ½" iron pipe at the Northwest Corner of Lot 13 of Block 6 of said McInnis, Mitchell & Longre Subdivision, City of Hattiesburg, Mississippi; thence run and along the southern right-of-way boundary of Hall Avenue South 89 degrees 52 minutes 40 seconds East for a distance of 450.00 feet to the Northwest Corner of said Lot 13 of Block 4, said point also being the POINT OF BEGINNING; thence continue and along said southern right-of-way boundary South 89 degrees 52 minutes 40 seconds East for a distance of 40.00 feet; thence leaving said southern right-of-way boundary, run South 00 degrees 07 minutes 20 seconds West for a distance of 9.65 feet; thence run North 89 degrees 51 minutes 15 seconds West for a distance of 40.00 feet to a point on the eastern right-of-way boundary of Lincoln Street; thence run and along said eastern right-of-way boundary North 00 degrees 07 minutes 20 seconds East for a distance of 9.63 feet back to the POINT OF BEGINNING. Said parcel contains 0.01 acres (386 square feet), more or less.

Alfreda Lindsey - +/-0.01 Ac.

LEGAL DESCRIPTION (Proposed Right-of-Way Acquisition)

A parcel of land being part of Lot 13 of Block 4 of McInnis, Mitchell & Longre Subdivision, City of Hattiesburg, Forrest County, Mississippi, as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, being more particularly described as follows: Commencing at a found 1/2" iron pipe at the Northwest Corner of Lot 13 of Block 6 of Said McInnis, Mitchell & Longre Subdivision, City of Hattiesburg, Mississippi; thence run and along the southern right-of-way boundary of Hall Avenue South 89 degrees 52 minutes 40 seconds East for a distance of 450.00 feet to Northwest Corner of said Lot 13 of Block 4, said point also being the Point of Beginning; thence continue and along said southern right-of-way boundary South 89 degrees 52 minutes 40 seconds East for a distance of 40.00 feet; thence leaving said southern right-of-way boundary, run South 00 degrees 07 minutes 20 seconds West for a distance of 9.65 feet; thence run North 89 degrees 51 minutes 15 seconds West for a distance of 40.00 feet to a point on the eastern right-of-way boundary of Lincoln Street; thence run and along said eastern right-of-way boundary North 00 degrees 07 minutes 20 seconds East for a distance of 9.63 feet back to the POINT OF BEGINNING. Said parcel contains 0.01 acres (366 square feet), more or less.



NO TITLE REPORT PROVIDED

NOTES:

1. Class "B" Survey.
2. No Additional Record Search for Easements was Conducted.
3. Date of Field Survey: Nov. 5, 2019.
4. Orientation is based on GPS observation, Grid North, as referenced to MS State Plane Coordinate System, East Zone.
5. Location of existing subdivision lines based upon monuments from on the interior of McInnis, Mitchell, & Longre Subdivision.

STATE PLANE DATA

State Plane Zone: MS East-2301
Datum: NAD 1983
Combined Factor: 0.99997228
Convergence Angle: -0° 13' 55.65"
Reference Point: Northwest Corner of Lot 13, Block 6

LEGEND:

PROPOSED RIGHT-OF-WAY
BOOK
PAGE
FOUND CRIMP-TOP PIPE
FOUND METAL PIPE
FOUND IRON ROD
SET 1/2" IRON REBAR
POINT OF BEGINNING
POINT OF COMMENCEMENT
UTILITY POLE
MONUMENT FOUND

GRAPHIC SCALE



(IN FEET)

1 inch = 40 ft.

REFERENCE MATERIAL:

1. McInnis, Mitchell, & Longre Subdivision Plat in the City of Hattiesburg
2. Forrest County Tax Maps
3. Tax Deed
Bk 1114, PG 86
4. Warranty Deed
Bk 567, PG 164



PRELIMINARY - PINS NOT SET

Clearpoint
CONSULTING ENGINEERS, P.A.

6652 US Highway 98 | Hattiesburg, MS 39402
t 601.261.2609 | f 601.261.5573 | clearpointengineers.com



PREPARED FOR: Right-of-Way Survey

Alfreda Lindsey
PPIN: 22051

CCE NO.: 76242036

SCALE: 1" = 40'

DATE: 11/30/2019

CHECKED: RTB

DRAWN: JCR

SHEET 1 OF 1



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Cecilia Jones

cc: Kermas Eaton, City Clerk

Date: Tuesday, November 17, 2020

Re: Acknowledge receipt of Privilege Tax License Monthly Reports September and October 2020.
File Number: 2020-803
Minute Book #

Summary

Acknowledge receipt of Privilege Tax License Monthly Reports for September and October 2020.

Recommendation Statement

Recommend acknowledgment of receipt of Privilege Tax License monthly reports for September and October 2020.

Please place this on the November 17, 2020 City Council meeting for consideration.

PRIVILEGE LICENSE MONTHLY REPORT

10/01/2020 TO 10/31/2020

New Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name, & Address of Business</u>
LIC-06-20-018856	\$55.00		HATTIESBURG CLINIC P.A PRE-OP TESTING 6 MEDICAL BLVD HATTIESBURG MS 39401
LIC-06-20-018925	\$45.00		BETTIE'S ABC ADVANCED CC LLC 310 W FLORENCE ST HATTIESBURG MS 39401
LIC-07-19-016430	\$175.00		ORTHOPAEDICS & SPORTS MEDICINE REHAB-TATUM PARK 103 MEDICAL PARK HATTIESBURG MS 39401
LIC-08-20-019298	\$55.00		HEALTHWORKS, LLC 4209 LINCOLN RD HATTIESBURG MS 39402
LIC-08-20-019339	\$45.00		FISH WINDOW CLEANING 3702 HARDY ST STE 6 HATTIESBURG MS 39402
LIC-09-19-017115	\$45.00		SUN MASSAGE MS LLC 8 PARK PLACE APT. 358 P HATTIESBURG MS 39402
LIC-09-20-019467	\$45.00		THE BURG NUTRITION (HERBALIFE) 1511 HARDY ST HATTIESBURG MS 39401
LIC-10-20-019962	\$4.58		WEST 7TH TEXACO HOP IN 2611 W 7TH ST STE 20 HATTIESBURG MS 39401
LIC-10-20-019965	\$4.58		LINCOLN TEXACO FOOD MART 2624 LINCOLN RD STE 20 HATTIESBURG MS 39402
LIC-10-20-019992	\$20.00		FATHER & SON MOBILE DETAILING 219 E 4TH ST HATTIESBURG MS 39401
LIC-10-20-020032	\$43.33		H K EXPRESS MART 2502 W 7TH ST HATTIESBURG MS 39401
LIC-10-20-020033	\$13.75		H K EXPRESS MART 2502 W 7TH ST HATTIESBURG MS 39401
LIC-10-20-020034	\$4.58		H K EXPRESS MART 2502 W 7TH ST HATTIESBURG MS 39401
LIC-10-20-020094	\$20.00		LIL' GENTS PALACE 1240 BEVERLY HILLS DR # 2 C HATTIESBURG MS 39401
LIC-10-20-020129	\$20.00		SMURF 1 STOP NAIL SHOP 6 BLANKEN SHIP CIR HATTIESBURG MS 39401
LIC-10-20-020130	\$20.00		C & C CLEANING 925 ATLANTA ST HATTIESBURG MS 39401

LIC-10-20-020131	\$43.33	KRAB QUEENZ SEAFOOD & DAIQUIRIS 4700 HARDY ST HATTIESBURG MS 39402
LIC-10-20-020132	\$13.75	KRAB QUEENZ SEAFOOD & DAIQUIRIS 4700 HARDY ST HATTIESBURG MS 39402
LIC-10-20-020272	\$20.00	GRACE'S HOME OF VETERANS 209 BOWLING ST HATTIESBURG MS
LIC-10-20-020276		MISSISSIPPI REGIONAL HOUSING AUTHORITY 710 S 28TH AV STE A HATTIESBURG MS 39402

20

\$692.90

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name, & Address of Business</u>
LIC-07-20-019182	\$114.00		BIOMAT USA, INC. 1000 BROADWAY DR STE 42 HATTIESBURG MS 39402
LIC-10-20-019935	\$20.00		MAPLES 6723 HWY 49 HATTIESBURG MS 39402
LIC-10-20-019936	\$15.00		MAPLES 6723 HWY 49 HATTIESBURG MS 39402
LIC-10-20-019937	\$20.00		VICTORIA'S GROCERY 407 MARTIN LUTHER KING AV HATTIESBURG MS 39401
LIC-10-20-019938	\$15.00		VICTORIA'S GROCERY 407 MARTIN LUTHER KING AV HATTIESBURG MS 39401
LIC-10-20-019939	\$20.00		CHUCK E. CHEESE'S 1000 TURTLE CREEK DRIVE STE 530 HATTIESBURG MS 39402
LIC-10-20-019940	\$10.00		CHUCK E. CHEESE'S 1000 TURTLE CREEK DRIVE STE 530 HATTIESBURG MS 39402
LIC-10-20-019941	\$15.00		CHUCK E. CHEESE'S 1707 MARKET PLACE BOULEVARD 200 IRVING TX 75063-0000
LIC-10-20-019942	\$2,610.00		CHUCK E. CHEESE'S 1000 TURTLE CREEK DRIVE STE 530 HATTIESBURG MS 39402
LIC-10-20-019943	\$90.00		RETINA SPECIALISTS OF MISSISSIPPI, PLLC 109 MILLSAPS DRIVE STE B HATTIESBURG MS 39402-
LIC-10-20-019944	\$15.00	\$7.50	CLUB XCLUSIVE 2900 HILLSIDE DR HATTIESBURG MS 39401
LIC-10-20-019945	\$20.00	\$2.20	CLUB XCLUSIVE 2900 HILLSIDE DR HATTIESBURG MS 39401
LIC-10-20-019946	\$20.00	\$2.20	J-KUTZ 1707 LINCOLN ROAD STE D & E HATTIESBURG MS 39401-
LIC-10-20-019947	\$680.00		CVS PHARMACY #5744 3910 HARDY STREET HATTIESBURG MS 39401

LIC-10-20-019948	\$15.00		CVS PHARMACY #5744 3910 HARDY STREET HATTIESBURG MS 39401
LIC-10-20-019949	\$560.00		CVS PHARMACY #3124 2507 HARDY STREET HATTIESBURG MS 39402
LIC-10-20-019950	\$15.00		CVS PHARMACY #3124 1 CVS DRIVE MC#1160 WOONSOCKET RI 02895-
LIC-10-20-019951	\$800.00		WALGREENS #05307 PO BOX 901 DEERFIELD IL 600150000
LIC-10-20-019952	\$15.00		WALGREENS #05307 6130 HIGHWAY 49 HATTIESBURG MS 39401
LIC-10-20-019953	\$380.00		WALGREENS #07579 5093 HARDY STREET HATTIESBURG MS 39402
LIC-10-20-019954	\$15.00		WALGREENS #07579 5093 HARDY STREET HATTIESBURG MS 39402
LIC-10-20-019955	\$20.00		THANK YOU 202 W 4TH STREET HATTIESBURG MS 39401-
LIC-10-20-019956	\$20.00		BOBBY AUTO 104 JC KILLINGSWORTH ST HATTIESBURG MS 39401
LIC-10-20-019959	\$20.00	\$2.20	WEST 7TH TEXACO HOP IN 2611 W 7TH ST STE 20 HATTIESBURG MS 39401
LIC-10-20-019960	\$15.00	\$7.50	WEST 7TH TEXACO HOP IN 2611 W 7TH ST STE 20 HATTIESBURG MS 39401
LIC-10-20-019963	\$20.00	\$2.20	LINCOLN TEXACO FOOD MART 2624 LINCOLN RD STE 20 HATTIESBURG MS 39402
LIC-10-20-019964	\$15.00	\$7.50	LINCOLN TEXACO FOOD MART 2624 LINCOLN RD STE 20 HATTIESBURG MS 39402
LIC-10-20-019966	\$15.00		CHILI'S GRILL & BAR #542 4500 HARDY STREET HATTIESBURG MS
LIC-10-20-019967	\$150.00		CHILI'S GRILL & BAR #542 4500 HARDY STREET HATTIESBURG MS
LIC-10-20-019969	\$20.00	\$3.60	SALVAGE WORLD 601 BROADWAY DRIVE HATTIESBURG MS 39401
LIC-10-20-019971	\$20.00	\$2.20	SALVAGE WORLD LLC 1309 W PINE STREET HATTIESBURG MS 39401-
LIC-10-20-019972	\$20.00	\$2.20	ELEGANT DESIGNS, LLC 102 N 10TH AV HATTIESBURG MS 39401
LIC-10-20-019975	\$20.00	\$2.80	SPYDER MOVING SERVICES LLC 602 ADELINE ST STE B3 HATTIESBURG MS 39401

LIC-10-20-019976	\$1,680.00		BED BATH & BEYOND # 1029 6143 HIGHWAY 98 HATTIESBURG MS 39402
LIC-10-20-019977	\$20.00		FLOWERS LAW FIRM 341 N 25TH AVENUE HATTIESBURG MS 394030000
LIC-10-20-019978	\$20.00		QUILTS BY BING 2702 SUNSET DRIVE HATTIESBURG MS 39402-2735
LIC-10-20-019979	\$20.00		SOUTHEAST AVIATION SERVICES, INC . 29 ACADEMY DR HATTIESBURG MS 39401
LIC-10-20-019980	\$150.00		TOYOTA OF HATTIESBURG 6461 US HWY 98 HATTIESBURG MS 39402
LIC-10-20-019981	\$20.00		SCARLETT'S 3104 SOUTHAVEN DRIVE HATTIESBURG MS 394020000
LIC-10-20-019982	\$20.00		MOLLY MAID OF HATTIESBURG 1513 HARDY ST STE A HATTIESBURG MS 39401-
LIC-10-20-019983	\$10.00		JERRY'S AUTOMOTIVE REPAIR, INC . 5101 HIGHWAY 42 BYPASS HATTIESBURG MS 394010000
LIC-10-20-019984	\$30.00		JERRY'S AUTOMOTIVE REPAIR, INC . 5101 HIGHWAY 42 BYPASS HATTIESBURG MS 39401
LIC-10-20-019985	\$25.00		BLOSSMAN GAS CO. INC. 1110 P O BOX OCEAN SPRINGS MS 39566
LIC-10-20-019986	\$25.00		BLOSSMAN GAS CO. INC. 1110 P O BOX OCEAN SPRINGS MS 39566
LIC-10-20-019988	\$50.00		SHOE SHOW #388 1000 TURTLE CREEK DRIVE STE 640 HATTIESBURG MS 39402
LIC-10-20-019989	\$150.00		SHOE DEPARTMENT ENCORE # 387 1000 TURTLE CREEK DRIVE STE 570 HATTIESBURG MS 39402
LIC-10-20-019990	\$20.00	\$2.60	COMPUTER MAX 2401 HARDY STREET STE 20 HATTIESBURG MS 39401-
LIC-10-20-019991	\$30.00		HEALTHWORKS, LLC 5909 HIGHWAY 49 STE 20 HATTIESBURG MS 39402
LIC-10-20-019993	\$20.00		WIREWORLD ELECTRICAL LLC 53 ROUSE ROAD HATTIESBURG MS 39401-
LIC-10-20-019994	\$30.00		WALTERS CONSTRUCTION COMPANY INC 2051 HWY 84 E LAUREL MS 39443
LIC-10-20-019995	\$20.00	\$2.80	LAVISH DESTINY 902 RONIE ST HATTIESBURG MS 39401
LIC-10-20-019996	\$45.00		TAYLOR TOWING 5582 HWY 42 HATTIESBURG MS 39401-

LIC-10-20-019997	\$150.00	\$16.50	FAMILY DOLLAR STORES, INC # 30318 500 VOLVO PARKWAY ATTN : TAX & LICENSE CHESAPEAKE VA 23320
LIC-10-20-019998	\$15.00	\$7.50	FAMILY DOLLAR STORES, INC # 30318 2526 LINCOLN ROAD HATTIESBURG MS 39401-
LIC-10-20-019999	\$20.00	\$3.00	TAMCO MECHANICAL SERVICES 1930 CORBIT BOULEVARD PETAL MS 39465
LIC-10-20-020000	\$15.00		ST JAMES WRIGHT V.F.W. 108 MOBILE STREET HATTIESBURG MS 39401
LIC-10-20-020001	\$300.00		ST JAMES WRIGHT V.F.W. 108 MOBILE STREET HATTIESBURG MS 39401
LIC-10-20-020004	\$20.00	\$3.00	THOMAS A BLANTON 707 HARDY ST HATTIESBURG MS 39401
LIC-10-20-020005	\$135.00	\$16.20	D J SHUTTLE & TOUR SERVICE INC. 101 HARDY ST HATTIESBURG MS 39401
LIC-10-20-020006	\$25.00	\$3.00	D J SHUTTLE & TOUR SERVICE INC. 1043 COTTONWOOD DR HATTIESBURG MS 394020000
LIC-10-20-020007	\$440.00		WINN DIXIE #2626 4400 HARDY STREET HATTIESBURG MS 39402
LIC-10-20-020008	\$15.00		WINN DIXIE #2626 PO BOX 2209 JACKSONVILLE FL 32203
LIC-10-20-020009	\$20.00		WEST TRAILER PARK 3000 CAMPBELL DRIVE HATTIESBURG MS 39401
LIC-10-20-020010	\$20.00		U-NEEK VENDING PO BOX 215 HATTIESBURG MS 39403
LIC-10-20-020011	\$30.00		ANOINTED HOUSE CALLS LLC 3302 BROOKWOOD DR HATTIESBURG MS 39401
LIC-10-20-020012	\$20.00		MCSWAIN & MYERS 1317 HARDY STREET HATTIESBURG MS 39401-
LIC-10-20-020013	\$30.00		THE LOTUS DOWNTOWN 221 W PINE ST HATTIESBURG MS 39402
LIC-10-20-020014	\$45.00		SMITH PAINTING & CONTRACTING INC 652 W 4TH STREET HATTIESBURG MS 39401-
LIC-10-20-020015	\$1,840.00		WAL-MART SUPERCENTER #2717 702 S WEST 8TH ST N DEPT. 8916 BENTONVILLE AR 72716
LIC-10-20-020016	\$100.00		WAL-MART SUPERCENTER #2717 702 S WEST 8TH ST N DEPT. 8916 BENTONVILLE AR 72716
LIC-10-20-020017	\$15.00		WAL-MART SUPERCENTER #2717 702 S WEST 8TH ST N DEPT. 8916 BENTONVILLE AR 72716

LIC-10-20-020018	\$1,840.00	WAL-MART SUPERCENTER #916 6072 HIGHWAY 98 HATTIESBURG MS 39402
LIC-10-20-020019	\$100.00	WAL-MART SUPERCENTER #916 702 S WEST 8TH ST DEPT 8916 BENTONVILLE AR 72716
LIC-10-20-020020	\$15.00	WAL-MART SUPERCENTER #916 702 S WEST 8TH ST DEPT 8916 BENTONVILLE AR 72716
LIC-10-20-020021	\$40.00	WAL-MART SUPERCENTER #916 6072 HIGHWAY 98 HATTIESBURG MS 39402
LIC-10-20-020022	\$1,840.00	SAM'S CLUB #6503 6080 HIGHWAY 98 HATTIESBURG MS
LIC-10-20-020023	\$15.00	SAM'S CLUB #6503 6080 HIGHWAY 98 HATTIESBURG MS
LIC-10-20-020024	\$40.00	SAM'S CLUB #6503 6080 HIGHWAY 98 HATTIESBURG MS
LIC-10-20-020025	\$33.00	RED LION INN & SUITES HATTIESBURG 4301 HARDY ST HATTIESBURG MS 39402
LIC-10-20-020026	\$20.00	RED LION INN & SUITES HATTIESBURG 309 S 16TH AV LAUREL MS 39440
LIC-10-20-020027	\$20.00	TOMMY'S ELECTRICAL & PLUMBING 107 N FIRST STREET COLLINS MS 39428-
LIC-10-20-020028	\$20.00	TOMMY'S ELECTRICAL & PLUMBING 107 N FIRST ST COLLINS MS 39428-
LIC-10-20-020029	\$60.00	SOUTHEAST CONNECTIONS 2720 DOGWOOD DR SE CONYERS GA 30013
LIC-10-20-020031	\$20.00	MOORES LOCK & KEY LLC 408 NORTH STREET HATTIESBURG MS 39401
LIC-10-20-020037	\$105.00	WMH AUTOMOTIVE INC. 1501 W PINE ST HATTIESBURG MS 39401
LIC-10-20-020038	\$30.00	DANIELL MOTORS, INC. 1500 BROADWAY DRIVE HATTIESBURG MS 39402
LIC-10-20-020039	\$75.00	SHIRLEYS 5266 OLD HWY 11 STE 160 HATTIESBURG 39402
LIC-10-20-020040	\$20.00	DEAKLE LAW FIRM 802 MAIN STREET HATTIESBURG MS 39401
LIC-10-20-020041	\$20.00	JED'S PERFECT ENDURANCE BIKES, LLC 37 KING ROAD HATTIESBURG MS 39402-
LIC-10-20-020042	\$30.00	DUFF AMUSEMENT 5194 HWY 49 S HATTIESBURG MS 39401-

LIC-10-20-020043	\$20.00		THE BOTTLING COMPANY 22 FATHOM CIR HATTIESBURG MS 39402
LIC-10-20-020044	\$15.00		THE BOTTLING COMPANY 126 MOBILE ST HATTIESBURG MS 39401
LIC-10-20-020045	\$20.00		MACK'S HEATING AND AIR 605 JACKSON AV COLUMBIA MS 39429-
LIC-10-20-020046	\$20.00	\$2.20	REGINALD SHELBY 116 SHADY OAK RD LAUREL MS 39443
LIC-10-20-020047	\$20.00		SOUTHERN MISSISSIPPI NEONATOLOGY PA 1108 OAKLEIGH DRIVE HATTIESBURG MS 394020000
LIC-10-20-020048	\$20.00		ELNORA'S GUEST HOUSE 854 ELNORA KNIGHT ROAD HATTIESBURG MS 394010000
LIC-10-20-020050	\$15.00	\$7.50	THE AUTHOR SHOPPE 140 E FRONT ST HATTIESBURG MS 39401
LIC-10-20-020051	\$45.00		MARTINS TOWING & TRANSPORT, LLC 5582 OLD HWY 42 HATTIESBURG MS 39401
LIC-10-20-020052	\$20.00		AIR SPECIALTY OF SOUTH ALABAMA, INC. PO BOX 2236 SEMME AL 36575
LIC-10-20-020055	\$20.00	\$2.20	JERRY'S SEASONED FOOD 320 WILLIAM CAREY PKWY HATTIESBURG MS 39401
LIC-10-20-020056	\$15.00	\$7.50	JERRY'S SEASONED FOOD 320 WILLIAM CAREY PKWY HATTIESBURG MS 39401
LIC-10-20-020057	\$25.00		SOUTHERN INTERIORS 6390 HIGHWAY 98 W HATTIESBURG MS 39402
LIC-10-20-020058	\$51.00		MCARTHUR, SLAY & DEWS, PLLC 1 COMMERCE DRIVE 100 HATTIESBURG MS 39402
LIC-10-20-020059	\$20.00		MARCH HCT 805 WEST PINE ST HATTIESBURG MS 39401
LIC-10-20-020060	\$60.00		ROBERTS COMPANY, INC. PO BOX 16569 HATTIESBURG MS 394040000
LIC-10-20-020061	\$20.00		ROBERTS COMPANY INC -WAREHOUSE 700 RONIE STREET HATTIESBURG MS 39401-
LIC-10-20-020062	\$30.00		WALKER ASSOCIATES 2203 HARDY STREET HATTIESBURG MS 39401
LIC-10-20-020063	\$20.00		KIM'S NAIL SALON 28 MARKET CT 30 HATTIESBURG MS 39402
LIC-10-20-020064	\$20.00		LIL' TIRE COMPANY 1900 BROADWAY DRIVE HATTIESBURG MS 39401

LIC-10-20-020065	\$20.00	KILLA CUTZ 5729 HWY 49 S UNIT 2 HATTIESBURG MS 39401
LIC-10-20-020066	\$20.00	DANDY DAN'S #511 6417 HIGHWAY 49 N HATTIESBURG MS 39401
LIC-10-20-020067	\$15.00	DANDY DAN'S #511 PO BOX 15397 HATTIESBURG MS 394040000
LIC-10-20-020068	\$20.00	DANDY DAN'S #512 PO BOX 15397 HATTIESBURG MS 39404-
LIC-10-20-020069	\$15.00	DANDY DAN'S #512 6080 HIGHWAY 49 N HATTIESBURG MS 39401
LIC-10-20-020071	\$20.00	DANDY DAN'S #513 PO BOX 15397 HATTIESBURG MS 394040000
LIC-10-20-020072	\$15.00	DANDY DAN'S #513 PO BOX 15397 HATTIESBURG MS 394040000
LIC-10-20-020073	\$20.00	DANDY DAN'S #514 PO BOX 15397 HATTIESBURG MS 394040000
LIC-10-20-020074	\$15.00	DANDY DAN'S #514 PO BOX 15397 HATTIESBURG MS 394040000
LIC-10-20-020075	\$20.00	DANDY DAN'S #515 4401 W HARDY STREET HATTIESBURG MS 39401
LIC-10-20-020076	\$15.00	DANDY DAN'S #515 4401 W HARDY STREET HATTIESBURG MS 39401
LIC-10-20-020077	\$20.00	DANDY DAN'S #516 4878 HIGHWAY 49 S HATTIESBURG MS 39401
LIC-10-20-020078	\$15.00	DANDY DAN'S #516 PO BOX 15397 HATTIESBURG MS 394040000
LIC-10-20-020079	\$20.00	DANDY DAN'S #517 5000 W HARDY STREET HATTIESBURG MS 39403
LIC-10-20-020080	\$15.00	DANDY DAN'S #517 5000 W HARDY STREET HATTIESBURG MS 39403
LIC-10-20-020081	\$20.00	DANDY DAN'S #523 6734 HIGHWAY 49 HATTIESBURG MS 39401
LIC-10-20-020082	\$15.00	DANDY DAN'S #523 6734 HIGHWAY 49 HATTIESBURG MS 39401
LIC-10-20-020083	\$25.00	DANDY DAN'S #526 2800 LINCOLN ROAD HATTIESBURG MS 39403
LIC-10-20-020084	\$15.00	DANDY DAN'S #526 2800 LINCOLN ROAD HATTIESBURG MS 39403

LIC-10-20-020085	\$25.00		DANDY DAN'S #527 PO BOX 15397 HATTIESBURG MS 394040000
LIC-10-20-020086	\$15.00		DANDY DAN'S #527 5296 OLD HIGHWAY 11 STE 6 HATTIESBURG MS 39401
LIC-10-20-020087	\$20.00		DANDY DAN'S #529 2763 OAK GROVE ROAD STE 40 HATTIESBURG MS 39403
LIC-10-20-020088	\$15.00		DANDY DAN'S #529 PO BOX 15397 HATTIESBURG MS 394040000
LIC-10-20-020089	\$20.00		DANDY DAN'S #531 6470 HIGHWAY 98 HATTIESBURG MS 39403
LIC-10-20-020090	\$15.00		DANDY DAN'S #531 PO BOX 15397 HATTIESBURG MS 39404
LIC-10-20-020091	\$20.00		HATTIESBURG SELF STORAGE 1060 ORTEGA WAY B PLACENTIA CA 92870-
LIC-10-20-020093	\$48.00	\$5.76	HUBSOUTH MEDICAL CLINIC 200 W HOSPITAL DRIVE HATTIESBURG MS 39402
LIC-10-20-020097	\$45.00		DAN'S CAFE 4878 HIGHWAY 49 S HATTIESBURG MS 39401
LIC-10-20-020098	\$20.00		FAST MART # 19 2782 OAK GROVE ROAD HATTIESBURG MS 39403
LIC-10-20-020099	\$15.00		FAST MART # 19 6933 U S HWY 49 HATTIESBURG MS 39402-0000
LIC-10-20-020101	\$20.00		FAST MART # 16 6061 HARDY STREET HATTIESBURG MS 39401
LIC-10-20-020102	\$15.00		FAST MART # 16 6933 U S HWY 49 HATTIESBURG MS 39402-
LIC-10-20-020104	\$20.00		FAST MART # 11 1801 BROADWAY DRIVE STE 20 HATTIESBURG MS 39401
LIC-10-20-020105	\$15.00		FAST MART # 11 1801 BROADWAY DRIVE STE 20 HATTIESBURG MS 39401
LIC-10-20-020107	\$45.00	\$22.50	REDBOX AUTOMATED RETAIL LLC ONE TOWER LN STE 900 OAKBROOK TERRACE IL 60181-
LIC-10-20-020108	\$45.00	\$22.50	REDBOX AUTOMATED RETAIL, LLC ONE TOWER LANE STE 900 OAKBROOK TERRACE IL 60181-
LIC-10-20-020109	\$45.00	\$22.50	REDBOX AUTOMATED RETAIL LLC ONE TOWER LN STE 900 OAKBROOK TERRACE IL 60185-
LIC-10-20-020110	\$72.00		DOLEAC ELECTRIC CO. 1120 FINLO DRIVE HATTIESBURG MS 39402

LIC-10-20-020111	\$20.00	T-BONE RECORDS 2101 HARDY STREET HATTIESBURG MS
LIC-10-20-020112	\$87.00	WATERS INTERNATIONAL TRUCKS, INC . 80 S & K DR HATTIESBURG MS 39402
LIC-10-20-020113	\$20.00	CAPTAIN D'S #3840 1906 ARCADIA ST HATTIESBURG MS 39401
LIC-10-20-020114	\$150.00	MERIT HEALTH WESLEY 5001 HARDY STREET HATTIESBURG MS 39402
LIC-10-20-020115	\$80.00	EXCEL INJECTION MOLDING INC 977 SULLIVAN DRIVE HATTIESBURG MS 394010000
LIC-10-20-020116	\$72.00	PRIORITYONE BANK PO BOX 18409 HATTIESBURG MS 394020000
LIC-10-20-020117	\$40.00	COMMERCIAL STATIONERY COMPANY, INC 723 SCOOPA STREET HATTIESBURG MS 39401
LIC-10-20-020118	\$20.00	MISSISSIPPI MOTORS 1600 W PINE STREET HATTIESBURG MS 39401-
LIC-10-20-020119	\$20.00	MID SOUTH GLASS 609 EMERALD LN HATTIESBURG MS 39401
LIC-10-20-020120	\$20.00	IN & OUT WIRELESS OF JK, LLC 823 HARDY ST B HATTIESBURG MS 39401
LIC-10-20-020121	\$30.00	SUBWAY # 2723399 4904 HARDY STREET HATTIESBURG MS 39403
LIC-10-20-020122	\$30.00	SUBWAY # 2723395 25 W CEDAR ST M PENSACOLA FL 32502-
LIC-10-20-020123	\$80.00	MISSISSIPPI TANK COMPANY 3000 W 7TH STREET HATTIESBURG MS 39401
LIC-10-20-020124	\$15.00	BOSS WINGS XI, LLC 3317 HARDY STREET HATTIESBURG MS 39401
LIC-10-20-020125	\$20.00	BOSS WINGS XI, LLC 3317 HARDY STREET HATTIESBURG MS 39401
LIC-10-20-020133	\$20.00	MCCOY FIRE & SAFETY INC. 537 TEMPLE ST AUBURN AL 36830
LIC-10-20-020134	\$30.00	RAANES CAPITAL ADVISORS, LLC 22 MILLBRANCH ROAD STE 500 HATTIESBURG MS 39402-
LIC-10-20-020135	\$33.00	ARMSTRONG MCCALL BEAUTY SUPPLY 9466 THREE RIVERS RD GULFPORT MS 395030000
LIC-10-20-020136	\$30.00	CLAYTON HOMES # 785 P O BOX 4098 MARYVILLE TN 37802

LIC-10-20-020137	\$20.00		EDWARD JONES 605 CORRINE STREET HATTIESBURG MS 39401
LIC-10-20-020138	\$30.00		HATTIESBURG TENNIS, INC. 3800 DARBY RD HATTIESBURG MS 39402
LIC-10-20-020139	\$66.00		MCDONALD'S #1446 3111 HARDY STREET HATTIESBURG MS 39402
LIC-10-20-020141	\$1,040.00		J.C. PENNEY CORP INC. #2690-6 1000 TURTLE CREEK DRIVE HATTIESBURG MS 39402-
LIC-10-20-020142	\$20.00	\$2.20	BYPASS FOOD MART LLC 5386 OLD HWY 42 HATTIESBURG MS 39401-
LIC-10-20-020143	\$15.00	\$7.50	BYPASS FOOD MART LLC 5386 OLD HWY 42 HATTIESBURG MS 39401-
LIC-10-20-020144	\$20.00		TRENDY PERFUMES 1000 TURTLE CREEK DRIVE T-75 HATTIESBURG MS 39402
LIC-10-20-020145	\$20.00		TREASURES 1000 TURTLE CREEK DRIVE K-6 HATTIESBURG MS 39402
LIC-10-20-020146	\$20.00		BAGS & BLINGS 12503 LYNX LANE SUGAR LAND TX 77478-
LIC-10-20-020147	\$20.00		D'OR INTERNATIONAL 1000 TURTLE CREEK DRIVE K-1 HATTIESBURG MS 39402
LIC-10-20-020148	\$30.00		BREWSKY'S 2000 W PINE ST HATTIESBURG MS 39401
LIC-10-20-020149	\$15.00		BREWSKY'S 100 TITUS BLVD HATTIESBURG MS 39402
LIC-10-20-020150	\$20.00		MAIN STREET BOOKS 210 S MAIN STREET HATTIESBURG MS 39401-
LIC-10-20-020151	\$20.00		STRAHAN AUTO SALES 1913 W PINE STREET HATTIESBURG MS 39401-
LIC-10-20-020152	\$84.00		MOLPUS WOODLANDS GROUP, LLC 178 BONHOMIE RD HATTIESBURG MS 39401
LIC-10-20-020156	\$20.00		CURTIS WAITES MOBILE HOME PARK 310 GENEVA STREET HATTIESBURG MS 39401
LIC-10-20-020157	\$30.00		NAILSHOP 1000 TURTLE CREEK DRIVE STE 720 HATTIESBURG MS 39402
LIC-10-20-020158	\$20.00		BANANA PEEL, LLC 560 WEATHERSBY ROAD 100 HATTIESBURG MS 39402-
LIC-10-20-020159	\$20.00		COMPUTER SUPPORT SYSTEMS, INC. 3418 HOOPER LN SE DECATUR AL 35603

LIC-10-20-020160	\$30.00	MSP ENTERPRISES LLC 683 R V LINDLEY RD MOSELLE MS 39059
LIC-10-20-020161	\$20.00	JOHNSON, RATLIFF & WAIDE, PLLC PO BOX 17738 HATTIESBURG MS 394047738
LIC-10-20-020162	\$440.00	SHOE CARNIVAL # 260 5044 HARDY STREET HATTIESBURG MS 39402
LIC-10-20-020163	\$150.00	CHANNEL CONTROL MERCHANTS, LLC 6892 HWY 49 N HATTIESBURG MS 39401
LIC-10-20-020164	\$1,680.00	TARGET STORE T-2055 6143 HIGHWAY 98 8D HATTIESBURG MS 39402-
LIC-10-20-020165	\$15.00	TARGET STORE T-2055 PO BOX 9471 CC-1028 MINNEAPOLIS MN 554409471
LIC-10-20-020166	\$93.00	PETSMART, INC. #625 6143 HIGHWAY 98 STE 50 HATTIESBURG MS 39402
LIC-10-20-020167	\$63.00	HORNE CPA'S AND BUSINESS ADVISERS 15 THOMPSON PARKWAY STE 10 HATTIESBURG MS 39401
LIC-10-20-020168	\$20.00	CAMPER CITY 7166 HIGHWAY 49 N HATTIESBURG MS 39402-
LIC-10-20-020169	\$93.00	ADCOCK POOL SPA AND BILLIARDS PO BOX 338 ELLISVILLE MS 394370000
LIC-10-20-020170	\$60.00	WHISPERING PINES ALF, LLC 200 WHISPERING PINES BLVD HATTIESBURG MS 39401
LIC-10-20-020171	\$20.00	ED'S BURGER JOINT 17318 P O BOX HATTIESBURG MS 39402
LIC-10-20-020172	\$15.00	ED'S BURGER JOINT 17318 P O BOX HATTIESBURG MS 39402
LIC-10-20-020173	\$90.00	ED'S BURGER JOINT 3800 HARDY ST HATTIESBURG MS 39402
LIC-10-20-020174	\$30.00	ADVANCED CARPET & RUG CARE, LLC P.O. BOX 18797 HATTIESBURG MS 39404 877
LIC-10-20-020180	\$20.00	PINEBELT DISCOUNT BEER & TOBACCO PO BOX 16448 HATTIESBURG MS 39404
LIC-10-20-020181	\$15.00	PINEBELT DISCOUNT BEER & TOBACCO 6724 HWY 49 HATTIESBURG MS
LIC-10-20-020185	\$30.00	BANCORP SOUTH 3101 HARDY STREET 512 HATTIESBURG MS 39401
LIC-10-20-020186	\$30.00	BANCORP SOUTH 713 BROADWAY DR HATTIESBURG MS 39401

LIC-10-20-020188	\$78.00		JONES LOGISTICS, LLC 6184 HWY 98 W STE 210 HATTIESBURG MS 39402
LIC-10-20-020189	\$20.00		MIKE ROZIER CONSTRUCTION 10 LAMAR BOULEVARD HATTIESBURG MS 39403
LIC-10-20-020190	\$20.00	\$2.20	B & H STOP 927 RICHBURG RD HATTIESBURG MS 39402
LIC-10-20-020191	\$15.00	\$7.50	B & H STOP 927 RICHBURG RD HATTIESBURG MS 39402
LIC-10-20-020192	\$20.00	\$2.20	DESIGNS BY ART 1107 E LAUREL AV HATTIESBURG MS 39401
LIC-10-20-020193	\$20.00		UPDOWN TRAMPOLINE PARK 622 HWY 589 PURVIS MS 39475
LIC-10-20-020194	\$560.00		CAVENDER'S WESTERN OUTFITTER 7820 S BROADWAY TYLER TX 75703
LIC-10-20-020195	\$20.00		COMMUNITY SELF STORAGE-DOWNTOWN P O BOX 3226 GULFPORT MS 39505-
LIC-10-20-020196	\$30.00		DONNELL & COMPANY 301 S 40TH AVENUE HATTIESBURG MS 39402
LIC-10-20-020199	\$33.00		GAMESTOP...AND MOVIES TOO #2575 5819 HIGHWAY 49 STE 70 HATTIESBURG MS 39401
LIC-10-20-020202	\$20.00		POSH 813 SIOUX LN HATTIESBURG MS 39402
LIC-10-20-020203	\$20.00		MATTIE'S BEAUTY SALON 224 STEPPS AVENUE HATTIESBURG MS 39401
LIC-10-20-020204	\$33.00		MOVIE STAR RESTAURANT 5213 OLD HIGHWAY 11 HATTIESBURG MS 39402-
LIC-10-20-020205	\$20.00		ASSOCIATION MANAGEMENT SYSTEMS,INC. 629 N MAIN STREET HATTIESBURG MS 39401-
LIC-10-20-020206	\$20.00		HERZOG CPA COMPANY, PLLC 12 98 PLACE BOULEVARD HATTIESBURG MS 39402
LIC-10-20-020207	\$30.00		WESTGATE CLEANERS 108 S 37TH AVENUE HATTIESBURG MS 39401-
LIC-10-20-020208	\$4,815.00		ENTERPRISE RENT A CAR 1080 RIVER OAKS DR STE B-200 FLOWOOD MS 39232
LIC-10-20-020211	\$30.00		FAMOUS CAJUN GRILL 1000 TURTLE CREEK DRIVE 240 HATTIESBURG MS 394020000
LIC-10-20-020212	\$30.00		RAINEY MILLWORKS, LLC 1909 COUNTRY CLUB ROAD HATTIESBURG MS 39401

LIC-10-20-020213	\$20.00		CLAIRE'S #6089 3 SW 129 AVENUE 400 PEMBROKE PINES FL 33027-
LIC-10-20-020214	\$20.00		LENDMARK FINANCIAL SERVICES LLC 6117 HWY 98 40 HATTIESBURG MS 39403
LIC-10-20-020215	\$300.00		REEDS JEWELERS 1000 TURTLE CREEK DRIVE HATTIESBURG MS 39402-
LIC-10-20-020216	\$30.00		PARKER'S LANDSCAPE SERVICE 1951 MCINNIS LOOP HATTIESBURG MS 39402
LIC-10-20-020217	\$20.00		EMERGENCY CASH, INC. 1707 LINCOLN ROAD F HATTIESBURG MS
LIC-10-20-020222	\$20.00		SOUTHFORK INVESTMENTS LLC 25 FAIR LAKE DRIVE HATTIESBURG MS 39402-
LIC-10-20-020223	\$1,360.00		BEST BUY STORES LP #661 4600 HARDY STREET HATTIESBURG MS 39402
LIC-10-20-020224	\$63.00		AUTOMOTIVE GLASS SPECIALIST, INC 607 ADELINE STREET HATTIESBURG MS 394010000
LIC-10-20-020225	\$25.00		VISIONWORKS #225 1000 TURTLE CREEK DRIVE STE 450 HATTIESBURG MS 39402
LIC-10-20-020226	\$20.00		ACCEPTANCE NOW # 06728 6143 U S HWY 98 STE 110 HATTIESBURG MS 39402-0000
LIC-10-20-020227	\$20.00		NEW LIFE ENTERPRISES,BOOKS & GIFTS 604 LAFAYETTE AVENUE HATTIESBURG MS 39401-
LIC-10-20-020228	\$30.00		DOWNTOWN MEDICAL ASSOCIATES 415 S 28TH AVENUE HATTIESBURG MS 39401-
LIC-10-20-020229	\$84.00		HATTIESBURG CLINIC ARTHRITIS CENTER 104 MILLSAPS DRIVE HATTIESBURG MS 394010000
LIC-10-20-020230	\$150.00		HATTIESBURG CLINIC P.A. 415 S 28TH AVENUE HATTIESBURG MS 39401
LIC-10-20-020231	\$20.00		CHARLEY'S PHILLY STEAK 1000 TURTLE CREEK DRIVE 310 HATTIESBURG MS 39403
LIC-10-20-020232	\$30.00		HATTIESBURG CLINIC PA ALLERGY, ASTHMA AND IMMUNOLOGY 415 S 28TH AV HATTIESBURG MS 394017283
LIC-10-20-020233	\$30.00		HATTIESBURG CLINIC PURCHASING 5702 HWY 49 S HATTIESBURG MS 39401
LIC-10-20-020237	\$20.00	\$2.20	NOSTALGIA LOUNGE & BAR 107 E FRONT ST HATTIESBURG MS 39401
LIC-10-20-020239	\$0.00	\$0.00	NOSTALGIA LOUNGE & BAR 107 E FRONT ST HATTIESBURG MS 39401

LIC-10-20-020240	\$30.00		TURTLE CREEK MALL OFFICE 1000 TURTLE CREEK DRIVE STE 290 HATTIESBURG MS 39402
LIC-10-20-020241	\$30.00		ROTO ROOTER PLUMBING SERVICE 300 KANSAS LANE MONROE LA 71203
LIC-10-20-020243	\$20.00	\$2.20	GUYS & DOLLS 1315 E HARDY STREET HATTIESBURG MS 39401-
LIC-10-20-020244	\$15.00	\$7.50	GUYS & DOLLS 1315 E HARDY STREET HATTIESBURG MS 39401-
LIC-10-20-020245	\$40.00		PARRIS JEWELERS, LLC 3000 HARDY ST 20 HATTIESBURG MS 39401
LIC-10-20-020248	\$20.00	\$2.20	R & S AIR CONDITION 123 KING ROAD HATTIESBURG MS 39401
LIC-10-20-020251	\$20.00		HENDERSON ENTERPRISES LLC 12 PARK PLZ #164D HATTIESBURG MS 39402
LIC-10-20-020252	\$45.00		TOPHER'S ROCK N ROLL GRILL 5252 OLD HWY 11 HATTIESBURG MS 39402
LIC-10-20-020253	\$60.00		WAFFLE HOUSE #235 P O BOX 6450 TAX DEPT NORCROSS GA 30091-0000
LIC-10-20-020254	\$45.00		WAFFLE HOUSE #682 4406 HARDY ST HATTIESBURG MS 39401
LIC-10-20-020255	\$250.00		COBURN SUPPLY COMPANY, INC PO BOX 2177 BEAUMONT TX 77701-2177
LIC-10-20-020256	\$20.00		BAILEY'S HAIR LOUNGE 102 N 38TH AV STE D HATTIESBURG MS 39401
LIC-10-20-020258	\$30.00		MARSALIS MECHANICAL CONTRACTOR, INC 2012 NATCHEZ DRIVE MCCOMB MS 39648-
LIC-10-20-020259	\$30.00		MARSALIS MECHANICAL CONTRACTOR, INC 2012 NATCHEZ DRIVE MCCOMB MS 39648-
LIC-10-20-020260	\$30.00		Manning Gross + Massenburg LLP 125 HIGH ST 6TH FLOOR OLIVER STREET TOWER BOSTON MA 02110
LIC-10-20-020261	\$30.00		ELEDENT 1904 HARDY STREET HATTIESBURG MS 39401-
LIC-10-20-020262	\$30.00		GRAND BANK FOR SAVINGS FSB 204 WESTOVER DRIVE HATTIESBURG MS 39402
LIC-10-20-020263	\$93.00		COWBOY MALONEY'S ELECTRIC CITY 4700 HARDY ST STE J HATTIESBURG MS 39401
LIC-10-20-020264	\$54.00		ANDERSON CARPET ONE FLOOR & HOME 11 OFFICE PARK DRIVE 40 & 50 HATTIESBURG MS 39403

LIC-10-20-020265	\$30.00	TERRY SERVICE INC PO BOX 1557 RIDGELAND MS 39158-
LIC-10-20-020266	\$20.00	VAPORIZED 112 CAMBROOKE HATTIESBURG MS 39402
LIC-10-20-020267	\$20.00	LISAS UNLIMITED STYLES 3305 LUPER DRIVE HATTIESBURG MS 394010000
LIC-10-20-020268	\$20.00	GREGS AUTO SALES & LEASING INC 2772 OAK GROVE RD HATTIESBURG MS
LIC-10-20-020269	\$90.00	CHICK-FIL-A 6099 HIGHWAY 98 W HATTIESBURG MS 39402-
LIC-10-20-020270	\$69.00	LIL BUTCHER SHOPPE 1910 B BROADWAY DR HATTIESBURG MS 39401
LIC-10-20-020271	\$33.00	HI-FI CRUISIN, INC. 106 SHEFFIELD LOOP HATTIESBURG MS 39402-
LIC-10-20-020273	\$20.00	TRENDZ 1000 TURTLE CREEK DRIVE STE 800 HATTIESBURG MS 39402
LIC-10-20-020274	\$20.00	LAB TEST DEPOT 6242 HWY 98 W 60 HATTIESBURG MS 39402-
LIC-10-20-020275	\$20.00	ASSOCIATED CONTRACTORS INC PO BOX 16521 HATTIESBURG MS 394040000
LIC-10-20-020278	\$20.00	SLEEP NUMBER CORPORATION 6156 HWY 98 STE 90 HATTIESBURG MS 39402
LIC-10-20-020279	\$20.00	CUSTOM AUTO CREATIONS 5556 OLD HWY 42 HATTIESBURG MS 39401
LIC-10-20-020280	\$20.00	AFFORDABLE EMERGENCY LIGHTS 5556 OLD HWY 42 HATTIESBURG MS 39401
LIC-10-20-020282	\$20.00	GADSBY'S GOOD GRUB 1170 RICHBURG ROAD HATTIESBURG MS 39402-
LIC-10-20-020283	\$20.00	JEFFERSON TAX SERVICE 116 WOODLANDS TRC HATTIESBURG MS 39402
LIC-10-20-020284	\$20.00	BURNHAM'S ELECTRIC 82 VALLEY FARM LN SUMRALL MS 39482
LIC-10-20-020285	\$20.00	CLASSY TATZ TATTOO & BODY PIERCING STUDIO 6086 HWY 98 STE 9 HATTIESBURG MS 39402-
LIC-10-20-020286	\$20.00	ELEGANT CREATIONS SALON & BOUTIQUE 2625 LINCOLN ROAD HATTIESBURG MS 39402-
LIC-10-20-020288	\$45.00	JD'S CHEAP TOW LLC 610 WEST ST HATTIESBURG MS 39401

LIC-10-20-020289	\$150.00		SAVILINX 5912 US HWY 49 STE C-11 HATTIESBURG MS 39401
LIC-10-20-020290	\$20.00	\$2.60	HOME STYLE RESTAURANT 1929 EDWARDS ST HATTIESBURG MS 39401
LIC-10-20-020291	\$20.00	\$2.80	SELECTION HEALTHCARE SERVICES, LLC 606 ADELINE ST IC HATTIESBURG MS 39401
LIC-10-20-020292	\$20.00	\$2.80	FIRST ALLEGIANCE SERVICES LLC 606 ADELINE ST STE A HATTIESBURG MS 39401
284	\$32,159.00	\$233.26	

Total Collection for October

New Licenses	\$692.90
Renewed Licenses	\$32,159.00
Penalties	\$233.26
Grand Total	\$33,085.16

PRIVILEGE LICENSE MONTHLY REPORT

09/01/2020 TO 09/30/2020

New Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name, & Address of Business</u>
LIC-06-20-018902	\$20.00		HEAVENLY HOMES LLC 404 E MAIN ST SEMINARY MS 39479
LIC-06-20-018947	\$45.00		BEYOND THERAPY HATTIESBURG, LLC 4700 HARDY ST STE J 1 HATTIESBURG MS 39402
LIC-08-20-019325	\$20.00		GUARANTEE RESTORATION SERVICES, LLC 11811 DUNLAY LN BATON ROUGE LA 70809
LIC-08-20-019389	\$45.00		HTL AUTOMOTIVE SERVICES, LLC 49 WANDERING OAKS LN HATTIESBURG MS 39401
LIC-08-20-019390	\$118.00		BLOOMS 301 MCLEOD ST HATTIESBURG MP 39401
LIC-08-20-019433	\$45.00		SALON HAIR SO PERFECT 15 WHETSTONE LOOP HATTIESBURG MS 39401
LIC-08-20-019441	\$45.00		THE HAMMETT LAW FIRM 5267 OLD HWY 11 HATTIESBURG MS 39402
LIC-08-20-019445	\$20.00		HEMPSTEAD UG 213 N 24TH AV HATTIESBURG MS 39401
LIC-08-20-019464	\$45.00		GLAMOUR YOU BEAUTY SUPPLY 6152 HWY 98 STE 60 HATTIESBURG MS 39402
LIC-09-19-016801	\$45.00		BKPTV 215 MOBILE ST STE 100 HATTIESBURG MS 39401
LIC-09-20-019469	\$20.00		KVJ & COMPANY LLC P O BOX 18833 HATTIESBURG MS 39404
LIC-09-20-019471	\$20.00		ASPIRE LUXURIOUS LOCKS 104 COLUMBIA ST HATTIESBURG MS 39401
LIC-09-20-019508	\$20.00		SIMPLY MAID CLEANING SERVICES 808 MYRTLE ST HATTIESBURG MS 39401
LIC-09-20-019565	\$20.00		HANDSWORKBYJA 78 WISTERIA DR HATTIESBURG MS 39401
LIC-09-20-019591	\$250.00		BARNES CROSSING AUTO SALES 41648 CR 452 LEESBURG FL 34788
LIC-09-20-019600	\$20.00		SOUTHERN STYLE BOUTIQUE & HAIR LLC 420 S 14TH AV HATTIESBURG MS 39401

LIC-09-20-019605	\$20.00	LANDARC CONSULTING GROUP, LLC 308 4TH AV HATTIESBURG MS 39401
LIC-09-20-019627	\$45.00	HATTIESBURG EYE CLINIC P.A. 100 W HOSPITAL DR HATTIESBURG MS 39402
LIC-09-20-019683	\$20.00	ELEVATED ENERGY GROUP 200 BLUE GABLES RD APT. 502 HATTIESBURG MS 39401
LIC-09-20-019699		MS. STATE DEPT. OF HEALTH 208 W PINE STE 100 HATTIESBURG MS 39401
LIC-09-20-019700	\$20.00	MOMA'S HOT PLATE 27 ANNIE CHRISTIE DR HATTIESBURG MS 39401
LIC-09-20-019707	\$20.00	O'SHA'S CLEANING SERVICES INC. 27 ANNIE CHRISIE DR HATTIESBURG MS 39401
LIC-09-20-019724	\$65.00	MID-SOUTH MACHINERY INC PO BOX 6076 JACKSON MS 392886076
LIC-09-20-019737	\$10.00	MID-SOUTH MACHINERY INC 7422 HWY 49 N HATTIESBURG MS 39402
LIC-09-20-019752	\$30.00	JIM SMITH SERVICES, INC. P.O. BOX 17737 HATTIESBURG MS 39404
LIC-09-20-019769	\$20.00	GODDESS THREADS, LLC 96 MILLPOND DR HATTIESBURG MS 39401
LIC-09-20-019805	\$36.00	WALLEY ELECTRIC COMPANY INC 4240 FORT KALI OKA DR SARALAND AL 36571
LIC-09-20-019878	\$20.00	HASSELVANDER LLC 17 E ROSERVOIR RD COLUMBIA MS 39429
LIC-09-20-019900	\$15.00	MINI SUPERMARKET 2763 OAK GROVE ROAD RD STE 10 HATTIESBURG MS 39402
LIC-10-19-017312	\$79.00	JONES PIPELINE SERVICES, LLC 16 OFFICE PARK DR STE 5 HATTIESBURG MS 39402
LIC-10-20-020100	\$5.00	FAST MART # 19 2782 OAK GROVE ROAD HATTIESBURG MS 39403
LIC-10-20-020103	\$5.00	FAST MART # 16 6933 U S HWY 49 HATTIESBURG MS 39402-
LIC-10-20-020106	\$5.00	FAST MART # 11 1801 BROADWAY DRIVE STE 20 HATTIESBURG MS 39401
LIC-11-19-017553	\$45.00	MINI SUPERMARKET 2763 OAK GROVE ROAD RD STE 10 HATTIESBURG MS 39402

34

\$1,258.00

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name, & Address of Business</u>
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LIC-09-20-019474	\$20.00	KATIE EXPRESS FOOD MART, LLC 306 KATIE AV HATTIESBURG MS 39401
LIC-09-20-019475	\$15.00	KATIE EXPRESS FOOD MART, LLC 306 KATIE AV HATTIESBURG MS 39401
LIC-09-20-019476	\$30.00	ONE 80 FITNESS INC. 10598 D'IBERVILLE BLVD STE J D'IBERVILLE MS 39540
LIC-09-20-019477	\$30.00	JUTAMAS THAI RESTAURANT 910 TIMOTHY LANE HATTIESBURG MS 39401-
LIC-09-20-019478	\$15.00	JUTAMAS THAI RESTAURANT 910 TIMOTHY LANE HATTIESBURG MS 39401-
LIC-09-20-019479	\$36.00	JUTAMAS THAI RESTAURANT 6156 HWY 98 W STE 100 HATTIESBURG MS 39402
LIC-09-20-019480	\$15.00	JUTAMAS THAI RESTAURANT 73 STONES THROW DR HATTIESBURG MS 39401
LIC-09-20-019481	\$20.00	SEW SELECT 4400 HARDY ROAD STE B-9 HATTIESBURG MS 39402-
LIC-09-20-019482	\$20.00	THE PARLOR SALON 117 E FRONT ST HATTIESBURG MS 39401
LIC-09-20-019485	\$150.00	C-SPIRE 4930 HARDY ST HATTIESBURG MS 39402
LIC-09-20-019486	\$30.00	C-SPIRE 1018 HIGHLAND COLONY PARKWAY STE 330 RIDGELAND MS 39157-
LIC-09-20-019487	\$93.00	C-SPIRE 5910 HWY 49 HATTIESBURG MS 39401
LIC-09-20-019488	\$36.00	EYE EXAMINERS, INC. PO BOX 18516 HATTIESBURG MS 39404
LIC-09-20-019489	\$25.00	GOLDEN EAGLE EXPRESS 208 N 38TH AVENUE HATTIESBURG MS 39402-
LIC-09-20-019490	\$15.00	GOLDEN EAGLE EXPRESS 208 N 38TH AVENUE HATTIESBURG MS 39402-
LIC-09-20-019491	\$20.00	LAKE SERENE GROCERY, INC. 2855-B OAK GROVE ROAD HATTIESBURG MS 394020000
LIC-09-20-019492	\$15.00	LAKE SERENE GROCERY, INC. 2855-B OAK GROVE ROAD HATTIESBURG MS 394020000
LIC-09-20-019493	\$15.00	SUPER KING BUFFET, INC 4591 HARDY STREET HATTIESBURG MS 39402-
LIC-09-20-019494	\$30.00	SUPER KING BUFFET, INC 4591 HARDY STREET HATTIESBURG MS 39402-

LIC-09-20-019495	\$15.00		RIO GRANDE AUTH. MEXICAN REST. LLC 153 TURTLE CREEK DRIVE HATTIESBURG MS 39402-
LIC-09-20-019496	\$30.00		RIO GRANDE AUTH. MEXICAN REST. LLC 153 TURTLE CREEK DRIVE HATTIESBURG MS 39402-
LIC-09-20-019497	\$20.00	\$2.20	ICLONE SERVICES, LLC 1009 N 30TH AV HATTIESBURG MS 39401
LIC-09-20-019498	\$20.00		FUEL TIME 16 3100 HARDY ST HATTIESBURG MS 39401
LIC-09-20-019499	\$15.00		FUEL TIME 16 3100 HARDY ST HATTIESBURG MS 39401
LIC-09-20-019500	\$20.00		SHELTON FOOD STORE 816 EDWARDS STREET HATTIESBURG MS 394010000
LIC-09-20-019501	\$15.00		SHELTON FOOD STORE 816 EDWARDS STREET HATTIESBURG MS 39401
LIC-09-20-019502	\$0.00		HUB BOWLING LANES INC 7022 US HIGHWAY 49 HATTIESBURG MS 39402
LIC-09-20-019503	\$0.00		HUB BOWLING LANES INC PO BOX 16147 HATTIESBURG MS 39404
LIC-09-20-019504	\$0.00		HUB BOWLING LANES INC PO BOX 16147 HATTIESBURG MS 39404
LIC-09-20-019505	\$0.00		HUB BOWLING LANES INC 7022 US HIGHWAY 49 HATTIESBURG MS 39402
LIC-09-20-019506	\$30.00		YAMATO STEAK HOUSE 5040 HARDY ST HATTIESBURG MS 39401
LIC-09-20-019507	\$15.00		YAMATO STEAK HOUSE 5040 HARDY ST HATTIESBURG MS 39401
LIC-09-20-019509	\$20.00		BROADWAY EXPRESS 1501 BROADWAY DRIVE HATTIESBURG MS 39401-
LIC-09-20-019510	\$15.00		BROADWAY EXPRESS 1501 BROADWAY DRIVE HATTIESBURG MS 39401-
LIC-09-20-019511	\$40.00		CARTER'S 24 CROSS CREEK PARKWAY HATTIESBURG MS 39403
LIC-09-20-019512	\$30.00		GREAT SOUTHERN BANK PO BOX 1799 HATTIESBURG MS 39403
LIC-09-20-019513	\$20.00		AAMCO TRANSMISSION 109 MAYFAIR ROAD HATTIESBURG MS 39402-
LIC-09-20-019514	\$20.00		HFS RECOVERY, INC PO BOX 62 HATTIESBURG MS 394030000

LIC-09-20-019515	\$30.00	IMAGES SIGNS & NEON INC. 310 25TH AVENUE HATTIESBURG MS 394010000
LIC-09-20-019516	\$20.00	DISTINCTIVE DOORS & GLASS, LLC 1503 N MAIN STREET HATTIESBURG MS 394011912
LIC-09-20-019518	\$20.00	SINCLAIR LUNDY CPA 2200 HARDY ST 20 HATTIESBURG MS 39401
LIC-09-20-019519	\$20.00	FOUR SEASONS FLORIST & GIFTS LLC 208 S 27TH AVENUE STE 1 HATTIESBURG MS 39401-
LIC-09-20-019520	\$440.00	CORNER MARKET 9006 3720 HARDY ST STE 7 HATTIESBURG MS 39402
LIC-09-20-019521	\$15.00	CORNER MARKET 9006 3720 HARDY ST STE 7 HATTIESBURG MS 39402
LIC-09-20-019522	\$40.00	CORNER MARKET 9006 PO BOX 16569 HATTIESBURG MS 39404
LIC-09-20-019526	\$20.00	FINISH LINE #7 POST OFFICE BOX 16448 HATTIESBURG MS 39401
LIC-09-20-019530	\$15.00	FINISH LINE #7 POST OFFICE BOX 16448 HATTIESBURG MS 394040000
LIC-09-20-019533	\$36.00	GOLD POST SANDWICH HOUSE 2210 HARDY STREET HATTIESBURG MS 39401
LIC-09-20-019534	\$20.00	F & F CONSTRUCTION INC 3180 CARRIER STREET MEMPHIS TN 38116-
LIC-09-20-019535	\$30.00	DAVI NAILS 5901 US HIGHWAY 49 HATTIESBURG MS 39401-
LIC-09-20-019536	\$20.00	HONEY BAKED HAM & CAFE 4600 HARDY STREET 10 HATTIESBURG MS 39402
LIC-09-20-019537	\$30.00	UNIVERSITY FLORIST & GIFTS LLC 6074 U S HIGHWAY 49 HATTIESBURG MS 39401-
LIC-09-20-019538	\$20.00	SIGNATURE ONE REALTY, LLC - 90321 118 FAIRFIELD DRIVE HATTIESBURG MS 39402-
LIC-09-20-019539	\$80.00	C.L. DEWS FOUNDRY & MACHINE CO, INC 1600 EDWARDS STREET HATTIESBURG MS 39401
LIC-09-20-019540	\$20.00	GRILLO LAW FIRM PO BOX 1104 HATTIESBURG MS 39403
LIC-09-20-019541	\$20.00	PLATINUM PALACE 6086 HWY 98 STE 7 HATTIESBURG MS 39402
LIC-09-20-019542	\$200.00	OLD NAVY # 3373 PO BOX 27809 ALBUQUERQUE NM 871250000

LIC-09-20-019543	\$30.00	DANCE SOUTH, INC 6555 HWY 98 W STE 16 HATTIESBURG MS 39402-
LIC-09-20-019544	\$20.00	MEDICAL ANALYSIS - GHV PO BOX 8700 GULFPORT MS 39506
LIC-09-20-019545	\$20.00	DELIA'S FLORIST & MAGNOLIA ST. NURS 5395 HIGHWAY 49 HATTIESBURG MS 394010000
LIC-09-20-019546	\$20.00	LEGACY HEALTH CENTER, LLC 100 GREENLEAF DR HATTIESBURG MS 39402
LIC-09-20-019547	\$25.00	WARRIOR TIRE & SERVICE 5279 OLD HIGHWAY 11 HATTIESBURG MS 39402-
LIC-09-20-019548	\$30.00	MYERS UNDERGROUND LLC 408 RYAN ROAD HATTIESBURG MS 39401
LIC-09-20-019549	\$30.00	JORDAN BROTHERS PLUMBING, INC. 53 RIVER DR HATTIESBURG MS 39401
LIC-09-20-019550	\$20.00	GARNER ELECTRIC 17 WESTLEY DRIVE PETAL MS 39465
LIC-09-20-019551	\$90.00	HOOTERS OF HATTIESBURG 101 CARLISLE DRIVE HATTIESBURG MS 39402-
LIC-09-20-019552	\$15.00	HOOTERS OF HATTIESBURG 101 CARLISLE DRIVE HATTIESBURG MS 39402-
LIC-09-20-019553	\$25.00	B & K SEAFOOD INT'L FOOD MARKET 4600 HARDY STREET HATTIESBURG MS 39401-
LIC-09-20-019554	\$15.00	B & K SEAFOOD INT'L FOOD MARKET 4600 HARDY STREET HATTIESBURG MS 39401-
LIC-09-20-019555	\$15.00	DRAGON HOUSE BAR & GRILL, LLC 6131 HWY 49 S HATTIESBURG MS 39401
LIC-09-20-019556	\$60.00	DRAGON HOUSE BAR & GRILL, LLC 6131 HWY 49 S HATTIESBURG MS 39401
LIC-09-20-019557	\$20.00	DRAGON HOUSE BAR & GRILL, LLC 6131 HWY 49 S HATTIESBURG MS 39401
LIC-09-20-019558	\$63.00	DELTA WORLD TIRE 46 KING RD HATTIESBURG MS 39402
LIC-09-20-019559	\$20.00	PETRA CAFE III 118 MANCHESTER RD HATTIESBURG MS 39402
LIC-09-20-019560	\$15.00	PETRA CAFE III 118 MANCHESTER RD HATTIESBURG MS 39402
LIC-09-20-019561	\$20.00	HOME 2 HATTIESBURG 308 N PETERS RD 100 KNOXVILLE TN 37922

LIC-09-20-019562	\$15.00	HOME 2 HATTIESBURG 116 PLAZA DR HATTIESBURG MS 39402
LIC-09-20-019563	\$15.00	HAMPTON INN HATTIESBURG 308 N PETERS RD 100 KNOXVILLE TN 37922
LIC-09-20-019564	\$20.00	HAMPTON INN HATTIESBURG 120 PLAZA DR HATTIESBURG MS 39402
LIC-09-20-019566	\$15.00	THE CRAB HOUSE, INC 3801 HARDY ST HATTIESBURG MS 39402
LIC-09-20-019567	\$20.00	THE CRAB HOUSE, INC 3801 HARDY ST HATTIESBURG MS 39402
LIC-09-20-019568	\$15.00	PIER 98 LLC 5295 OLD HWY 11 7 HATTIESBURG MS 39402
LIC-09-20-019569	\$30.00	PIER 98 LLC 5295 OLD HWY 11 STE 7 HATTIESBURG MS 39402
LIC-09-20-019570	\$30.00	WASABI SUSHI II INC 6096 HWY 98 HATTIESBURG MS 39402
LIC-09-20-019571	\$15.00	WASABI SUSHI II INC 6096 HWY 98 STE 8 HATTIESBURG MS 39402
LIC-09-20-019572	\$20.00	SOUTHERN SEAFOOD 1005 E HARDY STREET HATTIESBURG MS 39401
LIC-09-20-019573	\$15.00	SOUTHERN SEAFOOD 1005 E HARDY STREET HATTIESBURG MS 39401
LIC-09-20-019574	\$20.00	FINISH LINE #10 4960 HARDY STREET HATTIESBURG MS 39402
LIC-09-20-019575	\$15.00	FINISH LINE #10 4960 HARDY STREET HATTIESBURG MS 39402
LIC-09-20-019576	\$30.00	OISHI STEAK HOUSE LLC 3606 HARDY STREET HATTIESBURG MS 39402-
LIC-09-20-019577	\$15.00	OISHI STEAK HOUSE LLC 3606 HARDY STREET HATTIESBURG MS 39402-
LIC-09-20-019578	\$15.00	TWISTED SKILLET 6414 HWY 98 W STE 60 HATTIESBURG MS 39402
LIC-09-20-019579	\$20.00	TWISTED SKILLET 59 RUE BORDEAUX HATTIESBURG MS 39402
LIC-09-20-019580	\$30.00	MUGSHOTS GRILL & BAR 100 TITUS BLVD HATTIESBURG MS 39402
LIC-09-20-019581	\$15.00	MUGSHOTS GRILL & BAR 204 N 40TH AVENUE HATTIESBURG MS 39402

LIC-09-20-019582	\$30.00		PATIO 44 3822 W 4TH STREET HATTIESBURG MS 39402-
LIC-09-20-019583	\$15.00		PATIO 44 3822 W 4TH STREET HATTIESBURG MS 39402-
LIC-09-20-019584	\$20.00		SULLY'S TAVERN 213 SULLIVAN KILLRAIN ROAD HATTIESBURG MS 39401-
LIC-09-20-019585	\$15.00		SULLY'S TAVERN 2000 W PINE STREET HATTIESBURG MS 39403
LIC-09-20-019586	\$30.00		DOUBLETREE HATTIESBURG 10 GATEWAY DRIVE HATTIESBURG MS 394020000
LIC-09-20-019587	\$15.00		DOUBLETREE HATTIESBURG 5701 PROGRESS ROAD INDIANAPOLIS IN 462410000
LIC-09-20-019588	\$20.00		COMFORT SUITES 122 PLAZA DRIVE HATTIESBURG MS 39402
LIC-09-20-019589	\$20.00		HARDY FOOD MART 4100 HARDY ST HATTIESBURG MS 39402
LIC-09-20-019590	\$15.00		HARDY FOOD MART 4100 HARDY ST HATTIESBURG MS 39402
LIC-09-20-019592	\$39.00		UNITED RENTALS (NORTH AMERICA), INC. 45 BLACKWELL BLVD HATTIESBURG MS 39402
LIC-09-20-019593	\$20.00		BRUCE PROFESSIONAL COUNSELING 1306 HARDY ST HATTIESBURG MS 39401
LIC-09-20-019594	\$20.00		RAM COMPUTER SERVICES, INC 5910 HWY 49 STE 40 HATTIESBURG MS 39401
LIC-09-20-019595	\$15.00		AMERICAN LEGION POST #24 P O BOX 1093 HATTIESBURG MS 39403-
LIC-09-20-019597	\$30.00		W.R. FAIRCHILD CONSTRUCTION CO. 6330 HIGHWAY 49 N HATTIESBURG MS 39401
LIC-09-20-019598	\$20.00	\$2.20	K & B BODY SHOP 409 PROVIDENCE STREET HATTIESBURG MS 39401-
LIC-09-20-019606	\$25.00		SULLIVAN'S GROCERY # 7 PO BOX 367 NEW HEBRON MS 39140-
LIC-09-20-019607	\$40.00		CORNER MARKET #9314 5266 OLD HIGHWAY 11 HATTIESBURG MS 39402
LIC-09-20-019608	\$15.00		CORNER MARKET #9314 5266 OLD HIGHWAY 11 HATTIESBURG MS 39402
LIC-09-20-019609	\$20.00		USAMEX STORE 500 E PINE ST HATTIESBURG MS 39401

LIC-09-20-019610	\$15.00	USAMEX STORE 500 E PINE ST HATTIESBURG MS 39401
LIC-09-20-019611	\$20.00	SOUTH POINTE EXPRESS MART 5326 US HWY 49 S HATTIESBURG MS 39401-
LIC-09-20-019612	\$15.00	SOUTH POINTE EXPRESS MART 5326 US HWY 49 S HATTIESBURG MS 39401-
LIC-09-20-019613	\$40.00	SOUTH LAKE SERENE 4062 HIGHWAY 11 HATTIESBURG MS 39402
LIC-09-20-019614	\$15.00	SOUTH LAKE SERENE 4062 HIGHWAY 11 HATTIESBURG MS 39402
LIC-09-20-019615	\$20.00	MINIT MART #20 6481 HIGHWAY 98 HATTIESBURG MS 39402
LIC-09-20-019616	\$15.00	MINIT MART #20 6481 HIGHWAY 98 HATTIESBURG MS 39402
LIC-09-20-019617	\$20.00	MINIT MART #23 PO BOX 429 PURVIS MS 39475
LIC-09-20-019618	\$15.00	MINIT MART #23 PO BOX 429 DRIVE PURVIS MS 39475
LIC-09-20-019619	\$20.00	W. J SERVICES, LLC 903 COIT ST HATTIESBURG MS 39401
LIC-09-20-019620	\$20.00	MINIT MART #37 PO BOX 429 PURVIS MS 394750000
LIC-09-20-019621	\$15.00	MINIT MART #37 3710 W 4TH STREET HATTIESBURG MS 39401
LIC-09-20-019622	\$20.00	MINIT MART #39 1801 HARDY STREET HATTIESBURG MS 39401
LIC-09-20-019623	\$15.00	MINIT MART #39 PO BOX 429 PURVIS MS 394750000
LIC-09-20-019624	\$33.00	RAMCO PO BOX 429 PURVIS MS 39475
LIC-09-20-019625	\$15.00	RAMCO PO BOX 429 PURVIS MS 39475
LIC-09-20-019626	\$75.00	TUESDAY MORNING, INC. #362 6062 HWY 98 HATTIESBURG MS 39402
LIC-09-20-019628	\$20.00	EAST SIDE AUTO REPAIR 612 EASTSIDE AVENUE HATTIESBURG MS 39401
LIC-09-20-019629	\$15.00	HOTEL INDIGO 103 S 30TH AV HATTIESBURG 39402

LIC-09-20-019630	\$45.00	HOTEL INDIGO 103 S 30TH AV HATTIESBURG 39402
LIC-09-20-019631	\$48.00	PEDESCO INC. 2000 BYRON STREET HATTIESBURG MS 39401
LIC-09-20-019632	\$20.00	HUB CITY CONSTRUCTION, INC. 607 CORINNE ST STE C-6 HATTIESBURG MS 39401
LIC-09-20-019633	\$20.00	T.C.M. SERVICES PO BOX 1364 HATTIESBURG MS 39403
LIC-09-20-019634	\$30.00	SHENANIGANS OF HATTIESBURG, LLC 2100 W PINE STREET HATTIESBURG MS 39401
LIC-09-20-019635	\$15.00	SHENANIGANS OF HATTIESBURG, LLC 2100 W PINE ST HATTIESBURG MS 39401
LIC-09-20-019636	\$20.00	THE UPS STORE #4624 5891 HIGHWAY 49 S 60 HATTIESBURG MS 394020000
LIC-09-20-019637	\$33.00	WOOLWINE AUTO PLEX LLC 1510 W PINE STREET HATTIESBURG MS 39401-
LIC-09-20-019638	\$36.00	ORKIN PEST CONTROL 101 BUTTERNUT LN MANDEVILLE LA 70448
LIC-09-20-019639	\$20.00	CLEMTS HARDWARE 5422 HIGHWAY 49 S HATTIESBURG MS 39401-
LIC-09-20-019640	\$20.00	BY-PASS GROCERY PO BOX 265 PETAL MS 394650000
LIC-09-20-019641	\$20.00	SOUTHERN SURGICAL ASSOCIATES 139 FAIRFIELD DRIVE HATTIESBURG MS 39402-
LIC-09-20-019642	\$20.00	SOUTHERN UROLOGY, P.A. 139 FAIRFIELD DRIVE HATTIESBURG MS 39402-
LIC-09-20-019643	\$108.00	VARDAMAN BUICK COMPANY, INC. 802 BROADWAY DRIVE HATTIESBURG MS 39401-
LIC-09-20-019644	\$45.00	MISSISSIPPI DYSLEXIA CENTER 15 MILLBRANCH RD HATTIESBURG MS 39402
LIC-09-20-019645	\$80.00	USA YEAST COMPANY LLC SUBSIDIARY OF LALLEMAND 457 J M TATUM INDUSTRIAL DR HATTIESBURG MS 39401
LIC-09-20-019646	\$20.00	PARADIGM SHOPPE 112 CAMBROOKE HATTIESBURG MS 39402
LIC-09-20-019647	\$20.00	FRENCH'S CLOTHING FOR U 627 A MILTON BARNES AV HATTIESBURG MS 39401
LIC-09-20-019648	\$15.00	FRENCH'S CLOTHING FOR U 627 A MILTON BARNES AV HATTIESBURG MS 39401

LIC-09-20-019649	\$20.00	EAGLE TIRE & SERVICE 4934 HARDY STREET HATTIESBURG MS 39402-
LIC-09-20-019650	\$30.00	PRIORITYONE BANK SPECIAL ASSETS DEPT 16 OFFICE PARK DRIVE STE 4 HATTIESBURG MS 39403
LIC-09-20-019651	\$30.00	INTERNATIONAL HOUSE OF PANCAKE 2904 HARDY STREET HATTIESBURG MS 39401-
LIC-09-20-019652	\$20.00	MAGNIFICENT NAILS 6111 HIGHWAY 49 111 HATTIESBURG MS 39401
LIC-09-20-019653	\$20.00	HUB CITY EMPLOYMENT INC 201 N N. 25TH AV HATTIESBURG MS 39401-
LIC-09-20-019654	\$20.00	TURBO C STORE #20 PO BOX 16448 HATTIESBURG MS 39404-
LIC-09-20-019655	\$15.00	TURBO C STORE #20 3955 VETERANS MEMORIAL DRIVE HATTIESBURG MS 39403
LIC-09-20-019656	\$20.00	LOS COMPADRES MEAT MARKET 831 HARDY ST HATTIESBURG MS 39401
LIC-09-20-019657	\$15.00	LOS COMPADRES MEAT MARKET PO BOX 8183 LAUREL MS 39441
LIC-09-20-019658	\$20.00	HATTIESBURG COUNTRY CLUB 61 CLASSIC DR HATTIESBURG MS 39402
LIC-09-20-019659	\$15.00	HATTIESBURG COUNTRY CLUB 61 CLASSIC DR HATTIESBURG MS 39402
LIC-09-20-019660	\$20.00	CENTURY CONSTRUCTION 100 BANKSTON ARMS DRIVE HATTIESBURG MS 39401
LIC-09-20-019661	\$20.00	LEE PACE LLC 2910 MAGNOLIA PL HATTIESBURG MS 39402
LIC-09-20-019662	\$20.00	SPECTRUM THE OTHER CLINIC 2910 MAGNOLIA PL HATTIESBURG MS 39402
LIC-09-20-019663	\$30.00	QDOBA MEXICAN GRILL 3705 HARDY ST STE 10 HATTIESBURG MS
LIC-09-20-019664	\$15.00	QDOBA MEXICAN GRILL 3705 HARDY STREET STE 10 HATTIESBURG MS 39402-
LIC-09-20-019665	\$30.00	CHINA BUFFET OF SOUTHERN, INC 4600 HARDY STREET 22 HATTIESBURG MS 39402-
LIC-09-20-019666	\$15.00	CHINA BUFFET OF SOUTHERN, INC 4600 HARDY STREET 22 HATTIESBURG MS 39402-
LIC-09-20-019667	\$20.00	FAITH CONSULTANT, LLC PO BOX 574 HATTIESBURG MS 39403-0574

LIC-09-20-019668	\$20.00		PLAZA FIESTA 1111 HARDY STREET HATTIESBURG MS 39401
LIC-09-20-019669	\$15.00		PLAZA FIESTA 1111 HARDY STREET HATTIESBURG MS 394010000
LIC-09-20-019672	\$30.00	\$3.90	GRAND BANK FOR SAVINGS FSB PO BOX 16988 HATTIESBURG MS 394040000
LIC-09-20-019673	\$30.00		E. CORNELL MALONE CORP. 1 COMMERCE DRIVE STE 200 HATTIESBURG MS 39402-
LIC-09-20-019674	\$20.00		PINE BELT ROBOTICS ACADEMY 5268 OLD HWY 11 STE 9 HATTIESBURG MS 39402
LIC-09-20-019675	\$380.00		PARRIS JEWELERS, LLC 6254 HWY 98 HATTIESBURG MS 39402-
LIC-09-20-019676	\$30.00		TOPHER'S OF H'BURG 3320 HARDY ST HATTIESBURG MS 39401
LIC-09-20-019677	\$150.00		HATTIESBURG HEALTH & REHAB CENTER, LLC 514 BAY ST HATTIESBURG MS 39401
LIC-09-20-019678	\$30.00		ROCK -N-ROLL SUSHI 3307 HERITAGE CT SARALAND AL 36571
LIC-09-20-019679	\$15.00		ROCK -N-ROLL SUSHI 3307 HERITAGE CT SARALAND AL 36571
LIC-09-20-019680	\$36.00		DEL SOL MEXICAN RESTAURANT LLC 560 WEATHERSBY ROAD STE 150 HATTIESBURG MS 39402-
LIC-09-20-019681	\$15.00		DEL SOL MEXICAN RESTAURANT LLC 560 WEATHERSBY ROAD STE 150 HATTIESBURG MS 39402-
LIC-09-20-019682	\$20.00	\$3.40	C & J CATERING 125 TUSCAN AVENUE HATTIESBURG MS 39401
LIC-09-20-019684	\$20.00		SKY SUSHI OF MS INC 6565 HWY 98 W STE HATTIESBURG MS
LIC-09-20-019685	\$15.00		SKY SUSHI OF MS INC 6565 HWY 98 W STE 120 HATTIESBURG MS
LIC-09-20-019686	\$20.00		STRICKS ON 4TH ST. 3802 W 4TH STREET HATTIESBURG MS 39401-
LIC-09-20-019687	\$15.00		STRICKS ON 4TH ST. 3802 W 4TH STREET HATTIESBURG MS 39401-
LIC-09-20-019688	\$25.00		ROSHNI LLC 120 WESTOVER DRIVE 10 HATTIESBURG MS 39402-
LIC-09-20-019689	\$15.00		ROSHNI LLC 120 WESTOVER DRIVE 10 HATTIESBURG MS 39402-

LIC-09-20-019690	\$20.00	DEPOT KITCHEN AND MARKET 209 BUSCHMAN ST HATTIESBURG MS 39401
LIC-09-20-019691	\$15.00	DEPOT KITCHEN AND MARKET 209 BUSCHMAN ST HATTIESBURG MS 39401
LIC-09-20-019692	\$30.00	FUZZY'S TACO SHOP 3102 HARDY ST STE 10 HATTIESBURG MS 39401
LIC-09-20-019693	\$15.00	FUZZY'S TACO SHOP 3102 HARDY ST STE 10 HATTIESBURG MS 39402
LIC-09-20-019694	\$25.00	FILL UP 4 2306 HARDY ST HATTIESBURG MS 39401
LIC-09-20-019695	\$15.00	FILL UP 4 2306 HARDY ST HATTIESBURG MS 39401
LIC-09-20-019696	\$25.00	FILL UP 5 3809 HARDY ST HATTIESBURG MS 39402
LIC-09-20-019697	\$15.00	FILL UP 5 3809 HARDY ST HATTIESBURG MS 39402
LIC-09-20-019701	\$20.00	GIOVONIA'S CLOSET 47 SHARMONT DRIVE HATTIESBURG MS 39403
LIC-09-20-019702	\$30.00	ROUNDUP, LTD PO BOX 1726 HATTIESBURG MS 39403
LIC-09-20-019703	\$30.00	CLAXTON JANITORIAL SERVICES INC 16 OFFICE PARK DRIVE 2 HATTIESBURG MS 39402
LIC-09-20-019704	\$20.00	SUPER 8 2 CHURCHILL DRIVE HATTIESBURG MS 39402
LIC-09-20-019705	\$63.00	OWENS BUSINESS MACHINES, INC 2108 HARDY STREET HATTIESBURG MS 39401-
LIC-09-20-019706	\$20.00	PERFECT PROFILE 710 COUNTRY CLUB ROAD HATTIESBURG MS 39401
LIC-09-20-019708	\$250.00	KIDS MARKET OF MS, LLC 5912 HWY 49 SPACE B1-4 HATTIESBURG MS 39401
LIC-09-20-019709	\$150.00	JOS. A. BANK CLOTHIERS 6156 US HIGHWAY 98 W HATTIESBURG MS 39402-
LIC-09-20-019710	\$20.00	FAIRLEY'S WINGS & MORE 631 MAIN ST HATTIESBURG MS 39401
LIC-09-20-019711	\$15.00	FAIRLEY'S WINGS & MORE
LIC-09-20-019712	\$20.00	CONVILLE & CONVILLE, PLLC 1301 W PINE STREET HATTIESBURG MS 39401

LIC-09-20-019713	\$340.00	TRACTOR SUPPLY COMPANY # 1461 5401 VIRGINIA WAY BRENTWOOD TN 37027
LIC-09-20-019714	\$30.00	COURTESY COLLISION CENTER 6393 HWY 98 W HATTIESBURG MS 39402
LIC-09-20-019715	\$15.00	LA FIESTA BRAVA 6168 HIGHWAY 49 HATTIESBURG MS 39401-
LIC-09-20-019716	\$300.00	LA FIESTA BRAVA 6168 HIGHWAY 49 HATTIESBURG MS 39401-
LIC-09-20-019717	\$30.00	LA FIESTA BRAVA 6168 HIGHWAY 49 HATTIESBURG MS 39401-
LIC-09-20-019718	\$42.00	COURTESY QUICKLANE 6393 HWY 98 W HATTIESBURG MS 39402
LIC-09-20-019719	\$30.00	TOPHER'S ROCK & ROLL GRILL 1803 BROADWAY DRIVE HATTIESBURG MS 39401-
LIC-09-20-019720	\$45.00	MICHAEL'S WRECKER SERVICE INC 1903 STONE STREET HATTIESBURG MS 39401-
LIC-09-20-019721	\$45.00	LIL JACKIE'S WRECKER 1919 HILL STREET HATTIESBURG MS 39401-
LIC-09-20-019722	\$45.00	BODY TECH WRECKER SERVICE 1919 HILL ST HATTIESBURG MS 39401-
LIC-09-20-019723	\$45.00	LARRY'S WRECKER SERVICE 1917 HILL STREET HATTIESBURG MS 39401-
LIC-09-20-019725	\$20.00	CLUB EMPIRE 811 TIMOTHY LANE HATTIESBURG MS 39401-
LIC-09-20-019726	\$20.00	AUSTIN ENTERTAINMENT LLC 811 TIMOTHY LN HATTIESBURG MS 39401
LIC-09-20-019727	\$30.00	DRAYER PHYSICAL THERAPY INSTITUTE, LLC 8205 PRESIDENTS DRIVE 2ND FLOOR HUMMELSTOWN PA 17036-
LIC-09-20-019729	\$15.00	OUTBACK STEAKHOUSE PO BOX 16705 JACKSON MS 392360000
LIC-09-20-019730	\$20.00	OUTBACK STEAKHOUSE PO BOX 16705 JACKSON MS 392360000
LIC-09-20-019731	\$15.00	SIDELINES SPORTS CAFE 2763 OAK GROVE ROAD STE 30 HATTIESBURG MS 39402-
LIC-09-20-019732	\$20.00	SIDELINES SPORTS CAFE 2763 OAK GROVE ROAD STE 30 HATTIESBURG MS 39402-
LIC-09-20-019733	\$20.00	UNIVERSITY INN 6547 HIGHWAY 49 N HATTIESBURG MS 39401

LIC-09-20-019734	\$15.00	UNIVERSITY INN 6547 HIGHWAY 49 N HATTIESBURG MS 39401
LIC-09-20-019735	\$15.00	LAST CALL BAR & GRILL 7308 US HWY 49 N HATTIESBURG MS 39403
LIC-09-20-019736	\$20.00	LAST CALL BAR & GRILL 7308 US HWY 49 N HATTIESBURG MS 39403
LIC-09-20-019738	\$15.00	TABELLA PO BOX 17318 HATTIESBURG MS 39404-7318
LIC-09-20-019739	\$72.00	TABELLA PO BOX 17318 HATTIESBURG MS 39404-7318
LIC-09-20-019740	\$20.00	ANOTHER BROTHER VENDING LLC PO BOX 17564 HATTIESBURG MS 39404
LIC-09-20-019741	\$200.00	ANDERSON RUG MARKET PO BOX 16055 HATTIESBURG MS 394040000
LIC-09-20-019742	\$51.00	ARBY'S ROAST BEEF 100 MARINERS BOULEVARD STE 8 MANDEVILLE LA 704480000
LIC-09-20-019743	\$20.00	MIDSOUTH GOLF,LLC 101 SHADOW LAKE DRIVE HATTIESBURG MS 39402-
LIC-09-20-019744	\$15.00	MIDSOUTH GOLF,LLC 101 SHADOW LAKE DRIVE HATTIESBURG MS 39402-
LIC-09-20-019746	\$105.00	LONGHORN STEAKHOUSE OF HATTIESBURG #5258 4503 HARDY STREET HATTIESBURG MS 39402
LIC-09-20-019747	\$15.00	LONGHORN STEAKHOUSE OF HATTIESBURG #5258 4503 HARDY STREET HATTIESBURG MS 39402
LIC-09-20-019748	\$15.00	OLIVE GARDEN ITALIAN RESTAURANT# 1693 4505 HARDY STREET HATTIESBURG MS
LIC-09-20-019749	\$135.00	OLIVE GARDEN ITALIAN RESTAURANT# 1693 4505 HARDY STREET HATTIESBURG MS
LIC-09-20-019750	\$15.00	PAPITOS GRILL 6313 US HWY 49 HATTIESBURG MS 39401
LIC-09-20-019751	\$30.00	PAPITOS GRILL 6313 US HWY 49 HATTIESBURG MS 39401
LIC-09-20-019754	\$150.00	CHANNEL CONTROL MERCHANTS 5154 HWY 42 HATTIESBURG MS 39401
LIC-09-20-019755	\$30.00	SWEET PEPPERS DELI - LINCOLN 2005 LINCOLN ROAD HATTIESBURG MS
LIC-09-20-019756	\$20.00	BRAZEN "SKATEBOARDS" SKATE SHOP 6086 US HWY 98 W STE 4 HATTIESBURG MS 39402-

LIC-09-20-019757	\$380.00	HOBBY LOBBY STORES INC #269 7707 SW 44TH ST ATTN : TAX DEPT OKLAHOMA CITY OK 73179
LIC-09-20-019758	\$20.00	THE RED JASPER 3416 HARDY ST STE 140 HATTIESBURG MS 39401
LIC-09-20-019759	\$20.00	CCM CAPITAL ASSETS LLC 6633 HIGHWAY 49 S HATTIESBURG MS 39401
LIC-09-20-019760	\$84.00	R J YOUNG 130 JM TATUM INDUSTRAIL DRIVE HATTIESBURG MS 39402
LIC-09-20-019761	\$39.00	BANCORP SOUTH 6471 HIGHWAY 98 W HATTIESBURG MS 39402
LIC-09-20-019762	\$120.00	LOGAN'S ROADHOUSE 6147 HIGHWAY 98 HATTIESBURG MS 39402
LIC-09-20-019763	\$15.00	LOGAN'S ROADHOUSE 8800 W 116TH CIR STE 6220 BROOMFIELD CO 80021
LIC-09-20-019764	\$15.00	HATTIESBURG THEATRES, LLC DBA THE GRAND 18 100 GRAND DR HATTIESBURG MS 39401
LIC-09-20-019765	\$60.00	HATTIESBURG THEATRES, LLC DBA THE GRAND 18 935 GRAVIER ST STE 1200 NEW ORLEANS LA 70112
LIC-09-20-019766	\$150.00	HATTIESBURG THEATRES, LLC DBA THE GRAND 18 100 GRAND DR HATTIESBURG MS 39401
LIC-09-20-019767	\$93.00	ROSS DRESS FOR LESS #859 6105 HIGHWAY 98 HATTIESBURG MS 39402
LIC-09-20-019770	\$20.00	THAT'S A WRAP, TV /FILM ACTING STUDIO LLC 163 TURTLE CREEK DRIVE STE 110 HATTIESBURG MS 39402-
LIC-09-20-019771	\$30.00	SPIRE MISSISSIPPI INC 1614 W 4TH ST HATTIESBURG MS 39401
LIC-09-20-019772	\$20.00	4 D SOLUTIONS, INC. 523 E HICKORY ST ELLISVILLE MS 39437-
LIC-09-20-019773	\$20.00	WELLSPRING WEALTH GROUP 6374 HWY 98 STE C HATTIESBURG MS 39402
LIC-09-20-019774	\$30.00	CHESTERFIELD'S 4646 HARDY STREET HATTIESBURG MS 39402-
LIC-09-20-019775	\$15.00	CHESTERFIELD'S 4646 HARDY STREET HATTIESBURG MS 39402-
LIC-09-20-019776	\$30.00	RUSH OIL CO., INC 523 N MAIN STREET HATTIESBURG MS 39401-
LIC-09-20-019777	\$20.00	KEITH'S SUPERSTORE #135 7048 U.S. 49 HIGHWAY HATTIESBURG MS 39402-

LIC-09-20-019778	\$15.00	KEITH'S SUPERSTORE #135 5331 OLD HIGHWAY 11 HATTIESBURG MS
LIC-09-20-019779	\$20.00	KEITH'S SUPERSTORE #150 7048 HIGHWAY 49 HATTIESBURG MS 394020000
LIC-09-20-019780	\$15.00	KEITH'S SUPERSTORE #150 7048 HIGHWAY 49 HATTIESBURG MS 394020000
LIC-09-20-019781	\$20.00	KEITH'S SUPERSTORE #137 LLC 5170 W 4TH STREET HATTIESBURG MS 39401
LIC-09-20-019782	\$15.00	KEITH'S SUPERSTORE #137 LLC 5170 W 4TH STREET HATTIESBURG MS 39401
LIC-09-20-019783	\$20.00	QUICK SAVE 916 E HARDY ST HATTIESBURG MS
LIC-09-20-019784	\$15.00	QUICK SAVE 916 E HARDY ST HATTIESBURG MS
LIC-09-20-019785	\$5.00	QUICK SAVE 916 E HARDY ST HATTIESBURG MS
LIC-09-20-019786	\$15.00	COMPADRE'S TAQUERIA & GRILL 1131 HARDY STREET HATTIESBURG MS 39401-
LIC-09-20-019787	\$20.00	COMPADRE'S TAQUERIA & GRILL 1131 HARDY STREET HATTIESBURG MS 39401-
LIC-09-20-019788	\$15.00	COMPADRES MEXICAN GRILL LLC 5268 OLD HWY 11 STE 15 HATTIESBURG MS 39402
LIC-09-20-019789	\$30.00	COMPADRES MEXICAN GRILL LLC PO BOX 17857 HATTIESBURG MS 39404
LIC-09-20-019790	\$15.00	PHO SAIGON VIETNAMESE CUISINE 2902 HARDY ST STE 40 & 50 HATTIESBURG MS 39401
LIC-09-20-019791	\$20.00	PHO SAIGON VIETNAMESE CUISINE 2902 HARDY ST STE 40 & 50 HATTIESBURG MS 39401
LIC-09-20-019792	\$20.00	CHICKEN SALAD CHICK 3002 HARDY ST STE 160 HATTIESBURG MS 39401
LIC-09-20-019793	\$15.00	THE MEXICAN KITCHEN 406 CLASSIC DRIVE HATTIESBURG MS 394020000
LIC-09-20-019794	\$200.00	PINE BELT INDUSTRIAL SUPPLY 1406 CORINNE STREET HATTIESBURG MS 39401-
LIC-09-20-019795	\$45.00	FIRST BANK 6300 US HWY 98 HATTIESBURG MS 39402
LIC-09-20-019796	\$15.00	O'CHARLEY'S # 254 3038 SIDCO DR NASHVILLE TN 37204

LIC-09-20-019797	\$150.00		O'CHARLEY'S # 254 3038 SIDCO DR NASHVILLE TN 37204
LIC-09-20-019798	\$10.00		LUXURY INN 6518 HWY 49 N HATTIESBURG MS 39401
LIC-09-20-019799	\$30.00		LUXURY INN 6518 HWY 49 N HATTIESBURG MS 39401
LIC-09-20-019800	\$15.00		PYROS PIZZA 3002 HARDY ST STE 170 HATTIESBURG MS 39401
LIC-09-20-019801	\$90.00		PYROS PIZZA 3002 HARDY ST STE 170 HATTIESBURG MS 39401
LIC-09-20-019802	\$15.00		COURTYARD BY MARRIOT PO BOX 5566 DOTHAN AL 36302-0000
LIC-09-20-019803	\$60.00		COURTYARD BY MARRIOT 119 GRAND DRIVE HATTIESBURG MS 39401-
LIC-09-20-019804	\$30.00		WATTS ELECTRICAL & A /C, INC 1116 BROAD STREET COLUMBIA MS 39429
LIC-09-20-019807	\$50.00		CLARK'S #50 720 STATION STREET WAYNESBORO MS 39367-
LIC-09-20-019808	\$15.00		CLARK'S #50 6540 HWY 49 HATTIESBURG MS 39402
LIC-09-20-019809	\$20.00		CUSTOM BUILDING SOLUTIONS 668 OLD SALT RD SUMRALL MS 39482
LIC-09-20-019810	\$20.00	\$26.80	LEGGETT'S 806 S TIPTON HATTIESBURG MS 39401
LIC-09-20-019811	\$30.00	\$3.90	TJ'S LEARNING CENTER 1903 ARCADIA STREET HATTIESBURG MS 39401-
LIC-09-20-019812	\$20.00	\$2.60	TJ'S LEARNING CENTER AFTER SCHOOL 1901 ARCADIA ST HATTIESBURG MS 39401
LIC-09-20-019813	\$33.00		B-KWIK #15 PO BOX 67 MCCOMB MS 39649
LIC-09-20-019814	\$15.00		B-KWIK #15 6290 HWY 98 HATTIESBURG MS 39402
LIC-09-20-019815	\$20.00		ADVANTAGE MEDICAL & PHARMACEUTICAL 6375 HIGHWAY 98 STE 20, 30 &40 HATTIESBURG MS 39402-
LIC-09-20-019816	\$20.00		SUNNY'S EXPRESS MART Mart #4 5316 HWY 42 HATTIESBURG MS 39401
LIC-09-20-019817	\$5.00		SUNNY'S EXPRESS MART Mart #4 5316 HWY 42 HATTIESBURG MS 39401

LIC-09-20-019818	\$15.00	SUNNY'S EXPRESS MART Mart #4 5316 HWY 42 HATTIESBURG MS 39401
LIC-09-20-019819	\$30.00	4TH STREET BAR 2505 W 4TH ST HATTIESBURG MS 39401
LIC-09-20-019820	\$15.00	4TH STREET BAR 2505 W 4TH ST HATTIESBURG MS 39401
LIC-09-20-019821	\$360.00	4TH STREET BAR 2505 W 4TH ST HATTIESBURG MS 39401
LIC-09-20-019823	\$20.00	WORLD FINANCE CORP 4600 HARDY STREET STE 36 HATTIESBURG MS 39404-
LIC-09-20-019824	\$20.00	HATTIESBURG FAMILY DENTAL CARE 6142 HIGHWAY 98 10 HATTIESBURG MS 39402
LIC-09-20-019825	\$800.00	BOOKS-A-MILLION #431 4600 HARDY STREET HATTIESBURG MS 39401
LIC-09-20-019826	\$30.00	REGIONS BANK 1000 TURTLE CREEK DRIVE STE 3 HATTIESBURG MS 39402-
LIC-09-20-019827	\$15.00	FAT BOYS OF MAIN STREET PO BOX 1307 HATTIESBURG MS 39403-
LIC-09-20-019828	\$20.00	FAT BOYS OF MAIN STREET PO BOX 1307 HATTIESBURG MS 39403-
LIC-09-20-019829	\$15.00	BROTHERS FOOD MART 801 JAMES STREET HATTIESBURG MS 39401-
LIC-09-20-019830	\$20.00	BROTHERS FOOD MART 801 JAMES STREET HATTIESBURG MS 39401-
LIC-09-20-019831	\$20.00	TRIANGLE SEAFOOD & PO-BOYS 420 HARDY STREET HATTIESBURG MS 39401-
LIC-09-20-019832	\$15.00	TRIANGLE SEAFOOD & PO-BOYS 420 HARDY STREET HATTIESBURG MS 39401-
LIC-09-20-019833	\$30.00	PERFORMANCE PETERBILT OF HATTIESBURG 335 COMMERCE BLVD MIDWAY FL 32343
LIC-09-20-019834	\$20.00	EAGLE FOOD MART- NM, LLC 1000 N MAIN ST HATTIESBURG MS 39401
LIC-09-20-019835	\$15.00	EAGLE FOOD MART- NM, LLC 3700 MONTAGUE BLVD APT 4 HATTIESBURG MS 39401
LIC-09-20-019836	\$20.00	COUGHLINS FLORIST PO BOX 1086 HATTIESBURG MS 39403-
LIC-09-20-019837	\$33.00	TIMBERTON GOLF CLUB 22 CLUBHOUSE DRIVE HATTIESBURG MS 394010000

LIC-09-20-019838	\$15.00		TIMBERTON GOLF CLUB 22 CLUBHOUSE DRIVE HATTIESBURG MS 39401
LIC-09-20-019839	\$30.00	\$3.60	ADVANCE FRAMING MATERIAL, INC 4150 OLD MOBILE HIGHWAY LUCEDALE MS 39452-
LIC-09-20-019840	\$50.00		SOUTHERN BEVERAGE CO. INC. 6992 HIGHWAY 49 N HATTIESBURG MS 39402
LIC-09-20-019841	\$20.00		CARE MANAGEMENT ORGANIZATION LLC 106 MADISON PLZ STE A HATTIESBURG MS
LIC-09-20-019842	\$20.00		THERAPEUTIC KNEADS 332 N 25TH AVENUE HATTIESBURG MS 394010000
LIC-09-20-019843	\$30.00		PAIN TREATMENT CENTER 106 ASBURY CIRCLE HATTIESBURG MS 39402
LIC-09-20-019844	\$30.00		PAIN CONSULTANTS OF SOUTH MS 106 ASBURY CIRCLE HATTIESBURG MS
LIC-09-20-019845	\$15.00		SAKE CAFE HATTIESBURG INC. 24 CROSS CREEK PARKWAY STE 130 HATTIESBURG MS 39402-
LIC-09-20-019846	\$20.00		SAKE CAFE HATTIESBURG INC. 24 CROSS CREEK PARKWAY 130 HATTIESBURG MS 39402-
LIC-09-20-019847	\$150.00		INTERIOR EXTERIOR BUILDING SUPPLY PO BOX 4002 NEW ORLEANS LA 70119
LIC-09-20-019848	\$15.00		BUFFALO WILD WINGS BAR & GRILL 3 CHURCHILL STREET HATTIESBURG MS 39402
LIC-09-20-019849	\$33.00		BUFFALO WILD WINGS BAR & GRILL 1024 OLD HWY 471 STE C BRANDON MS 39042
LIC-09-20-019850	\$560.00		OFFICE DEPOT, INC. #324 P.O. BOX 5029 BOCA RATON FL 334310829
LIC-09-20-019851	\$120.00		CHILDREN'S CLINIC 415 S 28TH AVENUE HATTIESBURG MS 39401-
LIC-09-20-019852	\$30.00		COURTESY FORD PO BOX 352 HATTIESBURG 39403
LIC-09-20-019853	\$150.00		COURTESY FORD PO BOX 352 HATTIESBURG 39403
LIC-09-20-019854	\$25.00		SUNFLOWER #121 1900 HARDY STREET HATTIESBURG MS 39401
LIC-09-20-019855	\$15.00		SUNFLOWER #121 PO BOX 16569 HATTIESBURG MS 394040000
LIC-09-20-019856	\$20.00		SUNFLOWER #121 PO BOX 16569 HATTIESBURG MS 394040000

LIC-09-20-019857	\$15.00	ROPER 6428 HIGHWAY 49 N HATTIESBURG MS 39401
LIC-09-20-019858	\$300.00	ROPER 6428 HIGHWAY 49 N HATTIESBURG MS 39401
LIC-09-20-019859	\$30.00	ROPER 6428 HIGHWAY 49 N HATTIESBURG MS 39401
LIC-09-20-019860	\$440.00	ASHLEY FURNITURE HOME STORE 1431 FM 1101 NEW BRAUNFELS TX 78155
LIC-09-20-019861	\$15.00	MARIO'S ITALIAN RESTAURANT 1410 N 31ST AV HATTIESBURG MS 39401
LIC-09-20-019862	\$30.00	MARIO'S ITALIAN RESTAURANT 1410 N 31ST AV HATTIESBURG MS 39401
LIC-09-20-019863	\$30.00	SPECIALTY REPAIR & REMODELING 3347 HALLS MILL RD MOBILE AL 36606
LIC-09-20-019864	\$135.00	HANCO CORPORATION 6316 HWY 49 HATTIESBURG MS 39401-
LIC-09-20-019865	\$27.00	KINGSPINS 709 BARTUR ST HATTIESBURG MS 39401-
LIC-09-20-019866	\$585.00	KINGSPINS 709 BARTUR ST HATTIESBURG MS 39401-
LIC-09-20-019867	\$15.00	KINGSPINS 709 BARTUR ST HATTIESBURG MS 39401-
LIC-09-20-019868	\$30.00	KINGSPINS 709 BARTUR ST HATTIESBURG MS 39401-
LIC-09-20-019869	\$15.00	V.F.W. LACY KELLY POST # 3036 210 RONIE STREET HATTIESBURG MS 39401
LIC-09-20-019870	\$30.00	V.F.W. LACY KELLY POST # 3036 210 RONIE STREET HATTIESBURG MS 39401
LIC-09-20-019871	\$30.00	LOOMIS ARMORED US LLC 120 S CENTRAL AV STE 350 CLAYTON MO 63105
LIC-09-20-019872	\$15.00	EASTSIDE GROCERY 600 EASTSIDE AV HATTIESBURG MS 39401
LIC-09-20-019873	\$20.00	EASTSIDE GROCERY 600 EASTSIDE AV HATTIESBURG MS 39401
LIC-09-20-019875	\$20.00	DANNY'S GROCERY & DELI 100 HALL AV HATTIESBURG MS 39401
LIC-09-20-019877	\$15.00	DANNY'S GROCERY & DELI 100 HALL AV HATTIESBURG MS 39401

LIC-09-20-019879	\$50.00	CIRCLE K STORE #2723385 25 W CEDAR STREET M PENSACOLA FL 32502-
LIC-09-20-019880	\$15.00	CIRCLE K STORE #2723385 7060 HWY 49 N HATTIESBURG MS 39403
LIC-09-20-019881	\$30.00	SOUTHERN COLONEL HOMES, INC. #2 7390 HIGHWAY 49 N HATTIESBURG MS 39402
LIC-09-20-019882	\$50.00	CIRCLE K STORE #2723395 25 W CEDAR STREET M PENSACOLA FL 32502-
LIC-09-20-019883	\$15.00	CIRCLE K STORE #2723395 25 W CEDAR STREET M PENSACOLA FL 32502-
LIC-09-20-019884	\$15.00	CIRCLE K STORE #2723399 4904 HARDY STREET HATTIESBURG MS 39403
LIC-09-20-019885	\$40.00	CIRCLE K STORE #2723399 25 W CEDAR STREET M PENSACOLA FL 32502-
LIC-09-20-019886	\$60.00	WALK-ON'S BISTREAUX & BAR 4400 HARDY ST STE A-1 HATTIESBURG MS 39402
LIC-09-20-019887	\$15.00	WALK-ON'S BISTREAUX & BAR 4400 HARDY ST STE A-1 HATTIESBURG MS 39402
LIC-09-20-019888	\$40.00	WALK-ON'S BISTREAUX & BAR 4400 HARDY ST STE A-1 HATTIESBURG MS 39402
LIC-09-20-019889	\$150.00	PURPLE PARROT/CRESCENT CITY GRILL 3810 HARDY STREET HATTIESBURG MS 39401
LIC-09-20-019890	\$15.00	PURPLE PARROT/CRESCENT CITY GRILL 3810 HARDY STREET HATTIESBURG MS 39401
LIC-09-20-019891	\$20.00	NICK'S ICE HOUSE 2106 HARDY STREET HATTIESBURG MS 39401
LIC-09-20-019892	\$15.00	NICK'S ICE HOUSE 2106 HARDY STREET HATTIESBURG MS 394010000
LIC-09-20-019893	\$20.00	NICK'S MOVING SERVICE 2106 HARDY STREET HATTIESBURG MS 394010000
LIC-09-20-019894	\$15.00	CINCO DE MAYO MEXICAN GRILL 6414 HWY 98 W HATTIESBURG MS 39402
LIC-09-20-019895	\$30.00	CINCO DE MAYO MEXICAN GRILL 6414 HWY 98 W STE 150 HATTIESBURG MS 39402
LIC-09-20-019896	\$20.00	DISCOUNT TOBACCO & BEER 6335 HWY 49 STE 30 & 32 HATTIESBURG MS 39402
LIC-09-20-019897	\$15.00	DISCOUNT TOBACCO & BEER 6335 HWY 49 STE 30 & 32 HATTIESBURG MS 39402

LIC-09-20-019898	\$30.00	SOUTHERN SURGERY WOUND CARE 139 FAIRFIELD DRIVE HATTIESBURG MS 39402-
LIC-09-20-019901	\$15.00	PIZZA HUT #2213 720 W 20TH STREET PITTSBURG KS 667620000
LIC-09-20-019902	\$30.00	PIZZA HUT #2213 3610 W HARDY STREET HATTIESBURG MS 39401
LIC-09-20-019903	\$15.00	HUB CITY BEERS 1715 HARDY ST HATTIESBURG MS 39401
LIC-09-20-019904	\$20.00	HUB CITY BEERS 1715 HARDY ST HATTIESBURG MS 39401
LIC-09-20-019905	\$15.00	PIZZA HUT #1181 580 WEATHERSBY ROAD HATTIESBURG MS 39402
LIC-09-20-019906	\$30.00	PIZZA HUT #1181 580 WEATHERSBY ROAD HATTIESBURG MS 39402
LIC-09-20-019907	\$20.00	SHELTON PLACE 815.5 E 7TH STREET HATTIESBURG MS 39401
LIC-09-20-019908	\$15.00	SHELTON PLACE 815.5 E 7TH STREET HATTIESBURG MS 39401
LIC-09-20-019909	\$20.00	STUCKEYS PO BOX 18107 HATTIESBURG MS 394048107
LIC-09-20-019910	\$15.00	STUCKEYS PO BOX 18107 HATTIESBURG MS 394048107
LIC-09-20-019911	\$20.00	BROADWAY DISCOUNT TOBACCO, INC . 1818 BROADWAY DR STE 30 HATTIESBURG MS 39402
LIC-09-20-019912	\$15.00	BROADWAY DISCOUNT TOBACCO, INC . 1818 BROADWAY DR STE 30 HATTIESBURG MS 39402
LIC-09-20-019913	\$45.00	HYBRID PLASTICS, INC. 55 WL RUNNELS INDUSTRIAL DRIVE HATTIESBURG MS 39401
LIC-09-20-019914	\$93.00	FAMILY DOLLAR STORES # 23708 3814 W 4TH STREET STE 40 HATTIESBURG MS 39401
LIC-09-20-019915	\$15.00	FAMILY DOLLAR STORES # 23708 3814 W 4TH STREET 40 HATTIESBURG MS 39401
LIC-09-20-019916	\$20.00	MARCANE ELECTRONICS 1005 OAKLEIGH ST HATTIESBURG MS 39402
LIC-09-20-019917	\$15.00	HALF SHELL OYSTER HOUSE HATTIESBURG LLC 6555 HWY 98 HATTIESBURG MS 39402-
LIC-09-20-019918	\$90.00	HALF SHELL OYSTER HOUSE HATTIESBURG LLC 6555 HWY 98 HATTIESBURG MS 39402-

LIC-09-20-019919	\$15.00		DOLLAR GENERAL #1039 100 MISSION RIDGE ATTN: TAX GOODLETTSVILLE TN 37072-
LIC-09-20-019920	\$63.00		DOLLAR GENERAL #1039 1909 HARDY STREET HATTIESBURG MS 39401-
LIC-09-20-019921	\$75.00		DOLLAR GENERAL #1717 5021 HWY 42 HATTIESBURG MS 39401-
LIC-09-20-019922	\$15.00		DOLLAR GENERAL #1717 5021 HWY 42 HATTIESBURG MS 39401-
LIC-09-20-019923	\$63.00		DOLLAR GENERAL #4111 100 MISSION RIDGE ATTN: TAX GOODLETTSVILLE TN 37072-
LIC-09-20-019924	\$15.00		DOLLAR GENERAL #4111 2099 LINCOLN ROAD HATTIESBURG MS 39401
LIC-09-20-019925	\$63.00		DOLLAR GENERAL #8538 7206 US HWY 49 HATTIESBURG MS 39401
LIC-09-20-019926	\$15.00		DOLLAR GENERAL #8538 100 MISSION RIDGE GOODLETTSVILLE TN 37072
LIC-09-20-019927	\$50.00		DOLLAR GENERAL STORE #9731 100 MISSION RIDGE ATTN: TAX GOODLETTSVILLE TN 37072-
LIC-09-20-019928	\$15.00		DOLLAR GENERAL STORE #9731 2603 OAK GROVE ROAD STE A HATTIESBURG MS 39402
LIC-09-20-019929	\$63.00		DOLLAR GENERAL #16015 100 MISSION RIDGE GOODLETTSVILLE TN 37072-
LIC-09-20-019930	\$15.00		DOLLAR GENERAL #16015 5306 HWY 49 HATTIESBURG MS 39401-
LIC-09-20-019931	\$93.00		DOLLAR GENERAL #17971 100 W. RED ST HATTIESBURG MS 39401
LIC-09-20-019932	\$15.00		DOLLAR GENERAL #17971 100 W. RED ST HATTIESBURG MS 39401
LIC-09-20-019933	\$63.00		DOLLAR GENERAL STORE #18752 1204 EDWARDS ST HATTIESBURG MS 39401
LIC-09-20-019934	\$15.00		DOLLAR GENERAL STORE #18752 100 MISSION RIDGE ATTN; TAX LICENSING GOODLETTSVILLE TN 37072
LIC-10-19-017322	\$15.00	\$0.00	AUSTIN ENTERTAINMENT LLC 811 TIMOTHY LN HATTIESBURG MS 39401
LIC-12-19-017773	\$25.00		RHYTHM HERITAGE FOUNDATION 215 MOBILE ST HATTIESBURG MS 39401

417

\$17,518.00

\$48.60

Total Collection for September

New Licenses	\$1,258.00
Renewed Licenses	\$17,518.00
Penalties	\$48.60
Grand Total	\$18,824.60



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Cecilia Jones

cc: Kermas Eaton, City Clerk

Date: Tuesday, November 17, 2020

Re: Acknowledge Proof of Publications for the months of August, September and October 2020.
File Number: 2020-837
Minute Book #

Summary

Acknowledge Proof of Publications for the months of August, September and October 2020.

Recommendation Statement

Acknowledge acceptance of Proof of Publications for the months of August, September and October 2020.

Please place this on the November 17, 2020 City Council meeting for consideration.

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, repre-
senting The PineBelt NEWS, a weekly newspapers published in
Lamar County and Forrest County, Mississippi, who, being duly
sworn, says that the notice, a true copy of which is hereto an-
nexed, appeared in the issues of said newspapers as follows:

Total # of Words: 4x12 Published 2 times

Date 1st Published: Aug 27 Amt: 864.00

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 864.00

Proof of Publication Fee: _____

TOTAL: 864.00

(signed) Christina Price
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 3rd
day of September, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Katherine H. Bullock

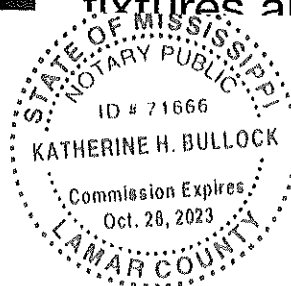
FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH - Proposed Budg 2021
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

NOTICE OF A PUBLIC HEARING PROPOSED BUDGET AND PRO LEVIES FOR FISCAL YEAR 2021 F OF HATTIESBURG, M

The City of Hattiesburg will hold
hearing on its proposed budget and
levies for Fiscal year 2021 on Tuesd
8, 2020, at 5:30 p.m. in the Council
City Hall, 200 Forrest Street, Hatties

The City of Hattiesburg, Hattiesb
Separate School District, and the Lil
Hattiesburg, Petal, and Forrest Cour
operating with a projected total bud
\$214,441,260. Twenty-one (21%) o
of such revenue is obtained through
taxes. For next fiscal year, the propo
has total projected revenue of \$204,
that amount, 22%, or \$45,932,252 is
be financed through a total ad valore
For the next fiscal year, the City of H
plans to increase your ad valorem ta
from the current 117.23 mills to 119.
means that you may pay more in ad
on your home, automobile tag, utiliti
fixtures and equipment and rental re



Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspaper published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 307 Published 1 times

Date 1st Published: Aug 27 Amt: 36.84

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 36.84

Proof of Publication Fee: 3.00

TOTAL: 39.84

(signed) George Wilson
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 27th
day of August, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: 8/21/20
- ☐ App: _____
- ☐ File Name: COH - Ordinance 3279
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

CITY OF HATTIESBURG

Notice of Adoption of Ordinance

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. 3279, duly adopted and approved by the City Council of the City of Hattiesburg on July 21, 2020. A complete copy of the Ordinance is available for public inspection during normal and regular business hours in the office of the City Clerk of the City of Hattiesburg, 200 Forrest Street, Hattiesburg, Mississippi, 39401.

The title of the Ordinance is:

CITY OF HATTIESBURG
ORDINANCE NO. 3279

AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE LAND DEVELOPMENT CODE ORDINANCE NO. 3209, AS AMENDED, OF THE CITY OF HATTIESBURG, MISSISSIPPI FOR CERTAIN PROPERTIES LOCATED AT 103 WISTERIA DRIVE (PARCEL 2-038L-21-080.00, PPIN 39333, WARD 5) FROM SECTION 4.5.6, R-2 (TWO FAMILY RESIDENTIAL) DISTRICT AND TO

SECTION 4.5.7, R-3 (MULTI-FAMILY RESIDENTIAL) DISTRICT.

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

A general summary of the subject matter of the Ordinance is contained in its title.

This notice constitutes compliance with Sections 13-3-31 and 21-17-19 of the Mississippi Code Annotated (1972) as amended.

The above and foregoing Ordinance, after having been first reduced to writing, was introduced by Councilmember Brown, seconded by Councilmember George and was adopted by the following roll call votes, to wit:

Yeas: George, Delgado, Carroll, Dryden and Brown

Absent: None

Nays: None

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the 21st day of July, 2020.

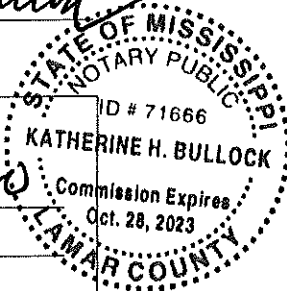
(SEAL:) ATTEST: /s/ Ronda S. Cole, Clerk of Council
ADOPT: /s/ Carter Carroll, President

The above and foregoing Ordinance, having been submitted and approved by the Mayor, this the 21st day of July, 2020.

ATTEST: /s/ Kermas Eaton, City Clerk

APPROVED: /s/ Toby Barker, Mayor

Published August 27, 2020



Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, repre-
senting The PineBelt NEWS, a weekly newspapers published in
Lamar County and Forrest County, Mississippi, who, being duly
sworn, says that the notice, a true copy of which is hereto an-
nexed, appeared in the issues of said newspapers as follows:

Total # of Words: 313 Published 1 times

Date 1st Published: Aug 27 Amt: 37.56

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 37.56

Proof of Publication Fee: 3.00

TOTAL: 40.56

(signed) [Signature]
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 27th
day of August, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) [Signature]
KATHERINE H. BULLOCK
NOTARY PUBLIC
ID # 71666
Commission Expires
Oct. 28, 2023
LAMAR COUNTY

FOR OFFICE USE ONLY:

- ☐ Em P: 8/21/2021
- ☐ App: _____
- ☐ File Name: COH - Ordinance 3278
- ☐ Invoice #: _____
- ☐ Inv. Cr/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

CITY OF HATTIESBURG

Notice of Adoption of Ordinance
Notice is hereby given of the title and
of a general summary of the subject mat-
ter contained in Ordinance No. 3278,
duly adopted and approved by the City
Council of the City of Hattiesburg on July
21, 2020. A complete copy of the Ord-
inance is available for public inspection
during normal and regular business
hours in the office of the City Clerk of the
City of Hattiesburg, 200 Forrest Street,
Hattiesburg, Mississippi, 39401.

The title of the Ordinance is:

CITY OF HATTIESBURG
ORDINANCE NO. 3278

AN ORDINANCE CLOSING AND VA-
CATING A PORTION OF THE UN-IM-
PROVED UNNAMED ALLEY WHICH IS
LOCATED NORTH OF EAST HARDY
STREET, SOUTH OF JERSEY
STREET, AND TO THE EAST OF OAK
STREET (WITHIN PARCEL 2-030L-11-
138.01, PPIN 20306, WARD 2) AND IS
BOUNDED BY EAST HARDY STREET
TO THE SOUTH, JERSEY STREET TO
THE SOUTH, AND OAK STREET TO
THE WEST THAT IS CURRENTLY
PLATTED AND EXISTING.

BE IT ORDAINED BY THE MAYOR
AND COUNCIL OF THE CITY OF HAT-
TIESBURG, MISSISSIPPI:

A general summary of the subject
matter of the Ordinance is contained in
its title.

This notice constitutes compliance
with Sections 13-3-31 and 21-17-19 of
the Mississippi Code Annotated (1972)
as amended.

The above and foregoing Ordinance,
after having been first reduced to writing,
was introduced by Councilmember
George, seconded by Councilmember
Brown and was adopted by the following
roll call votes, to wit:

Yeas: George, Delgado, Carroll, Dry-
den and Brown

Absent: None

Nays: None

WHEREUPON the President de-
clared the motion carried and the Ord-
inance adopted, this the 21st day of July,
2020.

(SEAL:) ATTEST: /s/ Ronda S.
Cole, Clerk of Council

ADOPT: /s/ Carter Carroll,
President

The above and foregoing Ord-
inance, having been submitted and ap-
proved by the Mayor, this the 21st day
of July, 2020.

ATTEST: /s/ Kemas Eaton,
City Clerk

APPROVED: /s/ Toby Barker,
Mayor
Published August 27, 2020

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 304 Published 1 times

Date 1st Published: Aug 27 Amt: 36.48

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 36.48

Proof of Publication Fee: 3.00

TOTAL: 39.48

(signed) Christina Prince
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 27th
day of August, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH - Ordinance 3277
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

CITY OF HATTIESBURG

Notice of Adoption of Ordinance
Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. 3277, duly adopted and approved by the City Council of the City of Hattiesburg on July 21, 2020. A complete copy of the Ordinance is available for public inspection during normal and regular business hours in the office of the City Clerk of the City of Hattiesburg, 200 Forrest Street, Hattiesburg, Mississippi, 39401.

The title of the Ordinance is:

CITY OF HATTIESBURG
ORDINANCE NO. 3277

AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE LAND DEVELOPMENT CODE ORDINANCE NO. 3209, AS AMENDED, OF THE CITY OF HATTIESBURG, MISSISSIPPI FOR CERTAIN PROPERTIES LOCATED AT 119 OAK ST. (PARCEL 2-030L-11-138.01, PPIN 20306, WARD 2) FROM SECTION 4.5.3, R-1A (SINGLE FAMILY RESIDENTIAL) TO SECTION 4.5.10, B-3 (COMMERCIAL BUSINESS).

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

A general summary of the subject matter of the Ordinance is contained in its title.

This notice constitutes compliance with Sections 13-3-31 and 21-17-19 of the Mississippi Code Annotated (1972) as amended.

The above and foregoing Ordinance, after having been first reduced to writing,

was introduced by Councilmember George, seconded by Councilmember Delgado and was adopted by the following roll call votes, to wit:

Yeas: George, Delgado, Carroll, Dryden and Brown

Absent: None

Nays: None

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the 21st day of July, 2020.

(SEAL:) ATTEST: /s/ Ronda S. Cole, Clerk of Council

ADOPT: /s/ Carter Carroll, President

The above and foregoing Ordinance, having been submitted and approved by the Mayor, this the 21st day of July, 2020.

ATTEST: /s/ Kerimas Eaton, City Clerk

APPROVED: /s/ Toby Barker, Mayor

Published August 27, 2020



Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, repre-
senting The PineBelt NEWS, a weekly newspapers published in
Lamar County and Forrest County, Mississippi, who, being duly
sworn, says that the notice, a true copy of which is hereto an-
nexed, appeared in the issues of said newspapers as follows:

Total # of Words: 286 Published 1 times

Date 1st Published: Aug 27 Amt: 34.32

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 34.32

Proof of Publication Fee: 3.00

TOTAL: 37.32

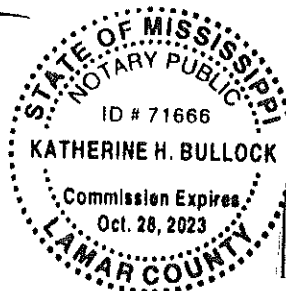
(signed) James Wilson
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 27th
day of August, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: 8/21/20
☐ App: _____
☐ File Name: COH - Ordinance 3276
☐ Invoice #: _____
☐ Inv. Crt/Mld: _____
☐ Pymt Rec.d: _____
☐ POP sent: _____



CITY OF HATTIESBURG

Notice of Adoption of Ordinance
Notice is hereby given of the title and
of a general summary of the subject mat-
ter contained in Ordinance No. 3276,
duly adopted and approved by the City
Council of the City of Hattiesburg on July
21, 2020. A complete copy of the Ord-
inance is available for public inspection
during normal and regular business
hours in the office of the City Clerk of the
City of Hattiesburg, 200 Forrest Street,
Hattiesburg, Mississippi, 39401.
The title of the Ordinance is:

CITY OF HATTIESBURG ORDINANCE NO. 3276

AN ORDINANCE REQUESTING
THE MISSISSIPPI LEGISLATURE TO
AMEND SECTION 99-19-301 (1) OF
THE MISSISSIPPI CODE TO INCLUDE
SEXUAL ORIENTATION, GENDER
IDENTITY AND DISABILITY AMONG
THE CATEGORIES FOR WHICH
PENALTIES MAY BE ENHANCED AND
FOR RELATED PURPOSES

BE IT ORDAINED BY THE MAYOR
AND COUNCIL OF THE CITY OF HAT-
TIESBURG, MISSISSIPPI:

A general summary of the subject
matter of the Ordinance is contained in
its title.

This notice constitutes compliance
with Sections 13-3-31 and 21-17-19 of
the Mississippi Code Annotated (1972)
as amended.

The above and foregoing Ordinance,
after having been first reduced to writing,
was introduced by Councilmember
George, seconded by Council Vice Pres-
ident Dryden and was adopted by the fol-
lowing roll call votes, to wit:

Yeas: George, Delgado, Carroll, Dry-
den and Brown

Nays: None

WHEREUPON the President de-
clared the motion carried and the Ord-
inance adopted, this the 21st day of July,
2020.

(SEAL:) ATTEST: /s/ Ronda S.
Cole, Clerk of Council
ADOPT: /s/ Carter Carroll,
President

The above and foregoing Ord-
inance, having been submitted and ap-
proved by the Mayor, this the 21st day
of July, 2020.

ATTEST: /s/ Kermas Eaton,
City Clerk

APPROVED: /s/ Toby Barker,
Mayor
Published August 27, 2020

Hattiesburg Publishing, Inc.

103 N. 40th Ave • Hattiesburg, MS 39401
(601) 268-2337 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 192 Published 1 times

Date 1st Published: Aug 13 Amt: 23.04

Date 2nd Published: Aug 27 Amt: 19.20

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 42.24

Proof of Publication Fee: 3.00

TOTAL: 45.24

(signed) *Joshua Wilson*
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 27th
day of August, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) *Katherine H. Bullock*

REQUEST FOR PROPOSALS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive proposals in the following manner:

Proposals will be accepted until 10:00a.m. On Thursday, August 27, 2020, in sealed envelopes at the Office of the City Clerk, 200 Forrest Street, Hattiesburg, MS 39401 all RFP packages must comply with the specifications provided. The City of Hattiesburg reserves the right to amend the specifications, as necessary.

COVID-19 DISASTER RECOVERY CONSULTING SERVICES

The above proposals shall be reviewed and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

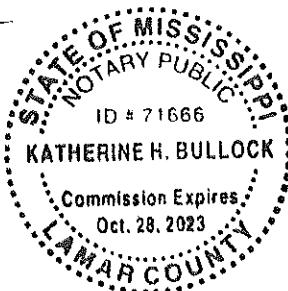
The lowest and or best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law, but the Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 4th day of August, 2020.

CITY OF HATTIESBURG,
MISSISSIPPI
BY: Kemas Eaton/s/ CITY CLERK
Published August 13, 27, 2020

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH - COVID19
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 333 Published 1 times

Date 1st Published: Aug 20 Amt: 39.96

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 39.96

Proof of Publication Fee: 3.00

TOTAL: 42.46

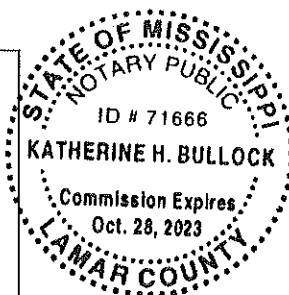
(signed) Christina Purice
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 20th
day of August, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi;

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: 8/14/20
☐ App: _____
☐ File Name: COH - S. 17th AVE
☐ Invoice #: _____
☐ Inv. Crt/Mld: _____
☐ Pymt Rec.d: _____
☐ POP sent: _____



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

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

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Tuesday, September 8, 2020 in the Jackie Dole Sherrill Community Center, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the afore-said statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit: 301 South 17th Avenue PARCEL: 2-028P-08-107.00 Hattiesburg, MS, and better described as: Lot one (1) and the North Half (N 1/2) of Lot Two (2), Block One (1) of the Hattiesburg Heights Third Survey in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements lying thereon and appurtenances thereunto belonging.

Published August 20, 2020

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 312 Published 1 times

Date 1st Published: Aug 20 Amt: 37.44

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 37.44

Proof of Publication Fee: 3.00

TOTAL: 40.44

(signed) Christina Purice
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 20th
day of August, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Katherine H. Bullock

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

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

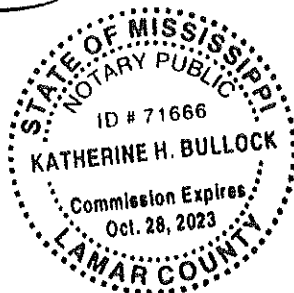
PLEASE TAKE NOTICE PURSUANT
TO §21-19-11 of the Mississippi Code of
1972, as annotated and amended, the
City Council of the City of Hattiesburg will
hold a public hearing at 4:00 p.m. on
Tuesday, September 8, 2020 in the
Jackie Dole Sherrill Community Center,
Hattiesburg, MS to determine whether or
not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

then adjudicate the costs plus penalty of
cleaning said property and the costs may
become assessment against the prop-
erty, which shall be a lien against said
property all as provided by statute, to wit:
406 S 11th Avenue PARCEL: 2-
029M-09-048.00 Hattiesburg, MS, and
better described as: Lots ten (10) and
eleven (11) block twenty-six (26) of Hat-
tiesburg Heights Proper Survey in the
City of Hattiesburg, County of Forrest,
State of Mississippi, as per the map or
plat thereof on file in the Office of the
Chancery Clerk of Forrest County, Mis-
sissippi, together with all improvements
thereon and appurtenances thereunto
belonging.

Published August 20, 2020

FOR OFFICE USE ONLY:

- ☐ Em P: 8/14/20
☐ App: _____
☐ File Name: COH - 11th Avenue
☐ Invoice #: _____
☐ Inv. Crt/Mld: _____
☐ Pymt Rec.d: _____
☐ POP sent: _____



Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 412 Published 1 times

Date 1st Published: Aug 20 Amt: 49.44

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 49.44

Proof of Publication Fee: 3.00

TOTAL: 52.44

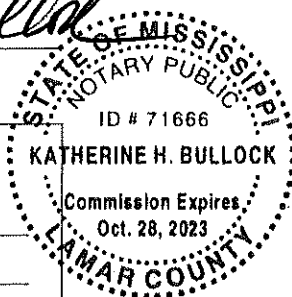
(signed) Christina Price
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 20th
day of August, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: 8/14/20
☐ App: _____
☐ File Name: COH - 100 W. 4th St
☐ Invoice #: _____
☐ Inv. Crt/Mld: _____
☐ Pymt Rec.d: _____
☐ POP sent: _____



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

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

PLEASE TAKE NOTICE PURSUANT
TO §21-19-11 of the Mississippi Code of
1972, as annotated and amended, the
City Council of the City of Hattiesburg will
hold a public hearing at 4:30 p.m. on
Tuesday, September 8, 2020 in the
Jackie Dole Sherrill Community Center,
Hattiesburg, MS to determine whether or
not the hereinafter-described property is
in such a state of uncleanness to be a
menace to the public health and safety
of the community. You have a right to file
an answer and to appear at said hearing
in person or otherwise and to offer your
defense, if any. If, at such hearing, the
City Council shall adjudicate the property
in its then condition to be a menace to
the health and safety of the community,
the City of Hattiesburg shall, if the owner
will not do so himself, proceed to have
the land cleared pursuant to the afore-
said statute. The City of Hattiesburg may
then adjudicate the costs plus penalty of
cleaning said property and the costs may
become assessment against the prop-
erty, which shall be a lien against said
property as provided by statute, to wit:
100 W. 4th Street PARCEL: 2-029J-
10-090.00 Hattiesburg, MS, and better
described as: A portion of lot 10, Block
167, of O. H. Crittenden Survey, of City
of Hattiesburg, Mississippi, described as
follows: Commencing at the N.E. Corner
of the above said lot 10, being at the in-
tersection of West Fourth and Main
streets, and running westerly along south
boundary of West Fourth street, a dis-
tance of 182.58 feet, thence south 140
feet, thence east 73 feet, thence north to
a point 3 feet south and several feet west
of S.W. corner of brick masonry building,
thence east to the west boundary of
north Main street, thence north west
along west boundary of North Main
street to the intersection of West Fourth
street and North Main street, the poing
of beginning being the N.E. corner of lot
10. It is the intention of this description
to include the entire brick masonry build-
ing and a strip of land 3 feet wide along
south side of south wall of brick ma-
sonry building.

Published August 20, 2020

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 299 Published 1 times

Date 1st Published: Aug 20 Amt: 35.88

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 35.88

Proof of Publication Fee: 3.00

TOTAL: 38.88

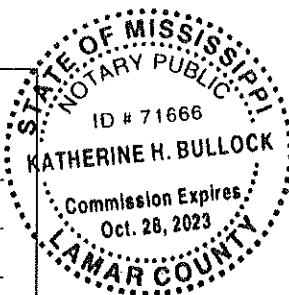
(signed) Christina Purice
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 20th
day of August, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Katherine H Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: 8/14/20
☐ App: _____
☐ File Name: COH - Atlanta St
☐ Invoice #: _____
☐ Inv. Crt/Mld: _____
☐ Pymt Rec.d: _____
☐ POP sent: _____



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

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

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

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

Published August 20, 2020

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 329 Published 1 times

Date 1st Published: Aug 20 Amt: 39.48

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 39.48

Proof of Publication Fee: 3.00

TOTAL: 42.48

(signed) Christina Purice
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 20th
day of August, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi.

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: 8/14/20
- ☐ App: _____
- ☐ File Name: COH - W. 4th Street
- ☐ Invoice #: _____
- ☐ Inv. Cr/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

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

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

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Tuesday, September 8, 2020 in the Jackie Dole Sherrill Community Center, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit: 535 W. 4th Street PARCEL: 2-029F-04-192.00 Hattiesburg, MS, and better described as: PT 3 BEG 30 FT N & 3123.45 FT E OF SW COR SE 1/4 SEC 4T RG 4 R 13 W N 281 FT E 97.5 FT S 272.5 FT TP 4TH ST W 100 FT TP BEG BLK 171 CRITTENDEN SURVEY B 561 P 11 10-85 PREV#H0144-02-013 STR 04-04N-13W

Published August 20, 2020

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 314 Published 1 times

Date 1st Published: Aug 20 Amt: 37.68

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 37.68

Proof of Publication Fee: 3.00

TOTAL: 40.68

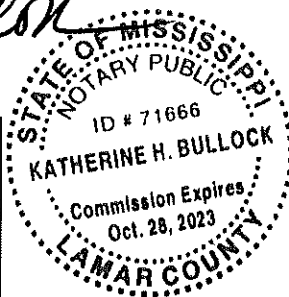
(signed) Christina Purice
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 20th
day of August, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: 8/14/20
- ☐ App: _____
- ☐ File Name: COH - Whitney St
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



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

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

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

become assessment against the
property, which shall be a lien against
said property all as provided by statute,
to wit:

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

Published August 20, 2020

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 821 Published 1 times

Date 1st Published: Aug 20 Amt: 98.52

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee:	98.52
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Proof of Publication Fee:	3.00
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TOTAL: 101.52

(signed) Christina Puccio
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 20th
day of August, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi.

and for the County of Forrest, State of Mississippi:
(signed) Katherine H. Bullard

FOR OFFICE USE ONLY:

☐ Em P: 8/14/20

☐ App: _____

☐ File Name: COH - N 19th Ave

☐ Invoice #:☐ Inv. Crt/Mld:☐ Pymt Rec.d: _____☐ POP sent: _____

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

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

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Tuesday, September 8, 2020 in the Jackie Dole Sherrill Community Center, Hattiesburg, MS to determine whether or not the hereinafter-described property is in the community. You have a right to file notice to the public health and safety such a state of uncleanness to be a (the hereinafter-described property) in Hattiesburg, MS to determine whether or Jackie Dole Sherrill Community Center, Tuesday, September 8, 2020 in the id a public hearing at 4:00 p.m. on City Council of the City of Hattiesburg will 72, as annotated and amended, the) PLEASE TAKE NOTICE PURSUANT

OFFICE OF HEARING BEFORE THE
CITY COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI TO
ONDEMN DILAPIDATED BUILDING
(S) AND/OR TO CLEAR
ALL CODE VIOLATIONS
To: Jessie Ree Bouness, 814 Atlanta
Park, Hattiesburg, MS 39401, Noduge
P. Greenaway Investment, Merritt,
Jim Waller Homes, Inc.; and all un-
known persons claiming any right, title or
interest in or to the hereinafter described
property.

Published August 20, 2020

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2381 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 351 Published 1 times

Date 1st Published: Aug 13 Amt: 42.12

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 42.12

Proof of Publication Fee: 3.00

TOTAL: 45.12

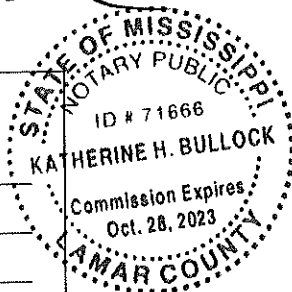
(signed) Christina Price
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 13th
day of August, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH - Public Hearing
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Joel Ingram, Applicant, as required in the Land Development Code, Ord. No. 3209, to close and vacate a portion of an alley, which located south of East Pine Street, north of East Front Street, and to the west of Evans Street (Parcel 2-0291-10-073.00, PPIN 15577, Parcel 2-0291-10-069.00, PPIN 15578, Parcel 2-0291-10-068.00, PPIN 15580, and Parcel 2-0291-10-067.00, PPIN 15581, Ward 2). Said property being more particularly described as follows, to-wit:

The 20 foot wide platted alley in Block 1 of the Hardy and Scott Subdivision, in the NW 1/4 of the NE 1/4 of Section 10, T-4-N, R-13-W, Forrest County, MS, more particularly described as follows: Begin at the Southeastern corner of Lot 9 of Block 1 of the Hardy and Scott Subdivision being the intersection of the Western right-of-way of Evans Street with the Northern right-of-way of said Alley, thence run Southwesterly along the Northern right-of-way of said Alley for 211 feet, more or less, to the South line of the NW 1/4 of the NE 1/4 of said Section 10, thence run East along said South line for 28.28 feet, more or less, to the Southern right-of-way of said 20 foot wide platted Alley, thence run Northeastly along said Southern right-of-way for 189 feet, more or less, to the Western right-of-way of Evans Street, thence run Northwestly along said Western right-of-way for 20 feet back to the Point-of-Beginning. The above herein described platted Alley contains 4000 sq. ft. or 0.09 acres, more or less.

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, September 2, 2020 in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 6th day of August 2020.

CITY OF HATTIESBURG, MISSISSIPPI
BY: Kermas Eaton /s/

CITY CLERK
City of Hattiesburg
Published August 13, 2020

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2831 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 285 Published 3 times

Date 1st Published: Aug 06 Amt: 34.20

Date 2nd Published: Aug 13 Amt: 28.50

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 62.70

Proof of Publication Fee: 3.00

TOTAL: 65.70

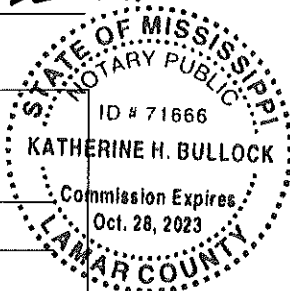
(signed) Christina Pierce
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 13th
day of August, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH, JARC
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed proposals/bids until 10:00 a.m., Thursday, September 3, 2020 in the City Clerk's Office in the City Hall of said City furnishing the City's requirements of the following items for Hub City Transit, to-wit:

Job Access Reverse Commute (JARC) Transportation Services

The above shall propose/bid upon and deliver as per detailed specifications on file in the Office of the City Clerk, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552 which may be obtained upon request and on line at www.hattiesburgms.com/mpo.

Each PROPOSAL/BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word "PROPOSAL/BID" and the NAME OF THE ITEM, which is "JARC Transportation Services" and the DATE OF BID OPENING.

The best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this the 4th day of August, 2020.

CITY OF HATTIESBURG,
MISSISSIPPI
CITY CLERK
(SEAL)
Published August 6, 13, 2020

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2981 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 298 Published 2 times

Date 1st Published: Aug 06 Amt: 35.76

Date 2nd Published: Aug 13 Amt: 29.80

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 65.56

Proof of Publication Fee: 3.00

TOTAL: 68.56

(signed) Christina Prince
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 13th
day of August, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi;

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH, 20 yd loader
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive bids in the following manner:

Proposals will be accepted until 10:00a.m. On Thursday, August 27, 2020, by electronic bid submission or in sealed envelopes at the Office of the City Clerk, 200 Forrest Street, Hattiesburg, MS 39401. Vendors must supply prices with their proposal. The bid form should be filled out and uploaded by the date and time stated above.

Specifications and procedures can be downloaded from Central Bidding at www.centralbidding.com. All bids must comply with the specifications provided. The City of Hattiesburg reserves the right to amend the specifications, as necessary. Submissions will be evaluated and vendors submitting acceptable offers will be invited to submit priced bids via reverse auction. Electronic bids and/or reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic process, please call Central Bidding at (225)810-4814. Qualified bidders will be invited to participate in a reverse auction, which will take place on September 3, 2020, at 10:30a.m.

ONE (1) 20 YARD REAR LOADING REFUSE COLLECTION TRUCK.

The above shall bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council
on this, the 4th day of August, 2020.
CITY OF HATTIESBURG, MISSISSIPPI
/s/ Kemas Eaton
CITY CLERK
Published August 6, 13, 2020

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 154 Published 3 times

Date 1st Published: Aug 06 Amt: 18.48

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 18.48

Proof of Publication Fee: 3.00

TOTAL: 21.48

(signed) Christina Price
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 6th
day of August, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Katherine H. Bullock

NOTICE OF FINAL SETTLEMENT

NOTICE is hereby given that the contract between the City of Hattiesburg, Mississippi, as Owner and Wildstone Construction Services, LLC dated January 14, 2020, for the Hattiesburg Bus Stops project, as per approved plans and specification on file in the City Clerk's Office, has been fully and completely performed and exercised, and that final settlement thereof and thereunder will be made.

THIS NOTICE is given pursuant to and under the terms and provisions of Section 31-5-53, Mississippi Code of 1972, annotated as amended and pursuant to the authority conferred by Order of the Mayor and City Council of Hattiesburg, Mississippi, appearing for record upon and as part of the official minutes of

said City of Hattiesburg.

WITNESS my signature and the official seal of said City, on this the 4th day of August, 2020, A.D.

CITY OF HATTIESBURG,
MISSISSIPPI
BY: CITY CLERK
(SEAL)
Published August 6, 2020

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH, Wildstone
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 311 Published 4 times

Date 1st Published: Jul 16 Amt: 37.32

Date 2nd Published: Jul 23 Amt: 31.10

Date 3rd Published: Jul 30 Amt: 31.10

Date 4th Published: Aug 6 Amt: 31.10

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 130.62

Proof of Publication Fee: 3.00

TOTAL: 133.62

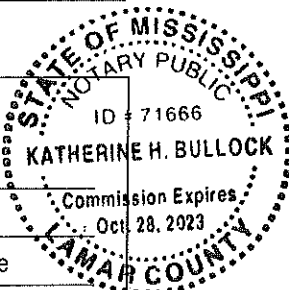
(signed) Christina Purice
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 30th
day of July, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH, Electric Franchise
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



NOTICE OF SPECIAL ELECTION OF ELECTRIC FRANCHISE MUNICIPALITY OF HATTIESBURG, MISSISSIPPI

Notice is hereby given to the qualified electors of the Municipality of Hattiesburg, Mississippi, that a special election shall be held in the Municipality of Hattiesburg, on the 25th day of August, 2020, on the following proposition:

PROPOSITION

Do you approve or disapprove the action of the City Council of the Municipality of Hattiesburg, Mississippi, in adopting an ordinance entitled, "AN ORDINANCE GRANTING A NON-EXCLUSIVE ELECTRIC FRANCHISE TO MISSISSIPPI POWER COMPANY, ITS SUCCESSORS, AND ASSIGNS, IN THE MUNICIPALITY OF HATTIESBURG, MISSISSIPPI," whereby an electric franchise was granted to Mississippi Power Company, its successors, and assigns, as per the terms of said ordinance which was adopted by the City Council on the 7th day of July, 2020.

Said election will be held at the Jackie Dole Sherrill community Center located at 220 W Front Street, Hattiesburg, MS 39401 of the Municipality of Hattiesburg.

Said polling place will be open from the hour of seven o'clock a.m. until the hour of seven o'clock p.m. on said day. All qualified electors may vote at said election.

Said special election will be held pursuant to a Resolution of the City Council, adopted on the 7th day of July, 2020, calling a special election for the approval or disapproval of a majority of the qualified electors of the Municipality of Hattiesburg, Mississippi, of the action of the City Council in adopting an ordinance entitled, "AN ORDINANCE GRANTING A NON-EXCLUSIVE ELECTRIC FRANCHISE TO MISSISSIPPI POWER COMPANY, ITS SUCCESSORS, AND ASSIGNS, IN THE MUNICIPALITY OF HATTIESBURG, MISSISSIPPI."

A copy of said ordinance and proceedings whereby same was adopted is attached hereto as part of this notice.

Done by order of the City Council, this the 7th day of July, 2020.

Is/Kennas Eaton
City Clerk, Municipality of
Hattiesburg, Mississippi
Published July 16, 23, 30,
Aug 6, 2020

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, repre-
senting The PineBelt NEWS, a weekly newspapers published in
Lamar County and Forrest County, Mississippi, who, being duly
sworn, says that the notice, a true copy of which is hereto an-
nexed, appeared in the issues of said newspapers as follows:

Total # of Words: 4x12 Published 2 times

Date 1st Published: Sept 3 Amt: 864.00

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 864.00

Proof of Publication Fee: 3.00

TOTAL: 867.00

(signed)

The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 3rd
day of September, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed)

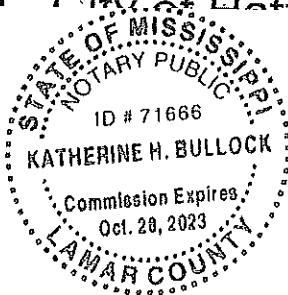
FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH - Proposed Budg 2021
- ☐ Invoice #: _____
- ☐ Inv. Cr/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

NOTICE OF A PUBLIC HEARING PROPOSED BUDGET AND PROPO LEVIES FOR FISCAL YEAR 2021 FOR OF HATTIESBURG, MS

The City of Hattiesburg will hold a p
hearing on its proposed budget and pr
levies for Fiscal year 2021 on Tuesday,
8, 2020, at 5:30 p.m. in the Council Ch
City Hall, 200 Forrest Street, Hattiesbu

The City of Hattiesburg, Hattiesburg
Separate School District, and the Libra
Hattiesburg, Petal, and Forrest County
operating with a projected total budget
\$214,441,260. Twenty-one (21%) or \$4
of such revenue is obtained through ad
taxes. For next fiscal year, the propose
has total projected revenue of \$204,186
that amount, 22%, or \$45,932,252 is pr
be financed through a total ad valorem
For the next fiscal year, the City of Hatt
plans to increase your ad valorem tax n
from the current 117.23 mills to 119.21
means that you may pay more in ad val
on your home, automobile tag, utilities,
fixtures and equipment and rental real p
A millage rate of 53.13 will produce the
amount of revenue from ad valorem tax
City of Hattiesburg, Mississippi



Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 582 Published 1 times

Date 1st Published: Sept 03 Amt: 69.84

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 69.84

Proof of Publication Fee: 3.00

TOTAL: 72.84

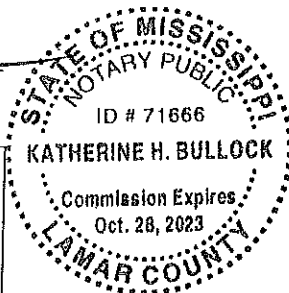
(signed) Christina Price
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 3rd
day of September, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi.

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: 8/27/20
- ☐ App: _____
- ☐ File Name: COH - NOIRROF
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS

August 24, 2020
City of Hattiesburg, Department of
Urban Development
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898
(601) 554-1006

On or about September 25, 2020 following the comment period, the City of Hattiesburg, Department of Urban Development, will submit a request to the U.S. Department of Housing and Urban Development Mississippi State Office for the release of Community Development Block Grant funds under Title I of the Housing and Community Development Act of 1974 as amended and the HOME Investment Partnership Programs Funds Under Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended to undertake the following projects known as:

HOUSING REHABILITATION

Major Rehabilitation and Lead Abatement - 515 Columbia Street - \$50,000.00

Major Rehabilitation and Lead Abatement - 104 Saucier Drive - \$50,000.00

Major Rehabilitation and Lead Abatement - 210 Barry Street - \$50,000.00

Major Rehabilitation and Lead Abatement - 1413 Arledge Street - \$50,000.00

The activities proposed are categorically excluded under HUD regulations at 24 CFR Part 58 from National Environmental Policy Act requirements. An Environmental Review Record (ERR) that documents the environmental determinations for these projects is on file at the City of Hattiesburg, Department of Urban Development, 200 Forrest Street, Hattiesburg, MS 39401. The office hours are 8:00 A.M. to 5:00 P.M.

PUBLIC COMMENTS

Any individual, group, or agency may submit written comments on the ERR to the City of Hattiesburg, Department of Urban Development, Attention: Andrew Ellard, P.O. Box 1898 Hattiesburg, Mississippi 39403-1898. All comments received by 5:00 P.M., on October 1, 2019, will be considered by the City of Hattiesburg, Department of Urban Development, prior to authorizing submission of a request for release of funds.

ENVIRONMENTAL CERTIFICATIONS

The City of Hattiesburg, Department of Urban Development, certifies to HUD/Mississippi State Office that Toby Barker, in his capacity as Mayor of the City of Hattiesburg, consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied. HUD/Mississippi State Office approval of the certification satisfies its responsibilities under NEPA and related laws and authorities, and allows the City of Hattiesburg to use Program funds.

OBJECTIONS TO RELEASE OF FUNDS

HUD/Mississippi State office will accept objections to its release of funds and the Responsible Entity's certification for a period of fifteen days following the anticipated submission date or its actual re-

Hattiesburg Publishing, Inc.

103 N. 10th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspaper published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 432 Published 3 times

Date 1st Published: Sept 03 Amt: 51.84

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 51.84

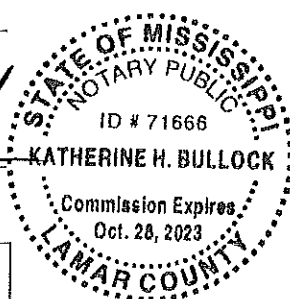
Proof of Publication Fee: 3.00

TOTAL: 54.84

(signed) Christina Purice
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 3rd
day of September, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Katherine H. Bullock



FOR OFFICE USE ONLY:

- ☐ Em P: 8/27/20
- ☐ App: _____
- ☐ File Name: COH - HMGP 2019 Pub Notice
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

NOTICE OF PUBLIC COMMENT PERIOD FOR THE 2019 HAZARD MITIGATION GRANT FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY

On April 23, 2019, a major disaster declaration was issued by President Trump following severe storms, tornadoes, straight-line winds, and flooding that occurred between February 22, 2019 and August 23, 2019. Hazard Mitigation Grant Program (HMGP) funds were made available to provide resources to assist states, tribal governments, territories and local communities in their efforts to reduce or eliminate the risk of repetitive flood damage to buildings and structures insurable under the National Flood Insurance Program (NFIP) as authorized by the National Flood Insurance Act of 1968, as amended. This funding is implemented under the authority of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121-5207.

The City of Hattiesburg proposes to purchase and demolish (3) flood prone single-family residential dwellings in the City of Hattiesburg, Forrest County, Mississippi. Upon successful offer, acceptance and sale, the City of Hattiesburg will inspect, abate any hazardous conditions, and then demolish the structure within 90 days of purchase. The site will then be restored and deed restricted as open space

consistent with 44 CFR Part 80 in perpetuity, in order to restore and/or conserve the natural floodplain functions. The City of Hattiesburg will take ownership and be responsible for post-project site maintenance and inspections. This project conforms to applicable state and local floodplain protection standards.

Project Alternatives:

Alternative #1 (no action alternative): Considering the history of these properties, the structures will continue to flood during each heavy rainfall event as long as the structures remain on the properties if no mitigation efforts are done.

Alternative #2: Structural elevation was considered. This alternative would be cost-prohibitive and an elevated structure would still have residual risk exposure.

Acquiring and demolishing the structure is the only permanent solution to mitigate the risk of flooding. The properties selected for this mitigation effort are detailed below:

3422 West Adeline Street, Hattiesburg, MS 39402. Latitude: 31.317183, Longitude: -89.3433465

718A Grace Avenue, Hattiesburg, MS 39401. Latitude: 31.3364693, Longitude: -89.3264732

2807 Hillside Drive, Hattiesburg, MS 39401. Latitude: 31.3389652, Longitude: -89.3320993

Further information, including a map showing locations of the properties, can be obtained by contacting Jennifer Shows at (601) 545-4544 or jshows@hattiesburgms.com.

PUBLIC COMMENTS

Any individual, group, or agency wishing to comment on the proposed project may submit written comments to FEMA Regional Environmental Officer, 3003 Chamblee Tucker Road, Atlanta, GA 30341. All comments received by September 25, 2020 will be considered by the FEMA REO.

CITY OF HATTIESBURG,
MISSISSIPPI
BY: CITY CLERK
(SEAL)

Toby Barker, Mayor

Published September 3, 2020

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-4331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 557 Published 1 times

Date 1st Published: Sept 03 Amt: 66.84

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 66.84

Proof of Publication Fee: 3.00

TOTAL: 69.84

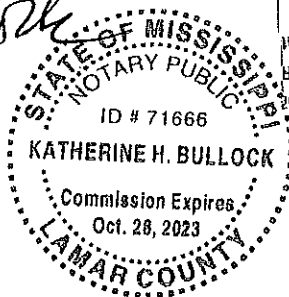
(signed) Christina Price
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 3rd
day of September, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH - Resolution 2020-225
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



CITY OF HATTIESBURG

Notice of Adoption of Resolution

Notice is hereby given of the title and of a general summary of the subject matter contained in Resolution No. 2020-225, duly adopted and approved by the City Council of the City of Hattiesburg on August 18, 2020. A complete copy of the Resolution is available for public inspection during normal and regular business hours in the office of the City Clerk of the City of Hattiesburg, 200 Forrest Street, Hattiesburg, Mississippi, 39401. Section 1. That the following budget amendments are hereby authorized to be made in the City's General Fund General Fund Public Services Other Services & Charges Unappropriated Fund Balance: Original Balance: \$4,993,195; Cumulative Amendments: \$762,510; Amended Budget: \$5,755,705; Adjust budget for paying projects. Section 2. That the following budget amendments are hereby authorized to be made in the City's Bond & Interest Fund Transfers Other Services & Charges Unappropriated Fund Balance: Original Balance: \$0; Cumulative Amendments: \$15,439; Amended Budget: \$15,439; Transfer residual funds set aside for bond issuance costs to construction fund. Section 3. That the following budget amendments are hereby authorized to be made in the City's Police Employees Fund Capital Outlay Unappropriated Fund Balance: Original Balance: \$0; Cumulative Amendments: \$15,439; Amended Budget: \$15,439; Transfer residual funds set aside for bond issuance costs to construction fund. Section 3. That the following budget amendments are hereby authorized to be made in the City's Police Employees Fund Capital Outlay Unappropriated Fund Balance: Original Balance: \$0; Cumulative Amendments: \$15,439; Amended Budget: \$15,439; Transfer residual funds set aside for bond issuance costs to construction fund.

George, seconded by Council Member Brown and was adopted by the following roll call votes, to-wit: Yeas: George, Delgado, Carroll, Dryden, Brown

Absent: None

Nays: None

WHEREUPON the President declared the motion carried and the Resolution adopted, this the 18th day of August, 2020.

(SEAL) ATTEST: /s/ Ronda S. Cole,
Clerk of Council

ADOPT: /s/ Carter Carroll, President

The above and foregoing Resolution, having been submitted and approved by the Mayor, this the 18th day of August, 2020.

ATTEST: /s/ Kermas Eaton, City Clerk

APPROVED: /s/ Toby Barker, Mayor

Published September 3, 2020

ADD ALTERNATE #1 (DETOUR)
geotextile Under Riprap, 1YD

Hattiesburg Publishing, Inc.

103 N. 40th Ave. Hattiesburg, MS 39401
(601) 268-2331 • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 318 Published 1 times

Date 1st Published: Sept 10 Amt: 38.16

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 38.16

Proof of Publication Fee: 3.00

TOTAL: 41.16

(signed) Christina Pierce
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 24th
day of September, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Katherine H. Bullock
STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 71666
KATHERINE H. BULLOCK
Commission Expires
Oct. 28, 2023
LAMAR COUNTY

FOR OFFICE USE ONLY:

- 9/3/20
- ☐ Em P: _____
 - ☐ App: _____
 - ☐ File Name: COH - 2020 Byrne Notice
 - ☐ Invoice #: _____
 - ☐ Inv. Cr/Mld: _____
 - ☐ Pymt Rec.d: _____
 - ☐ POP sent: _____

NOTICE OF PUBLIC COMMENT PERIOD FOR THE 2020 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FROM THE U.S. DEPARTMENT OF JUSTICE

The City of Hattiesburg, Mississippi and Forrest County, Mississippi anticipate receiving Edward Byrne Memorial Justice Assistance Grant Program funds from the U.S. Department of Justice (USDJ) for Program Period October 1, 2019 – September 30, 2021. The total anticipated funding is \$18,866.00. This grant program furthers the USDJ's mission by assisting state, local, and tribal law enforcement efforts to prevent or reduce crime and violence. The City of Hattiesburg and Forrest County anticipate receiving an Edward Byrne Memorial Justice Assistance Grant of \$18,866.00, which will be shared by the two entities. The City and Forrest County propose to budget their funds for the purchase of equipment to enhance their capabilities. The City of Hattiesburg will use 60% of the award (\$11,320) and Forrest County will use 40% of the award (\$7,546). The

balance of purchases not covered by grant funds will come from the City's and County's general funds. The City of Hattiesburg will accept comments on the grant application. Application documents are available for review and comments from the public from September 10, 2020 through October 11, 2020 on the internet at <http://www.hattiesburgms.com/public-notices/>. Individuals who do not have use of a computer are encouraged to visit their local public library for access to the World Wide Web. The documents are also available for review during normal business hours at City Hall, Council Clerk's Office, 200 Forrest Street, Hattiesburg, MS 39401. If special accommodations are needed, please call (601) 545-4544. Written comments about the application should be directed to:

City of Hattiesburg Urban Development Attn: Jennifer Shows
P.O. Box 1898
Hattiesburg, MS 39403-1898

The City will consider any comments or views of citizens, agencies or units of local government received in writing by October 11, 2020.

CITY OF HATTIESBURG,
MISSISSIPPI
BY:
CITY CLERK
(SEAL)
Toby Barker, Mayor
Published September 10, 2020

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 336 Published 3 times

Date 1st Published: Sept 10 Amt: 40.32

Date 2nd Published: Sept 17 Amt: 33.60

Date 3rd Published: Sept 24 Amt: 33.60

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 107.52

Proof of Publication Fee: 3.00

TOTAL: 110.52

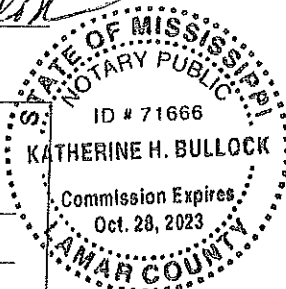
(signed) Christina Purice
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 24th
day of September, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi;

(signed) Katherine H Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: 9/13/20
- ☐ App: _____
- ☐ File Name: COH - Notice to Bidder
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive bids in the following manner: Proposals will be accepted until 10:00a.m. On Thursday, October 1, 2020, by electronic bid submission or in sealed envelopes at the Office of the City Clerk, 200 Forrest Street, Hattiesburg, MS 39401. Vendors must supply prices with their proposal. The bid form should be filled out and uploaded by the date and time stated above.

Specifications and procedures can be downloaded from Central Bidding at www.centralbidding.com. All bids must comply with the specifications provided. The City of Hattiesburg reserves the right to amend the specifications, as necessary. Submissions will be evaluated and vendors submitting acceptable offers will be invited to submit priced bids via reverse auction. Electronic bids and/or reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic process, please call Central Bidding at (225)810-4814. Qualified bidders will be invited to participate in a reverse auction, which will take place on October 8, 2020, at 10:30a.m. ONE (1) OR NEW OR USED SINGLE AXLE DUMP TRUCK(S). The above shall bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word "BID" and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING. The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities. PUBLISHED by Order of the Council on this, the 8th day of September, 2020.

CITY OF HATTIESBURG,
MISSISSIPPI
BY: s/Kemas Eaton
CITY CLERK

Published September 10, 17, 24, 2020

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2865 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 327 Published 1 times

Date 1st Published: Sept 17 Amt: 39.24

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 39.24

Proof of Publication Fee: 3.00

TOTAL: 42.24

signed) [Signature]
The PineBelt NEWS

worn to and subscribed before me in my Presence, this 17th
day of September, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

signed) Katherine H. Bullock



FOR OFFICE USE ONLY:

- ☐ Em P: 9/10/20
- ☐ App: _____
- ☐ File Name: COH - Public Notice Oct
- ☐ Invoice #: _____
- ☐ Inv. Cr/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

PUBLIC HEARING

NOTICE is hereby given that a petition 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 a the eastern portion of a certain property located at 8 Dixie Pine Road (Parcel 2-0381-22-092.00, PPIN 10493,

Ward 5). Said properties being more particularly described as follows, to-wit: A parcel of land in the East half of the NE1/4 of Section 20, Township 4 North, Range 13 West, Forrest County, Mississippi, more particularly described as follows, to-wit: Beginning at the point of intersection of the Easterly right of way line of right of way of the New Orleans and Northeastern Railroad Company and the Westerly line of the asphalt or black top paved public road and run thence North 22 East and along the Easterly right of way line of said railroad 451.8 feet to the beginning of a 11' 27" curve to the right thence Northeasterly and along said curve and Easterly right of way line of said railroad 222.6 feet; thence South 71 54' East 287.1 feet to the West margin of said black top road; thence Southwesterly along the West margin of blacktop road to the point of Beginning, containing 3.3 acres, more or less; together with all improvements thereon and appurtenances thereunto belonging. A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, October 7, 2020 in the Jackie Dale Sherill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City at which time and at which

hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 10th day of September 2020.

CITY OF HATTIESBURG,
MISSISSIPPI
BY: Is/Kermas Eaton
CITY CLERK
(SEAL)

Published September 17, 2020

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 369 Published 1 times

Date 1st Published: Aug 20 Amt: 44.28

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 44.28

Proof of Publication Fee: 3.00

TOTAL: 47.28

(signed) Christina Pierce
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 20th day of August, 2020, a Notary Public in and for the County of Forrest, State of Mississippi:

(signed) Katherine H. Bullock
STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 71666
KATHERINE H. BULLOCK
Commission Expires
Oct. 28, 2023
LAMAR COUNTY

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH - 2019 Action Plan Amendm
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

PUBLIC NOTICE AND PUBLIC COMMENT PERIOD

CITY OF HATTIESBURG 2019 ACTION PLAN AMENDMENT

NOTICE is hereby given that the City of Hattiesburg, Department of Urban Development has produced a draft amendment to the 2018-2022 Consolidated Plan and the 2019 Annual Action Plan, which outlines proposed use of CDBG and HOME grant funds from the U.S. Department of Housing and Urban Development (HUD).

The amendments proposed relate to the City's response to the COVID-19 pandemic, and would shift \$50,000 in CDBG-CARES grant funding from Economic Activities to Public Services Activities, and also includes COVID-19 Testing as an eligible expenditure. Further, this amendment takes advantage of a waiver offered by HUD to expedite the public comment process in order to put these funds to use as soon as possible. As such, residents and other stakeholders are encouraged to provide any comments no later than August 27, 2020.

NOTICE is further hereby given that the draft documents are available for review at www.hattiesburgms.com/community-development or at City Hall, First Floor, Department of Urban Development, 200 Forrest Street, Hattiesburg, MS.

NOTICE is further hereby given that a Public Hearing will be held Tuesday, August 25, 2020 at 5:00 p.m. to afford an opportunity for stakeholders and residents to provide feedback and comments related to the proposed amendments. 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 3:00 p.m. on August 25, 2020.

Additionally, comments related to the draft documents may be mailed to the City of Hattiesburg, Department of Urban Development, Community Development Division, P.O. Box 1898, Hattiesburg, MS 39403-1898, or delivered to City Hall, First Floor, Department of Urban Development, 200 Forrest Street, Hattiesburg, MS. Related comments should be delivered by August 25, 2020.

Questions may be directed to the Department of Urban Development at (601) 545-4558. To ensure compliance with the Americans with Disabilities Act (ADA), persons with disabilities that require aids or services to participate may contact the Department of Urban Development at (601) 545-4675; or e-mail shall@hattiesburgms.com in advance of meetings to make arrangements.

Published August 20, 2020

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, repre-
senting The PineBelt NEWS, a weekly newspapers published in
Lamar County and Forrest County, Mississippi, who, being duly
sworn, says that the notice, a true copy of which is hereto an-
nexed, appeared in the issues of said newspapers as follows:

Total # of Words: 413 In 1 Published 1 times

Date 1st Published: Oct 1 Amt: 7434.00

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 7434.00

Proof of Publication Fee: 3.00

TOTAL: 7437.00

(signed) Christina Price
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 1st
day of October, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH - Budget ending 93021
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

BELT NEWS

Thursday, October 1, 2020 **13B**

LEGAL NOTICES - 123

LEGAL NOTICES - 123

LEGAL NOTICES - 123

CITY OF HATTIESBURG, MISSISSIPPI A MUNICIPALITY BUDGET OF ESTIMATED REVENUES AND EXPENDITURES For the Fiscal Year Ending September 30, 2021

GENERAL FUND:	FINAL BUDGET FOR NEXT FISCAL YEAR	ESTIMATED TOTAL FOR CURRENT FISCAL YEAR
REVENUES & BEG. CASH:		
Taxes - Other	\$40,000	\$21,000
Licenses & Permits		
Inter-governmental Revenues:	4,346,000	4,298,836
Federal Grants	1,316,738	442,138
State Grants	267,434	99,950
State-Shared Revenues	23,010,200	22,003,084
County Shared Revenues		45,055
Charges for Services:		
Public Safety	435,000	361,177
Streets	0	2,785
Sanitation	2,290,000	2,038,414
Miscellaneous	0	353,731
Fines & Forfeits	1,042,600	689,125
Miscellaneous	328,250	315,870
Transfers-In	1,024,000	758,690
Non-Revenue Receipts	117,000	1,489,431
Total From All Sources		
Other Than taxation	34,217,222	32,919,286
Beginning Cash and		
Investment Balance	7,000,000	9,394,348
Reserve for future debt service	(914,503)	(914,503)
Amount to be Raised by Tax Levy	18,745,000	18,735,000
TOTAL FROM ALL SOURCES	\$59,047,719	\$61,048,634

EXPENDITURES & ENDING CASH:

General Government:		
Personnel	4,008,275	4,304,844
Supplies & Expenses	196,114	148,424
Other services & Charges	5,138,611	4,396,121
Capital Outlays	31,000	273,388
Total - General Government	9,374,000	9,128,777

Police Dept.:		
Personnel	11,263,640	10,912,516
Supplies & Expenses	778,947	678,936
Other services & Charges	561,398	553,419
Capital Outlays	0	18,924
Total - Police Dept.	12,603,985	12,163,795

Police & Fire Training:		
Personnel	41,702	41,902
Supplies & Expenses	106,084	103,522
Other services & Charges	63,645	66,350
Capital Outlays	0	5,456
Total - Police & Fire Training	211,431	217,230

Fire Dept.:		
Personnel	8,710,568	8,031,996
Supplies & Expenses	313,343	307,901
Other services & Charges	282,109	227,465
Capital Outlays	0	0
Total - Fire Dept.	9,306,020	8,567,362

Land Development Administration:		
Personnel	629,322	584,733
Supplies & Expenses	24,855	20,195
Other services & Charges	229,150	257,597
Capital Outlays	0	0
Total - Land Dev. Admin.	883,327	862,525

Public Safety Contractual Services:		
Personnel	380,300	300,996
Supplies & Expenses	0	0
Other services & Charges	997,000	1,025,922



See original for
entire publication

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspaper published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 237 Published 2 times

Date 1st Published: Oct 1 Amt: 28.44

Date 2nd Published: Oct 8 Amt: 23.70

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 52.14

Proof of Publication Fee: 3.00

TOTAL: 55.14

(signed) Christina Purice
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 8th
day of October, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Katherine H. Bullock

NOTICE TO BIDDERS

NOTICE is hereby given that the City of Hattiesburg, Mississippi will receive Statements of Qualifications until 10:00 A.M., Thursday, October 22, 2020, in the City Clerk's Office in the City Hall for the following: Qualified Eligible Contractors for the purposes of housing rehabilitation, housing repair, housing reconstruction and related activities as needed for a period ending December 31, 2021 for the Department of Urban Development - Community Development Division. The above shall be delivered as per detailed specifications on file in the Office of the Clerk, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request. Each PROPOSAL must be received in a sealed envelope which is marked in the lower left-hand corner with the words "Request for Qualifications - Qualified Eligible Contractors" and the DATE OF BID OPENING ("October 22, 2020"). The purpose of this solicitation is to establish a list of Qualified Eligible Contractors for participation in the City's CDBG and HOME programs.

Respondents meeting the established criteria will be placed on a list of QECs in accordance with the City's Housing Rehabilitation/Reconstruction, and Housing Repair Grants Manual. Notwithstanding, the Council reserves the right to reject any or all bids received and to waive formalities.

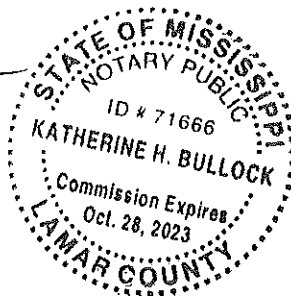
PUBLISHED by Order of the Council on this, the 21st day of September 2020.
CITY OF HATTIESBURG, MISSISSIPPI

/s/ BY: Kemas Eaton
CITY CLERK
(SEAL)

/s/ Toby Barker, Mayor
Published October 1, 8, 2020

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH - Notice to Bidders
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



Hattiesburg Publishing, Inc.

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Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, repre-
senting The PineBelt NEWS, a weekly newspapers published in
Lamar County and Forrest County, Mississippi, who, being duly
sworn, says that the notice, a true copy of which is hereto an-
nexed, appeared in the issues of said newspapers as follows:

Total # of Words: 240 Published 1 times

Date 1st Published: Oct 15 Amt: 28.80

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 28.80

Proof of Publication Fee: 3.00

TOTAL: 31.80

(signed) Christina Price
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 29th
day of October, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: 10920
- ☐ App: _____
- ☐ File Name: COH - Edward Ruffin, JR
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

PUBLIC HEARING

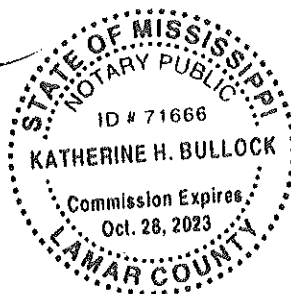
NOTICE is hereby given that a peti-
tion has been filed by Edward C. Ruffin,
Jr., Owner, as required in the Land De-
velopment Code, Ord. No. 3209, to re-
quest a variance from Section 6, Table
6.1 "Minimum/Maximum Front Setback"
for 1-1 "40 feet", and instead allow a set-
back of ten (10) feet for a variance of
thirty (30) feet along Highway 42 for
building to located at 5116 Hwy 42 (Par-
cel 2-024P-32-014.00, PPIN 24603;
Ward 1). Said property being more par-
ticularly described as follows, to-wit: Part
of the SW 1/4 of the SE 1/4 of Section 32
in Township 5 North, of Range 13 West,
and more particularly described as the
West two thirds of Lots 1 and 2 of the
Wayside Subdivision as per map thereof
of record in the Chancery Clerk's office,
being a parcel of land 200 feet square,
together with all appurtenances there-
unto belonging.

A PUBLIC HEARING in relation to the
above described petition will be held at
3:30 p.m., Wednesday, November 4,
2020 in the Jackie Dole Sherrill Commu-
nity Center, First Floor, Hattiesburg, Mis-
sissippi, before the Board of Adjustment
of said City, at which time and at which
hearing all parties of interest and citizens
shall have an opportunity to be heard.
WITNESS my signature and the official
seal of said City on this, the 8th day
of October 2020.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: /s/Kermas Eaton, CITY CLERK
(SEAL)

Published October 15, 2020



Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 285 Published 1 times

Date 1st Published: Oct 22 Amt: 34.20

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 34.20

Proof of Publication Fee: 3.00

TOTAL: 37.20

(signed) Christina Price
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 22nd
day of October, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi;

(signed) Katherine H. Bullock

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

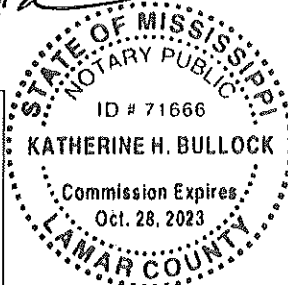
To: Sushil Prem, 4803 W. Peeble
Beach Rd., Wadsworth, GA 60083; and
all unknown persons claiming any right,
title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT
TO §21-19-11 of the Mississippi Code of
1972, as annotated and amended, the
City Council of the City of Hattiesburg will
hold a public hearing at 4:00 p.m. on
Monday, November 2, 2020 in the Jackie
Dole Sherrill Community Center, Hattiesburg,
MS to determine whether or not the
hereinafter-described property is in such
a state of uncleanness to be a menace
to the public health and safety of the
community. You have a right to file an answer
and to appear at said hearing in person or
otherwise and to offer your defense, if any. If,
at such hearing, the City Council shall
adjudicate the property in its then condition
to be a menace to the health and safety of the
community, the City of Hattiesburg shall, if
the owner will not do so himself, proceed to
have the land cleared pursuant to the aforesaid
statute. The City of Hattiesburg may then
adjudicate the costs plus penalty of cleaning
said property and the costs may become
assessment against the property, which shall
be a lien against said property all as provided
by statute, to wit:
100 Ellis Drive, Parcel: 051A-01-003.000
Hattiesburg, MS, and better described as:
Lot 5, Plantation Place Apartment Subdivision,
Lamar County, Mississippi, as per the map or
plat thereof on file in the office of the
Chancery Clerk of Lamar County, Mississippi.

Published October 22, 2020

FOR OFFICE USE ONLY:

- 10/16/20
- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH- 100 Ellis Dr
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
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Proof of Publication

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Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 267 Published 1 times

Date 1st Published: Oct 22 Amt: 32.04

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 32.04

Proof of Publication Fee: 3.00

TOTAL: 35.04

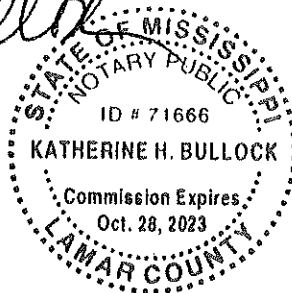
(signed) Christina Price
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 22nd
day of October, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: 10/16/20
☐ App: _____
☐ File Name: COH - 1009 Atlanta St
☐ Invoice #: _____
☐ Inv. Crt/Mld: _____
☐ Pymt Rec.d: _____
☐ POP sent: _____



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

To: Robert Honeycutt, 964 Badillo St.,
Ste. 201, Covina CA 91724; and all un-
known persons claiming any right, title or
interest in or to the hereinafter described
property.

PLEASE TAKE NOTICE PURSUANT
TO §21-19-11 of the Mississippi Code of
1972, as annotated and amended, the
City Council of the City of Hattiesburg will
hold a public hearing at 4:00 p.m. on
Monday, November 2, 2020 in the Jackie
Dole Sherrill Community Center, Hatties-
burg, MS to determine whether or not the
hereinafter-described property is in such
a state of uncleanness to be a menace
to the public health and safety of the
community. You have a right to file an an-
swer and to appear at said hearing in
person or otherwise and to offer your de-

fense, if any. If, at such hearing, the City
Council shall adjudicate the property in
its then condition to be a menace to the
health and safety of the community, the
City of Hattiesburg shall, if the owner will
not do so himself, proceed to have the
land cleared pursuant to the aforesaid
statute. The City of Hattiesburg may then
adjudicate the costs plus penalty of
cleaning said property and the costs may
become assessment against the prop-
erty, which shall be a lien against said
property all as provided by statute, to wit:
1009 Atlanta Street, PARCEL: 2-
029B-03-310.00 Hattiesburg, MS, and
better described as: Indexing Instruc-
tions: LOT 5 BLK 1 A R FAIRLEY 1ST
ADD

Published October 22, 2020

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 397 Published 1 times

Date 1st Published: Oct 22 Amt: 47.64

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 47.64

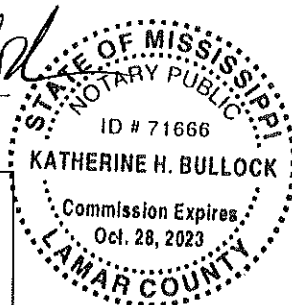
Proof of Publication Fee: 3.00

TOTAL: 50.64

(signed) Christina Puice
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 22nd
day of October, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi;

(signed) Katherine Bullock



FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH - 525 Buschman St
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

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

To: Arthur Coleman, 702 W. Pine St.,
Hattiesburg, MS 39401; and all un-
known persons claiming any right, title or
interest in or to the hereinafter described
property.

PLEASE TAKE NOTICE PURSUANT
TO §21-19-11 of the Mississippi Code of
1972, as annotated and amended, the
City Council of the City of Hattiesburg will
hold a public hearing at 4:00 p.m. on
Monday, November 2, 2020 in the Jackie
Dole Sherrill Community Center, Hatties-
burg, MS to determine whether or not the
hereinafter-described property is in such
a state of uncleanness to be a menace
to the public health and safety of the
community. You have a right to file an an-
swer and to appear at said hearing in
person or otherwise and to offer your de-
fense, if any. If, at such hearing, the City
Council shall adjudicate the property in
its then condition to be a menace to the
health and safety of the community, the
City of Hattiesburg shall, if the owner will
not do so himself, proceed to have the
land cleared pursuant to the aforesaid
statute. The City of Hattiesburg may then
adjudicate the costs plus penalty of
cleaning said property and the costs may
become assessment against the prop-
erty, which shall be a lien against said
property all as provided by statute, to wit:
525 Buschman Street, PARCEL: 2-
0291-10-181.00 Hattiesburg, MS, and
better described as: A part of Lot 2,
Block 52 of the Hardy and Scott Survey
or Addition to the City of Hattiesburg,
Forrest County, Mississippi, being more
particularly described as beginning at the
intersection of the South line of Tipton
Street and the East line of Buschman
Street and run Southwesterly along the
East line of Buschman Street 123 feet for
a Point of Beginning; thence run in a
Southwesterly direction along said East
line of Buschman Street 50 feet; thence
run Southeasterly at the right angles to
Buschman Street 120 feet; thence run
Northeast parallel to Buschman Street
50 feet; thence run Northwest at right an-
gles 120 feet to a Point of Beginning; as
per the map of plat thereof on file in the
office of the Chancery Clerk of Forrest
County, Mississippi; all together with all
improvements thereon and appurte-
nances thereunto belonging.

Published October 22, 2020

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 310 Published 1 times

Date 1st Published: Oct 22 Amt: 37.20

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 37.20

Proof of Publication Fee: 3.00

TOTAL: 40.20

(signed) Christina Price
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 22nd
day of October, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Katherine H. Bullock

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

To: Sheila Kahl, 802 Buschman Street, Hattiesburg, MS 39401; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Monday, November 2, 2020 in the Jackie Dole Sherrill Community Center, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

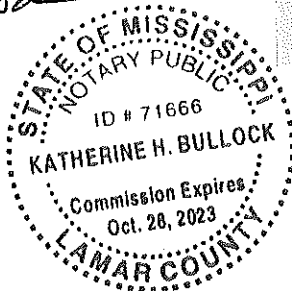
523 Buschman Street, PARCEL: 2-0291-10-182.00 Hattiesburg, MS, and better described as: Section 10 Township 4N Range 13W PT of BLK BLK 52 HARDY & SCOTT. Receipt #14366 Parcel#

2-2091-10-182.00 PPIN# 15826 BEG ON SE LINE BUSCHMAN ST 173 FT SW FROM NW COR 2 SW 49 FT SE 120 FT NE 49 FT NE 120 FT TO BEG BLK 52 HARDY & SCOTT PREV #H0292-38-008 STR 10-04N-137

Published October 22, 2020

FOR OFFICE USE ONLY:

- ☐ Em P: 10/16/20
- ☐ App: _____
- ☐ File Name: COH - 523 Buschman ST
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspaper published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 300 Published 1 times

Date 1st Published: Oct 22 Amt: 36.00

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 36.00

Proof of Publication Fee: 3.00

TOTAL: 39.00

(signed) Christina Price
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 22nd
day of October, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Katherine H Bullock

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

To: Rebecca Hudson, 128 W. 8th
Street, Hattiesburg, MS 39401; and all
unknown persons claiming any right, title
or interest in or to the hereinafter de-
scribed property.

PLEASE TAKE NOTICE PURSUANT
TO §21-19-11 of the Mississippi Code of
1972, as annotated and amended, the
City Council of the City of Hattiesburg will
hold a public hearing at 4:00 p.m. on
Monday, November 2, 2020 in the Jackie
Dole Sherrill Community Center, Hatties-
burg, MS to determine whether or not the
hereinafter-described property is in such
a state of uncleanness to be a menace
to the public health and safety of the
community. You have a right to file an an-
swer and to appear at said hearing in
person or otherwise and to offer your de-
fense, if any. If, at such hearing, the City
Council shall adjudicate the property in
its then condition to be a menace to the
health and safety of the community, the
City of Hattiesburg shall, if the owner will
not do so himself, proceed to have the
land cleared pursuant to the aforesaid
statute. The City of Hattiesburg may then
adjudicate the costs plus penalty of
cleaning said property and the costs may
become assessment against the prop-
erty, which shall be a lien against said
property all as provided by statute, to wit:
122 W. 4th Street, PARCEL: 3-030C-
02-017.00 Hattiesburg, MS, and better
described as: The west 100 feet of lot 3,
block 169 of the Crittenden Survey or
addition to the City of Hattiesburg, For-
rest County, Mississippi, as per the offi-
cial map or plat thereof on file in the
office of The Chancery Clerk of Forrest
County, MS.

Published October 22, 2020

FOR OFFICE USE ONLY:

- ☐ Em P: 10/16/20
- ☐ App: _____
- ☐ File Name: COH - 122 W 4th Street
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



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Proof of Publication

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Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 298 Published 1 times

Date 1st Published: Oct 22 Amt: 35.76

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 35.76

Proof of Publication Fee: 3.00

TOTAL: 38.76

(signed) Christina Purice
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 5th
day of November, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Katherine H. Bullock

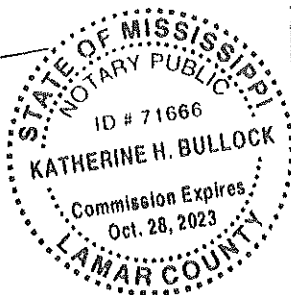
NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: Donald Daughdrill and Jewel Trust, 31 Louise Lane Brooklyn, MS 39425; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Monday, November 2, 2020 in the Jackie Dole Sherrill Community Center, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit: 515 E. 5th Street, PARCEL: 1-084-05-019.00 Hattiesburg, MS, and better described as: The West 47 feet of Lot 6 and the East 3 feet of Lot 7 of Block 104 of the Kamper and Whinnery Subdivision of the City of Hattiesburg, Forrest County, Mississippi, less that part owned by Mississippi Central Railroad.
Published October 22, 2020

FOR OFFICE USE ONLY:

- ☐ Em P: 10/14/20
- ☐ App: _____
- ☐ File Name: COH - 515 E 5th Street
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 359 Published 1 times

Date 1st Published: Oct 22 Amt: 43.08

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 43.08

Proof of Publication Fee: 3.00

TOTAL: 45.08 **46.08**

(signed) Christina Purice
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 22nd
day of October, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Katherine H. Bullock

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

To: Richard Hill, 3105 Delwood Drive,
Hattiesburg, MS 39402; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Monday, November 2, 2020 in the Jackie Dole Sherrill Community Center, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such

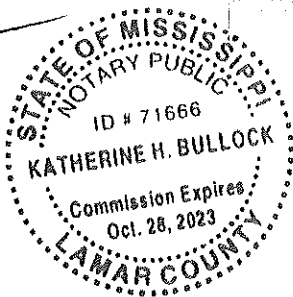
a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

3105 Delwood Drive, PARCEL: 2-028N-07-181.00 Hattiesburg, MS, and better described as: Lot four (4), Block one (1), of the Delwood Subdivision of the City of Hattiesburg, County of Forrest, State of Mississippi, as per map or plat thereof on file and record in Plat Book 8 at page 69 or Plat Cabinet A, Sheet 160, on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with the improvements thereon and appurtenances thereunto belonging. LESS AND EXCEPT any of the oil, gas and other minerals of like kind and character in, on, and under the above-described property which have been heretofore excepted, reserved, or conveyed by former owners in the chain of title.

Published October 22, 2020

FOR OFFICE USE ONLY:

- ☐ Em P: 10/16/20
- ☐ App: _____
- ☐ File Name: COH - 3105 Delwood Dr
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 376 Published 1 times

Date 1st Published: Oct 22 Amt: 45.12

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 45.12

Proof of Publication Fee: 3.00

TOTAL: 48.12

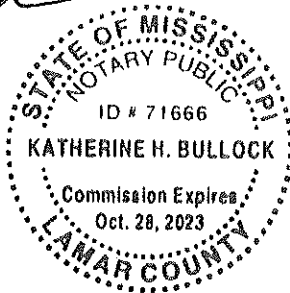
(signed) Christina Puice
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 22nd
day of October, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: 10/16/20
- ☐ App: _____
- ☐ File Name: COH -200 St. Paul Street
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



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

To: Christopher Marchetta, 1201
Grove Street, Waveland, MS 39576;
and all unknown persons claiming any
right, title or interest in or to the here-
inafter described property.

PLEASE TAKE NOTICE PURSUANT
TO §21-19-11 of the Mississippi Code of
1972, as annotated and amended, the
City Council of the City of Hattiesburg will
hold a public hearing at 4:00 p.m. on
Monday, November 2, 2020 in the Jackie
Dole Sherrill Community Center, Hatties-
burg, MS to determine whether or not the
hereinafter-described property is in such
a state of uncleanness to be a menace
to the public health and safety of the
community. You have a right to file an an-
swer and to appear at said hearing in
person or otherwise and to offer your de-
fense, if any. If, at such hearing, the City
Council shall adjudicate the property in
its then condition to be a menace to the
health and safety of the community, the
City of Hattiesburg shall, if the owner will
not do so himself, proceed to have the
land cleared pursuant to the aforesaid
statute. The City of Hattiesburg may then
adjudicate the costs plus penalty of
cleaning said property and the costs may
become assessment against the prop-
erty, which shall be a lien against said
property all as provided by statute, to wit:
200 St. Paul Street, Parcel: 2-029K-
09-391.00 Hattiesburg, MS, and better
described as: The South Forty-Five (45)
feet of Lots 1, 2, 3, and 4; the North
Twenty-Six (26) feet of Lots 21 and 22;
all of Lot 24; and a part of Lot 23 de-
scribed as beginning at the SE corner of
Lot 23 and run West of 11.67 feet, thence
run North for 77 feet, thence run West for
18 feet, thence run North for 42 feet,
thence run West for 18.66 feet to the
West line of Lot 23, thence run North for
26 feet to the NW corner of lot 23, thence
run East for 48.33 feet to the NE corner
of Lot 23, thence run South for 145 feet
to the beginning, all of the above real
property.

Published October 22, 2020

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 380 Published 1 times

Date 1st Published: Oct 22 Amt: 45.60

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 45.60

Proof of Publication Fee: 3.00

TOTAL: 48.60

(signed) Christina Price
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 22nd
day of October, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Katherine H. Bullock

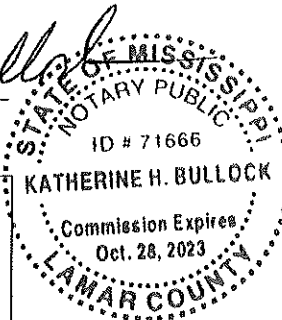
FOR OFFICE USE ONLY:

- ☐ Em P: 10/16/20
- ☐ App: _____
- ☐ File Name: COH - 203 5th Avenue
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

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

To: Magnolia Custom Builders c/o Patricia Gubler, 119 Livingston Place, Metairie, LA 70005; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.
PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Monday, November 2, 2020 in the Jackie Dale Sherrill Community Center, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid

statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit: 203 5th Avenue, Parcel: 2-029N-09-261.00 Hattiesburg, MS, and better described as: All Lots 9, 10, 11, 12 and part of Lot 13, Block 142, Kamper and Whinnery Survey of Addition to the City of Hattiesburg, more particularly described as commencing at the intersection of the SW line of 4th Avenue with the SE line of Corrine Street; thence run SW along the SE line of Corrine Street 150 feet for a Point of Beginning; thence SE along the dividing line between Lots 13 and 14 a distance of 50 feet; thence SW parallel with Corrine Street a distance of 50 feet to the SE line of Corrine Street; thence NE along the SE line of Corrine Street 50 feet to the Point of Beginning, together with all improvements thereon and appurtenances thereunto belonging
Published October 22, 2020



Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspaper published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 306 Published 1 times

Date 1st Published: Oct 22 Amt: 36.72

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 36.72

Proof of Publication Fee: 3.00

TOTAL: 39.72

(signed) Christina Purice
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 22nd
day of October, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Katherine H. Bullock

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

To: Rose A. Shelton, Trustee of the
Shelton Trust, 418 Linkside Dr., Destin,
FL 32540; and all unknown persons
claiming any right, title or interest in or to
the hereinafter described property.

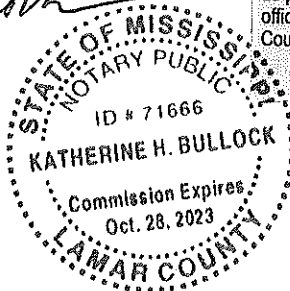
PLEASE TAKE NOTICE PURSUANT
TO §21-19-11 of the Mississippi Code of
1972, as annotated and amended, the
City Council of the City of Hattiesburg will
hold a public hearing at 4:00 p.m. on
Monday, November 2, 2020 in the Jackie
Dole Sherrill Community Center, Hatties-
burg, MS to determine whether or not the
hereinafter-described property is in such
a state of uncleanliness to be a menace
to the public health and safety of the
community. You have a right to file an an-
swer and to appear at said hearing in
person or otherwise and to offer your de-
fense, if any. If, at such hearing, the City
Council shall adjudicate the property in
its then condition to be a menace to the
health and safety of the community, the
City of Hattiesburg shall, if the owner will
not do so himself, proceed to have the
land cleared pursuant to the aforesaid
statute. The City of Hattiesburg may then
adjudicate the costs plus penalty of
cleaning said property and the costs may
become assessment against the prop-
erty, which shall be a lien against said
property all as provided by statute, to wit:

68 Central School Road, Parcel: 2-
041A-27-027.00 Hattiesburg, MS, and
better described as: The East forty-five
(45) feet of Lot Two (2), and the West fif-
teen (15) feet of Lot Three (3) of the
McInnis Springs Subdivision or survey,
as per map or plat thereof on file in the
office of the Chancery Clerk of Forrest
County, Mississippi.

Published October 22, 2020

FOR OFFICE USE ONLY:

- ☐ Em P: 10/16/20
- ☐ App: _____
- ☐ File Name: COH - 68 Central School Road
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 352 Published 1 times

Date 1st Published: Oct 22 Amt: 42.24

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 42.24

Proof of Publication Fee: 3.00

TOTAL: 45.24

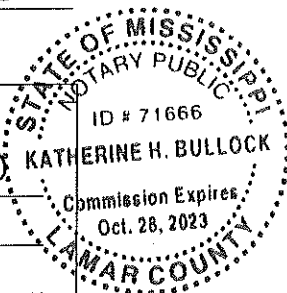
(signed) Christina Purice
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 22nd
day of October, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: 10/16/20
- ☐ App: _____
- ☐ File Name: COH - 104 Tuscan Ave
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



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

To: Betty Pearl Jackson, 104 Tuscan Avenue, Hattiesburg, MS 39401; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Monday, November 2, 2020 in the Jackie Dole Sherrill Community Center, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit: 104 Tuscan Avenue, Parcel: 2-038F-16-039.00 Hattiesburg, MS, and better described as: Beginning 80 feet East of the Northwest corner of Block 55 of the D.D. McInnis 3rd Survey of the City of Hattiesburg, Forrest County, Mississippi, as per map or plat on the file in the office of the Chancery Clerk of said County and run and run thence South 110 feet, run East 56 feet, thence run run 110 feet, thence run West 56 feet to the said point of beginning, same being a part of Block 55 of the D. D. McInnis 3rd Survey, Section 16, Town-

ship 4 North, Range 13 West, Forrest County, Mississippi.

Published October 22, 2020

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 405 Published 1 times

Date 1st Published: Oct 22 Amt: 48.60

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 48.60

Proof of Publication Fee: 3.00

TOTAL: 51.60

(signed) Christina Price
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 22nd
day of October, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

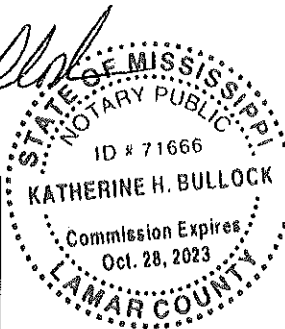
- ☐ Em P: 10/16/20
- ☐ App: _____
- ☐ File Name: COH - 313 J.C. Killingsworth Driv
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

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

To: Barbara Lewis, 313 J.C.
Killingsworth, Hattiesburg, MS 39401;
and all unknown persons claiming any
right, title or interest in or to the here-
inafter described property.

PLEASE TAKE NOTICE PURSUANT
TO §21-19-11 of the Mississippi Code of
1972, as annotated and amended, the
City Council of the City of Hattiesburg will
hold a public hearing at 4:00 p.m. on
Monday, November 2, 2020 in the Jackie
Dole Sherrill Community Center, Hatties-
burg, MS to determine whether or not the
hereinafter-described property is in such
a state of uncleanness to be a menace
to the public health and safety of the
community. You have a right to file an an-
swer and to appear at said hearing in
person or otherwise and to offer your de-
fense, if any. If, at such hearing, the City
Council shall adjudicate the property in
its then condition to be a menace to the
health and safety of the community, the
City of Hattiesburg shall, if the owner will
not do so himself, proceed to have the
land cleared pursuant to the aforesaid
statute. The City of Hattiesburg may then
adjudicate the costs plus penalty of
cleaning said property and the costs may
become assessment against the prop-
erty, which shall be a lien against said
property all as provided by statute, to-wit:
313 J.C. Killingsworth Dr., Parcel: 2-
0385F-16-141.00 Hattiesburg, MS, and
better described as: PARCEL NUMBER
ONE: A part of Lot four (4), Block
Twenty-two (22) of the D.D. McInnis
Third Survey of the City of Hattiesburg,
County of Forrest, State of Mississippi,
as per the map or plat thereof on file in
the office of the Chancery Clerk of For-
rest County, Mississippi, and more par-
ticularly described as follows, to-wit:
Commencing at the point of intersection
of the South line of 23rd Avenue and the
West side of Ashford Street and run
thence Southeasterly and along the
West side of Ashford Street for a dis-
tance of 72 feet to and for the point of be-
ginning, from this point of beginning run
Southeasterly and along the Westerly
line of Ashford Street for a distance of
200 feet, thence run Northeasterly for a
distance of 65 feet, thence at right angles
run Northeasterly for a distance of 200
feet, to the said point of beginning.

Published October 22, 2020



Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 347 Published 1 times

Date 1st Published: Oct 22 Amt: 41.64

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 41.64

Proof of Publication Fee: 3.00

TOTAL: 44.64

(signed) Christina Purice
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 22nd
day of October, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH - 508 Breland Street
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

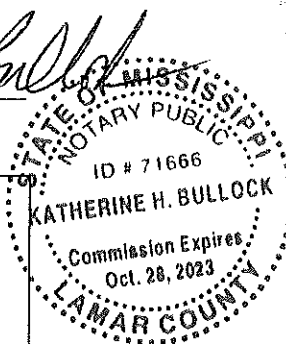
NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: Marshall Cox, Sr., 202 West Lake-
wood Drive, Hattiesburg, MS 39402;
and all unknown persons claiming any
right, title or interest in or to the here-
inafter described property.

PLEASE TAKE NOTICE PURSUANT
TO §21-19-11 of the Mississippi Code of
1972, as annotated and amended, the
City Council of the City of Hattiesburg will
hold a public hearing at 4:00 p.m. on
Monday, November 2, 2020 in the Jackie
Dole Sherrill Community Center, Hatties-
burg, MS to determine whether or not the
hereinafter-described property is in such
a state of uncleanness to be a menace
to the public health and safety of the
community. You have a right to file an an-
swer and to appear at said hearing in
person or otherwise and to offer your de-
fense, if any. If, at such hearing, the City
Council shall adjudicate the property in
its then condition to be a menace to the
health and safety of the community, the
City of Hattiesburg shall, if the owner will
not do so himself, proceed to have the
land cleared pursuant to the aforesaid
statute. The City of Hattiesburg may then
adjudicate the costs plus penalty of
cleaning said property and the costs may
become assessment against the prop-
erty, which shall be a lien against said
property all as provided by statute, to wit:
508 Breland Street, Parcel: 2-038F-
16-100.00 Hattiesburg, MS, and better
described as: Lot Eight (8), Block Forty
(40) of the R.E. Rawls Subdivision of the

D.D. McInnis Third Survey, in the City of
Hattiesburg, County of Forrest, State of
Mississippi, as per the map or plat
thereof on file in the Office of the
Chancery Clerk Forrest County, Missis-
sippi, being situated in Section Sixteen
(16), Township Four (4) North, Range
Thirteen (13) West, in the County of For-
rest, State of Mississippi, being lease-
hold property for a period of 99 years
from April 11, 1966, together with all im-
provements thereon and appurtenances
thereunto belonging.

Published October 22, 2020



Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 399 Published 1 times

Date 1st Published: Oct 22 Amt: 47.88

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 47.88

Proof of Publication Fee: 3.00

TOTAL: 50.88

(signed) Christina Purice
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 22nd
day of October, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: 10/16/20
- ☐ App: _____
- ☐ File Name: COH - 125 Shelby Street
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

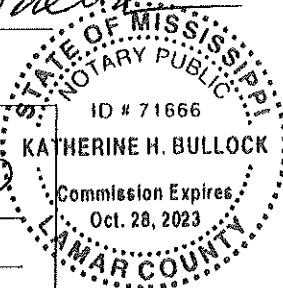
NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: John C. Nelson, 479 Northgate Road, Hattiesburg, MS 39401; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Monday, November 2, 2020 in the Jackie Dole Sherrill Community Center, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

125 Shelby Street, Parcel#: 2-037N-23-010.00 Hattiesburg, MS, and better described as: A parcel of land located in the SE Corner of Block 2 of the M. Gillis Subdivision as per map or plat in the office of the Chancery Clerk of said County, said parcel being more particularly described as beginning at the SE Corner of said Block and running thence in a Northerly direction along the Eastern Boundary line of said Block 2 a distance of 75 feet; thence run at right angle and parallel with the Southern Boundary line of said Block 2 a distance of 155 feet or to the property heretofore conveyed to Mildred Perry; thence at a right angle run a distance of 75 feet to the Southern Boundary line of said Block 2, and thence at right angles run along the said Southern Boundary line of said Block 2 a distance of 155 feet to the point of beginning.

Published October 22, 2020



Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 289 Published 2 times

Date 1st Published: Oct 22 Amt: 34.68

Date 2nd Published: Oct 29 Amt: 28.90

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 63.58

Proof of Publication Fee: 3.00

TOTAL: 66.58

(signed) Christina Price
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 29th
day of October, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Katherine H. Bullock
STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 71666
KATHERINE H. BULLOCK
Commission Expires
Oct. 28, 2023
LAMAR COUNTY

FOR OFFICE USE ONLY:

- ☐ Em P: 10/14/20
- ☐ App: _____
- ☐ File Name: COH - LRTP Public C&H
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

PUBLIC NOTICE

PUBLIC COMMENT PERIOD and VIRTUAL PUBLIC HEARING

Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization

The Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization (HPFL-MPO) invites public review and comments on the HPFL Metropolitan Transportation Plan and MULTIPLAN 2045, the Statewide Long-Range Transportation Infrastructure Plan through the year 2045.

MULTIPLAN 2045 is a coordinated effort to develop MDOT's statewide long-range transportation plan and the plans for the HPFL-MPO and other MPOs in the state. All plans are developed simultaneously for consistency. MULTIPLAN 2045 addresses our transportation needs over a 25-year horizon and is updated every five years. The public is encouraged to review MULTIPLAN 2045 and make official comments. All comments received during the comment period will be considered prior to plan adoption.

The proposed plan is located at www.mstransportationplan2045.com as well as www.hattiesburgms.com/mpo and will be available there for official review and comment during from Oct. 16 - Nov. 30, 2020.

Additionally, HPFL-MPO is hosting a virtual public meeting on the matter at 5:00 p.m. on November 9, 2020. This will include a recorded presentation from MDOT from earlier hearings as well as live interaction that will provide the public with the opportunity make comments on the proposed MULTIPLAN 2045.

Individuals who would like to participate in the virtual public meetings should contact the HPFL-MPO at 601.554.1008 by 1:00 p.m. on November 9th. Access to the hearing will be available by computer, smart phone, or land line telephone. Recordings of an October 27 presentations will also be available soon after October 27 at www.mstransportationplan2045.com until the end of the 45-day comment period.

Anyone who may require auxiliary aids or special accommodations to participate should advise the HPFL-MPO at least 10 business days in advance by calling 601.554.1008 or emailing aesters@hattiesburgms.com.

Published October 22, 29, 2020

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspaper published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 267 Published 2 times

Date 1st Published: Oct 29 Amt: 32.04

Date 2nd Published: Nov 5 Amt: 26.70

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 58.74

Proof of Publication Fee: 6.00

TOTAL: 64.74

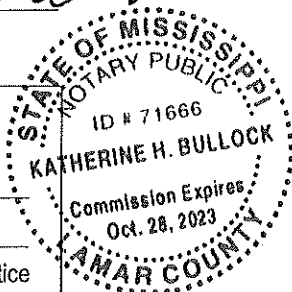
(signed) Christina Purice
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 5th
day of November, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH - RFP Transit Master Notice
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



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: Mailing Address:
Office of the City Clerk Office
of the City Clerk
City of Hattiesburg
City of Hattiesburg
200 Forrest Street P.O. Box 1898
Hattiesburg, Mississippi 39401
Hattiesburg, MS 39403
Published October 29,
November 5, 2020

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, repre-
senting The PineBelt NEWS, a weekly newspapers published in
Lamar County and Forrest County, Mississippi, who, being duly
sworn, says that the notice, a true copy of which is hereto an-
nexed, appeared in the issues of said newspapers as follows:

Total # of Words: 755 Published 1 times

Date 1st Published: Oct 29 Amt: 90.60

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 90.60

Proof of Publication Fee: 3.00

TOTAL: 93.60

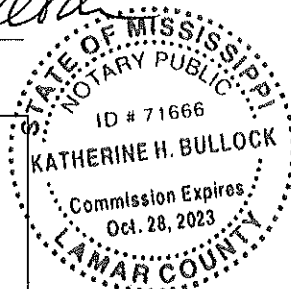
(signed) _____
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 29th
day of October, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH - Combined Katie Dabbs
- ☐ Invoice #: _____
- ☐ Inv. Cr/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



COMBINED NOTICE NOTICE TO PUBLIC OF NO SIGNIFICANT IMPACT ON THE ENVIRONMENT AND NOTICE TO PUBLIC OF REQUEST FOR RELEASE OF FUNDS

Katie Dabbs Community
Center CDBG Project
Toby Barker, Mayor
City of Hattiesburg
P.O. Box 1898
200 Forrest St.
Hattiesburg, MS 39401
(601) 545-4501

These notices shall satisfy two sepa-
rate but related procedural requirements
for the activities to be undertaken by the
City of Hattiesburg, Department of Urban
Development.

TO ALL INTERESTED AGENCIES,
GROUPS, AND PERSONS:

Request for Release of Funds

On or about November 16, 2020, the
City of Hattiesburg will submit a request
to the U.S. Department of Housing and
Urban Development (HUD) for the re-
lease of Community Development Block
Grant Funds under Title I of the Housing
and Community Development Act of
1974, as amended, to undertake the
Katie Dabbs Community Center Rehabi-
litation Project. The project includes the
acquisition of the existing Pathways
Church located at 1102 Dabbs Street
and two adjacent vacant lots. The
church will be renovated into a Commu-
nity Center to serve the residents of the
area and the two lots will be used as
parking areas for the Center. The esti-
mated CDBG funds to be used in the
project is \$500,000 with a total estimated
cost of \$500,000.

Finding of No Significant Impact

The City of Hattiesburg has deter-
mined that the project will have no sig-
nificant impact on the human
environment. Therefore, an Environmen-
tal Impact Statement under the National
Environmental Policy Act of 1969 (NEPA)
(PL-91-190) is not required. An Environ-
mental Review Record (ERR) respecting
the within project has been made by the
City of Hattiesburg which documents the
environmental review of the project and
more fully sets forth the reasons why
such Statement is not required. Addi-
tional project information is contained in
the ERR. The ERR is available at the
City's Community Development Division
located at the address above. Due to
COVID-19, individuals may also request
an electronic copy by contacting Andrew
Ellard, Director of Urban Development,
at aellard@hattiesburgms.com. Also,
the environmental review will be avail-
able on HUD's HEROS website at:
<https://www.onecpd.info/environmental-review-records>

Public Comments

All interested agencies, groups, and
persons disagreeing with the ERR deci-
sion are invited to submit comments by
email for consideration by the City of
Hattiesburg to Toby Barker, Mayor at
mayor@hattiesburgms.com or in writing
at the address listed above. Such com-
ments should be received at the City on
or before November 13, 2020. All such
comments so received will be consid-
ered prior to authorizing submission of a
request for a release of funds or taking
any administrative action on the within
project prior to the date specified on the
preceding sentence. Comments should
be addressed to the City of Hattiesburg.

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, repre-
senting The PineBelt NEWS, a weekly newspapers published in
Lamar County and Forrest County, Mississippi, who, being duly
sworn, says that the notice, a true copy of which is hereto an-
nexed, appeared in the issues of said newspapers as follows:

Total # of Words: 366 Published 1 times

Date 1st Published: Oct 29 Amt: 43.92

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 43.92

Proof of Publication Fee: 3.00

TOTAL: 46.92

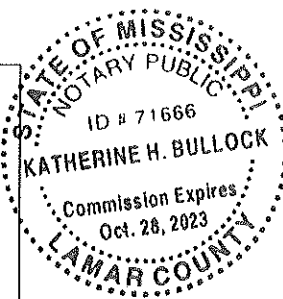
(signed) Christina Purice
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 29th
day of October, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Katherine H Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH - Amendmnt DV Funds
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



PUBLIC NOTICE AND PUBLIC COMMENT PERIOD

CITY OF HATTIESBURG
2020 ACTION PLAN AMENDMENT
NOTICE is hereby given that the City of Hattiesburg, Department of Urban Development has produced a draft amendment to the 2020 Action Plan, which outlines proposed use of CDBG grant funds from the U.S. Department of Housing and Urban Development.

The amendment proposed relates to the City's response to the COVID-19 pandemic, and serves to enable the City to incorporate a second special allocation of \$475,435 in CDBG grant funding from the U.S. Department of Housing and Urban Development (HUD). Further, this amendment takes advantage of a waiver offered by HUD to expedite the public comment process in order to put these funds to use as soon as possible. As such, residents and other stakeholders are encouraged to provide any comments no later than November 5, 2020.

NOTICE is further hereby given that the draft document will be available for review at www.hattiesburgms.com/community-development or at City Hall, First Floor, Department of Urban Development, 200 Forrest Street, Hattiesburg, MS.

NOTICE is further hereby given that a Public Hearing will be held Tuesday, November 3, 2020 at 6:00 p.m. to afford an opportunity for stakeholders and residents to provide feedback and comments related to the proposed amendment. 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 3:00 p.m. on November 3, 2020.

Additionally, comments related to the draft document may be mailed to the City of Hattiesburg, Department of Urban Development, Community Development Division, P.O. Box 1898, Hattiesburg, MS 39403-1898, or delivered to City Hall, First Floor, Department of Urban Development, 200 Forrest Street, Hattiesburg, MS. Related comments should be delivered by November 5, 2020.

Questions may be directed to the Department of Urban Development at (601) 545-4558. To ensure compliance with the Americans with Disabilities Act (ADA), persons with disabilities that require aids or services to participate may contact the Department of Urban Development at (601) 545-4675, or e-mail shall@hattiesburgms.com in advance of meetings to make arrangements.

Published October 29, 2020



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, November 17, 2020

Re: Acknowledge receipt of a warranty deed for a portion of Forrest County Parcel No. 2-037D-14-172.00 (PPIN 022098) and further described in the attached deed for the Hall Avenue Improvements East project.
File Number: 2020-830
Minute Book #

Summary

Acknowledge receipt of a warranty deed for a portion of Forrest County Parcel No. 2-037D-14-172.00 (PPIN 022098) and further described in the attached deed for the Hall Avenue Improvements East project.

Recommendation Statement

I recommend approval of the attached item.

Please place this on the November 17, 2020 City Council meeting for consideration.

Prepared by:

City of Hattiesburg
Engineering Department
Post Office Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4540

Return to:

City of Hattiesburg
Engineering Department
Post Office Box 1898
Hattiesburg MS 39403-1898
(601) 545-4540

INDEXING INSTRUCTIONS:

**A parcel of land being part of Lot 13 of Block 6
of McInnis, Mitchell & Longre Subdivision, City
of Hattiesburg, Forrest County, Mississippi**

**STATE OF MISSISSIPPI
COUNTY OF FORREST**

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars, (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, that I,

**RUSSELL JENNINGS
810 S. Tipton Street
Hattiesburg, MS 39401
Phone: 601-297-9652**

Grantor, does hereby grant, bargain, sell, convey and warrant unto the

**CITY OF HATTIESBURG, MISSISSIPPI
200 Forrest Street
Post Office Box 1898
Hattiesburg, MS 39403-1898
Telephone (601) 545-4540**

Grantee, the following described property lying and being situated in Hattiesburg, Forrest County, Mississippi, and more particularly described on Exhibit A attached hereto:

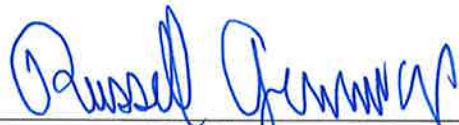
(SEE EXHIBIT "A")

Said property is not a part of the homestead of the grantor.

The Property is conveyed subject to all easements, roadways, servitudes, restrictive covenants and oil, gas and other mineral reservations, exceptions, conveyances, leases and other matters of record.

It is further understood and agreed that this instrument constitutes the entire agreement between the Grantor and the Grantee, there being no oral agreements or representations of any kind.

WITNESS MY SIGNATURE on this 9th day of November, 2020.



RUSSELL JENNINGS

STATE OF Mississippi
COUNTY OF Forrest

Personally appeared before me, the undersigned authority in and for the said county and state, on this 9th day of November, 2020, within my jurisdiction, the within named, **RUSSELL JENNINGS**, who acknowledged that he executed the above and foregoing instrument.



NOTARY PUBLIC

My commission expires: 6/18/23



EXHIBIT "A"

LEGAL DESCRIPTION

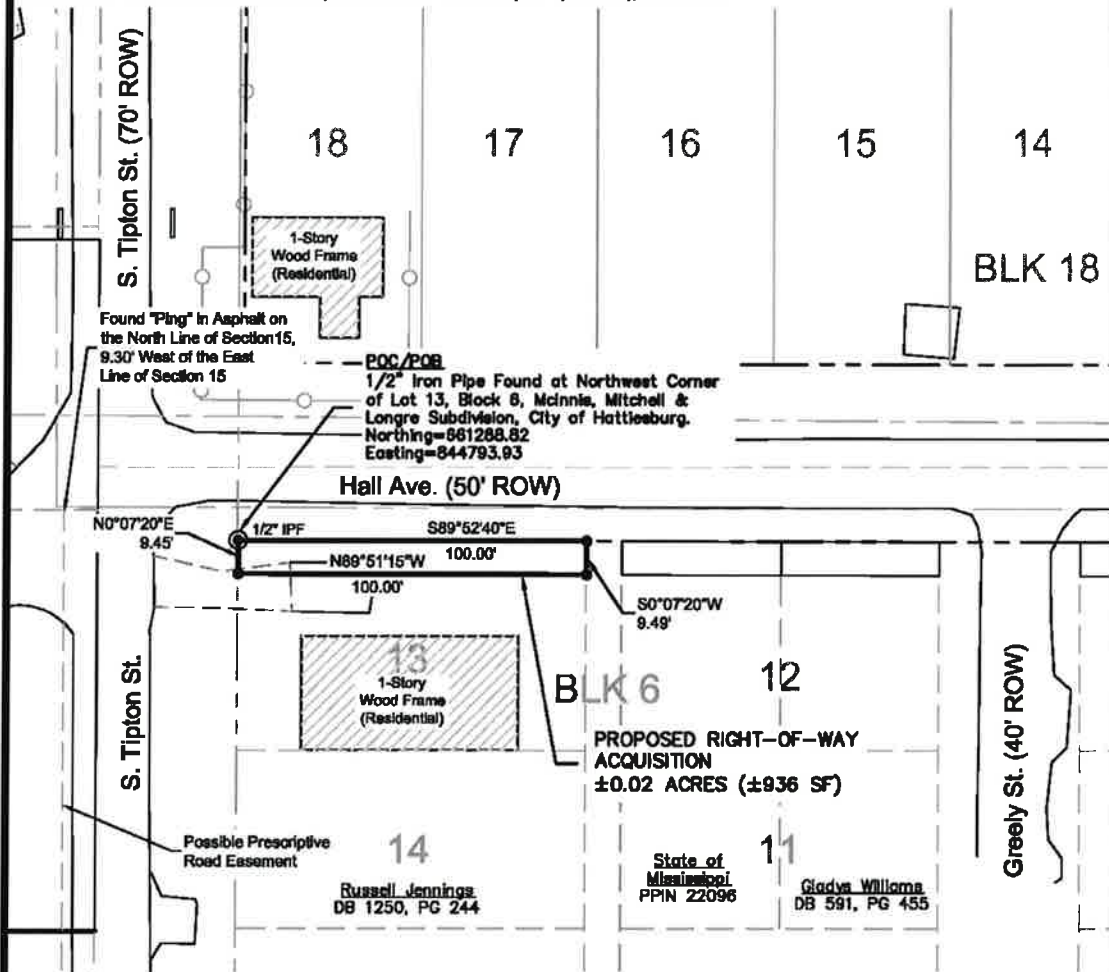
A parcel of land being part of Lot 13 of Block 6 of McInnis, Mitchell & Longre Subdivision, City of Hattiesburg, Forrest County, Mississippi, as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, being more particularly described as follows:

Commencing at a found ½" iron pipe at the Northwest Corner of Lot 13 of Block 6 of said McInnis, Mitchell & Longre Subdivision, City of Hattiesburg, Mississippi, said point also being the POINT OF BEGINNING; thence run and along the southern right-of-way boundary of Hall Avenue South 89 degrees 52 minutes 40 seconds East for a distance of 100.00 feet to Northeast Corner of said Lot 13 of Block 6; thence leaving said southern right-of-way boundary run South 00 degrees 07 minutes 20 seconds West along the eastern boundary of said Lot 13 for a distance of 9.49 feet; thence leaving said eastern boundary run, North 89 degrees 51 minutes 15 seconds West for a distance of 100.00 feet to a point on the eastern right-of-way boundary of South Tipton Street; thence run and along said eastern right-of-way boundary North 00 degrees 07 minutes 20 seconds East for a distance of 9.45 feet back to the POINT OF BEGINNING. Said parcel contains 0.02 acres (948 square feet), more or less.

Russell Jennings - ±0.02 Ac.

LEGAL DESCRIPTION (Proposed Right-of-Way Acquisition)

A parcel of land being part of Lot 13 of Block 6 of McInnis, Mitchell & Longre Subdivision, City of Hattiesburg, Forrest County, Mississippi, as per map or plat thereof on file in the office of Chancery Clerk of Forrest County, Mississippi, being more particularly described as follows: Commencing at a found 1/2" iron pipe at the Northwest Corner of Lot 13 of Block 6 of Said McInnis, Mitchell & Longre Subdivision, City of Hattiesburg, Mississippi, said point also being the Point of Beginning; thence run and along the southern right-of-way boundary of Hall Avenue South 89 degrees 52 minutes 40 seconds East for a distance of 100.00 feet to Northeast Corner of Said Lot 13 of Block 6; thence leaving said southern right-of-way boundary run South 00 degrees 07 minutes 20 seconds West along the eastern boundary of said Lot 13 for a distance of 9.49 feet; thence leaving said eastern boundary run, North 89 degrees 51 minutes 15 seconds West for a distance of 100.00 feet to a point on the eastern right-of-way boundary of South Tipton Street; thence run and along said eastern right-of-way boundary North 00 degrees 07 minutes 20 seconds East for a distance of 9.45 feet back to the POINT OF BEGINNING. Said parcel contains 0.02 acres (948 square feet), more or less.



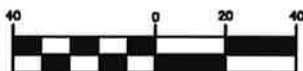
NO TITLE REPORT PROVIDED



LEGEND:

PROPOSED RIGHT-OF-WAY
BOOK
PAGE
FOUND CRIMP-TOP PIPE
FOUND METAL PIPE
FOUND IRON ROD
FOUND IRON REBAR
POINT OF BEGINNING
POINT OF COMMENCEMENT
UTILITY POLE
MONUMENT FOUND

GRAPHIC SCALE



(IN FEET)

1 inch = 40 ft.

NOTES:

1. Class "B" Survey.
2. No Additional Record Search for Easements was Conducted.
3. Date of Field Survey: Nov. 5, 2019.
4. Orientation is based on GPS observation, Grid North, as referenced to MS State Plane Coordinate System, East Zone.
5. Location of existing subdivision lines based upon monuments from on the interior of McInnis, Mitchell, & Longre Subdivision.

STATE PLANE DATA

State Plane Zone: MS East-2301
Datum: NAD 1983
Combined Factor: 0.99997228
Convergence Angle: -0° 13' 55.65"
Reference Point: Northwest Corner of Lot 13, Block 6

REFERENCE MATERIAL:

1. McInnis, Mitchell, & Longre Subdivision Plat in the City of Hattiesburg
2. Forrest County Tax Maps
3. Quitclaim Deed Bk 1250, PG 244
4. Quitclaim Deed Bk 455, PG 591
5. Tax Deed Bk 641, PG 258



PRELIMINARY - PINS NOT SET

Clearpoint
CONSULTING ENGINEERS, P.A.

6652 US Highway 98 | Hattiesburg, MS 39402
t 601.261.2609 | f 601.261.5573 | clearpointengineers.com



PREPARED FOR **Right-of-Way Survey**

Russell Jennings
PPIN: 22096

CCE NO: 76242036

SCALE: 1" = 40'

DATE: 11/30/2019

CHECKED: RTB

DRAWN: JCR

SHEET 1 OF 1



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Armendia Esters, Division Manager/MPO

Date: Tuesday, November 17, 2020

Re: Acknowledge the final draft of the Title VI Plan for Hub City Transit as submitted to the Federal Transit Administration (FTA).
File Number: 2020-801
Minute Book #

Summary

Acknowledge receipt of a draft update to the Title VI Plan for Hub City Transit; approve a public comment period from December 19, 2019 to January 20, 2020, and authorize publication of the same.

Recommendation Statement

I recommend the acknowledgement of the draft update to the Title VI Plan for Hub City Transit.

Please place this on the November 17, 2020 City Council meeting for consideration.

Hub City Transit

Title VI & LEP Plan

2020

Prepared for:



By



**Hattiesburg-Petal-Forrest-Lamar
Metropolitan Planning Organization**
*Hattiesburg City Hall * P.O. Box 1898 *
Hattiesburg, MS 39403-1898*

Notation of Financial Assistance:

This document was prepared and published by the Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization (MPO), in cooperation with or with financial assistance from the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA), the Federal Highway Administration (FHWA) and the Mississippi Department of Transportation (MDOT). Assistance notwithstanding, the contents of this document do not necessarily reflect the official view or policies of the funding agencies. It was prepared as tasked in the Hattiesburg-Petal-Forrest-Lamar MPO's FY 2020-2023 Unified Planning Work Program Task 6.0.

Non-Discrimination Notification:

The City of Hattiesburg prohibits discrimination in all of its programs, services and activities. Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability, or other protected status. Persons who require assistance under the Americans with Disabilities Act should contact the MPO at least five (5) business days prior to any scheduled meeting, event or the end of a public review and comment period. Contact Armendia Esters at 601-554-1008 or by email to mpo@hattiesburgms.com with any requests, questions or comments.

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INTRODUCTION

The major goal of the Title VI, LEP and Service Standards Plan is to provide a framework for evaluation of transit services as HCT's markets, customer expectations, and resources change over time. HCT must be responsive to these changes in order to retain current customers and sustain ridership growth. Balancing customer expectations, quality service and budget constraints is a difficult challenge. The HCT's mission is to deliver efficient, accessible and quality transit services that link people, jobs, and communities. The service standards discussed in this Plan lay out a framework for achieving this mission.

Based on FTA Circular C 4702.1B TITLE VI REQUIREMENTS AND GUIDELINES FOR FEDERAL TRANSIT ADMINISTRATION RECIPIENTS including the Appendix C to 49 CFR part 21 referenced therein, which states "No person or group of persons shall be discriminated against with regard to the routing, scheduling, or quality of service of transportation service furnished as a part of the project on the basis of race, color, or national origin. Frequency of service, age and quality of vehicles assigned to routes, quality of stations serving different routes, and location of routes may not be determined on the basis of race, color, or national origin", HCT sets and adopts system-wide service standards and service policies to ensure service design and operations practices do not result in discrimination on the basis of race, color, or national origin.

Transit Service Profile

HCT's legislatively authorized operating area consists of the City of Hattiesburg.

Fixed Route Public Transportation

HCT offers routes which provide service in Hattiesburg. Service is also offered during community events. Reasonable walking distance can vary for different areas depending on topography, sense of safety, and other factors along a street and neighborhood. It is generally understood that most people will walk from 5 to 15 minutes (1/4 mile to 1/2 mile) to get to or from a transit station stop. This industry standard is referenced in FHWA's "Pedestrian Safety Guide for Transit Agencies". For purposes of planning and service evaluation, HCT uses a defined service area to identify the area from which most transit users will access the system by foot. The definition of a transit service area is needed to evaluate service by identifying gaps and redundancies in service. Redundancy occurs when the same parcel is served by multiple routes leading to the same destination. Gaps occur in areas where a transit route is not reasonably reachable by foot.

HCT Fixed Route Service Area: 1/4 mile (1320 ft.)

Bicycle Access

Every bus on the fixed route system is equipped to accommodate up to two bicycles on an easy to use front rack. The integration of bicycles and transit enables transit users to access transit reasonably at farther distances.

Of course in order to provide safe access to transit by bike, the community must have a system of roadway suitable for bicycle travel that include adequate signage, paved shoulders, bike lanes and separated paths.

Although the transit service area used by HCT is based on reasonable distances to transit by foot, for planning and evaluation purposes it is worth considering the impacts of a desirable biking distance to access transit. As referenced in Mineta Transportation Institute's "Bicycling Access and Egress to Transit" guide in 2011, most people prefer to ride their bike between 1.2 and 1.9 miles to transit.

HCT Biking Service Area:... 1.5 miles

ADA Paratransit Service

As referenced in 49CFR37.121, since HCT is operating a fixed route system, HCT shall provide Paratransit or other special service to individuals with disabilities that is comparable to the service provided to individuals without disabilities who use the fixed route system. This paratransit service shall provide the service to the ADA paratransit eligible individuals to origins and destinations within 3/4 of a mile of each fixed route. You must make an appointment to ride ADA Paratransit. Service requests are taken Monday - Friday from 8am to 5pm at the HCT offices. Requests can be made up to two weeks in advance. The same eligibility requirements exist for ADA services.

HCT ADA Paratransit Service Area: 3/4 of a mile

Emergency Conditions

Service is offered during Emergency weather conditions and severe Cold Weather conditions. This service is provided to residents of Hattiesburg in partnership with the Forrest County Emergency Management Agency. The service is available to all citizens including seniors, disabled and people with pets, transporting residents to designated emergency shelters. This service is activated when the shelters are opened due to extreme weather conditions. Citizens can contact Forrest County Emergency Management.

HCT offers the following fare structure to the general public:

Fare Classification	Amount
Regular Adult Fare (Single Ride) and Transfers	\$.50
With Medicare Card	\$.25
Senior Citizens (60 and Older)	
With HCT ID Card or	\$.25
Red, White & Blue Medicare Card	
Students	
Public School Student (w/ID)	\$.25
USM Students, Faculty & Staff (w/ID)	FREE
Children	
Children Ages 6 and Under	FREE
Disabled	
Disabled (w/HCT ID)	\$.25
ADA/Paratransit	\$.50

HCT Facilities

Hub City Transit (HCT) operates and maintains two types of facilities that support the transit service which are presented below:

Facility	Type	Description
Hattiesburg Intermodal Facility	Transfer Hub	Parking areas, public restroom
Operations Facility	Administration	Offices and bus maintenance shop

HCT will complete a Title VI equity analysis during the planning stage with regard to where a facility is located or sited to ensure the location is selected without regard to race, color, or national origin. HCT will engage in outreach to persons potentially impacted by the siting of facilities. The Title VI equity analysis must compare the equity impacts of various siting alternatives, and the analysis must occur before the selection of the preferred site. When evaluating locations of facilities, HCT should give attention to other facilities with similar impacts in the area to determine if any cumulative adverse impacts might result. Analysis should be done at the Census tract or block group where appropriate to ensure that proper perspective is given to localized impacts. If HCT determines that the location of the project will result in a disparate impact on the basis of race, color, or national origin, they may only locate the project in that location if there is a substantial legitimate justification for locating the project there, and where there are no alternative locations that would have a less disparate impact on the basis of race, color, or national origin. HCT will show how both tests are met; it is important to understand that in order to make this showing, the recipient must consider and analyze alternatives to determine whether those alternatives would have less of a disparate impact on the basis of race, color, or national origin, and then implement the least discriminatory alternative.

Planning Documents

Title VI Plan

Hub City Transit (HCT) will undertake a full update to the Title VI Plan every 3 years. This process will include a review and update to general information and services offered, updates with available data for demographic analysis of user populations and groups and review and updates to the agency's system-wide service standards. The process of completing this review and update will follow all procedures and guidelines provided by the Federal Transit Administration, US Department of Transportation. Notice of the full update to the Title VI Plan will be made to the public and will be accompanied by a defined period for review and comment.

Transportation Improvement Plan

The Transportation Improvement Plan (TIP) is the source for identifying the types of transit projects planned for implementation which will be included within the MPO's Transportation Improvement Program (TIP). The TIP is updated every four years in connection with updates to the region's Long Range Transportation Plan (MTP).

The Metropolitan Planning Organization (MPO) will develop a Transportation Improvement Plan (TIP) which is a list of upcoming transportation projects covering a period of at least four years.

The TIP must be developed in cooperation with the Mississippi Department of Transportation (MDOT) and HCT as the City of Hattiesburg urban public transit provider. The TIP should include all regionally significant capital and non-capital projects receiving FHWA or FTA funds.

HCT Planning Document Change Descriptions	
FULL UPDATE	• Required document update
AMENDMENT	• Addition or deletion of a project • Major changes scope • Change in system service standard measure or threshold • Financial changes in a project's programmed amount of federal funds greater than 20% of the original cost
MODIFICATION	• Correcting obvious minor data entry errors • Splitting or combining projects without modifying the original project design, concept and scope or creating project segmentation • Changing or clarifying elements of a project description. This change would not alter the original project design, concept and scope. It also must be consistent with the approved environmental document. • Moving a project from one federal funding category to another federal category • Moving a project from federal funding to state funding • Shifting the schedule of a project or phase within the years covered by the TIP • Updating project cost estimates (within the original project scope and intent) not • to exceed greater than 20% of the original cost estimate • Moving any identified project phase programmed for previous year into a new TIP (rollover provision) • Adding an additional agency to a group • Adding projects with grouped projects within the TIP, provided fiscal constrain is maintained • Removing a project reported as obligated or completed • Redemonstration of fiscal constrain is not required

SYSTEM-WIDE SERVICE STANDARDS & POLICIES

In order to comply with 49 CFR Section 21.5(b) (2) and (7), Appendix C to 49 CFR part 21, HCT has set system-wide service standards used to guard against discriminatory service design or operations decisions.

Vehicle Load

Based upon load factors currently experienced by HCT, a maximum load factor of 1.1 of the seated capacity has been established. During peak periods, if a route exceeds the maximum load factor for a period of one week, additional service or larger equipment will be implemented as soon as possible. The seated capacities for buses currently in service are as follows:

Route Used	Bus Make	Seated Capacity
Route - Blue	GILLIG	26 or 23 plus 1 wheelchair or 20 plus 2 wheelchairs
Route - Blue	FORD	20 or 16 plus 2 wheelchairs
Route - Orange	FORD	20 or 16 plus 2 wheelchairs
Route - Brown	FORD	20 or 16 plus 2 wheelchairs
Route - Purple	GMC	20 or 16 plus 2 wheelchairs
Route - Green	FORD	20 or 16 plus 2 wheelchairs
Route - Red	FORD	20 or 16 plus 2 wheelchairs
Route - Gold	FORD	20 or 16 plus 2 wheelchairs
Route - Gold	FORD	20 or 16 plus 2 wheelchairs

Vehicle Headway

Frequency of service for HCT's fixed routes ranges from 15 minutes to 60 minutes depending on route class, location and ability to navigate local traffic conditions and return to the designated HCT transit centers in Hattiesburg. Headways are capped at 60 minutes for all fixed routes, as it has been HCT's experience that this is the longest time possible to run transit routes in the region, address obstacles created by local vehicular traffic and still accommodate potential passengers with a baseline of service. Each system route must be able to start and finish at one of the existing HCT transit centers within this time or within a multiple of 15 minutes (30, 45, 60 minutes) in order to maximize the ability of passengers on these buses to transfer through the transit center to other routes in the network.

On-Time Performance

Maintaining good on-time performance is very important to HCT's system because of the high percentage of its customers making transfers at transfer points. On-time performance is tracked by performance reports that consider on-time performance to all HCT stops including mid- route stops and HCT hubs. HCT field supervisors also regularly monitor on-time performance and counsels drivers who consistently fail to meet on-time performance standards that are within their control. Discussions with drivers are also used to identify vehicle scheduling and routing issues which are corrected through the annual NTD Report.

Guidelines to help evaluate HCT fixed route on-time performance include:

- 85 percent of bus trips on each route should depart HCT transit centers not more than three minutes late and never early.
- 85 percent of bus trips on each route should arrive at the HCT transit centers not more than five minutes late.
- 85 percent of bus trips on each route should reach each mid-route scheduled time point not more than five minutes late.

Service Availability

The current fixed route transit system services are offered primarily within the City of Hattiesburg. As funding becomes available or opportunities to shuffle services come about, priority should be given to provide service areas of dense population currently not serviced by fixed route transit. Factors which influence the assignment of route location include the availability of local funding, the route miles and number of anticipated stops and layovers, areas of dense population, as well as the presence of potential trip demand generators either for employment or receipt of services.

Direct Travel

HCT bus routes are designed to operate as directly as possible, using major arterial streets. Route deviations bring service closer to a trip generator, reducing walk access travel time for customers to/from the generator, which makes the route desirable to new customers. The deviation, however, imposes a burden on customers who are not boarding from the generator. When making the decision to deviate from the route to service a generator, the number of new customers that should be expected must be weighed against the potential losses to travel time and on-time performance of the existing route.

Underperforming Routes

Productive fixed route service is very important to HCT. It is recommended that all HCT routes operate above a minimum productivity threshold. This threshold is used to identify routes that are underperforming as well as being instrumental in evaluating new routes. In the case of existing services, the standards are used to identify any underperforming routes that fall below the minimum productivity thresholds. These routes may be subject to route reconfiguration or elimination. The ultimate alternative for existing underperforming routes is the reinvestment of those resources into stronger transit markets. The standards are also used as a basis for any recommendations for new service.

Bus Stop Spacing

There is an important balance to be found when determining the distance between stops. More closely spaced stops provide customers with more convenient access with a shorter walk to the nearest bus stop.

However, the more stops result in a longer ride for customers if demand for boarding and alighting is more often because of the number of times it takes the bus to decelerate, come to a complete stop and then accelerate and re-enter traffic. To maintain operating speeds, HCT bus stops should normally not be placed closer than ¼ mile (1320 feet) apart and no further than ½ mile (2640 feet) apart. Population densities of 2500 persons per square mile or more are used to indicate areas where spacing should be ¼ mile. Employment and other high use transit generators also influence the general distribution and precise placement of bus stops.

Bus Stop Location

Far-side bus stops are preferable wherever reasonable. A bus stop placed after an intersection allows the bus to go through the intersection before stopping for passenger boarding and alighting. This allows the bus to reenter traffic in gaps created by traffic signals at the intersection. Bus stops located on the far side of intersections encourage pedestrians to cross behind the bus, which improves safety. HCT's policy is when a far-side stop is used, there must be 50 to 60 feet between the rear of the bus and the corner of the intersection measured from a point where the curb or edge of pavement line for the intersecting roadways meet.

Near-side bus stops are located before an intersection. The benefit of these stops is that passengers can load and unload during a red light however, the dwell time for boarding and alighting may result in the bus sitting through an extra light cycle which has an impact on the route's travel time. Near-side stops also have a conflict with right turning traffic, which should be considered. HCT's policy is when providing for a nearside stop, it is preferred to maintain 50 to 60 feet between the front of the bus and the corner of the intersection measured from a point where the curb or edge of pavement line for the intersecting roadways meet.

In addition, variations may be applied to locating stops on state highways because bus stops cannot be located on a state highway unless a turning lane or other pull over lane is available. Variations can also be made when it is determined that such are in the best interest of pedestrian safety.

Distribution of Transit Amenities

Transit amenities refer to items of comfort and convenience available to the general riding public. They are distributed on a system-wide basis. These items include, but are not limited to, benches, shelters, route maps, timetables, and trash receptacles along bus routes as well as transit centers. The location of transit amenities is determined by factors such as ridership, access to right-of-way, individual requests, and staff recommendations. Transit centers facilities are used at route termini and transfer point locations. These facilities provide added comfort for passengers seeking to access the transit system.

Vehicle Assignment

HCT bases its vehicle assignments on a combination of passenger volume and operating environment. All transit bus class vehicles operating in fixed route service are lift equipped, air conditioned and have padded seats (vinyl or cloth). Each vehicle carries stations for wheelchair passengers. Some include jump seats which can convert these areas to additional seating areas for passengers. All have grab bars to accommodate standees.

Fixed Route Vehicle Assignment

GILLIG low floor buses, are used on routes with a higher passenger volume operating in areas considered more urban and densely developed. Smaller buses are used on routes with less demand and/or where the street network is more complex.

Deviations in these assignments may be made in response to changes in vehicle load patterns or under emergency conditions/situations.

GILLIG	Route - Blue
Ford	Route - Blue
Ford	Route - Orange
Ford	Route - Brown
Ford	Route - Gold
Ford	Route - Green
Ford	Route - Red
GMC	Route - Purple

SERVICE REVIEW PLAN

The Service Review Plan, which takes place annually, provides for a general evaluation of all transit services considering changes in the local environment (funding, population, development). The Plan identifies new transit services or significant changes to existing services for the following year.

The Plan identifies changes that are designed to achieve specific service goals and opportunities for service expansion and improvement. The Service Review Plan provides a process with which to measure and evaluate system performance on a year-to-year basis. When planning for transit service expansion or reduction, an evaluation process should be followed to determine if service reduction or expansion is warranted. The evaluation process guidelines considered will include but are not limited to:

- Local funding availability from the entity where the service is located
- Service or portion of the service is not performing to an acceptable ridership level
- Unserved areas which are identified as transit-supportive based on population density
- New or unserved trip generators including employment centers, shopping, educational facilities, medical institutions, government/community facilities and tourist attractions
- Travel time adjustments to improve failing on-time performance
- Consider opportunities for headway reduction
- Consider impacts on those areas served created by a reduction or loss of service
- Consider the role the route may play in connecting to the larger transit network. Important transfer points and mobility routes should be given additional review
- Consider existing duplication in services from the overlap of service areas from two or more routes

HCT will make all attempts to reduce the negative impacts on transit-reliant customers and will only implement the service change if they can demonstrate substantial justification for the proposed service change and show there are no feasible alternatives that would have less impact on riders but would also still accomplish their goals.

Route Changes

Anytime route changes or adjustments are proposed, HCT performs an analysis to determine the impacts that would result from changes. HCT wants to evaluate and consider impacts to minority customers, low-income customers and overall ridership. As written in FTA Circular 4702.1B, the requirement to formally evaluate service and fare changes applies to fixed route providers with 50+ vehicles. HCT does not meet that criteria. However, HCT is still responsible for complying with the DOT Title VI regulations which prohibit disparate impact discrimination. Though low-income populations are not a protected class under Title VI, HCT recognizes the inherent overlap of environmental justice principles in this area, and because it is important to evaluate the impacts of service and fare changes on passengers who are transit-dependent, FTA requires transit providers to evaluate proposed service and fare changes to determine whether low-income populations will bear a disproportionate burden of the proposed changes.

Type of Change

HCT shall analyze adverse effects related to changes in transit service. The adverse effect is measured by the change between the existing and proposed service levels that would be deemed significant. HCT shall consider the degree of adverse effects, and analyze those effects, when planning their service changes. A service change will be presented as a numerical standard, such as a change that affects “x” percent of the service area of the route or “x” percent of the revenue miles. HCT will begin by determining if the proposed service change is considered “major” or “minor” based on the table below. This will dictate the level of public involvement and outreach that will be required to implement the changes as indicated on the table below.

MAJOR CHANGE	• Adding a new service route (25% or greater) • Revenue route miles reduction to a route (25% or greater) • Service area reduction to a route (25% or greater) • Span of service changes to a route (25% or greater) • All system fare increases • System wide changes to process and/or standards • Route elimination • All headway changes
MINOR CHANGE	• Revenue route miles reduction to a route (less than 25%) • Service area reduction to a route (less than 25%) • Span of service changes to a route (less than 25%) • Administrative changes to service standards • Load factor changes • Vehicle type change

**Temporary addition of service or demonstration projects that last less than 12 months are exempt from these requirements.*

Customer Impact Analysis

HCT will define and analyze adverse effects related to changes in transit service to all types of changes. Changes in service that have an adverse effect on overall ridership, a disparate impact to minority populations or a disproportionate burden on low-income populations from reductions in service will be considered. Elimination of a route or reduction of revenue miles will generally have a greater adverse impact than a change in headways. Additions to service may also result in disparate impacts, especially if they come at the expense of reductions in service on other routes. HCT shall consider the degree of adverse effects, and analyze those effects, when planning their service changes. The typical measure to determine the customer impact is an analysis of the persons who are likely to be adversely affected by the change and the proportion of persons in protected classes who are likely to be adversely affected. There are two comparison methods described below.

- Census block data. HCT will analyze the cumulative impacts of each type of service change on minority populations and low-income populations in its service area. The analysis is based on block-level Census demographic data and therefore does not represent ridership directly. The affected population is the Census blocks within the route's one-quarter mile service area. HCT's ultimate determination of disparate impact on minority riders or disproportionate burden on low-income riders would depend on analyzing the ridership data along the affected route.
- Ridership data. HCT collects ridership data that when incorporated into GIS maps shows number of bus boardings for each stop location. Using this data HCT can foresee the impact to a stop from proposed service changes. This data is used to evaluate impacts to HCT's overall ridership as well as impacts to stops in minority or low-income areas.

PUBLIC PARTICIPATION

Public participation is a critical component of the transportation planning process. HCT uses a documented participation plan that defines a process for providing citizens, affected public agencies, private providers of transportation, representatives of users of public transportation, vulnerable populations, and other interested parties with reasonable opportunities to be involved in the planning process.

The Hub City Transit (HCT) closely follows the public participation plan used by (HPFL), the Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization. HCT works in partnership with the MPO staff to meet all public engagement and outreach requirements. HCT refers to the MPO's Public Participation Plan (PPP) for specific engagement strategies.

Policy Committee

The HCT will present information and/or changes to operations or service to the Policy Committee of HPFL.

Public Review Period

A notice will be published announcing a public comment period related to any proposed major service changes which will contain a summary of information and/or proposed changes to operations or service for review and comment. Notice of the review period, as well as the locations where information will be made available for public review will be placed in local newspapers, the HCT's website, the MPO's website, HCT transit facilities and in all HCT transit vehicles.

Comments received as a result of the notice will be accepted by mail, email, or in the MPO office until the end of the review period.

Concurrent with the notice of public review is notification of the same to key stakeholder groups and agencies located in the HCT service area, as well as the Mississippi Department of Transportation's Public Transit Division and the Federal Transit Administration Region IV office in Atlanta, GA. This notice includes a description of the purpose, summary of information for review and comment, review locations and methods for submitting comments.

Public Meetings

In order to provide meaningful opportunities for members of the community to participate in the transit planning process, HCT hosts public meetings to share information and to gather public feedback on proposals. As required, concurrent with the notice of public review is notification of public meetings hosted by HCT staff. These are formal meetings that are specifically used as an outreach effort to present to the public a summary of information and/or changes to operations or service for comment. Notice of the public meetings will be placed in local newspaper, HCT's website, the MPO's website, HCT transit facilities, HCT transit vehicles and in any community requiring targeted outreach.

Informational Meetings

As needed, HCT will host informational meetings to provide customers with material about HCT service. These meetings are informal, with the purpose of informing HCT customers and other interested parties of system changes, upgrades, new services, document modifications, etc. These meetings will be advertised in HCT transit facilities and in all HCT transit vehicles.

Targeted Outreach

In order to seek out and consider the needs and input of those traditionally underserved by existing transportation systems, such as minority, low-income and LEP persons, who may face challenges accessing employment and other services, targeted outreach is used as needed.

Targeted outreach is triggered when, through staff analysis, one or more of the affected low-income, minority or LEP areas will be directly impacted by a proposed change or update.

Specific targeted outreach efforts will vary. Strategies to be implemented will be determined on a case-by-case basis, as every community is unique and the most effective method(s) of outreach will vary widely. Some examples of targeted effort include partnering with a local elected official or faith-based organization to inform the community about the proposed action, it could mean that an additional public meeting will be scheduled and held within that immediate community, it may require setting up a table at an event, building or in a city center to talk with people in the community, door-to-door surveys could be conducted and fliers and notices in appropriate languages may be posted broadly within the affected area. Typically a combination of several strategies will be employed to ensure meaningful access and participation opportunities are being provided.

As needed, other vulnerable populations may also receive some targeted outreach. Although not automatically initiated as part of the Customer Impact Analysis, other groups like the disabled, elderly and young, may be greatly affected by a proposed action, whether positive or negative. As HCT becomes aware of this potential impact, they'll develop an outreach strategy to specifically engage those additional individuals in the planning process.

Public Comment Report

All of the public comments gathered as a result of outreach efforts are compiled into a summary report. HCT and MPO staff will consider all public comments and provide necessary responses to comments, and alternate actions or changes as a result of public comments will be documented. Copies of all comments received will be considered and presented to the Policy Committee for review.

Transit System Changes Public Review	
MAJOR CHANGE	• Policy Committee review • 30-day public comment period • Public meeting • Targeted outreach to affected low-income, minority and LEP areas as changes warrant • Targeted outreach to other vulnerable populations as changes warrant • Customer Impact Analysis
MINOR CHANGE	• Policy Committee review • Informational meeting • Customer Impact Analysis
Planning Documents Public Review	
FULL UPDATE	• Policy Committee approval • 30-day public comment period • Public meeting/open-house • Public comment report • Public meeting notice on the agency's website concurrent with newspaper notices
AMENDMENTS	• 10-day comment period • Review period notice on the agency's website concurrent with newspaper notices
MODIFICATIONS	• None

Recent Route Changes and Outreach Efforts

The following route changes and outreach efforts were performed since HCT's last Title VI Plan Update in 2016.

Hattiesburg, Mississippi - The City of Hattiesburg held three public hearing regarding additional Hub City Transit routes. The hearings served as a forum for public comment and review of a new Route to connect areas in the vicinity of the University of Southern Mississippi to the city's existing Network of transit routes and other route updates to be independent at the same time.

The public hearings were scheduled for Tuesday, November 14, 2017, at 6 p.m. on the campus of Southern Mississippi at the Liberal Art Building; Tuesday, November 28, 2017, at 6 p.m. on the campus of Southern Mississippi at the Thad Cochran Center; and Wednesday, November 29 at 6 p.m. at Brewsky's

"The prior administration and council did a great job of connecting more neighborhoods to the Hub City Transit network," said Mayor Toby Barker. "This new route will help us continue that momentum by truly Connecting Southern Mississippi to the City Of Hattiesburg. These public forums will allow us to gather Feedback over the proposed route and make changes that will benefit all moving forward."

TITLE VI COMPLAINTS

HCT is required to provide a specified procedure for acceptance of Title VI complaints related to providing programs, services, and benefits. The complaint process, procedure and complaint form are presented in this section. Electronic copies are available on the HCT website www.hattiesburg.com/hct. The complaint process and contact information is included in HCT's Rider's Guides and posted on the HCT website, HCT facilities and main office.

Past Title VI complaints

None

Title VI Statement of Policy

Hub City Transit (HCT), a federal grant recipient, is required by the Federal Transit Administration

(FTA) to conform with Title VI of the Civil Rights Act of 1964 and its amendments. Title VI of the Civil Rights Act of 1964 requires that no person in the United States, shall, on the grounds of race,

color or national origin, be excluded from, be denied the benefits of, or be subjected to discrimination, under any program or activity receiving federal financial assistance. Presidential Executive Order 12898 addresses environmental justice in minority and low income populations. Presidential Executive Order 13166 addresses services to those individuals with Limited English proficiency. The rights of women, the elderly and the disabled are protected under related statutes. These Presidential Executive Orders and the related statutes fall under the umbrella of Title VI.

HCT is committed to enforcing the provisions of Title VI and protecting the rights and opportunities of all persons associated with HCT or affected by its programs. This commitment includes vigorously enforcing all applicable laws and regulations that affect HCT and those organizations both public and private, which participate and benefit through HCT's programs. HCT will take positive and realistic affirmative steps to ensure that all persons and/or firms wishing to participate in its programs are given an equal and equitable chance to participate. All sub-recipients and contractors are required to prevent discrimination and ensure nondiscrimination in all of their programs, activities and services.

MPO's Executive Director is responsible for providing leadership, direction and policy to ensure compliance with Title VI of the 1964 Civil Rights Act. Any person(s) or firm(s) who feels that they have been discriminated against are encouraged to report such violations to:

City of Hattiesburg
MPO Executive Director
200 Forrest Street
Hattiesburg, MS 39401

Title VI Complaint Procedures

This procedure outlines the Title VI complaint procedures related to providing programs, services, and benefits. It does not deny the complainant the right to file formal complaints with the Secretary of the US Department of Transportation, Equal Employment Opportunity Commission (EEOC), Federal Highway Administration (FHWA), Federal Transit Administration (FTA), or to seek private counsel for complaints alleging discrimination, intimidation, or retaliation of any kind that is prohibited by law.

1. Any person who believes that they have been subjected to discrimination may file a written complaint with Hub City Transit (HCT). Complaints should be filed within 180 calendar days of the alleged incident.
2. The complainant may download the complaint form from the HCT website www.hattiesburg.com/hct) or request the complaint form from the Executive Director. The complainant may also submit a written statement that contains all of the information identified in Section 3 a through f
3. The complaint will include the following information:
 - a. Name, address, and telephone number of the complainant.
 - b. The basis of the complaint i.e., race, color, national origin, sex, elderly or disabled.
 - c. The date or dates on which the alleged discriminatory event or events occurred.
 - d. The nature of the incident that led the complainant to feel discrimination was a factor.
 - e. Names, addresses, and telephone numbers of persons who may have knowledge of the event.
 - f. Other agencies or courts where complaint may have been filed and a contact name.
 - g. Complainant's signature and date.
 - h. If the complainant is unable to write a complaint, MPO staff will assist the complainant.
 - i. The complaint may be sent or faxed to the following address:
MPO DIVISION, 200 Forrest Street, Hattiesburg, MS 39401
(601) 545-6259
 - j. The complaint may be sent via email to: mpo@hattiesburgms.com.

4. The complainant also has the right to file a Title VI claim with the US Department of Transportation, Federal Transit Administration, Office of Civil Rights, Region IV. 230 Peachtree, NW, Suite 800, Atlanta, GA 30303, within the 180 day timeframe.
5. MPO will begin an investigation within fifteen (15) working days of receipt of a complaint.
6. MPO will contact the complainant in writing no later than thirty (30) working days after receipt of complaint for additional information, if needed to investigate the complaint. If the complainant fails to provide the requested information in a timely basis, HCT may administratively close the complaint.
7. MPO will use its best effort to complete the investigation of Title VI complaints within ninety (90) days of receipt of the complaint. A written investigation report will be prepared by the investigator. The report shall include a summary description of the incident, findings, and recommendation(s) for disposition.

TITLE VI Complaint Form – Hub City Transit

Individuals who believe they have been denied the benefits of, excluded from participation in, or subject to discrimination on the grounds of race, color, or national origin by a recipient of Federal Transit Administration (FTA) funding can file an administrative complaint under Title VI of the Civil Rights Act of 1964. Title VI of the Civil Rights Act of 1964 states “No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance”. This protection and same opportunity to file a complaint extends to the public through Executive Order 12898, “Federal Actions To Address Environmental Justice in Minority Populations and Low Income Populations,” and the Department of Transportation’s Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries.

Individuals may file a complaint by completing and submitting the following Title VI complaint form. Assistance is available upon request. Complaints must be signed and include contact information and should be delivered to MPO Division, 200 Forrest Street, Hattiesburg, MS 39401, or mailed to MPO Division P.O. Box 1898 Hattiesburg, MS 39403-1898. Alternatively, it can be emailed to mpo@hattiesburgms.com.

1. Complainant’s Name: _____
2. Address: _____
3. City: _____ State: _____ Zip: _____
4. Telephone No. (Home): _____ Cell: _____ Business: _____
5. Email Address: _____
6. TDD/Other: ☐ Large Print ☐ TDD
 ☐ Audio Tape ☐ Other
7. Are you filing this complaint on your own behalf? (*check the appropriate box*)
[] Yes (*go to question 8*) [] No
8. If No, please give us the following information on the person discriminated against:
Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone: _____ Email Address: _____
Relationship to Complainant: _____
Why filing for a third party? _____
Please confirm you have permission to file complaint: [] Yes [] No

9. I believe the discrimination I experienced was based on (check all that apply):

☐	Race
☐	Color
☐	National Origin

10. What date did the alleged discrimination take place? (month, day, year) : _____

11. In your own words, describe the alleged discrimination. Explain what happened and who was involved. Include name and contact information of the person(s) who discriminated against you (if known) or any witness information. Please attach additional sheets of paper if more space is required.

12. Have you previously filed a Title VI complaint with this agency? [] Yes [] No

13. Have you filed this complaint with any other federal, state or local agency, or with any federal or state court? (check appropriate box) [] Yes [] No

If answer is yes, check each box that applies:

☐	Federal Agency	☐	Local Agency (Other than Hub City Transit)
☐	Federal Court	☐	State Court
☐	State Agency	☐	Other: _____

Please provide contact person information for the agency or court you also filed the complaint with (attach more sheets if necessary):

Name/agency: _____

Contact person: _____

Title: _____ Telephone No.: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Date Complaint Filed: _____

14. Name of agency complaint is against: _____

Contact person: _____

Title: _____ Telephone No.: _____

You may attach any written materials or other information that you think is relevant to your complaint.

Signature and date required below.

Signature: _____ Date: _____

(Note: We cannot accept your complaint without a signature)

Please submit the form in person at the address below or mail to:

MPO Division
200 Forrest Street
Hattiesburg, MS 39401

MPO Division
P.O. Box 1898
Hattiesburg, MS 39403-1898

TÍTULO VI Formulario de queja – Hub City Transit

Las personas u organizaciones que creen que un beneficiario de los fondos de la Administración Federal de Tránsito (FTA) les han negado los beneficios, excluidos de la participación o sujetos a discriminación por motivos de raza, color u origen nacional pueden presentar una queja administrativa bajo Título VI de la Ley de Derechos Civiles de 1964. El Título VI de la Ley de Derechos Civiles de 1964 establece que "Ninguna persona en los Estados Unidos, por motivos de raza, color u origen nacional, será excluida de la participación, se le negará beneficios de, o estar sujeto a discriminación bajo cualquier programa o actividad que recibe asistencia federal".

Esta protección y la misma oportunidad de presentar una queja se extienden al público a través de la Orden Ejecutiva 12898, "Acciones federales para abordar la justicia ambiental en poblaciones minoritarias y poblaciones de bajos ingresos", y la Guía del Departamento de Transporte para destinatarios de servicios de idiomas especiales para personas con dominio limitado del inglés. (LEP) Beneficiarios.

Las personas y organizaciones pueden presentar una queja completando y presentando el siguiente formulario de queja del Título VI. La asistencia está disponible a pedido. Las quejas deben estar firmadas e incluir información de contacto y deben enviarse por correo o entregadas a: MPO Division, 200 Forrest Street, Hattiesburg, MS 39401 o MPO Division P.O. Box 1898, Hattiesburg, MS 39403-1898. Alternativamente, puede enviarse por correo electrónico a mpo@hattiesburgms.com

1. Nombre del demandante: _____

2. Dirección: _____

3. Ciudad: _____ Estado: _____ Código postal: _____

4. Número de teléfono (Inicio): _____ Celular: _____ Negocio: _____

5. Dirección de correo electrónico: _____

6. TDD / Otro:	☐ Letra grande	☐ TDD
	☐ Cinta de audio	☐ Other

7. ¿Está presentando esta queja en su propio nombre? (marque la casilla correspondiente)

[] Sí (pase a la pregunta 8) [] No

8. En caso negativo, indíquenos la siguiente información sobre la persona discriminada:

Nombre: _____

Dirección: _____

Ciudad: _____ Estado: _____ Código postal: _____

teléfono: _____ Dirección de correo electrónico: _____

Relación con el demandante: _____

¿Por qué solicitar un tercero?? _____

Confirme que tiene permiso para presentar una queja: [] Sí [] No

9. Creo que la discriminación que experimenté se basó en (marque todo lo que corresponda):

☐	Raza
☐	Color
☐	Origen

10. ¿En qué fecha tuvo lugar la supuesta discriminación? (mes día año): _____

11. En sus propias palabras, describa la supuesta discriminación. Explicar qué pasó y quién fue involucrado. Incluya el nombre y la información de contacto de la (s) persona (s) que lo discriminó (si conocido) o cualquier información de testigos. Adjunte hojas de papel adicionales si necesita más espacio.

12. ¿Ha presentado previamente una queja de Título VI con esta agencia? [☐] Sí [☐] No

13. ¿Ha presentado esta queja ante cualquier otra agencia federal, estatal o local, o ante alguna agencia federal o estatal? ¿Corte? (Marque la casilla adecuada)) [☐] Sí [☐] No

Si la respuesta es sí, marque cada casilla que corresponda:

☐	Agencia Federal	☐	Agencia Local (edemas de Hub City Transit)
☐	Corte Federal	☐	Corte del Estado
☐	Agencia del	☐	Otro: _____

Proporcione la información de la persona de contacto de la agencia o tribunal con el que también presentó la queja (adjunte más hojas si es necesario):

Nombre / agencia: _____

Persona de contacto: _____

Título: _____ Teléfono No,: _____

Dirección: _____

Ciudad: _____ Estado: _____ Código postal: _____

Fecha de presentación de la queja: _____

14. Nombre de la queja de la agencia es contra: _____

Persona de contacto: _____

Título: _____ Teléfono No,: _____

Puede adjuntar cualquier material escrito u otra información que considere relevante para su queja.

Firma y fecha requeridas a continuación.

Firma: _____ Fecha: _____
(Nota: no podemos aceptar su queja sin una firma)

Envíe el formulario en persona a la dirección que figura a continuación o envíelo a:

MPO Division
200 Forrest Street
Hattiesburg, MS 39401

MPO Division
P.O. Box 1898
Hattiesburg, MS 39403-1898

LIMITED ENGLISH PROFICIENCY PLAN

This document complies with the requirements of Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency (LEP). It incorporates implementation guidance published through the Federal Transit Administration and the U.S. Department of Transportation. The goal of this plan is to identify actions which will be taken to reduce language barriers for LEP individuals in Hattiesburg, MS who seek to utilize services provided by Hub City Transit (HCT). To achieve this goal, HCT will undertake reasonable steps required to ensure meaningful access by LEP persons interested in participating in the agency’s programs, services and activities. HCT will ensure that language will not prevent staff from effectively providing information and responding to inquiries made by LEP individuals. In turn, LEP individuals will not be prohibited from accessing program information, understanding rules and operational changes, participating in proceedings and any other agency activity.

Legal basis for language assistance requirements

Title VI of the Civil Rights Act of 1964 states that “no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that receives Federal financial assistance.” The Supreme Court, in *Lau v. Nichols*, 414 U.S. 563 (1974), held that this requirement prohibits conduct that has a disproportionate effect on LEP persons because such conduct constitutes national origin discrimination.

Executive Order 13166 states that recipients must take reasonable steps to ensure meaningful access to their programs and activities by LEP persons. U.S. DOT published guidance for its recipients on December 14, 2005, which clarified that their recipients are required to take responsible steps to ensure meaningful access to the benefits, services, information, and other important portions of their programs and activities for individuals who are LEP.

Who are the Limited English Proficient (LEP)?

LEP individuals do not speak English as their primary language and have a limited ability to read, write, speak, or understand English. Many LEP persons are in the process of learning English and may read, write, speak, and/or understand some English, but not proficiently. LEP status may be context specific – an individual may have sufficient English language skills to communicate basic information (name, address etc.) but may not have sufficient skills to communicate detailed information (e.g., medical information, eyewitness accounts, information elicited in an interrogation, etc.) in English.

Four Factor Analysis

In order to ensure meaningful access to programs and activities, HCT uses the information

obtained in the Four Factor Analysis to determine the specific language services that are appropriate to provide. A careful analysis can help a recipient determine if it communicates effectively with LEP persons and will inform language access planning. The Four Factor Analysis is an individualized assessment that balances the following four factors:

Factor #1 Assessing the number and proportion of LEP persons served or encountered in the eligible service population

US Census Bureau data for Hub City Transit (HCT) service area has been obtained for the year 2010 to complete this analysis. 2010 census data summary for the City of Hattiesburg Spanish LEP populations.

County	Spanish speakers with low or no English Proficiency
City of Hattiesburg	1561

This data suggests that there is likely population of LEP individuals that may benefit from HCT services and languages-specific outreach.

Factor #2: Assessing the frequency with which LEP individuals come into contact with the program, activity, or service

HCT drivers noticed an increase in individuals using transit who appeared not to speak or understand English. Some of this increase is attributed to a rise in migrant labor that came to work on recovery and reconstruction projects following Hurricane Katrina and elected to stay in the region permanently.

In 2006, HCT implemented a program of providing Spanish-language materials (schedules, flyers, fare information and public announcements) to address the growing number of Spanish-speaking riders in the system. The 2010 census data confirms a 20% increase in the Spanish population across the Urbanized Area.

As part of the ongoing Title VI Demographic review of the system, on-board passenger surveys are conducted to monitor passenger characteristics and demographics. The results of these surveys include information on the number of riders who speak or understand English “not well” or “not at all”. Survey results consistently indicate that 97% of respondents identify English as their primary language. Of those indicating another language, the majority identified Spanish as their primary language.

Factor #3: Assessing the nature and importance of the program, activity, or service provided by the program

HCT provides general public transportation to individuals who have no or very limited English skills on a daily basis. Some of these individuals, based upon HCT staff comments and observations, have a limited knowledge of English or travel with individuals who possess the necessary skills to communicate with the bus driver.

Recognizing an increase in the Spanish speaking, HCT has taken steps to accommodate LEP individuals in the HCT service area. These steps are outlined in the following Section.

Factor #4: Assessing the resources available to the recipient and costs

Without a dedicated local source of match for FTA funds, local funding comes from a combination of local government appropriations and fare revenues.

As such, the amount of local funding for operations will vary from year-to-year based upon passenger volume and competing local demands of other community service providers.

HCT has taken several steps to enhance its ability to communicate effectively with LEP individuals and provide the necessary language and translation services to those who require assistance. This includes the provision of schedules, notices and forms in Spanish and English. Translation services are made available, upon request, prior to all public hearings.

Language Assistance Plan

HCT uses results of the four factor analyses to determine which language assistance services are appropriate.

Language Assistance Measures

HCT uses a variety of methods to provide support for those who may require language assistance in order to fully participate in offered services, programs and activities including:

- Provision of Spanish-language materials for all HCT route schedule announcements posted on vehicles and in transit facilities.
- Update to the HCT Riders Guide continue to include English and Spanish-language schedules for the general public.
- Title VI Complaint forms and notices included in this plan are translated to Spanish.
- Publishing public notices and engagement materials in both Spanish and English.
- LEP targeted outreach is conducted as needed
- Coordination of interpreters for meetings and other events.

HCT also makes available its management and operations staff to meet with groups to discuss options available within its service area and individual communities. These sessions include orientation to routes and help understanding schedules and existing services. Requests to have such meetings or events can be made by the community to the Executive Director's office.

Training Staff

HCT staff is instructed to direct LEP persons to the designated Spanish language specialists on HCT's permanent staff. Phone calls which come into the HCT offices from LEP persons are connected to these individuals. If HCT personnel (drivers or staff) encounter an individual on route that is LEP, they place this individual in radio contact with the appropriate HCT staff for translation.

Providing Notice to LEP Persons

HCT makes available all public notices regarding changes and updates in services provided in English and Spanish language through the following outlets:

- HCT Administrative Offices, 1001 S Tipton Street, Hattiesburg, MS.
- Posting on all HCT fixed route and demand-response buses for a period of at-least 30 days concurrently with all advertised changes.

The following service-related items are made available at no cost to the LEP population:

- Provision of Spanish-language materials for all HCT route schedule announcements posted on vehicles and in transit facilities.
- Update to the general schedule books continue to include English and Spanish-language schedules for the general public.
- All announced changes in HCT services in response to natural disaster or general public emergency, are made in English and Spanish. (Translation/production of notices in response to emergencies will be produced as timely as possible.)

Monitoring and Updating the LEP Plan

This plan will be reviewed and re-evaluated every three years as part of the Title VI Plan update process required by FTA. The review will determine if changes in the LEP population within the HCT service area require an update to currently used measures to provide information and communication. At a minimum, this review will follow the identified Title VI program schedule for service expansion/retraction. Consideration will be given to the following:

- Level of current LEP populations in the HCT service area;
- Frequency of LEP population encounters, based upon HCT surveys and staff reports;
- Requests for translation and second language information to HCT staff;
- Review of contact with community agencies and others representing LEP persons and requests made for transit information and services;
- Participation of LEP groups (or their representatives) at public meetings or hearings regarding changes in service;
- Whether the materials provided and methods used are meeting the needs of the LEP population.

The following items, at a minimum, will be assessed using the checklist provided below

Monitoring Checklist, LEP Populations in HCT Service Area	
<u>Transit Centers</u> – locations on the HCT system where transfers would occur between 2 or more HCT Fixed-routes or from HCT Demand-Response services to Fixed-Route	Have translated instructions on how to make fare payments been made available?
	Have translated schedules, route maps, or information on how to use the system been made available?
	Has the information been placed in a visible location?
	Can a person who speaks limited English or another language receive assistance from HCT staff when asking for directions? How is this assistance provided?
<u>HCT Revenue Vehicles</u> – All buses which are used in revenue service on the fixed-route and demand-response systems	Have translated instructions on how to make fare payments been made available?
	Is the same information included in existing schedules and route books?
	Has the information been placed in a visible location on all vehicles?
<u>Customer Service</u> – All interactions with the public by HCT transit service personnel (Administrative staff, Drivers) regarding services provided	How many customer service calls come in from an individual who speaking languages other than English?
	Can customer service representatives describe to a caller what language assistance the agency provides and how to obtain translated information or oral interpretation?
	Can a person speaking limited English or a language other than English request information from a customer service representative?
<u>Community Outreach</u> – All interactions with the public by HCT transit service personnel (Administrative staff, Drivers) regarding updates/changes in services and programs	Have translators been requested or made present at community meetings?
	Are translated versions of any written materials that are handed out at a meeting provided?
	Can members of the public provide oral as well as written comments in languages other than English?
	Are meeting notices, press releases, and public service announcements requested to be translated into languages other than English?

Dissemination of the LEP Plan

The LEP plan has been incorporated into the HCT Title VI Plan to provide a single source for non-discrimination compliance. Electronic copies of the complete plan can be downloaded from the HCT website or requested via email to mpo@hattiesburgms.com. Printed copies are available for review at the HCT administrative office on 1001 S Tipton Street and at Intermodal Facility on 308 Newman Street. People requesting a copy in an alternative format should mail their request to MPO Division, 200 Forrest Street, Hattiesburg, MS 39401, can email their request to mpo@hattiesburgms.com or call in their request to 601-554-1008.

APPENDIX

Public Notice of Protection under Title VI

Notifying the Public of Rights Under Title VI

Hub City Transit (HCT)

- The Hub City Transit operates its programs and service without regard to race, color, and national origin in accordance with the Title VI of the Civil Rights Act. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the Hub City Transit.
- For more information on the City of Hattiesburg civil rights program, and the procedures to file a complaint, contact MPO Division, 200 Forrest Street, Hattiesburg, MS 39401, or email mpo@hattiesburgms.com or call 601-554-1008. Copies of HCT's Title VI program including procedures for filing a complaint are available.
- Complaint forms are available at www.hattiesburgms.com/hct, 200 Forrest Street, Hattiesburg, MS, or mpo@hattiesburgms.com.
- A complainant may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave, SE, Washington, DC 20590
- If information is needed in another language, contact 601-554-1008.
- Si se necesita informacion en otro idioma, el contacto 601-554-1008.

Title VI Plan Review Notices

PUBLIC NOTICE

Hub City Transit Review and Comment Period December 19th to January 20th. In compliance with FTA regulations, MPO and HCT are conducting a full update to their Title VI Plan which outlines how identified low-income, limited English proficient and minority populations are served by their transit services. Draft plans are available at the HCT transit facilities in Hattiesburg, the MPO offices at 200 Forrest Street Hattiesburg, MS 39401 and online at www.hattiesburgms.com/hct . The public is encouraged to participate in the development process by reviewing the draft plan, discussing it with the planning team and/or providing written comment for consideration. Request an emailed copy of the draft, ask questions and submit your feedback these ways:

- By phone 601-554-1008
- Email to mpo@hattiesburgms.com
- Mailed or in person: 200 Forrest Street Hattiesburg, MS 39401

The Public Notice will be acknowledged by the Hattiesburg City Council on December 17, 2019 and published in newspaper on December 19 & 26, 2019.

LOCATIONS WHERE NOTICE IS POSTED

1. Hub City Transit. 1001 S Street, Hattiesburg, MS 39401
2. Hattiesburg Intermodal Facility 308 Newman Street, Hattiesburg, MS 39401
3. City of Hattiesburg City Hall 200 Forrest Street Hattiesburg, MS 39401
4. Forrest County Administrative Office 641 North Main Street, Hattiesburg, MS 39401
5. Lamar County Administrative Office 203 North Main Street, Purvis, MS 39475

To ensure compliance with the Americans with Disabilities Act (ADA), persons with disabilities that require aids or services to participate can contact the HPFL-MPO office at (601) 545-6259; or email mpo@hattiesburgms.com to make arrangements.

Noticia de Reviso de Plan Titulo VI

NOTICIA PUBLICA

Periodo de Reviso y Commentario Publico de Hub City Transit desde el 19 de Diciembre hasta el 20 de Enero. En conformidad con las regulaciones del FTA , MPO y HCT estan conduciendo una actualizacion completo de su Plan Titulo VI que delinea como identificar a las personas de bajos recursos, a las personas que hablan muy poco ingles y a las personas de poblaciones de minorias que usan los servicios de transito. El planes propuesto esta disponible en las estaciones de transito del HCT en Hattiesburg, en las oficinas de MPO, direccion 308 Newman st Hattiesburg, MS 39401 y en linea www.hattiesburgms.com/htc. Queremos alentar al publico a que participen en el proceso de desarrollo con revisar nuestro plan y hablar con nuestros planeadores sobre el plan or entregarnos sus recommendaciones por escrito para que nuestros planeadores puedan considerarlos. Ustedes pueden pedir copia de el plan propuesto de tres maneras:

- Por telephono al llamar al 601-554-1008
- Por email a mpo@hattiesburgms.com
- Or por correo national o en persona a la direccion 200 Forrest Street Hattiesburg, MS 39401

Esta Noticia Publica sera actualizada por el Consejo de Gobierno de la ciudad de Hattiesburg el dia 17 de Diciembre del 2019 y publicada en el periodico el 19 y el 26 de Diciembre del 2019.

UBICACIONES DONDE SE PUBLICA EL AVISO

1. Hub City Transit. 1001 S Street, Hattiesburg, MS 39401
2. Hattiesburg Intermodal Facility 308 Newman Street, Hattiesburg, MS 39401
3. City of Hattiesburg City Hall 200 Forrest Street Hattiesburg, MS 39401
4. Forrest County Administrative Office 641 North Main Street, Hattiesburg, MS 39401
5. Lamar County Administrative Office 203 North Main Street, Purvis, MS 39475

Para garantizar el cumplimiento de la Ley de Estadounidenses con Discapacidades (ADA), las personas con discapacidades que requieren ayudas o servicios para participar pueden comunicarse con la oficina de HPFL-MPO al (601) 545-6259; o envíe un correo electrónico a mpo@hattiesburgms.com para hacer los arreglos.

Stakeholders

Agency	Address	City	ZIP	Contact
City of Hattiesburg	P.O. Box 1898	Hattiesburg	39401	Toby Barker/Mayor
Lumberton	P.O. Box 211	Lumberton	39455	Quincy Rogers
Petal	P.O. Box 564	Petal	39465	Hal Marx
Purvis	P.O. Box 308	Purvis	39475	Roger Herrin
Sumrall	P.O. Box 247	Sumrall	39482	Heath Sumrall
Board of Supervisors	P.O. Box 1310	Hattiesburg	39403	David Hogan
Board of Supervisors	P.O. Box 1240	Purvis	39475	Joe Bounds
Federal Highway Administration	666 N. St. Suite 105	Jackson	39215	Andrew Hughes
Forrest Co. Board of Supervisors	P.O. Box 1310	Hattiesburg	39403	Chris Bowen
MDOT	P.O. Box 1850	Jackson	39215	Jeff Ely
MDOT	P.O. Box 1850	Jackson	39215	Perry Brown
Board of Supervisors	P.O. Box 1310	Hattiesburg	39403	Roderick Woullard
Neel-Schaffer	P.O. Box 1487	Hattiesburg	39403	Steven Twedt
MDOT	PO Box 1850	Jackson	39215	Melinda McGrath
Grove Transit	1721 Hardy St	Hattiesburg	39402	Dan Reid
DJ Shuttle and Tours	101 Hardy St	Hattiesburg	39401	Johnny Williams
Ability Works, Inc.	18 JM Tatum Industrial Drive	Hattiesburg	39401	Bill McDonald
William Carey University	498 Tuscan Avenue	Hattiesburg	39401	Robert Bevoms
Historic Hattiesburg Downtown Association	P.O. Box 150	Hattiesburg	39403	Andrea Saffle
South MS Planning and Development	9229 Hwy 49	Gulfport	39503	Allison Beasley
Hattiesburg Area Association of Realtors	411 Classic Drive	Hattiesburg	39402	Office Manager
Area Development Partnership	1 Convention Center Plaza	Hattiesburg	39401	Chad Newell

Library of Hattiesburg Petal and Forrest County	329 Hardy St	Hattiesburg	39401	Pamela Pridgen
MS Association of Broadcaster	855 S. Pear Orchard Rd – Ste. 403	Ridgeland	39157	Office Manger
HFPL MPO	P. O. Box 1898	Hattiesburg	39403	Andrew Ellard
City of Hattiesburg	P.O. Box 1898	Hattiesburg	39403	Lamar Rutland
Hattiesburg-Laurel Regional Airport Authority	1002 Terminal Drive	Moselle	39459	Tom Heanue, PE
State Senator	P.O. Box 407	Heidelberg	39439	Juan Barnett
State Senator	27 Troon Circle	Hattiesburg	39401	Billy Hudson
State Senator	506 South Court St.	Ellisville	39437	Chris McDaniel
State Senator	53 Tidewater Road	Hattiesburg	39402	John Polk
State Rep	17 Byrd Rd.	Petal	39465	Larry Byrd
State Rep	545 Otho Davis Road	Lumberton	39455	John Glen Corley
State Rep	P.O. Box 18247	Hattiesburg	39404	Chris Johnson
State Rep	P.O. Box 19089	Hattiesburg	39404	Missy McGee
State Rep	P.O. Box 1767	Hattiesburg	39403	Percy W. Watson
State Rep	92 Pigott Easterling Rd	Tylertown	39667	Bill Pigott
Mississippi Christian Family Services	P.O. Box 487	Rolling Fork	39159	Leigh Anne Tilghman
Pine Belt Mental Healthcare Resources	P.O. Box 1030	Hattiesburg	39403	Office Manager
Hub City Transit	P. O. Box 1898	Hattiesburg	39403	Vincent Nelms
Lamar County School District	424 Martin Luther King Dr.	Purvis	39475	Tess Smith
Forrest County School District	400 Forrest Street	Hattiesburg	39475	Faye Lancaster
City of Hattiesburg Public Works Dept.	103 Faulkner St	Hattiesburg	39401	Ronnie Perkins
City of Hattiesburg / Urban Development	PO Box 1898	Hattiesburg	39403	Tonya Jordan
City of Hattiesburg / Urban Development	PO Box 1898	Hattiesburg	39403	Stephanie Hall-Campos

City of Hattiesburg	PO Box 1898	Hattiesburg	39403	Samantha McCain
Hattiesburg Fire Department	622 Corinne Street	Hattiesburg	39401	Sherrocko Stewart
Hattiesburg City Council Clerk	PO Box 1898	Hattiesburg	39403	Ronda Cole
Hattiesburg City Council Deputy Clerk	PO Box 1898	Hattiesburg	39403	Lisa Luu Jolly



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, November 17, 2020

Re: Acknowledge closeout of the review by the U.S. Department of Housing and Urban Development, Office of Inspector General, published September 28, 2018, by way of a grant reduction from the HOME Investment Partnership grant. The review focused on HOME grant activities from 2013 through 2017; the grant reduction applies to existing, prior year awards and will not impact future awards or general funds.
File Number: 2020-823
Minute Book #

Summary

Acknowledge closeout of review by HUD.

Recommendation Statement

I recommend placement of this item on the city council agenda.

Please place this on the November 17, 2020 City Council meeting for consideration.



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, November 17, 2020

Re: Authorize publication of Notice to Bidders for Municipal Depositories for the (2) year period beginning January 1, 2021 through December 31, 2022.

File Number: 2020-805
Minute Book #

Summary

Authorize publication of Notice to Bidders for Municipal Depositories for the (2) year period beginning January 1, 2021 through December 31, 2022.

Recommendation Statement

Please place this on the November 17, 2020 City Council meeting for consideration.

NOTICE TO BIDDERS

PURSUANT to the provisions of Chapter 105, Article 3, Volume 9, and more Specifically, Section 27-105-301 through 27-105-371, Mississippi Code of 1972, as Annotated and Amended, NOTICE IS HEREBY GIVEN TO ALL FINANCIAL INSTITUTIONS, INSURED AS REQUIRED BY STATE STATUTE, in the City of Hattiesburg, Mississippi, that the Mayor and Council of the City of Hattiesburg, Mississippi, will receive sealed bids until 10:00 A.M., December 17, 2020, in the City Clerk=s Office in City Hall, P.O. Box 1898, Hattiesburg, Mississippi, 39403, and will be opened and considered for the privilege of keeping funds of said City of Hattiesburg, or any part thereof, for a period of two (2) years, such bids to be submitted as provided by law and particularly as provided by Chapter 105, Article 3, Volume 9, of the Mississippi Code of 1972, as Annotated and Amended.

Each BID must be received in a sealed envelope which is marked in the lower left hand corner EXACTLY as follows:

BID:

TWO (2) YEAR DEPOSITORIES OPENING 10:00 A.M. December 17, 2020

Each BID should also specify the kind(s) of securities to be given as security for funds Pursuant to State Statute.

Published by Order of the Council on this the 17th day of November 2020.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton /s/
CITY CLERK

Publish (2) Thursday's on 11-26-200&12-3 2020

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

MISSISSIPPI CODE OF 1972*As Amended*

SEC. 27-105-303. Establishment of county depositories.

The amount of money belonging to the several funds in the county treasury of each county in the state which is required to meet the current needs and demands of no more than seven (7) business days shall be kept on deposit in qualified financial institutions whose accounts are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, or in some of them doing business in the several counties, provided that where there is no such financial institution in a county qualifying as a depository, some such financial institution in an adjoining county may qualify as a depository. All such deposits shall be subject to payment when demanded on warrant issued by the clerk of the board of supervisors on the order of the said board or on the allowance of a court authorized to allow the same. Each financial institution qualifying as such county depository shall not be required to pay interest to the county for the privilege of holding the deposits unless federal law permits the payment of interest on such deposits, in which case the maximum permitted interest rate shall be paid on such deposits. Where more than one (1) financial institution in a county offers to qualify as a depository, the board of supervisors may allocate such money to each qualified financial institution as nearly as practicable in proportion to their respective net worth, and may adopt the rules for receiving such deposits.

SOURCES: Codes, Hemingway's 1917, Sec. 4234; 1930, Sec. 4340; 1942, Sec. 9144; Laws, 1912, ch. 194; 1946, ch. 422, Sec. 1; 1985, ch. 514, Sec. 17; 1988, ch. 473, Sec. 6, eff from and after December 1, 1988.

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MISSISSIPPI CODE OF 1972*As Amended***SEC. 27-105-305. Publication for bids to keep county funds; content of bids; acceptance of bid.**

The board of supervisors at the regular December meeting in each year, and annually thereafter, shall give notice to all financial institutions in its county whose accounts are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, by publication, that bids will be received from financial institutions at the following January meeting, or some subsequent meeting, for the privilege of keeping the county funds, or any part thereof, which notice shall refer by name to this article and it shall not be necessary to incorporate in said notice the provisions of this article; and at the January meeting, or a subsequent meeting as may be designated in the notice, as the case may be, the board of supervisors shall receive such bids or proposals as the financial institutions may make for the privilege of keeping the county funds, or any part thereof. The bids or proposals shall designate the kind of security as authorized by law, which the financial institutions propose to give as security for funds, and the board shall cause the county funds and all other funds in the hands of the county treasurer to be deposited in the qualified financial institution or qualified institutions proposing the best terms and meeting the requirements provided in Section 27-105-315, having in view the safety of such funds. The terms made with each depository shall remain in force for the current year and until new arrangements shall be made according to this article.

SOURCES: Codes, Hemingway's 1917, Sec. 4235; 1930, Sec. 4341; 1942, Sec. 9145; Laws, 1914, ch. 257; 1926, ch. 248; 1985, ch. 514, Sec. 9; 1988, ch. 473, Sec. 7, eff from and after December 1, 1988.

1997 Amendment:

SECTION 1. Section 27-105-305, Mississippi Code of 1972, is amended as follows:

27-105-305. The board of supervisors at the regular December 1997 meeting * * *, and annually thereafter or, in the discretion of the board of supervisors, every two (2) years thereafter, shall give notice to all financial institutions in its county whose accounts are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation (or any successor thereto), by publication, that bids will be received from financial institutions at the following January meeting, or some subsequent meeting, for the privilege of keeping the county funds, or any part thereof, which notice shall refer by name to this article and it shall not be necessary to incorporate in the notice the provisions of this article; and at the January meeting, or a subsequent meeting as may be designated in the notice, as the case may be, the board of supervisors shall receive such bids or proposals as the financial institutions may make for the privilege of keeping the county funds, or any part thereof. The bids or proposals shall designate the kind of security as authorized by law which the financial institutions propose to give as security for funds, and the board shall cause the county funds and all other funds in the hands of the county treasurer to be deposited in the qualified financial institution or qualified institutions proposing the best terms and meeting the requirements provided in Section 27-105-315, having in view the safety of such funds. The terms made with each depository shall remain in force for the current year and until new arrangements shall be made according to this article.

SOURCE: 1997 Laws, Chapter 435, Sec. 1, SB2385, Effective AP-March 25, 1997.

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MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-307. When no bids submitted; board to readvertise.

When no bid is made by any qualified financial institution in the county or in the adjoining county to qualify as a depository at the January meeting, the board of supervisors shall readvertise at some subsequent meeting for a depository and select same, in the manner provided by law.

SOURCES: Codes, Hemingway's 1917, Sec. 4236; 1930, Sec. 4342; 1942, Sec. 9146; Laws, 1914, ch. 257; 1916, ch. 208; 1985, ch. 514, Sec. 18, eff from and after October 1, 1985.

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MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-309. When banks in county fail to respond.

Any county failing to secure a county depository by the advertisement to the qualified financial institutions of the county and of the adjoining counties, shall readvertise at any subsequent meeting of the board of supervisors, and as soon as possible, for bids for a county depository. Such notice shall be published once a week for three (3) weeks in some newspaper published in the county, and in a daily newspaper in Jackson, Mississippi, and shall state that the proposal is open to any qualified financial institution in the state, and that financial institutions outside of the county shall have preference over county financial institutions.

SOURCES: Codes, Hemingway's 1917, Sec. 4237; 1930, Sec. 4343; 1942, Sec. 9147; Laws, 1916, ch. 208; 1985, ch. 514, Sec. 19, eff from and after October 1, 1985.

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MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-311. State treasurer to aid in selection.

The clerk of the board of supervisors shall mail a copy of the notice provided for in Section 27-105-309 to the State Treasurer, who shall make efforts to have some qualified financial institution in the state submit bids for such depository.

SOURCES: Codes, Hemingway's 1917, Sec. 4238; 1930, Sec. 4344; 1942, Sec. 9148; Laws, 1916, ch. 208; 1985, ch. 514, Sec. 20, eff from and after October 1, 1985.

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MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-313. Obstructing bids; penalty for.

It shall be unlawful for any officer in any financial institution, or any other person, to make an agreement of any kind with the intent and purpose of keeping any financial institution from bidding for county deposits, whether such agreement be express or implied, and any person violating this provision shall, upon conviction, be fined not less than Five Hundred Dollars (\$500.00), nor more than One Thousand Dollars (\$1,000.00) and shall be imprisoned in the county jail for not less than thirty (30) days, nor more than six (6) months.

SOURCES: Codes, Hemingway's 1917, Sec. 4239; 1930, Sec. 4345; 1942, Sec. 9149; Laws, 1914, ch. 257; 1985, ch. 514, Sec. 21, eff from and after October 1, 1985.

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MISSISSIPPI CODE OF 1972*As Amended*

SEC. 27-105-315. Qualification as depository.

(1) Any financial institution in a county, or in an adjoining county where there is no financial institution in the county qualifying, whose accounts are insured by the Federal Deposit Insurance Corporation or any successors to that insurance corporation may qualify as a county depository, if the institution qualifies as a public funds depository under Section 27-105-5 or a public funds guaranty pool member under Sections 27-105-5 and 27-105-6. The qualified financial institution shall secure those deposits by placing qualified securities on deposit with the State Treasurer as provided in Section 27-105-5.

(2) Notwithstanding the foregoing, any financial institution not meeting the prescribed ratio requirement whose accounts are insured by the Federal Deposit Insurance Corporation * * * or any successors to that insurance corporation, may receive county funds in an amount not exceeding the amount that is insured by that insurance corporation and may qualify as a county depository to the extent of that insurance.

SOURCES: Codes, Hemingway's 1917, Sec. 4240; 1930, Sec. 4346; 1942, Sec. 9150; Laws, 1912, ch. 194; 1918, ch. 187; 1934, chs. 211, 212; 1936, ch. 168; 1948, ch. 463, Sec. 1; 1980, ch. 367; 1985, ch. 312, Sec. 3; 1985, ch. 514, Sec. 10; 1988, ch. 473, Sec. 8, eff from and after December 1, 1988. Amended by Laws 2000, Ch. 408, Sec. 7, SB3064, eff. July 1, 2001.

PREVIOUS VERSIONS: Pre-2000

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MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-317. Commission of depository.

A county depository must be issued a commission under Section 27-105-11 before receipt of county deposits.

SOURCES: Codes, Hemingway's 1917, Sec. 4241; 1930, Sec. 4347; 1942, Sec. 9151; Laws, 1912, ch. 194; 1985, ch. 514, Sec. 22, eff from and after October 1, 1985. Amended by Laws 2000, Ch. 408, Sec. 8, SB3064, eff. July 1, 2001.

PREVIOUS VERSIONS: Pre-2000

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MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-319. Form of commission.

Section 27-105-319, which provides the form of the commission for a county depository, is * * * repealed.

SOURCES: Codes, Hemingway's 1917, Sec. 4242; 1930, Sec. 4348; 1942, Sec. 9152; Laws, 1912, ch. 194; 1946, ch. 422, Sec. 2; 1985, ch. 514, Sec. 23, eff from and after October 1, 1985. Laws 2000, Ch. 408, Sec. 16, SB3064 provides for the repeal of this section on July 1, 2001.

PREVIOUS VERSIONS: Pre-2000

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MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-321. Receipts in triplicate to be issued for deposits; disposition of same.

When any payment of county funds shall be made into a county depository in pursuance of this article, the depository shall give the person making such payment triplicate receipts, specifying the accounts on which the payment is made, one of which shall be immediately mailed to the chancery clerk of the county. Any person paying money into the county depositories shall, before paying same, receive a pay warrant from the chancery clerk allowing him to make such deposit, and no county depository shall receive any money unless accompanied by such pay warrant.

SOURCES: Codes, Hemingway's 1917, Sec. 4243; 1930, Sec. 4349; 1942, Sec. 9153; Laws, 1912, ch. 194.

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MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-323. Detailed reports made to supervisors of receipts and disbursements by depositories.

In any county where a county depository or depositories shall qualify as herein provided, every such depository, at the regular January, April, July and October meetings of the board of supervisors, and at such other times as may be required by the board, shall make to the board of supervisors a detailed report of all moneys received by it and of the disbursements thereof, so that said receipts and disbursements shall clearly and distinctly appear; and each depository shall exhibit with its reports the vouchers for the disbursements charged therein, and all such vouchers paid by the county depository shall be marked cancelled by the clerk and shall be filed and preserved by the clerk subject to examination by the state auditing department. Such depository shall also, at the time of making such reports, present a certified statement of the amount then on deposit in the depository, and shall, upon demand of the board of supervisors, bring all moneys belonging to the county to the board of supervisors to be counted; and, if any county depository shall neglect or refuse to make such reports, it shall forfeit the sum of two hundred and fifty dollars to be recovered by suit in the name of the county for its use.

SOURCES: Codes, Hemingway's 1917, Sec. 4244; 1930, Sec. 4350; 1942, Sec. 9154; Laws, 1912, ch. 194; 1946, ch. 338, Sec. 1.

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MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-325. How tax collectors to settle with.

In making a settlement with the county treasury, the tax collector of each county shall pay the amount due the county to a county depository, according to law and the rules of the board of supervisors. The tax collector, in making deposits, shall receive duplicate receipts for the same and shall mail one to the chancery clerk, and the county depository, upon demand, shall issue its official receipt as required heretofore.

SOURCES: Codes, Hemingway's 1917, Sec. 4245; 1930, Sec. 4351; 1942, Sec. 9155; Laws, 1912, ch. 194.

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MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-327. Amount to be paid by depositories for privilege of keeping funds; how computed.

The amount to be paid by any and all depositories for the privilege of keeping county funds on deposit, if required to be paid under the provisions of Section 27-105-303, shall be computed on the average daily balance of the public money kept on deposit therewith and there be credited and paid to the county monthly. Each depository shall render, at the beginning of each and every month, to the chancery clerk a statement in duplicate, showing the daily balance of the county money held by it during the month next preceding, and all sums paid to the county for the privilege of keeping said county money shall be credited to the account of the several funds entitled thereto.

SOURCES: Codes, Hemingway's 1917, Sec. 4246; 1930, Sec. 4352; 1942, Sec. 9156; Laws, 1912, ch. 194; 1985, ch. 514, Sec. 24, eff from and after October 1, 1985.

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MISSISSIPPI CODE OF 1972*As Amended*

SEC. 27-105-329. Failure to pay county warrants.

In the event of the failure of any county depository to pay any county warrant lawfully issued on any funds on deposit belonging to the county in the depository, the county is * * * empowered to order the State Treasurer to sell such securities as are placed with the State Treasurer by the depository, or call on the public funds guaranty pool if the depository is a member, or so much of them as may be necessary to cover back into the county treasury the amount of county funds on deposit with the depository, with accrued interest thereon, as provided in Section 27-105-25. In the event of the failure of the county depository to pay any warrant when the depository has placed as security surety bonds, the clerk or holder of the warrant shall notify the president of the board of supervisors and he shall take such immediate action as he may deem best and most expedient for covering back into the Treasury all county money on deposit in the depository, and the board of supervisors is authorized to employ counsel, if necessary, to more speedily enforce the payment. The expenses of the collection, including the counsel fee, shall be charged against the depository, and, in addition thereto, the depository shall be liable for damages at the rate of one percent (1%) per month for any delay in paying over any county funds when lawfully demanded, and the bond of any depository shall be liable for those expenses and damages.

SOURCES: Codes, Hemingway's 1917, Sec. 4247; 1930, Sec. 4353; 1942, Sec. 9157; Laws, 1912, ch. 194. Amended by Laws 2000, Ch. 408, Sec. 9, SB3064, eff. July 1, 2001.

PREVIOUS VERSIONS: Pre-2000

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MISSISSIPPI CODE OF 1972*As Amended*

SEC. 27-105-331. Acquisition of closed depository securities.

The State Treasurer, on behalf of any county in the State of Mississippi that has acquired bonds or other securities as the result of the closing of the depository or depositories of the county, is authorized and empowered in his discretion to sell, trade, refinance or agree to the refinancing of any or all of those bonds now held or owned by it and by any subdivision or taxing district of the county. The State Treasurer is further authorized and empowered, in his discretion, in refinancing any of those bonds, to agree to a reduction of the principal sum and likewise to agree to a reduction of the interest rate thereon. The State Treasurer is authorized and empowered, in his discretion, to sell any of those bonds at or for the best price obtainable, or to trade those bonds for other bonds, when in the judgment of the State Treasurer the best interests of the county would be advanced thereby, and he is further authorized to handle and negotiate any matured interest coupons on any of those bonds in the same manner as he is authorized in this section to deal with the bonds.

All of the proceeds of the sale, refinancing, trading, or collection of any of those bonds shall be accounted for by the State Treasurer and placed to the credit of the subdivisions or funds of the counties entitled to those proceeds.

SOURCES: Codes, 1942, Sec. 9158; Laws, 1936, ch. 302. Amended by Laws 2000, Ch. 408, Sec. 10, SB3064, eff. July 1, 2001.

PREVIOUS VERSIONS: Pre-2000

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MISSISSIPPI CODE OF 1972*As Amended*

SEC. 27-105-333. Alternative method of selecting depositories.

In any county in this state where no depository or depositories were selected and qualified, as provided by law, on or before the first Monday of January 1932, or in which the depository or depositories are not selected and qualified annually thereafter on or before the first Monday in January, the board of supervisors of the county shall, at the January meeting of the board or any regular meeting or special meeting thereafter called for that purpose, select and designate a depository or depositories into which the tax collector or tax collectors of the county shall deposit all tax collections and other public funds collected after the first Monday in January 1932, when collected, and in which the same shall thereafter be distributed, at the time and in the manner as now required by law, to the several funds or accounts in which the same properly belong, as provided by law herein.

Any depository so selected by the board of supervisors shall be within the State of Mississippi and may hold the deposits at such rate of interest as may be agreed upon with the board of supervisors or, in the discretion of the board of supervisors, without liability for interest unless it is required to be paid under the provisions of Section 27-105-303, but the * * * depository shall secure the * * * deposits by pledging with the State Treasurer such securities in such amounts and upon such conditions as are now required by law of depositories that qualify as such by bidding for them.

SOURCES: Codes, 1942, Sec. 9159; Laws, 1932, ch. 215; 1985, ch. 514, Sec. 25, eff from and after October 1, 1985. Amended by Laws 2000, Ch. 408, Sec. 11, SB3064, eff. July 1, 2001.

PREVIOUS VERSIONS: Pre-2000

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MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-335. Designation of depository for county by Commissioner of Banking and Consumer Finance.

In the event no financial institution qualifies as county depository as provided by law prior to the first Monday in January, 1986, or does not qualify on or before said date annually thereafter, and the board of supervisors does not designate a county depository which qualifies hereunder, then the tax collector and the surety or sureties on his official bond may call upon the Commissioner of Banking and Consumer Finance to designate, and the Commissioner of Banking and Consumer Finance shall designate a depository for said county, which shall qualify as hereinabove provided, and which shall act as county depository for said county until a depository is selected for said county and qualified as hereinabove provided.

SOURCES: Codes, 1942, Sec. 9160; Laws, 1932, ch. 215; 1950, ch. 203, Sec. 1; 1985, ch. 514, Sec. 26, eff from and after October 1, 1985.

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MISSISSIPPI CODE OF 1972*As Amended*

SEC. 27-105-337. Tax collector to deposit funds.

Upon the selection of any county depository, either upon bids therefor or by designation of the board of supervisors or the Commissioner of Banking and Consumer Finance, and such designated financial institution becoming qualified as required by law, the tax collector of such county or counties shall deposit all funds collected therein and thereafter make a transfer to the several accounts and funds as now required by law of him in making his settlements. Upon so depositing such funds when collected, the tax collector shall thereupon be relieved and discharged from further liability therefor excepting for such amounts as the tax collector may withdraw or cause to be withdrawn from his account or accounts and to which he is not legally entitled.

SOURCES: Codes, 1942, Sec. 9161; Laws, 1932, ch. 215; 1950, ch. 203, Sec. 2; 1985, ch. 514, Sec. 27, eff from and after October 1, 1985.

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MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-339. Insufficient depository.

In counties where county depositories have been designated and qualified as provided by law or which shall hereafter be designated and qualified as provided by law but not for an amount sufficient to cover all county funds belonging to such counties, the provisions of sections 27-105-333 and 27-105-335 shall be applied to secure depositories for such excess funds in the same manner and under the same conditions as apply to counties where no depositories exist.

SOURCES: Codes, 1942, Sec. 9162; Laws, 1932, ch. 215.

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MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-341. Sections 27-105-333 to 27-105-339 as cumulative.

Sections 27-105-333 to 27-105-339 shall not be held to modify or repeal any existing law relative to county depositories and the deposit of county funds, but are expressly intended to extend the existing laws of the state and provide additional methods of selecting county depositories.

SOURCES: Codes, 1942, Sec. 9164; Laws, 1932, ch. 215.

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MISSISSIPPI CODE OF 1972*As Amended*

SEC. 27-105-343. Chancery clerks to perform duties of county treasurers.

From and after the passage of this section, all the duties except the duty of receiving and disbursing money that were imposed by law on county treasurers shall be required to be done by chancery clerks, and they shall be the custodians of all the books, records, papers, and vouchers heretofore belonging to county treasurers, and shall be custodians of all the promissory notes, bonds, and other like property belonging to or deposited with the county, and said clerks shall in all respects be liable on their official bonds for the proper care of the same.

The duty of receipting for and disbursing all monies heretofore deposited with county treasurers shall be done and performed by the designated county and drainage district depositories appointed in the manner provided by law; and any person or corporation required to pay money into a county treasury shall hereafter pay the same to a properly designated depository and such depository shall issue receipts therefor in duplicate, one of which shall be filed with the chancery clerk and the other retained by the person or corporation making such payment, and such payment when made to a designated depository shall discharge the person or corporation making such payment from any further liability therefor.

In the event there shall be no designated depository for any money required to be paid into a county treasury, such payment shall be made to the tax collector who shall receipt for same in duplicate as required in the preceding paragraph and shall pay the same over to a legally appointed depository within ten (10) days after one is qualified to receive the same. The tax collector shall be the custodian of all money belonging to a county or any subdivision thereof until there be appointed a depository for any such funds and the said tax collectors shall be liable on their official bond for the proper accounting and payment of any funds so paid to them.

Boards of supervisors shall allow chancery clerks for their compensation for performance of the duties required of them by this section the sum of Two Thousand Five Hundred Dollars (\$2,500.00) per annum.

Nothing in this section shall preclude drainage districts from selecting their treasurer or depository as now provided by law.

SOURCES: Codes, 1942, Sec. 9165; Laws, 1932, ch. 207; 1968, ch. 361, Sec. 14; 1981, ch. 497, Sec. 3; Laws, 2004, ch. 505, § 12, SB 2647, eff ____ (the date the United States Attorney General interposed no objection under Section 5 of the Voting Rights Act of 1965, to the amendment of this section).

PREVIOUS VERSIONS: Pre-2004

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MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-345. Traffic in public funds prohibited; penalty therefor.

The making of profit, directly or indirectly, by the county treasurer, tax collector, treasurer of any board of trustees, or any officer whatever, out of any money belonging to a county, the custody of which the county treasurer or other officer is charged with, by loaning or otherwise using it, or depositing the same in any manner contrary to law, or a removal by any such officer or by his consent of such moneys, or a part thereof, and placing it elsewhere than as provided by law, shall constitute a felony, and, on conviction thereof, shall subject such officer to imprisonment in the state penitentiary for a term not exceeding two years or a fine not exceeding five thousand dollars, or to both such fine and imprisonment, and the officer offending shall be liable on his official bond for all profits realized for such unlawful use of such funds.

SOURCES: Codes, Hemingway's 1917, Sec. 4248; 1930, Sec. 4354; 1942, Sec. 9166; Laws, 1912, ch. 194.

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MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-347. Penalty.

If any officer, treasurer, sheriff, tax collector, member of the board of supervisors, or other person charged with the enforcement of this article, shall at any time fail or refuse to perform any act required of him by this article, he shall be guilty of a misdemeanor, and, upon conviction thereof, shall be sentenced to pay a fine of not more than five thousand dollars.

SOURCES: Codes, Hemingway's 1917, Sec. 4249; 1930, Sec. 4355; 1942, Sec. 9167; Laws, 1912, ch. 194.

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MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-349. County withdrawal of bonds pledged or filed as security.

The State Treasurer is authorized and empowered * * * to allow county depositories of county funds or county district funds of every kind and character to withdraw any bonds pledged or filed or deposited as security for those deposits:

(a) When in the opinion of the State Treasurer the deposits become reduced to such an extent as to justify the withdrawal;

(b) Or to withdraw any such bonds or corporate surety bonds, and substitute in lieu thereof other bonds or corporate surety bonds, as the case may be.

* * * All such bonds shall be such as are authorized by law to be pledged or filed as security for those deposits, or if a corporate surety bond, it must be made by a surety company authorized to do business in this state; and in addition, all such deposits shall be fully secured and covered as required by Section 27-105-5.

SOURCES: Codes, 1930, Sec. 4356; 1942, Sec. 9168; Laws, 1922, ch. 284; 1956, ch. 206. Laws, ch. 567, Sec. 3, eff from and after passage (approved April 7, 1995). Amended by Laws 2000, Ch. 408, Sec. 12, SB3064, eff. July 1, 2001.

PREVIOUS VERSIONS: Pre-2000

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MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-351. Drainage district funds; how dealt with.

All funds coming into the county treasury belonging to any drainage district shall be deposited in the county depositories under the same conditions as county funds are deposited, to be drawn by the proper parties and in the manner provided by law. All tax collectors may pay drainage taxes into such depositories in the same manner as county funds are paid in, and shall be subject to the same protection provided herein for the protection of county funds.

SOURCES: Codes, Hemingway's 1917, Sec. 4250; 1930, Sec. 4357; 1942, Sec. 9169; Laws, 1912, ch. 194.

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MISSISSIPPI CODE OF 1972*As Amended*

SEC. 27-105-353. Method of selecting municipal depositories.

The board of mayor and aldermen or other municipal authorities of each and every city, town or village in the state are * * * required to select a depository in the manner provided by law for the selection of county depositories. Before being selected, a depository must be certified by the State Treasurer as meeting the capital ratio requirement specified in Section 27-105-5 or 27-105-6 * * *. An institution shall not be a qualified depository and shall not receive any municipal funds unless its ratio has been certified annually by the State Treasurer as meeting the prescribed requirement. Notwithstanding the foregoing, any financial institution not meeting the prescribed ratio requirement whose accounts are insured by the Federal Deposit Insurance Corporation or * * * or any successors to that insurance corporation may receive municipal funds in an amount not exceeding the amount that is insured by that insurance corporation and may qualify as a municipal depository to the extent of that insurance.

SOURCES: Codes, Hemingway's 1917, Sec. 4251; 1930, Sec. 4358; 1942, Sec. 9170; Laws, 1914, ch. 253; 1988, ch. 473, Sec. 9, eff from and after December 1, 1988. Amended by Laws 2000, Ch. 408, Sec. 13, SB3064, eff. July 1, 2001.

PREVIOUS VERSIONS: Pre-2000

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MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-355. Security on bond.

Each depository shall enter into bond, or deposit securities with the State Treasurer as required of county depositories; the bond or security to be approved by the State Treasurer.

SOURCES: Codes, Hemingway's 1917, Sec. 4252; 1930, Sec. 4359; 1942, Sec. 9171; Laws, 1914, ch. 253. Amended by Laws 2000, Ch. 408, Sec. 14, SB3064, eff. July 1, 2001.

PREVIOUS VERSIONS: Pre-2000

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MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-357. Duties of depository; penalty for making profit or removing funds.

The duties of a depository are hereby made the same in respect to the municipal fund as the duties imposed upon county depositories or in respect to county funds. The penalties for making profit on or removing municipal funds are hereby made the same as those provided by law against making profit on or removing county funds.

SOURCES: Codes, Hemingway's 1917, Sec. 4253; 1930, Sec. 4360; 1942, Sec. 9172; Laws, 1914, ch. 253.

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MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-359. Municipal withdrawal of bonds pledged or filed as security.

The State Treasurer is authorized and empowered * * * to allow municipal depositories of municipal funds of every kind and character to withdraw any bonds, including corporate surety bonds, pledged or filed or deposited as security for those deposits:

(a) When in the opinion of the State Treasurer the deposits become reduced to such an extent as to justify the withdrawal;

(b) Or to withdraw any such bonds or corporate surety bonds, and substitute in lieu thereof other bonds or corporate surety bonds, as the case may be.

* * * All such bonds shall be such as are authorized by law to be pledged or filed as security for those deposits, or if a corporate surety bond, it must be made by a surety company authorized to do business in this state; and in addition, all such deposits shall be fully secured and covered as required by Section 27-105-5.

SOURCES: Codes, 1942, Sec. 9173; Laws, 1932, ch. 236 Laws, 1995, ch. 567, Sec. 4, eff from and after passage (approved April 7, 1995). Amended by Laws 2000, Ch. 408, Sec. 15, SB3064, eff. July 1, 2001.

PREVIOUS VERSIONS: Pre-2000

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MISSISSIPPI CODE OF 1972*As Amended*

SEC. 27-105-361. Banks failing to qualify, treasurer to be selected or depository designated.

In the event of failure on the part of any bank in such municipality to qualify as a depository, the board of mayor and aldermen or other like governing authority of such city, town or village, hereinafter called the governing authority, may select a treasurer who shall safely keep and disburse the funds of such town, city or village according to law, and make bond for that purpose as now provided by law for such treasurers. The governing authority at any regular or special meeting may select and designate a depository or depositories into which the tax collector or collectors and auditor or auditors of said city, town or village shall deposit all tax collections and public funds, when collected and/or received, and in which the same shall thereafter be distributed, at the time or in the manner, as required by law to the several funds or accounts as now provided by law. Any depository so selected by the governing authority shall be within the State of Mississippi, and may hold such deposit or deposits at such rate of interest as may be agreed upon by the governing authority or in the discretion of the governing authority without liability for interest; but such depositories shall secure the same by pledging with the governing authority such security, in such amounts and upon such conditions as is now required by law of depositories which qualify as such by bidding therefor.

SOURCES: Codes, Hemingway's 1917, Sec. 4254; 1930, Sec. 4361; 1942, Sec. 9174; Laws, 1914, ch. 253; 1932, ch. 225.

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MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-363. Term of office of depository.

The term of office of a municipal depository shall be two years.

SOURCES: Codes, Hemingway's 1917, Sec. 4255; 1930, Sec. 4362; 1942, Sec. 9175; Laws, 1914, ch. 253.

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MISSISSIPPI CODE OF 1972*As Amended***SEC. 27-105-365. Depository for county and municipal hospital funds; investments.**

(1) The commissioners or board of trustees of any hospital owned and operated separately or jointly by one or more counties, cities, towns, supervisors districts, or election districts or combinations thereof, including hospitals established under the authority of Sections 41-13-1 through 41-13-9, as now or hereafter amended, are hereby authorized and empowered to deposit the funds of such hospital in one or more financial institutions whose accounts are insured by the Federal Deposit Insurance Corporation, selected by the board of trustees in the same manner as county depositories are selected by boards of supervisors pursuant to Section 27-105-305, located in its county or counties, except as otherwise provided in the following paragraphs.

At the regular December meeting of the board of trustees in 1995, or at any regular December meeting of the board thereafter, the board may, in its discretion, give notice by publication to all financial institutions in its county or counties whose accounts are insured by the Federal Deposit Insurance Corporation, that bids will be received from financial institutions at the following January meeting, or some subsequent meeting, for the privilege of keeping the hospital funds or any part thereof for a period of three (3) years, subject to earlier termination as authorized in this subsection. Such bids shall be submitted and accepted in the same manner as provided in Section 27-105-305. After the board has selected a depository or depositories as provided in this subsection, the board may, at any regular December meeting during the three-year period, give notice to and receive bids from financial institutions in the manner provided in this subsection, for the privilege of keeping the hospital funds or any part thereof for a period of three (3) years, subject to earlier termination as authorized in this subsection; and after receiving such bids, the board may reject all bids and elect to keep the funds in the current depository or depositories for the remainder of the three-year period under the terms originally agreed to with the depository or depositories, or if the board determines it to be in the best interests of the hospital, it may terminate the agreement with the current depository or depositories and select a new depository or depositories or the same depository or depositories from the bids received, choosing the bid or bids proposing the best terms for the hospital.

Such hospital funds, when so deposited, shall have the same security and protection as required for county funds in Section 27-105-315. When more than one (1) depository of whatever type is authorized, the commissioners or board of trustees may select one or more of such depositories and may apportion such deposits, at their or its discretion, if more than one (1) depository is selected. If there is no financial institution located within such county or counties, the commissioners or board of trustees of such hospital may select, in their or its discretion, a depository located outside of such county or counties.

The commissioners or boards of trustees of such community hospitals shall deposit the funds of such hospital into the depository selected under this section on the day when they are received or collected, or on the next business day thereafter.

(2) The commissioners or board of trustees of any such hospital may, in their or its discretion, maintain one or more special funds for the purpose of making necessary repairs, necessary purchases of equipment, meeting operational and maintenance expenses, allowing for depreciation, providing contingent funds for emergencies, funding hospital improvements, or providing for other special needs, and may deposit any part of such special fund in accordance with the provisions contained in subsection (1) for the deposit of other funds of such hospital. Said commissioners or board of trustees may also

invest any part of such special fund, any funds derived from the sale of bonds, or any other funds in excess of the sums which will be required to meet the current needs and demands of no more than seven (7) business days in the following:

(a) In any bonds or other direct obligations of the United States of America or the State of Mississippi, or of any county, school district or municipality of this state, which such county, school district or municipal bonds have been approved by a reputable bond attorney or have been validated by decree of the chancery court;

(b) In obligations issued or guaranteed in full as to principal and interest by the United States of America which are subject to a repurchase agreement with a financial institution certified as a qualified depository;

(c) In United States government agency, United States government instrumentality, or United States government sponsored enterprise obligations, the principal and interest of which are fully guaranteed by the government of the United States, such as the Government National Mortgage Association; or United States government agency, United States government instrumentality, or United States government sponsored enterprise obligations, the principal and interest of which are guaranteed by any United States government agency, United States government instrumentality, or United States government sponsored enterprise. However, at no time shall the funds invested in United States government agency, United States government instrumentality, or United States government sponsored enterprise obligations enumerated in the preceding sentence exceed fifty percent (50%) of all monies invested with maturities of thirty (30) days or longer. The limitation set forth in the preceding sentence shall be applicable only at the time of purchase and shall not require the liquidation of any investment at any time;

(d) In an account or accounts in one or more financial institutions located in this state, and such funds when so invested shall have the same security and protection as required in Section 27-105-315;

(e) In an insured account or accounts in one or more financial institutions in this state whose accounts are insured by the Federal Deposit Insurance Corporation; provided that the amount in any single account shall not exceed the amount which at any one time is insured by the Federal Deposit Insurance Corporation;

(f) In any open-end or closed-end management type investment company or investment trust registered under the provisions of 15 USCS Section 80(a)-1 et seq., provided that the portfolio of such investment company or investment trust is limited to direct obligations issued by the United States of America, United States government agencies, United States government instrumentalities or United States government sponsored enterprises, and to repurchase agreements fully collateralized by direct obligations of the United States of America, United States government agencies, United States government instrumentalities or United States government sponsored enterprises, and the investment company or investment trust takes delivery of such collateral for the repurchase agreement, either directly or through an authorized custodian. The total dollar amount of funds invested in all open-end and closed-end management type investment companies and investment trusts at any one time shall not exceed twenty percent (20%) of the total dollar amount of funds invested under this subsection. The limitation set forth in the preceding sentence shall be applicable only at the time of purchase and shall not require the liquidation of any investment at any time;

(g) In a trust fund consisting of pooled or commingled funds of other hospitals, provided that:

(i) The portfolio of such trust fund may include investments in commercial paper and bankers

acceptances or other short-term obligations issued by banks having one (1) of the two (2) highest short-term rating categories of either Standard & Poor's Corporation or Moody's Investors Service, or corporate notes and bonds having one (1) of the three (3) highest long-term rating categories of either Standard & Poor's Corporation or Moody's Investors Service, or in any open-ended or closed-ended management-type investment company or investment trust registered under the provisions of 15 USCS Section 80(a)-1 et seq., that would contain the aforementioned securities;

(ii) The portfolio of such trust fund is otherwise limited to investments authorized under this section; provided, however, that such investments shall not be subject to the percentage limitations set forth in subsection (2)(c) or subsection (2)(f) of this section;

(iii) Such trust is managed by an entity with trust powers or by an investment adviser registered with the Securities and Exchange Commission and retained as an investment manager by the commissioners or the board of trustees, as the case may be; and

(iv) Any investment manager approved by the commissioners or the board of trustees, as the case may be, shall invest such commingled funds as a fiduciary.

In addition, the commissioners or the board of trustees, in their or its discretion, may invest such funds as permitted by Section 19-9-29, 21-33-323, 27-105-33 or 37-59-43, as the same may be amended from time to time.

In any event, the bonds or obligations described in paragraph (a), (b) or (c) of this subsection (2) in which such funds are invested shall mature or be redeemable prior to the time the funds so invested will be needed for expenditures. When bonds or other obligations have been so purchased, the same may be sold or surrendered for redemption at any time by order or resolution of the commissioners or board of trustees of any such hospital, and the president or vice president, when authorized by such order or resolution, shall have the power and authority to execute all instruments and take such other action as may be necessary to effectuate the sale or redemption thereof.

When any such special fund is maintained for a purpose that requires contract letting or other action by the governing authority or authorities of the counties, cities, towns, supervisors districts or election districts, separately or jointly owning and operating such hospital, the commissioners or board of trustees of the hospital may transfer the whole or any part of any such special fund to the governing authority or authorities aforesaid on condition that the same be used for such purpose or returned to the transferring commissioners or board of trustees within the time designated in the conditions.

(3) All funds which shall be derived from any tax levied for the support and maintenance of any such hospital, and all other funds which may be made available for the support and maintenance of any such hospital by the state or any county or municipality, and all fees and other monies which may be collected or received by or for such hospital shall be placed in a special fund to the credit of such hospital within sixty (60) days after collection, and all such funds shall be expended and paid out upon the allowance of the board of trustees or commissioners of the hospital, as the case may be, and disbursed by checks signed by such person, officer or officers, as may be designated by such board of trustees or commissioners. Any officer or person who shall be designated by such board of trustees or commissioners to execute such checks shall furnish to such board of trustees or commissioners a good and sufficient surety bond in such amount as such board of trustees may fix, conditioned upon the faithful discharge of his duties, and the premium on such bond shall be paid from the funds available for the support and maintenance of such hospital. No funds shall be disbursed by any such hospital until the board of trustees or the commissioners thereof shall have adopted an annual budget and submitted same to the respective governing authority or authorities of the counties, cities, towns, supervisors districts, or

election districts, separately or jointly owning and operating such hospital, and until such budget shall have been approved by the governing authority or authorities, as the case may be, which approval shall be evidenced by a proper order recorded upon the minutes of each such authority. The accounts and records of any such hospital shall be audited by the State Department of Audit at the same time and in the same manner as the accounts and financial records of the county are audited, and for such purpose shall be considered in all respects as county accounts and records; however, this provision with regard to such audits shall be applicable only to hospitals owned wholly or in part by a county.

(4) The provisions of this section shall not apply to hospitals owned jointly by a city and county and operated by lease agreement or contract with a nonprofit hospital corporation.

SOURCES: Codes, 1942, Sec. 9175.5; Laws, 1950, ch. 518, Secs. 1-3; 1954, ch. 289, Sec. 2; 1958, ch. 361; 1962, ch. 416; 1968, ch. 452, Sec. 1; 1975, ch. 313; 1985, ch. 514, Sec. 11, eff from and after October 1, 1985. Laws, 1995, ch. 567, Sec. 5, eff from and after passage (approved April 7, 1995); Laws, 1998, Ch. 309, § 1, HB 1353, eff July 1, 1998. Amended by Laws 1999, Ch. 547, Sec. 1, HB1435, eff. July 1, 1999. Laws 2000, Ch. 399, Sec. 1, SB3058; Laws, 2003, ch. 388, § 1, HB 1096, eff from and after July 1, 2003.

PREVIOUS VERSIONS: Pre-2003

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MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-367. Surplus funds; transfer to other funds; procedures; petition and election as to certain transfers; retirement of bonds and interest.

(1) The board of supervisors and municipal governing authorities, by order spread on their minutes, may transfer any balance remaining in a special fund in the treasury of the county or municipality, as the case may be, to the general fund to be used for general purposes for the succeeding fiscal year if the purpose for which the special fund was created has been fully carried out. Taxes imposed for the succeeding fiscal year for county or municipal general purposes shall be reduced by the amount of such balance transferred from the special fund to the general fund.

(2)

(a) When there is any surplus monies less than Two Thousand Five Hundred Dollars (\$2,500.00) in any special fund in the treasury of any county, road district, school district or other taxing district, or any municipality, and the board of supervisors, acting for the county or any road district, school district or other taxing district thereof, or the governing authorities of the municipality, as the case may be, shall desire to transfer all or part of the surplus monies in the special fund to some other fund of said county, road district, school district or other taxing district, or said municipality, as the case may be, such board of supervisors or the governing authorities of the municipality, as the case may be, shall cause an order to be entered on their minutes declaring their intention so to do, which said order shall show the name of the special fund, the amount of surplus monies to be transferred, and the name of the fund to which it is to be transferred, and same shall be transferred accordingly.

(b) Whenever the surplus monies in any special fund shall be Two Thousand Five Hundred Dollars (\$2,500.00) or more, the board of supervisors or the governing authorities of the municipality, as the case may be, desiring to transfer such surplus monies, shall cause notice of same to be published in some newspaper published in the county, district or municipality, as the case may be, for three (3) consecutive weeks or, if there be no newspaper so published, then in some newspaper having a general circulation in the county, district or municipality. Thereafter, the monies shall be transferred as stated in the order not less than thirty (30) days after the first publication in a newspaper as above stated, unless within said thirty (30) days, a petition against the proposed transfer, signed by twenty percent (20%) or fifteen hundred (1500), whichever is less, of the qualified electors residing in the county, district or municipality, as the case may be, shall be filed with the governing body. In the event such petition is filed, an election on the question of such transfer shall be called and held as herein provided. Notice of the election and manner of conducting it shall be the same as other elections conducted within counties or municipalities, as the case may be. The ballot shall have printed thereon the amount of surplus monies sought to be transferred, the purpose for which such monies were authorized to be used and a statement that a surplus exists in such fund, and the purpose for which such monies are sought to be used pursuant to their transfer. If a majority of the qualified electors voting in the election vote in favor of the transfer of surplus monies, then such monies shall be transferred. If a majority of the qualified electors voting in the election do not vote in favor of such transfer of surplus monies, then such monies shall not be transferred. Provided, however, that if the question of transferring the balance remaining in a special fund, the purpose for which such fund was created having been fully carried out, fails at an election held on same, then such monies shall be invested as authorized by law and shall be calculated in the budget for the county or municipality, as the case may be, to be used for general purposes for the succeeding fiscal year. Taxes imposed for the succeeding fiscal year for county or municipal general purposes shall be reduced by the amount of such monies in such special fund.

(3)

(a) When the balance remaining in any fund as set forth in subsections (1) and (2) represents a part of the proceeds of bonds sold for such county, district or municipality, and any part of said bonds or interest thereon remains unpaid, then such balance shall be transferred to the bond and interest fund to retire said bonds and interest due thereon, regardless of the amount thereof, without the necessity of publishing the order transferring same.

(b) Surplus monies in a bond and interest fund shall not be transferred unless there remains to the credit of such fund a sufficient balance to fully retire such bonds and interest thereon, including all redeemable bond coupons and the tax levy required to be made to pay principal of and interest on such bonds as they become due has been discontinued by the governing authorities of the county or municipality, as the case may be. Surplus monies in a bond and interest fund may be transferred to the general fund in accordance with subsection (1) of this section or to other funds in accordance with subsection (2) (b) of this section, regardless of the amount of the balance to be transferred.

SOURCES: Codes, 1942, Sec. 9176; Laws, 1932, ch. 191; 1950, ch. 232; 1983, ch. 386, Sec. 1, ch. 535, Sec. 1; 1988, ch. 337, eff from and after passage (approved April 15, 1988).

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MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-369. Acceptance by banks of checks payable to county, municipality, political subdivision or body politic.

All banks in this state are required to accept all checks and drafts that are payable to any county, municipality or any other political subdivision, or body politic, only for deposit to the credit of the particular payee to which such checks or drafts are payable, or to issue cashier's checks, certified checks and similar exchange in the name of and on behalf of the particular payee.

SOURCES: Laws, 1974, ch. 372, eff from and after passage (approved March 18, 1974).

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MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-371. Duty to deposit funds into county depository; disposition of unidentifiable funds; duty of chancery clerk.

All county officials who receive funds under the authority of their office shall deposit such funds into a county depository. Any unidentifiable funds found by the county auditor or the State Auditor in the county depository shall be settled into the general fund of the county within thirty (30) days of the determination.

Any funds settled into the general fund under the authority of this section which are later identified shall be properly disbursed by the chancery clerk after the approval of the board of supervisors.

SOURCES: Laws, 1986, ch. 306, eff from and after October 1, 1986.

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CITY OF HATTIESBURG
DESIGNATION OF MUNICIPAL DEPOSITORIES
INFORMATION SHEET
2021-2022

Municipal Depositories must be certified by the State Treasurer as meeting the Capital Ratio requirement specified in Code section 27-105-315, or they must be insured by the Federal Deposit Insurance Corporation (FDIC) or Federal Savings and Loan Insurance Corporation (FSLIC).

Financial institutions of the City of Hattiesburg insured by the FDIC or FSLIC may qualify if such institution had a primary Capital-to-Assets ratio of 5 %or more determined not later than December 1⁵¹ of each calendar year by State Treasurer on the basis of balance sheet of applying depositories at June 30th of the same calendar year. Each depository applicant must furnish to the State Treasure such financial statements, balance sheets and other documentation sworn to by a duly elected officer(s) on such date or dates and on such forms as the State Treasure may require. Willful misstatement of fact on such forms shall subject the officer and the financial institution to ineligibility to serve as a depository for a period of one (1) year commencing with the date on which the State Treasurer certifies that such a misstatement has been made.

Securities eligible for securing of municipal funds as provided in Section 27-105-5, in an amount at least equal to 105% of the maximum sum to be placed in such financial institution at any one time exclusively that portion of the amounts insured by FDIC or FSLIC must be deposited with the Office of the City Clerk of his/her designee. No bond shall be accepted as security except for its market value, the city retains the right to retain other and different security. Failure to comply shall cause the depository to forfeit its rights as a depository, and all City funds will be immediately removed.

In addition to the foregoing, all applicants are required to comply with the following State statutes contained in Chapter 105, Article, Volume 9, and more specifically Sections 27-105-301 through 27-105-371, Mississippi Code of 1972, as annotated and amended, copies of which are attached hereto for your information.

BY: Kermas Eaton

CITY CLERK



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Kermas Eaton, City Clerk

Date: Tuesday, November 17, 2020

Re: Authorize publication of Notice of Public Hearing proposing amendment of 2019 Action Plan per expedited process allowed by HUD for COVID-19 related amendments.
File Number: 2020-811
Minute Book #

Summary

Acknowledge publication of Notice of Public Hearing proposing amendment of 2019 Action Plan per expedited process allowed by HUD for COVID-19 related amendments

Recommendation Statement

I recommend approval of this item.

Please place this on the November 17, 2020 City Council meeting for consideration.

**PUBLIC NOTICE AND PUBLIC COMMENT PERIOD
CITY OF HATTIESBURG
CONSOLIDATED PLAN AND ACTION PLAN AMENDMENTS**

NOTICE is hereby given that the City of Hattiesburg, Department of Urban Development has produced a draft amendment to the 2019 Action Plan, which outlines proposed use of CDBG grant funds from the U.S. Department of Housing and Urban Development.

The amendment proposed relates to the City's response to the COVID-19 pandemic, and serves to enable the City to incorporate a second special allocation of \$475,435 in CDBG grant funding from the U.S. Department of Housing and Urban Development (HUD). Further, this amendment takes advantage of a waiver offered by HUD to expedite the public comment process in order to put these funds to use as soon as possible. As such, residents and other stakeholders are encouraged to provide any comments no later than November 19, 2020.

NOTICE is further hereby given that the draft document will be available for review at www.hattiesburgms.com/community-development or at City Hall, First Floor, Department of Urban Development, 200 Forrest Street, Hattiesburg, MS.

NOTICE is further hereby given that a Public Hearing will be held Tuesday, November 17, 2020 at 5:00 p.m. to afford an opportunity for stakeholders and residents to provide feedback and comments related to the proposed amendment. 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 3:00 p.m. on November 17, 2020.

Additionally, comments related to the draft document may be mailed to the City of Hattiesburg, Department of Urban Development, Community Development Division, P.O. Box 1898, Hattiesburg, MS 39403-1898, or delivered to City Hall, First Floor, Department of Urban Development, 200 Forrest Street, Hattiesburg, MS. Related comments should be delivered by November 19, 2020.

Questions may be directed to the Department of Urban Development at (601) 545-4558. To ensure compliance with the Americans with Disabilities Act (ADA), persons with disabilities that require aids or services to participate may contact the Department of Urban Development at (601) 545-4675; or e-mail shall@hattiesburgms.com in advance of meetings to make arrangements.

PUBLISH Once in the Legal Section: Thursday, November 12, 2020



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, November 17, 2020

Re: Rescind award of bid to Hol-Mac Corporation, approved at File # 2020-687 on September 22, 2020; Approve the revised specifications for one (1) 20 cubic yard rear loading refuse collection truck and authorize the re-advertisement for same.
File Number: 2020-836
Minute Book #

Summary

Rescind award of bid to Hol-Mac Corporation, approved at File # 2020-687 on September 22, 2020; Approve the revised specifications for one (1) 20 cubic yard rear loading refuse collection truck and authorize the re-advertisement for same.

Recommendation Statement

Please place this on the November 17, 2020 City Council meeting for consideration.

The City of Hattiesburg
20 Cubic Yard Rear Loading
Refuse Collection Truck

**BIDDER SHALL COMPLETE BY CHECKING THE FOLLOWING.
IF NOT COMPLIANT, STATE SPECIFICALLY ITEM BEING OFFERED.**

The City of Hattiesburg intends to use the Reverse Auction process to purchase one (1) or more 33,000 GVW Refuse Truck(s). This contract shall be valid until January 1, 2025. Purchase price shall be valid for two calendar year(s) and after the second year the awarding vendor may apply up to three (3) percent inflation price increase. The following are the suggested minimum specifications for one or more 2021 model or newer 33,000 GVW Refuse Truck(s). All bids must be equal in performance and quality pursuant to the bid specifications below, which are not intended to exclude any manufacturer's standard deviation. Any reference to manufacture's make or series of equipment stated in the following specifications is intended only to establish an acceptable standard and is not intended to limit the bidding. The City of Hattiesburg is acting under the authority of Section 31-7-13, Miss. Code of 1972 Amended, and reserves the right to reject any and all bids.

ENGINE & EQUIPMENT

New & Unused 2021

YES

NO

OFFERED

☐☐

Conventional Cab

☐☐

ENGINE & EQUIPMENT

370 HP Engine or greater with turbo exhaust brake

☐☐

1000 lb/ft Torque or greater

☐☐

Oil cooler

☐☐

Air Compressor 18. 7 CFM or greater

☐☐

Air Cleaner: Donaldson Dry Type

☐☐

2-Speed fan hub

☐☐

1000 sq/in Cooling module or greater

☐☐

Radiator bug screen on back side of hood grill

☐☐

Single vertical SOC tailpipe, RH with DPF/SCR right side under cab

☐☐

2 spare switches wired to power

☐☐

Fleetguard filter/water separator

☐☐

Engine block heater (120 volt minimum)

☐☐

160 AMP Alternator

☐☐

Three(3) batteries: 2100-2190CCA dual purpose

☐☐

12-Volt light system with circuit protection

☐☐

12-Volt Starter

☐☐

2 Battery disconnect switch

☐☐

Body builder harness to end of frame

☐☐

YES NO OFFERED

TRANSMISSION & EQUIPMENT

Allison 3000RDS series 6-speed automatic transmission or equal
Heat exchanger
Oil level sensor
Transmission PTO Rear Support Spring(s)
El 3 Standard duty drivelines, 2 center bearing
Torque converter
Park brake auto neutral

☐	☐	
☐	☐	
☐	☐	
☐	☐	
☐	☐	
☐	☐	
☐	☐	

FRONT AXLE & EQUIPMENT

12k or greater front axle, Dana Spicer E-10021L or equal
13,200 lb. Air brake package
16 1/2" x 5" Cast drum brakes

☐	☐	
☐	☐	
☐	☐	

Aluminum 10-bolt hub pilot LMS hubs with hub caps
Front oil seals
Front slack adjusters
13.2 lb. or greater Taper leaf front springs
Front shock absorbers
Single gear power steering

☐	☐	
☐	☐	
☐	☐	
☐	☐	
☐	☐	
☐	☐	

REAR AXLE & EQUIPMENT

23,000 lb. Rear axle, Dana S23-170 or equal
Rear axle ratio: 5.63-6.14
23,000 lb. Air brake package
16 1/2" x 7" Cast drum brakes
Iron 10-bolt hub pilot hubs
Rear slack adjusters
Single spring brake 3036
Bendix 4SI4M Anti-lock brake system
23,000 lb. Multileaf suspension, REYCO 79KB or equal

☐	☐	
☐	☐	
☐	☐	
☐	☐	
☐	☐	
☐	☐	
☐	☐	
☐	☐	
☐	☐	

TIRES & WHEELS

Front tires: 11R22.5 20PR
Rear tires: 11R22.5 20PR
Front wheels: Steel Wheels
Rear wheels: Steel wheels

☐	☐	
☐	☐	
☐	☐	
☐	☐	

	YES	NO	OFFERED
FRAME & EQUIPMENT			
10 3/4" x 3/8" Steel frame	☐	☐	
2,132,000RBM or greater	☐	☐	
120,000 PSI Yield steel	☐	☐	
Section modulus: 17.80 in ³	☐	☐	
Aerodynamic bumper, painted	☐	☐	
Two removable front tow hooks	☐	☐	
FUEL TANK(S) & EQUIPMENT			
75 Gallon minimum or greater aluminum fuel tank	☐	☐	
11 Gallon DEF tank; LH mount	☐	☐	
CAB & EQUIPMENT			
Aluminum or equivalent in Steel Cab	☐	☐	
Bulkhead doors or steel equivalent	☐	☐	
Heater with integral defroster and AC	☐	☐	
Adjustable telescoping tilt steering column (no exceptions)	☐	☐	
Dash mounted air filter restriction gauge	☐	☐	
Transmission oil temperature gauge	☐	☐	
Tachometer	☐	☐	
Fuel gauge	☐	☐	
Engine coolant temperature gauge	☐	☐	
Engine oil pressure gauge	☐	☐	
Voltmeter	☐	☐	
Engine hour meter	☐	☐	
Primary and secondary air restriction gauges	☐	☐	
DEF fluid level gauge	☐	☐	
Air driver seat	☐	☐	
Two-man passenger seat	☐	☐	
Radio Must have Bluetooth	☐	☐	
Cab access grab handles, LH & RH	☐	☐	
Daylight doors with RH peeper window	☐	☐	
Air horn; LH top of room mount	☐	☐	
Heated mirrors	☐	☐	
Dual halogen headlights	☐	☐	
Exterior Stainless steel sun visor	☐	☐	
Fender mounted turn signal lights	☐	☐	
Circuit breakers replacing all but 5-amp fuses	☐	☐	
Bendix AD-IS air dryer, heated; mounted LH rail back of cab	☐	☐	

	YES	NO	OFFERED
Moisture drain valve with pull cable drain	☐	☐	_____

PAINT

Color: white	☐	☐	_____
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ADDITIONAL REQUIREMENTS

Delivery Date: Delivery will be a determining factor to establish lowest and best bid pursuant to Mississippi code 31-7-13 section D. Requested delivery date: _____

SPECIFICATION

For "RLX20" High Compaction Rear Loader Truck-Mounted, 20 Cubic Yard Rear Loader Body.

THE UNIT WILL BE USED IN COLLECTION AND LOADING OF RESIDENTIAL OR COMMERCIAL REFUSE. THIS SPECIFICATION DESCRIBES A HYDRAULICALLY ACTUATED PACKER BODY OF THE REAR LOADING TYPE WITH THE FOLLOWING MINIMUM SPECIFICATIONS NECESSARY TO PERFORM

THE WORK ASSIGNED.

UNIT MUST BE MANUFACTURED IN AN ISO 9001:2008 CERTIFIED FACILITY.

THE BODY SHALL CONFORM TO THE LATEST ANSI Z245 SPECIFICATION AS WELL AS THE FEDERAL MOTOR VEHICLE SAFETY STANDARD FMVSS-108 AT THE TIME OF MANUFACTURE. ALL BIDDERS MUST FILL IN ALL INFORMATION. IF MEETING OR EXCEEDING SPECIFICATIONS PUT YES, AND IF EXCEPTIONS ARE TAKEN PUT NO. ANY EXCEPTIONS MUST BE EXPLAINED IN WRITING. ALL PROPOSALS INCLUDE DELIVERY, TRAINING OF OPERATORS AND SERVICE PERSONNEL.

CAPACITY

	YES	NO	OFFERED
1. THE MINIMUM CAPACITY OF THE BODY SHALL BE 20 CUBIC YARDS EXCLUSIVE OF THE HOPPER.	☐	☐	_____
2. THE MINIMUM CAPACITY OF THE HOPPER SHALL BE 3.61 CUBIC YARDS WITHOUT THE USE OF A HOPPER LOADING SILL EXTENSION.	☐	☐	_____
3. THE BODY SHALL BE DESIGNED TO ALLOW HIGH DENSITY COMPACTION OF UP TO 1000 LBS. PER CUBIC YARD OF HOUSEHOLD REFUSE.	☐	☐	_____

BODY DIMENSIONS

1. THE MAXIMUM OVERALL WIDTH SHALL BE 96 INCHES.	☐	☐	_____
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	YES	NO	OFFERED
2. THE MAXIMUM OVERALL LENGTH SHALL BE 250 INCHES.	☐	☐	_____
3. THE MAXIMUM HEIGHT ABOVE THE CHASSIS FRAME SHALL BE 98" INCHES.	☐	☐	_____
4. THE INSIDE WIDTH OF THE BODY SHALL BE 85 INCHES AT THE WIDEST POINT.	☐	☐	_____
5. THE INSIDE HEIGHT OF THE BODY SHALL BE 84 INCHES AT THE HIGHEST POINT.	☐	☐	_____
6. THE MINIMUM WEIGHT OF THE BODY AND THE TAILGATE (LESS SPECIAL OPTIONS) SHALL BE 13,000 LBS.	☐	☐	_____
BODY CONSTRUCTION			
1. THE BODY SHALL HAVE A SMOOTH FLOOR WITHOUT A TROUGH. NO CYLINDERS, VALVES OR OTHER HYDRAULIC COMPONENTS SHALL BE EXPOSED TO REFUSE PACKED INTO THE BODY. <u>FLOORS WITH TROUGH OR DEPRESSION WILL NOT BE ACCEPTED.</u>	☐	☐	_____
2. THE BODY FLOOR, SIDES AND ROOF SHALL BE DESIGNED AND CONSTRUCTED TO WITHSTAND MAXIMUM IMPOSED FORCE OF RESIDENTIAL REFUSE WITHOUT STRUCTURAL DAMAGE OR EXCESSIVE WEAR.	☐	☐	_____
3. THE BODY SIDES SHALL BE FABRICATED FROM 10 GAUGE 80,000 PSI YIELD STEEL AND BE OF A CURVED ONE-PIECE DESIGN.	☐	☐	_____
4. THE BODY ROOF SHALL BE FABRICATED FROM 10 GAUGE 80,000 PSI YIELD STEEL AND BE OF A CURVED ONE-PIECE DESIGN.	☐	☐	_____
5. A 46" x 35" BODY SIDE DOOR SHALL BE LOCATED ON THE DRIVER'S SIDE. THE DOOR SHALL BE HELD SHUT BY A SPRING-LOADED LATCH.	☐	☐	_____
6. THE BODY FLOOR SHALL BE FABRICATED FROM A SINGLE SHEET OF 7 GAUGE HI-TENSILE STEEL, WITH NO DEPRESSION OR TROUGH.	☐	☐	_____

	YES	NO	OFFERED
7. THE BODY LONGITUDINAL SHALL BE 8" TALL STRUCTURAL CHANNEL.	☐	☐	
8. THE FLOOR CROSS MEMBERS SHALL BE TAPERED FROM THE LONG SILL OUTBOARD TO THE BODY SIDE SHEET.	☐	☐	
9. THE FLOOR CROSS MEMBERS SHALL BE FABRICATED FROM 7 GAUGE HI-TENSILE STEEL.	☐	☐	

TAILGATE DIMENSIONS

1. THE MINIMUM HOPPER OPENING SHALL BE 80" WIDE AND 56" HIGH TO PERMIT UNOBSTRUCTED LOADING OF THE TAILGATE HOPPER.	☐	☐	
2. THE TOP OF THE LOADING SILL SHALL BE EQUAL HEIGHT TO THE TOP OF CHASSIS FRAME TO FACILITATE EASY LOADING.	☐	☐	
3. THE OVERALL HEIGHT ABOVE THE CHASSIS FRAME WITH TAILGATE RAISED SHALL BE 167 INCHES.	☐	☐	
4. THE LENGTH OF THE TAILGATE SHALL BE 75"	☐	☐	

TAILGATE CONSTRUCTION

1. THE LOWER TAILGATE SIDES SHALL BE FABRICATED FROM ASTM A-514 STEEL W/ MINIMUM HARDNESS OF 321 BHN.	☐	☐	
2. THE HOPPER FLOOR AND CHUTE SHALL BE FABRICATED FROM 1/4" ASTM A—51 4 STEEL WI MINIMUM HARDNESS OF 321 BHN.	☐	☐	
3. THE TAILGATE SIDES SHALL BE REINFORCED WITH HI-TENSILE STEEL CHANNELS INTERLACED AND FULLY WELDED TO THE SIDE SHEETS.	☐	☐	
4. THE HOPPER AND CHUTE FLOOR SHALL BE REINFORCED WITH HI-TENSILE STEEL CHANNELS.	☐	☐	
5. THE TAILGATE SHALL BE SECURED TO THE BODY WITH TAILGATE LOCK BARS MADE OF ASTM A-514 STEEL. THE TAILGATE LOCKS SHALL OPERATE AUTOMATICALLY WHEN THE TAILGATE IS RAISED OR LOWERED.	☐	☐	
6. THE TAILGATE SEAL SHALL EXTEND A MINIMUM 24 INCHES UP THE BODY SIDE.	☐	☐	
7. TWO GRAB HANDLES SHALL BE LOCATED ON EACH SIDE OF THE TAILGATE.	☐	☐	

	YES	NO	OFFERED
8. THE REAR STEPS SHALL BE FABRICATED FROM OPEN GRIP MATERIAL WITH A MINIMUM STANDING SURFACE OF 330 SQUARE INCHES PER STEP. THE STEPS SHALL COMPLY WITH A.N.S.I. STANDARDS. STEPS SHALL BE OF A BOLT-ON DESIGN.	☐	☐	_____
PACKING MECHANISM			
1. THE PACKING CYCLE SHALL BE CONTROLLED BY A TWO-LEVER CONTROL THAT ALLOWS THE OPERATOR TO START, STOP AND REVERSE THE DIRECTION OF ANY FUNCTION AT ANY POINT DURING THE PACKING CYCLE.	☐	☐	_____
2. THE TAILGATE CONTROL VALVE SHALL BE LOCATED WITHIN THE TAILGATE. IT SHALL BE A SECTIONAL VALVE.	☐	☐	_____
3. THE PACKING MECHANISM SHALL CONSIST OF TWO PRIMARY COMPONENTS: THE SLIDE AND THE PACKER (SWEEP) BLADE.	☐	☐	_____
A. <i>THE PACKING MECHANISM SHALL BE MOUNTED ON FOUR WEARSHOE ASSEMBLIES UTILIZING UHMW POLY WEAR SHOES. THE SHOES SHALL BE REPLACEABLE WITHOUT REMOVING THE SLIDE ASSEMBLY FROM THE TAILGATE.</i>	☐	☐	_____
B. <i>THE PACKER AND SLIDE SHALL BE HINGED BY TWO 3" DIAMETER ALLOY STEEL PINS. THESE PINS SHALL ALSO SUPPORT THE (2) LOWER WEAR SHOE ASSEMBLIES</i>	☐	☐	_____
C. THE SLIDE FACE SHALL BE CONSTRUCTED FROM 3/16" ASTM A-514 STEEL W/ MINIMUM HARDNESS OF 321 BHN.	☐	☐	_____
D. THE PACKER BLADE SHALL BE MOUNTED TO, AND PIVOT ON, THE SLIDE. THE PACKER BLADE SHALL BE FABRICATED FROM HI-TENSILE STEEL PLATE, OF VARYING THICKNESS FROM 10 GA. TO 1/2"	☐	☐	_____
E. THE PACKER SHALL HAVE REPLACEABLE HEAT-TREATED BUSHINGS IN THE PIVOTS. THE FACE SHEET SHALL BE 3/16" ASTM A- 514 STEEL W/ MINIMUM HARDNESS OF 321 BHN.	☐	☐	_____
4. THE PACKING MECHANISM SHALL BEPOWERED BY TWO 4 1/2" BORE CUSHIONED HYDRAULIC CYLINDERS	☐	☐	_____
5. THE SLIDE MECHANISM SHALL BE POWERED BY TWO 5" BORE CUSHIONED HYDRAULIC CYLINDERS	☐	☐	_____
6. THE SLIDE AND PACKER CYLINDERS SHALL HAVE HARDENED,	☐	☐	_____

	YES	NO	OFFERED
CHROME PLATED RODS. EACH CYLINDER SHALL HAVE REPLACEABLE HEAT-TREATED BUSHINGS.			
7. THE PACKING BLADES SHALL OPERATE IN A MINIMUM 20 SECOND CYCLE TIME WITH A MINIMUM 3 SECOND RELOAD TIME.	☐	☐	
8. THE COMPACTION CYCLE SHALL INTERRUPT ABOVE THE HOPPER SILL.	☐	☐	
9. MATERIAL IN THE HOPPER SHALL BE COMPACTED BETWEEN THE PACKING MECHANISM AND THE EJECTOR PANEL. THE EJECTOR PANEL SHALL HOLD PRESSURE AGAINST THE COMPACTED MATERIAL AND WILL AUTOMATICALLY DRIFT FORWARD BY A HYDRAULIC LOAD CONTROL VALVE WITHOUT OPERATOR ASSISTANCE.	☐	☐	
10. THE PACKER BLADE (SWEEP) ASSEMBLY SHALL BE PROTECTED BY A SECONDARY RELIEF VALVE THAT IS INTEGRAL TO THE TAILGATE- MOUNTED CONTROL VALVE.	☐	☐	
EJECTION SYSTEM			
1. THE LOAD SHALL BE EJECTED BY A DOUBLE ACTING, TELESCOPIC HYDRAULIC CYLINDER THAT SHALL EXTEND AND RETRACT THE EJECTOR PANEL THE FULL LENGTH OF THE BODY WITHOUT THE USE OF CLAMP BARS OR RELATED HARDWARE.	☐	☐	
2. THE EJECTOR CYLINDER SHALL HAVE REPLACEABLE HEAT TREATED BUSHINGS. THE CYLINDER SHALL HAVE THE FOLLOWING DIMENSIONS: <i>CYLINDER: BORE: 5.5" // STROKE 91" // STAGES 2</i>	☐	☐	
3. THE EJECTOR PANEL SHALL HAVE A 10 GAUGE HI-TENSILE STEEL FACE SHEET THAT IS REINFORCED BY STRUCTURAL STEEL TUBING AND FORMED CHANNELS OF HIGH TENSILE STEEL.	☐	☐	
4. THE EJECTOR PANEL SHALL BE MOUNTED ON 8 HIGH-DENSITY POLYETHYLENE WEAR SHOES THAT SHALL BE REPLACEABLE WITHOUT REMOVING THE EJECTOR PANEL FROM THE BODY. METALLIC SHOES ARE NOT ACCEPTABLE.	☐	☐	
5. THE EJECTOR PANEL SHALL BE GUIDED IN THE BODY BY TWO GUIDE TRACKS LOCATED ON THE BODY SIDES 4" ABOVE THE BODY FLOOR. THE TRACKS SHALL BE 5 3/4" DEEP, FABRICATED FROM HI-TENSILE STEEL AND FULLY WELDED TO THE BODY SIDES.	☐	☐	

	YES	NO	OFFERED
6. THE EJECTOR CYLINDER SHALL BE MOUNTED ANGULARLY TO THE BODY FLOOR AND NOT REQUIRE A TROUGH OR DEPRESSION IN THE FLOOR.	☐	☐	_____

CONTROLS

1. THE EJECTOR AND TAILGATE LIFT CONTROLS SHALL BE MOUNTED AT THE LEFT FRONT OF THE BODY.	☐	☐	_____
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2. EJECTOR AND TAILGATE CONTROLS SHALL BE MOUNTED DIRECTLY TO THE VALVE SPOOL.	☐	☐	_____
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3. A THROTTLE ADVANCE SWITCH SHALL BE LOCATED CONVENIENT TO THE EJECTOR AND TAILGATE LIFT CONTROLS.	☐	☐	_____
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4. THE TAILGATE CONTROLS SHALL BE LOCATED AT THE RIGHT REAR OF THE TAILGATE. THE TWO-LEVER DESIGN SHALL HAVE POSITIVE CONTROL OF MOVEMENT OF THE PACKING MECHANISM AT ALL TIMES. <i>THE TAILGATE CONTROLS SHALL COMPLY WITH THE APPLICABLE A.N.S.I. REGULATIONS.</i>	☐	☐	_____
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5. AN AUTOMATIC THROTTLE ADVANCE DEVICE SHALL BE INCORPORATED WITH THE TAILGATE CONTROLS.	☐	☐	_____
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HYDRAULIC SYSTEM

1. THE HYDRAULIC PUMP SHALL BE A FIXED DISPLACEMENT RATED AT NO LESS THAN 2500 PSI WORKING PRESSURE AND HAVE SUFFICIENT CAPACITY TO EQUAL 35-38 GPM FLOW AT A REASONABLE ENGINE RPM.	☐	☐	_____
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2. THE HYDRAULIC PUMP SHALL BE A DIRECT MOUNT TO A TRANSMISSION-DRIVEN CLUTCH-ACTIVATED HOT SHIFT PTO OR DRIVEN BY THE ENGINE CRANKSHAFT.	☐	☐	_____
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3. FOR EXTENDED LIFE OF ALL HYDRAULIC COMPONENTS THE MAXIMUM OPERATING PRESSURE SHALL NOT EXCEED 2,750 PSI.	☐	☐	_____
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4. THE HYDRAULIC SYSTEM SHALL INCORPORATE AN ADJUSTABLE RELIEF IN THE BODY VALVE.	☐	☐	_____
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5. HYDRAULIC HOSES AND TUBES SHALL BE SECURED BY CLAMPS AS REQUIRED TO PREVENT DAMAGE FROM ABRASION AND VIBRATION. HYDRAULIC HOSES AND TUBES SHALL USE S.A.E. O-RING BOSS AND	☐	☐	_____
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	YES	NO	OFFERED
JIC 37 DEGREE FLARE ENDS FOR ZERO LEAKS.			
6. HYDRAULIC HOSES SHALL COMPLY WITH THE APPLICABLE S.A.E. STANDARDS FOR THE DESIGNED SPECIFICATIONS.	☐	☐	
7. HYDRAULIC HOSES ARE TO HAVE A 4:1 BURST TO WORKING PRESSURE SAFETY FACTOR.	☐	☐	
8. THE HYDRAULIC OIL RESERVOIR SHALL HAVE A MINIMUM CAPACITY OF 50 GALLONS. THE RESERVOIR SHALL BE EQUIPPED WITH FILLER, BREATHER CAP, SIGHT GLASS, CLEAN OUT COVER, 100 MESH SUCTION FILTER, MAGNETIC TANK DRAIN PLUG AND GATE VALVE AT THE SUCTION OUTLET. THE HYDRAULIC RESERVOIR SHALL NOT BE A STRUCTURAL MEMBER OF THE BODY OR THE MOUNT FOR THE EJECTOR CYLINDER.	☐	☐	
9. A 10 MICRON INLINE RETURN LINE FILTER SHALL BE LOCATED ON THE HYDRAULIC TANK AND BE EQUIPPED WITH A CONDITION INDICATOR.	☐	☐	
10. A SUCTION SCREEN FILTER OF 100 MESH (141 MICRON) SHALL STRAIN ALL THE OIL LEAVING THE TANK. SUCTION FILTER SHALL BE EQUIPPED WITH A 5 P.S.I. BYPASS VALVE.	☐	☐	
11. ALL HYDRAULIC VALVES SHALL BE SECTIONAL IN ORDER TO ALLOW REPLACEMENT OF DEFECTIVE SECTIONS WITHOUT REPLACEMENT OF THE ENTIRE VALVE.	☐	☐	
12. ALL CYLINDERS AND VALVES SHALL HAVE SAE O-RING BOSS PORTS.	☐	☐	
13. HYDRAULIC SYSTEM SHALL MET AN ISO CLEANLINESS STANDARD OF 20/18/13.	☐	☐	
14. MANUFACTURER SHALL PROVIDE PRINTED ISO HYDRAULIC CLEANLINESS RECORD.	☐	☐	
HYDRAULIC CYLINDERS			
1. ALL CYLINDERS SHALL HAVE A WORKING PRESSURE RATING OF 3000 PSI.	☐	☐	
2. THE PACKER AND SLIDE CYLINDERS SHALL HAVE HARD	☐	☐	

	YES	NO	OFFERED
CHROME PLATED RODS.			
3. THE PACKER AND SLIDE CYLINDERS SHALL CARRY A MINIMUM ONE YEAR WARRANTY.	☐	☐	
4. TAILGATE CYLINDERS SHALL HAVE HARDENED CHROME PLATED CYLINDER RODS, AND BE EQUIPPED WITH RESTRICTORS TO LIMIT THE SPEED OF RAISING AND LOWERING OF THE TAILGATE.	☐	☐	
6. TELESCOPIC CYLINDERS SHALL HAVE CHROME PLATED CYLINDER SLEEVES AND PLUNGERS	☐	☐	
7. ALL CYLINDERS ARE TO OPERATE WITH-OUT DIRECT CONTACT WITH THE COMPACTED LOAD.	☐	☐	
ELECTRICAL			
1. ALL ELECTRICAL WIRING SHALL BE COLOR CODED AND BE PROTECTED BY LOOM.	☐	☐	
2. ELECTRICAL HARNESSSES SHALL BE CONNECTED WITH WEATHERPROOF AUTOMOTIVE-GRADE ELECTRICAL CONNECTORS.			
3. ELECTRICAL WIRES SHALL BE STRANDED COPPER TYPE WITH AN SXL COVERING TO REMAIN FLEXIBLE AND RESIST DETERIORATION.	☐	☐	
4. ELECTRICAL WIRES SHALL BE COLOR CODED AND NUMBERED FOR EASY IDENTIFICATION.	☐	☐	
5. BODY ELECTRICAL SYSTEM SHALL BE PROTECTED WITH ITS OWN FUSE BLOCK.	☐	☐	
6. ALL FUSES SHALL BE ATO TYPE.	☐	☐	
7. ALL LIMIT SWITCHES SHALL BE WATER PROOF TO PREVENT DAMAGE FROM THE ELEMENTS AND PRESSURE WASHING.	☐	☐	
8. ALL LIGHTING SHALL COMPLY WITH F.M.V.S.S. #108, WITH AN ADDITIONAL SET OF TWO STOP, TAIL AND TURN LIGHTS MOUNTED ABOVE THE HOPPER ON A LIGHT BAR.	☐	☐	

	YES	NO	OFFERED
9. CLEARANCE, BACKUP, STOP AND DIRECTIONAL LIGHTS SHALL BE RUBBER GROMMET MOUNTED WITH SEALED LIGHT HOUSINGS, LEXAN LENSES, VIBRATION RESISTANT FILAMENTS, AND UNITIZE SEALED QUICK-CHANGE CONNECTIONS.	☐	☐	_____
10. A 112 DB BACKUP ALARM CONFORMING TO CURRENT STANDARDS MUST BE PROVIDED. THE ALARM MUST ALSO SOUND WHEN THE TAILGATE IS OPEN.	☐	☐	_____
11. CONSPICUITY TAPE SHALL BE APPLIED PER ANSI Z245 REQUIREMENTS.	☐	☐	_____
PAINTING			
1. ALL BURRS AND ROUGH AREAS ARE TO BE GROUND SMOOTH AND ALL WELDS CLEANED TO REMOVE SLAG.	☐	☐	_____
2. PRIOR TO APPLICATION OF ANY COATING, ALL SURFACES SHALL	☐	☐	_____
3. BE THOROUGHLY CLEANED AND CONDITIONED WITH A PHOSPHATE SOLUTION.			
4. THE BODY SHALL THEN BE COATED WITH TWO (2) COATS OF A SELF- ETCHING EPOXY PRIMER.	☐	☐	_____
5. TWO FINISH COATS OF POLYURETHANE ENAMEL SHALL BE APPLIED TO PRODUCE A HIGH GLOSS FINISH.	☐	☐	_____
WARRANTY			
1. ONE YEAR WARRANTY ON THE ENTIREUNIT.	☐	☐	_____
OPTIONS TO BE INCLUDED			
1. 15,000 LB. REEVING MECHANISM WITH ALL APPLICABLE HARDWARE MUST BE MOUNTED THAT IS CAPABLE OF DUMPING — REARLOAD CONTAINER	☐	☐	_____
2. KICK BAR	☐	☐	_____
3. SMART LIGHTS SYSTEM	☐	☐	_____
4. HOPPER WORKLIGHTS	☐	☐	_____
5. REAR VISION COLOR CAMERA SYSTEM	☐	☐	_____

6 DUAL ROTARY ACTUATED CART TIPPERS

YES
☐

NO
☐

OFFERED

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive bids in the following manner:

Proposals will be accepted until 10:00a.m. On Thursday, December 17, 2020, by electronic bid submission or in sealed envelopes at the Office of the City Clerk, 200 Forrest Street, Hattiesburg, MS 39401. Vendors must supply prices with their proposal. The bid form should be filled out and uploaded by the date and time stated above.

Specifications and procedures can be downloaded from Central Bidding at www.centralbidding.com All bids must comply with the specifications provided. The City of Hattiesburg reserves the right to amend the specifications, as necessary.

Submissions will be evaluated and vendors submitting acceptable offers will be invited to submit priced bids via reverse auction. Electronic bids and/or reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic process, please call Central Bidding at (225)810-4814.

Qualified bidders will be invited to participate in a reverse auction, which will take place on December 23, 2020, at 10:30a.m.

20 CUBIC YARD REAR LOADING REFUSE COLLECTION TRUCK.

The above shall bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 17th day of November, 2020.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton/s/
CITY CLERK

Publish 11-25-20 & 12-3-20



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Kermas Eaton, City Clerk

Date: Tuesday, November 17, 2020

Re: Approve and authorize issuance of manual checks for CDBG Program Claims per attached Memorandum. {Entitlement CDBG}
File Number: 2020-808
Minute Book #

Summary

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

Recommendation Statement

I recommend issuance of manual checks for CDBG Program Claims per attached Memorandum

Please place this on the November 17, 2020 City Council meeting for consideration.

BONNER ANALYTICAL TESTING CO. INC.2703 Oak Grove Rd.
Hattiesburg, MS 39402

Invoice

Customer No.: HATT

Invoice No.: 72274

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	
08/26/20				Origin			
Purchase Order Number			Order Date	Sales Person			Our Order Number
			08/26/20				
Quantity			Item Number	Description	Unit Price	Amount	
Required	Shipped	B.O.					
1	1			LEAD INSPECTION PERFORMED 07-21-2020 @ 515 COLUMBIA STREET HATTIESBURG, MS	670.90	670.90	

Invoice subtotal 670.90

Invoice total 670.90



Thank You

BONNER ANALYTICAL TESTING CO. INC.

2703 Oak Grove Rd.
Hattiesburg, MS 39402

Invoice

Customer No.: HATT

Invoice No.: 72720

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	
10/28/20				Origin			
Purchase Order Number		Order Date		Sales Person		Our Order Number	
		10/28/20					
Quantity		Item Number	Description			Unit Price	Amount
Required	Shipped						
1	1		LEAD INSPECTION PERFORMED			569.65	569.65
AUGUST 31, 2020 @							
210 BARRY STREET							
HATTIESBURG, MS							
Invoice subtotal							569.65
Invoice total							569.65

RECEIVED
10/28/20
(Signature)

Thank You

BONNER ANALYTICAL TESTING CO. INC.

2703 Oak Grove Rd.
Hattiesburg, MS 39402

Invoice

Customer No.: HATT

Invoice No.: 72719

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	
10/28/20				Origin		
Purchase Order Number		Order Date	Sales Person			Our Order Number
		10/28/20				
Quantity			Item Number	Description	Unit Price	Amount
Required	Shipped	B.O.				
1	1			LEAD INSPECTION PERFORMED AUGUST 30, 2020 @ 104 SAUCIER DRIVE HATTIESBURG, MS	603.40	603.40

Invoice subtotal 603.40

Invoice total 603.40

RECEIVED
10/28/20
SDW

Thank You

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Andrew Ellard, Director
Department of Urban Development

DATE: November 9, 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 November 17, 2020 meeting. Please authorize and approve issuance of manual checks for the claims listed below:

Recipient: Bonner Analytical
Activity: Housing Rehabilitation
Program: CDBG
Project Site: 515 Columbia Street
Amount Requested: \$670.90
Purpose of Request: Lead inspection

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 (11/28/20 – 12/27/20)

Recipient: Carolyn White
Activity: Housing Rehabilitation
Program: CDBG
Project Site: 213 S 11th Avenue
Amount Requested: \$900.00
Purpose of Request: Relocation assistance (12/5/20 – 1/4/21)

Recipient: Bonner Analytical
Activity: Housing Rehabilitation
Program: CDBG
Project Site: 104 Saucier Drive
Amount Requested: \$603.40
Purpose of Request: Lead inspection

Recipient: Bonner Analytical
Activity: Housing Rehabilitation
Program: CDBG
Project Site: 210 Barry Street
Amount Requested: \$569.65
Purpose of Request: Lead inspection

Recipient: Lisa Means
Activity: Housing Rehabilitation
Program: CDBG
Project Site: 515 Columbia Street
Amount Requested: \$900.00
Purpose of Request: Relocation assistance (11/3/20 – 12/2/20)



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Kermas Eaton, City Clerk

Date: Tuesday, November 17, 2020

Re: Approve and authorize issuance of manual checks for CDBG-CV Program Claims per attached Memorandum {CDBG-CV}.
File Number: 2020-807
Minute Book #

Summary

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

Recommendation Statement

I recommend issuance of manual checks for CDBG-CV Program Claims per attached Memorandum

Please place this on the November 17, 2020 City Council meeting for consideration.

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Andrew Ellard, Director
Department of Urban Development

DATE: November 17, 2020

SUBJECT: Authorize issuance of manual checks for CDBG-CV Program claims

The following request for payment is being submitted for approval during the City Council's November 17, 2020 meeting. Please authorize and approve issuance of manual checks for the claims listed below:

Recipient:	Breakthrough Community Services
Activity:	COVID-19 Utility/Rent Assistance
Program:	CDBG-CV
Project Site:	1313 Country Club Rd
Amount Requested:	\$1,000.00
Purpose of Request:	Reimbursement

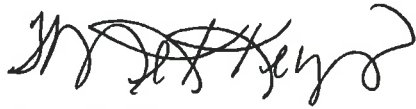
BREAKTHROUGH COMMUNITY SERVICES
"Breaking the Shackles of Poverty through Service"
1313 Country Club Road, Hattiesburg, MS 39401

October 22, 2020

To:
City of Hattiesburg
Department of Federal & State Programs
P. O. Box 1898, Hattiesburg, MS 39401
Phone: 601.545.4558

Breakthrough Community Services, Inc. is requesting \$1,000.00 reimbursements for funding provided to cover utility and rental assistance during the month of October 2020.

Please and Thank You,



Tamekia Keys
Housing Manager

RECEIVED
10/23/20




"Breaking the Shackles of Poverty Through Services"

Breakthrough Community Services, Inc.

1313 Country Club Road

Hattiesburg, MS 39401

P 601-582-3475

F 601-582-0149

INVOICE

REIMBURSEMENT

BILL TO:

City of Hattiesburg

Department of Federal & State Programs

P. O. Box 1898, Hattiesburg, MS 39401

Phone: 601.545.4558

Project	Property Address	Payable To	Date
Care's Act			October 22, 2020

Quantity	Description	Unit Price	Total
	Rental & Utility Assistance for Client affected by Covid-19		\$1,000.00
			\$1,000.00

Make all checks payable to **Breakthrough Community Services, Inc.**

THANK YOU FOR YOUR BUSINESS!



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Kermas Eaton, City Clerk

Date: Tuesday, November 17, 2020

Re: Approve and authorize publication of Notice for Request for Qualifications for Qualified Eligible Contractors for the City of Hattiesburg's CDBG/HOME Programs {Entitlement}.
File Number: 2020-809
Minute Book #

Summary

Approve and authorize publication of Notice for Request for Qualifications for Qualified Eligible Contractors for the City of Hattiesburg's CDBG/HOME Programs {Entitlement}

Recommendation Statement

I recommend the authorization and publication of this notice for Qualified Eligible Contractors for the City of Hattiesburg's CDBG/HOME Programs. {Entitlement}

Please place this on the November 17, 2020 City Council meeting for consideration.

NOTICE TO BIDDERS

NOTICE is hereby given that the City of Hattiesburg, Mississippi will receive Statements of Qualifications until 10:00 A.M., Thursday, December 3, 2020, in the City Clerk's Office in the City Hall for the following:

Qualified Eligible Contractors for the purposes of housing rehabilitation, housing repair, housing reconstruction and related activities as needed for a period ending December 31, 2022 for the Department of Urban Development – Community Development Division.

The above shall be delivered as per detailed specifications on file in the Office of the Clerk, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request. Technical assistance is available to all interested parties by calling (601) 545-4558.

Each PROPOSAL must be received in a sealed envelope which is marked in the lower left-hand corner with the words "Request for Qualifications – Qualified Eligible Contractors" and the DATE OF BID OPENING ("December 3, 2020").

The purpose of this solicitation is to establish a list of Qualified Eligible Contractors for participation in the City's CDBG and HOME programs. Respondents meeting the established criteria will be placed on a list of QECs in accordance with the City's Housing Rehabilitation/Reconstruction, and Housing Repair Grants Manual. Notwithstanding, 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 17th day of November 2020.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton
CITY CLERK

(SEAL)

Toby Barker, Mayor PUBLISH Twice in the Non-Legal Section: Thursday, November 19, 2020;
Thursday, November 26, 2020



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, November 17, 2020

Re: Approve plans and specifications for the Longleaf Heights North Sewer Improvements project and Authorize advertisement for bids.
File Number: 2020-821
Minute Book #

Summary

Approve plans and specifications for the Longleaf Heights North Sewer Improvements project and Authorize advertisement for bids.

Recommendation Statement

I recommend approval of this item.

Please place this on the November 17, 2020 City Council meeting for consideration.



Engineering Progress

November 16, 2020

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

Attn: Lamar Rutland, P.E.

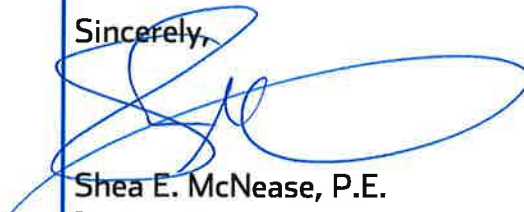
**RE: Longleaf Heights – Avenues – North Area Infrastructure Improvements
City of Hattiesburg**

Dear Lamar:

Enclosed please find the Advertisement for Bids for the above referenced project. We would like to request permission to advertise on the November 17th City Council agenda.

If you should have any questions or comments, please do not hesitate to call.

Sincerely,



Shea E. McNease, P.E.
Project Engineer

/md

Enclosure

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

LONGLEAF HEIGHTS – AVENUES – NORTH AREA
INFRASTRUCTURE IMPROVEMENTS

FOR THE

CITY OF HATTIESBURG

NOVEMBER, 2020



PREPARED BY:

SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

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ADVERTISEMENT FOR BIDS:

NOTICE is hereby given that the City Clerk of the City of **Hattiesburg**, MISSISSIPPI, will receive sealed bids until **10:00 AM** on **December 17, 2020** in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following:

**LONGLEAF HEIGHTS – AVENUES – NORTH AREA
INFRASTRUCTURE IMPROVEMENTS
HATTIESBURG, MISSISSIPPI**

Official bid documents can be downloaded from www.sd-wprojects.com. Electronic bids can be submitted at www.sd-wprojects.com. For any questions relating to the electronic bidding process, please call Plan House at 662-407-0193. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi.

Each BID must be received sealed and marked EXACTLY as follows:

**BID:
LONGLEAF HEIGHTS – AVENUES – NORTH AREA
INFRASTRUCTURE IMPROVEMENTS
HATTIESBURG, MISSISSIPPI**

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Board reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the Council on the 16th day of November A.D., 2020.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Kermas Eaton, City Clerk

Publish on November 18 and November 25, 2020
City of Hattiesburg
Return PROOF to SDW, Inc.
301 Second Avenue
Hattiesburg, MS 39401

INFORMATION FOR BIDDERS

BIDS will be received by City of Hattiesburg, MS herein called the "OWNER", at City Hall until 10:00 AM on December 17, 2020, and then at said office publicly opened and read aloud.

Each BID must be submitted in sealed envelope, addressed to the City Clerk of said City. Each sealed envelope containing a BID must be plainly marked on the outside as BID for Lingleaf Heights-Avenues-North Area Infrastructure Improvements, Hattiesburg, Mississippi and the envelope should bear on the outside the BIDDER'S name, address, and license number if applicable. If forwarded by mail, the sealed BID shall be included in a delivery package addressed to the Owner at 200 Forrest Street, Hattiesburg, MS 39401.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID BOND payable to the OWNER for five percent

(5%) of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsive, responsible BIDDERS upon request of the BIDDER. When the Agreement is executed the BONDS of the two remaining unsuccessful BIDDERS will be returned upon request of the BIDDER. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND and PERFORMANCE BOND have been executed and approved, after which it will be returned upon request of the BIDDER. A certified check may be used in lieu of a BID BOND.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of 100 percent (100%) of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dates copy of their Power of Attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the PERFORMANCE BOND and PAYMENT BOND within ten (10) calendar days from the date when NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within thirty (30) days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within thirty (30) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period; the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the thirty (30) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

The contract time stipulated, will be strictly enforced, if the CONTRACTOR fails to complete the work within the time stipulated, a deduction will be made of \$750 a day from the money due the CONTRACTOR not as a penalty but as liquidated damages. The CONTRACTOR and the CONTRACTOR'S sureties shall be liable for all liquidated damages in excess of money due the CONTRACTOR.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest and best responsive and responsible BIDDER.

All applicable Laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

FURTHER, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause.

The BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when required to do so by the OWNER.

The ENGINEER is SHOWS, DEARMAN & WAITS, INC. The address of the ENGINEER is 301 2nd Avenue, HATTIESBURG, MISSISSIPPI.

PROPOSAL FORM

I (we) agree to begin work within (10) calendar days after the issuance of Notice to Proceed, and to complete the work within 270 calendar days thereafter.

It is understood that the quantities of work listed for unit prices bid are approximate, and are intended to merely indicate the general scope of the various items entering into the complete work and for comparison of bids. It is further understood and agreed that the Owner may increase or decrease the quantities listed in the Proposal and that no change in the unit prices proposed shall be occasioned thereby.

The undersigned further agrees that the unit and lump sum prices quoted include all items of work required or necessary for the accomplishment of the projected work and that these items include all work indicated on the Plans and Specifications for which no specific pay items have been established.

The undersigned certifies that the bid prices contained herein have been carefully checked and are submitted as correct and final.

If within sixty (60) days the scheduled closing time for receipt of bids, this Proposal is accepted, the undersigned will execute a formal contract within ten (10) days after official notification thereof, will deliver a surety bond for the faithful performance of this contract, and will complete the work within the time specified from the date of execution of the contract.

Respectfully Submitted,

Authorized by:

ADDRESS

PROPOSAL

LONGLEAF HEIGHTS – AVENUES – NORTH AREA INFRASTRUCTURE IMPROVEMENTS

Item	Description	Unit	Quantity	Unit Price	Extension
Sewer Pipe Items					
1	8" SDR 26 PVC Sewer Pipe (0'- 6')	LF	1,380		
2	8" SDR 26 PVC Sewer Pipe (6'- 8')	LF	3,500		
3	8" SDR 26 PVC Sewer Pipe (8'- 10')	LF	2,232		
4	8" SDR 26 PVC Sewer Pipe (10'- 12')	LF	1,580		
5	8" SDR 26 PVC Sewer Pipe (12'- 14')	LF	320		
6	8" SDR 26 PVC Sewer Pipe (14'- 16')	LF	14		
7	10" SDR 26 PVC Sewer Pipe (10'- 12')	LF	172		
8	10" SDR 26 PVC Sewer Pipe (12'- 14')	LF	276		
9	10" SDR 26 PVC Sewer Pipe (14'- 16')	LF	387		
10	Removal of Existing Sewer Line	LF	5,641		
11	Abandonment of Existing Sewer Line (All Sizes)	LF	4,727		
12	Tracer Wire System for Sewer	LS	1		
Sewer Manhole Items					
13	48" Precast Concrete Sewer Manhole (0' - 6')	EA	4		
14	48" Precast Concrete Sewer Manhole (6' - 8')	EA	13		
15	48" Precast Concrete Sewer Manhole (8' - 10')	EA	5		
16	48" Precast Concrete Sewer Manhole (10' - 12')	EA	9		
17	48" Precast Concrete Sewer Manhole (12' - 14')	EA	1		
18	48" Precast Concrete Sewer Manhole (14' - 16')	EA	1		

19	48" Precast Concrete Sewer Manhole (16' - 18')	EA	1		
20	Demolition and Removal of Existing Manholes (All Types)	EA	30		
21	Abandonment of Existing Manhole	EA	7		
22	Drop Manhole Assembly (All Depths)	EA	5		
	Sewer Service Items				
23	4" Sanitary Sewer Service Cleanout	EA	160		
24	4" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	LF	1,425		
25	6" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	LF	4,265		
26	8"x8"x6" PVC Service Tee	EA	154		
27	10"x10"x6" PVC Service Tee	EA	7		
	Water Pipe Items				
28	2" & Under 150 PSI PVC Water Pipe for Connections (Open Cut)	LF	30		
29	4" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	10		
30	6" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	6,196		
31	6" Class 350 Ductile Iron Water Pipe (Bored)	LF	20		
32	8" 200 PSI, DR11, HDPE (Directional Bore) (Incl. adapter fittings)	LF	280		
33	Tracer Wire System for Water	LS	1		
	Water Connection Items				
34	Cut and Cap Existing Lines	Each	7		
35	Connection: Prop 2" to Exist 2" (Coupling)	Each	2		

36	Connection: Prop 2" to Exist 8" (Hot Tap w/ Valve)	Each	2		
37	Connection: Prop 6" to Exist 4" (Coupling)	Each	1		
38	Connection: Prop 6" to Exist 6" (Coupling)	Each	1		
39	Connection: Prop 6" to Exist 6" (6"x6"x6" Tee)	Each	8		
40	Connection: Prop 6" to Exist 8" (Hot Tap w/ Valve)	Each	6		
41	Connection: Prop 6" to Prop 6" (6"x6"x6" Tee)	Each	2		
	Water Valve Items				
42	4" Insert-A-Valve	Each	1		
43	6" Gate Valve	Each	13		
	Water Fire Protection Items				
44	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	Each	6		
45	Removal of Existing Fire Hydrant	Each	2		
	Water Service Items				
46	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	Each	78		
47	Commercial Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	Each	16		
48	Residential Service Tubing (Open Cut) (All Sizes)	LF	240		
49	Residential Service Tubing (Bored) (All Sizes)	LF	1,470		
50	Commercial Service Tubing (Open Cut) (All Sizes)	LF	60		
51	Commercial Service Tubing (Bored) (All Sizes)	LF	330		
52	Remove and Reset Water Meter	Each	39		

	Miscellaneous Construction Items				
53	Crushed Aggregate (Size 610)	Ton	4,940		
54	Select Fill Material (Class 9, Group C), LVM	CY	18,615		
55	Concrete Pavement Repair (All Depths)	SY	490		
56	9.5mm Hot Mix Asphalt	Ton	1,000		
57	19mm Hot Mix Asphalt	Ton	1,330		
58	Concrete Sidewalk Repair (All Depths)	SY	130		
59	Concrete Curb & Gutter (Match Existing Type)	LF	1,920		
60	Class "B" Concrete, Minor Structures	CY	22		
61	Reinforcing Steel	LBS	600		
62	Inlet Castings	LBS	1,160		
63	10" & Under Corrugated HDPE Pipe (Dual Wall)	LF	10		
64	12" Corrugated HDPE Pipe (Dual Wall)	LF	84		
65	15" Corrugated HDPE Pipe (Dual Wall)	LF	76		
66	12" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	LF	80		
67	15" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	LF	116		
68	18" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	LF	88		
69	24" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	LF	94		
70	30" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	LF	16		
71	36" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	LF	40		
72	15" Reinforced Concrete Pipe Flared End Section	Each	2		
73	Removal of Existing Pipe Cross Drains (All Sizes and Depths)	LF	602		

74	Remove, Salvage and Reset Existing Chain Link Fence	LF	115		
75	6" Yellow Thermoplastic Detail Traffic Stripe	LF	660		
76	Lengend White Thermoplastic Traffic Marking (6" Equivilent)	LF	590		
77	Solid Sod (Incl. Sod, Top Soil, Fertilizer, Watering, etc.)	SY	6,100		
78	Landscape Restoration (Inc. Top Soil, Plants, Mulch, Watering, etc.)	SF	720		
79	Clearing and Grubbing	Acre	1		
80	Temporary Erosion Control	LS	1		
81	Maintenance of Traffic	LS	1		
82	Mobilization	LS	1		
			BID TOTAL:		

Base Bid Respectfully Submitted, Name of Firm or Bidder: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the under signed, _____ Principal, and _____ as Surety, are hereby held and firmly bound unto the City of Hattiesburg as Owner in the penal sum of 5% (Five Percent) for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20_____.

The Condition of the above obligation is such that whereas the Principal has submitted to a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the following project:

**LONGLEAF HEIGHTS – AVENUES – NORTH AREA
INFRASTRUCTURE IMPROVEMENTS
HATTIESBURG, MISSISSIPPI**

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth above.

PRINCIPAL

SURETY

BY: _____

IMPORTANT: Surety companies executing BONDS must appear on the Treasure Department's most current line (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20____ by and between _____ hereinafter called the CONTRACTOR, the City of Hattiesburg hereinafter called the OWNER, Witnesseth that the CONTRACTOR and the OWNER, for the consideration hereafter named and agrees as follows.

ARTICLE 1: SCOPE OF WORK

The CONTRACTOR agrees to furnish all tools, labor, equipment, materials, and supplies required to be furnished, and perform all work required under and in accordance with the plans entitled:

LONGLEAF HEIGHTS – AVENUES – NORTH AREA INFRASTRUCTURE IMPROVEMENTS HATTIESBURG, MISSISSIPPI

which are on file at the office of the OWNER, and the Specifications, Proposals, General and Special Conditions, attached hereto and made a part hereof as fully as though copied herein, under the direct supervision and to the entire satisfaction of the OWNER and in accordance with the Laws of the State of Mississippi.

ARTICLE 2: THE CONTRACT SUM

It is further agreed and understood by and between the parties hereunto that the OWNER agrees to pay and the CONTRACTOR agrees to accept full and final compensation for all work done under this agreement, the lump sum amount adjusted for variation of quantities at the unit prices named in the Proposal, which is hereto attached, such payment to be made in lawful money of the United States, at the time and in the manner hereinafter set forth.

ARTICLE 3: TIME OF COMPLETION

The CONTRACTOR agrees, for the consideration above expressed, to begin and complete the work within the time specified in the Proposal. If the CONTRACTOR fails to complete the work in the time specified, he shall pay the OWNER as **liquidated damages**, ascertained and agreed, and not in the nature of a penalty, the sum of \$ _____ for each day delayed, which shall be deducted from the final amount to be paid under the contract; provided that the extension of time with the waiver of liquidation damages may be granted as provided for in the Specifications.

ARTICLE 4: PROGRESS PAYMENTS

The OWNER agrees to make progress payments during the construction as provided herein as follows:

The CONTRACTOR will on or before the tenth (10th) day of each month make an estimate of the value of the work done, based on contract prices, and submit to the ENGINEER, along with an affidavit by the CONTRACTOR that progress payments theretofore received from OWNER have discharged in full all the CONTRACTOR's obligations stated in prior progress payments. ENGINEER will recommend partial payment to the OWNER within a reasonable time of receipt of CONTRACTOR's estimate based on the ENGINEER's estimated quantities.

The OWNER agrees to pay the CONTRACTOR one hundred percent (100%) of the value of the work done each month, less retainage in accordance with MS Code of 1972 Section 31-5-33 until final acceptance of the work has been made. If defective and/or materials are discovered or reasonable doubt arises to the integrity of any part of the work for which partial payment has been allowed, a deduction from subsequent estimates in the amount equal to the work in question will be made until the defects have been remedied or the cause for doubt removed.

ARTICLE 5: ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice that the work is ready for final acceptance and inspection, the ENGINEER shall promptly make such inspection, and when he finds the work acceptable under the contract, and the contract fully performed, he shall promptly issue a final certificate, over his own signature, stating that the work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof. Then, the entire balance shall be due the CONTRACTOR within forty-five (45) days the date of said final acceptance and receipt of the closeout documents required per the Supplement to General Conditions and recommendation of the same to the OWNER.

Before issuance of final certificate, the CONTRACTOR shall submit evidence satisfactory to the ENGINEER that all payrolls, materials, bills, and other indebtedness connected with the work have been paid.

The making and acceptance of the final payment shall constitute a waiver of all claims by the OWNER, other than those arising from unsettled liens, from faulty work or materials appearing within one (1) year after payment, or claims previously made and still unsettled.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR, and the ENGINEER, so certifies, the OWNER shall, upon certificate of the ENGINEER and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and

accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

ARTICLE 6: THE PERFORMANCE BOND

The CONTRACTOR agrees to furnish a bond, with an approved surety thereon guaranteeing the performance of this contract, in no less than one hundred percent (100%) of the amount of the Contract. Said Bond shall be conditioned on full and complete performance of the Contract, and for the payment of all labor and materials for a period of one (1) year after completion. The Surety on said Bond shall be a surety company of financial resources satisfactory to the OWNER and authorized to do business in the State of Mississippi.

ARTICLE 7 INSURANCE

The CONTRACTOR agrees to also carry public liability insurance, property damage insurance, and workman's compensation insurance in amounts as required by the specifications.

WITNESSETH: that for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of the project specified herein.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the project described herein.
3. The CONTRACTOR will commence the work required by the "Contract Documents" and complete the project on or before the completion date unless the period for completion is extended otherwise by the "Contract Documents."
4. The CONTRACTOR agrees to perform all of the work described in the "Contract Documents" and comply with the terms therein for the sum as shown in the bid schedule.
5. The term "Contract Documents" means and includes the following:

Advertisement for Bids	Notice of Award
Instructions to Bidders	Notice to Proceed
Bid	Change Order
Bid Bond	General Conditions
Contract Agreement	Supplemental General Conditions
Payment Bond	Technical Specifications

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the "General Conditions" such amounts as required by the "Contract Documents."
7. This "Contract Agreement" shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

OWNERS:

SEAL

City of Hattiesburg

Authorized by:

ATTEST _____

(Printed Name & Title)

CONTRACTOR:

SEAL

ATTEST _____

IMPORTANT NOTE: Surety companies executing bonds must appear on the US Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the state where the project is located.

PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT WE, the Undersigned _____ (hereinafter called the Principal), a corporation, partnership or individual duly unauthorized by law to do business as a construction contractor in the State of Mississippi, and _____ of _____ (herein called the Surety), a corporation duly authorized to do surety business under the laws of the State of Mississippi, are held and firmly bound unto the City of Hattiesburg, MS (hereinafter called the Obligee), a Municipality existing under the laws of the State of Mississippi, in the penal sum of _____ Dollars (_____) lawful money of the United States, for the payment of which well and truly to be made, the said Principal and the said Surety do hereby bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, by these presents, as follows:

The Condition of this obligation is such that; whereas Principal by an instrument in writing attached hereto and bearing date of _____ has agreed with said Obligee to do all work necessary and to furnish labor, materials, tools, supplies and services to construct **LONGLEAF HEIGHTS – AVENUES – NORTH AREA INFRASTRUCTURE IMPROVEMENTS, HATTIESBURG, MISSISSIPPI** as shown on Plans and specified thereby in the Specifications, Proposal and other Contract Documents hereto attached.

NOW THEREFORE, if said Principal shall well and truly in good, sufficient and workmanlike manner, and to the satisfaction of Obligee perform and complete the work required, and shall defend, indemnify and save harmless said Obligee against all damages, claims, demands, expense and charge of every kind (including claims of patent infringement) arising out of injury or damage to persons or property by reason or arising from any act, omission or neglect of said Principal, his agent, servants or employees with relation to said work; and shall pay all cost, charges, rentals and expenses for labor, material, supplies and equipment and deliver the said improvement to Obligee completed and ready for occupancy or operation, and free from all liens, encumbrances or claims for labor, material or otherwise; and shall pay all other expenses lawfully chargeable to Obligee by reason of any default or neglect of the said Principal in the relation of said agreement and said work, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said surety for value received hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the Contract, or the work to be performed thereunder, or the Specifications accompanying the same, shall in any way affect its obligation on this bond and does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the Specifications.

PROVIDED FURTHER, that if Principal, or his, or its subcontractor or subcontractors fail to duly pay for any labor, materials, team hire, sustenance provisions or any other supplies or materials used or consumed by such Principal or his, their or its subcontractors in performance of the work contracted to be done, the Surety will pay the same in any amount not exceeding the sum specified in the bond, together with interest as provided by law.

IN WITNESS THEREOF: Said Principal and Surety have hereunto set their hands and seals at _____ this _____ day of _____, 20__.

(SEAL)

WITNESSES:

PRINCIPAL

ADDRESS

Name of person executing for Principal

TITLE

SURETY

ADDRESS

WITNESSES:

Name of person executing for Surety

TITLE

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meaning indicated which shall be applicable to both the singular and plural thereof.

ACCEPTANCE: By the OWNER of the Work as being fully complete in accordance with the Contract Documents.

AGREEMENT: The written agreement between the OWNER and the CONTRACTOR covering the Work to be performed: The Contract Documents are attached to and made a part of the Agreement. Also designated as the Contract.

ADDENDA: Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by addition, deletions, clarifications or corrections.

APPLICATION FOR PAYMENT: The form furnished by the ENGINEER which is to be used by the CONTRACTOR in requesting progress payments and an affidavit of the CONTRACTOR that progress payments theretofore received from the OWNER on account of the WORK have been applied by the CONTRACTOR to discharge in full all of the CONTRACTOR'S obligations stated in prior Applications for Payment.

APPROVAL: Accept as satisfactory.

BID: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

BIDDER: Any person, firm or corporation submitting a Bid for the Work.

BONDS: Bid, performance and payment bonds and other instruments of security furnished by the CONTRACTOR and his surety in accordance with the Contract Documents and in accordance with the law of the place of the project.

CHANGE ORDER: A written order to the CONTRACTOR signed by the OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

CONTRACT DOCUMENTS: The Agreement, Addenda, Instruction's to Bidders, CONTRACTOR'S BID, the Bonds, the Notice of Award, these General Conditions,

the Supplementary conditions, Special Conditions, Technical Conditions, the Specifications, Drawings and Modifications, and Notice to Proceed.

CONTRACT PRICE: The total moneys payable to the CONTRACTOR under the Contract Documents.

CONTRACT TIME: The number of calendar days stated in the Agreement for the completion of the Work.

CONTRACTING OFFICER: The OWNER (Grantee) - The individual who is authorized to sign the contract documents on behalf of the OWNER'S governing body.

CONTRACTOR: The person, firm or corporation with whom the OWNER has executed the Agreement.

DAY: A calendar day of twenty-four hours measured from midnight to the next midnight.

DRAWINGS: The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by the ENGINEER and are referred to in the Contract Documents.

ENGINEER: The person, firm or corporation named as such in the Contract Documents.

FIELD ORDER: A written order issued by the ENGINEER which clarifies or interprets the Contract Documents in accordance with Paragraph 9.3 or orders minor changes in the Work in accordance with paragraph 10.2.

HE, HIS, AND HIM: These are several pronouns that shall represent both male and female genders.

MODIFICATION: (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order (c) a written clarification or interpretation issued by the ENGINEER in accordance with paragraph 9.3 or (d) a written order for a minor change or alteration in the Work issued by the ENGINEER pursuant to paragraph 10.2. A modification may only be issued after execution of the Agreement.

NOTICE OF AWARD: The written notice by OWNER to the apparent successful Bidder stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, OWNER will execute and deliver the Agreement to him.

NOTICE TO PROCEED: A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligations under the Contract Documents.

OWNER: A public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

PROJECT: The entire construction to be performed as provided in the Contract Documents.

CONSTRUCTION OBSERVER, RESIDENT INSPECTOR, CONSTRUCTION INSPECTOR, PROJECT REPRESENTATIVE: An authorized representative of the ENGINEER assigned to observe the Work performed and materials furnished by the CONTRACTOR or such other person as may be appointed by the OWNER as his representative. The CONTRACTOR shall be notified in writing of the identity of this representative.

SHOP DRAWINGS: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work and as required by the Contract Documents.

SAMPLES: Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

SPECIFICATIONS: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.

SUBCONTRACTOR: An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

SUBSTANTIAL COMPLETION: Substantial completion may be granted for all or portions of the work prior to final completion and stopping of contract time. Substantial completion is defined as the date when the construction is sufficiently completed in accordance with the contract documents so that the project or specified part of the project can be utilized for the purpose for which it was intended. The contract provides that the retainer may be reduced for that portion of the work which substantial completion is granted, but the granting of substantial completion will not stop contract time or liquidated damages.

SUPPLEMENTARY GENERAL CONDITIONS: Federal and State conditions in effect at time of submission of Bid in addition to those Supplementary General

Conditions attached here to.

SUPPLIER: Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

SPECIAL CONDITIONS: When included as a part of the Contract Documents, Special Conditions refer only to the Work under this Contract.

SURETY: The corporate body which is bound with the CONTRACTOR and which engages to be responsible for the CONTRACTOR and his acceptable performance of the Work.

WORK: Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by CONTRACTOR under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

WRITTEN NOTICE: The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with Contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative of such individual, firm or corporation, or if delivered at or sent by registered mail to the last business address known to him who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the OWNER under this Contract shall be delivered to the OWNER through the ENGINEER.

ARTICLE 2 - PRELIMINARY MATTERS:

AWARD:

2.2 The award of the Contract, if it is awarded, will be to the lowest and best responsible, responsive Bidder. No Notice of Award will be given until the OWNER has concluded such investigations as he deems necessary to establish the responsibility, qualifications, and financial ability of the Bidders to do the Work in accordance with the Contract Documents to the satisfaction of the OWNER within the time prescribed. The OWNER reserves the right to reject the BID of any Bidder who does not pass such investigation to the OWNER'S satisfaction. In analyzing Bids, the OWNER may take into consideration alternates and unit prices, if requested by the Bid Form. If the Contract is awarded, the OWNER will issue the NOTICE of AWARD and give the successful Bidder a contract for execution within sixty (60) days after the opening of Bids.

EXECUTION OF AGREEMENT:

2.3 At least three counterparts of the Agreement and such other Contract Documents will be executed and delivered by CONTRACTOR to the ENGINEER within 10 days of receipt from the OWNER.

FORFEITURE OF BID SECURITY:

2.4 Failure of the successful Bidder to execute and deliver the Agreement and deliver the required Bonds as stipulated in paragraph 2.3 shall be just cause for the OWNER to annul the Notice of Award and declare the Bid and any security therefore forfeited.

The quantities appearing in the bid schedule are approximate and have been prepared for comparison of bids. The OWNER does not guarantee or assume any responsibility that quantities shown on the plans will not vary during actual construction of the contract. The CONTRACTOR further acknowledges the possibility of variation of quantities, shall be precluded from claiming in the construction of the project, and the CONTRACTOR shall not claim deception or misunderstanding because of any variation in quantities, location, character of work, or any other condition. Payment will be made only for actual quantities of work performed and accepted.

The OWNER makes no guarantees regarding the character or extent of water levels, soil, rock, utilities, or any other subsurface condition the BIDDER may encounter during work. The OWNER requires BIDDERS to make their own evaluation of subsurface soil conditions and to determine how these conditions may affect methods of construction

CONTRACTOR'S PRE-BID REPRESENTATIONS:

2.1 CONTRACTOR represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the Contract Documents, Work, Locality, and local conditions and will obey all federal, state, and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that he has correlated his study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

COMMENCEMENT OF CONTRACT TIME:

2.5 The Contract Time will commence to run in accordance with the Notice to Proceed.

STARTING THE PROJECT:

2.6 CONTRACTOR shall start to perform his obligations under the Contract Documents on the date when the Contract Time commences to run. No Work shall be done at the site prior to the date on which the Contract Time commences to run, except with the written consent of the OWNER.

BEFORE STARTING CONSTRUCTION:

2.7 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to ENGINEER any conflict, error or discrepancy which he may discover; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Drawings or Specifications. CONTRACTOR shall pot-hole existing utilities to ascertain exact location throughout the entire project. CONTRACTOR shall notify the ENGINEER any such locations of utilities which will prevent the work from being performed as designed, any work performed in which conflicts with an existing utility shall be remedied by the CONTRACTOR at his sole expense.

SCHEDULE OF COMPLETION:

2.8 Within ten (10) days after delivery of the Notice to Proceed by OWNER to CONTRACTOR, CONTRACTOR shall submit to ENGINEER an estimated progress schedule with earnings indicating the starting and completion dates of the various stages of the Work, and a preliminary schedule of Shop Drawing submissions. (See paragraphs 6.22 through 6.26.) The ENGINEER shall review and return this schedule or require revisions thereto within 14 days of its submittal. If there is more than one CONTRACTOR involved in a project, the responsibility for coordinating the Work of all CONTRACTORS shall be as provided in the Special Conditions.

2.9 At a time deemed appropriate by the OWNER to but before starting the Work at the site, a preconstruction conference may be held to review the above schedules, to establish procedures for handling shop drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the project. Present at the conference will be the OWNER or his representative, ENGINEER, Resident Project

Representatives, CONTRACTOR and his Superintendent.

QUALIFICATION OF SUBCONTRACTORS MATERIALMEN AND SUPPLIERS:

2.10 Within ten (10) working days after bid opening, the CONTRACTOR will (if required) submit to the OWNER and the ENGINEER, for acceptance, a list of the names of Subcontractors and such other persons and organizations (including those who are to furnish principal items of material or equipment) proposed for those portions of the Work as to which the identity of the Subcontractors and other person and organizations must be submitted as specified in the Contract Documents. Within thirty (30) working days after receiving the list, the ENGINEER will notify the CONTRACTOR in writing if either the OWNER or the ENGINEER, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the OWNER or the ENGINEER to make objection to any Subcontractor, person or organization on the list within thirty days of receipt shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the OWNER or the ENGINEER to reject defective Work, material or equipment, or Work, material or equipment not in conformance with the requirements of the Contract Documents.

ARTICLE 3 - CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS:

3.1 It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between the OWNER and the CONTRACTOR. They may be altered only by a Modification.

3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall call it to the ENGINEER'S attention in writing at once and before proceeding with the Work affected thereby; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Specifications or Drawings. The various Contract Documents shall be given precedence, in case of conflict, error or discrepancy, as follows: Agreement Modifications, Addenda, Special Conditions, and Instruction's to Bidders, General Conditions, Technical Specifications and Drawings. If the requirements of one are more stringent than the other, the more stringent requirements shall apply.

3.3 The words "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service."

3.4 Miscellaneous items and accessories which are not specifically mentioned, but which are essential to produce a complete and properly operating installation, or usable structure or plant providing the indicated function, shall be furnished and installed without change in the Contract Price. Such miscellaneous items and accessories shall be of the same quality standards including material, style, finish, strength, class, weight and other applicable characteristics, as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the ENGINEER before installation. The above requirement is not intended to include major components not covered by or inferable from the Drawings and Specifications.

3.5 The Work of all trades under this Contract shall be coordinated by the CONTRACTOR in such a manner as to obtain the best workmanship possible for the entire Project, and all components of Work shall be installed or erected in accordance with the best practices of the particular trade.

3.6 Manufacturer's literature, when referenced, shall be dated and numbered and is intended to establish the minimum requirements acceptable. Whenever reference is given to codes or standard specifications or other data published by regulating agencies or accepted organizations, including but not limited to National Electrical Code, applicable State Building Code, Federal Specifications, ASTM Specifications, various institute specifications, and the like, it shall be understood that such reference is to the latest edition including addenda in effect on the date of Bid.

3.7 Brand names where used in the Technical Specifications, are intended to denote the standard of quality required for the particular material or product. The use of a brand name item is to set a standard of quality and is not intended to restrict the Contractor from offering an equal item from other source(s) of supply. The term "equal" or "equivalent" when used in connection with brand names, shall be interpreted to mean a material or product that is similar and equal in type, quality, size, capacity, composition, finish, color and other applicable characteristics to the material or product specified by trade name, and that is for the same use and capable of performing the same function, in the opinion of the ENGINEER, as the material or product so specified. Proposed equivalent items must be approved by ENGINEER before they are purchased or incorporated in the Work.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE CONDITIONS; REFERENCE POINTS:

Availability of Lands

4.1 The OWNER will furnish, as indicated in Contract Documents, the lands upon

which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the OWNER, unless otherwise specified in the Contract Documents. Other access to such lands or rights-of-way for the CONTRACTOR'S convenience shall be the responsibility of the CONTRACTOR. The CONTRACTOR will provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 The OWNER will, upon request, furnish to the BIDDERS copies of all available boundary surveys.

Subsurface Conditions:

4.3 The CONTRACTOR acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the grounds, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The CONTRACTOR further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done on behalf of the OWNER on the site or any contiguous site, as well as from information presented by the Drawings and Specifications made a part of this Contract, or any other information made available to him prior to receipt of Bids. Any failure by the CONTRACTOR to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work. Any additional information necessary to ascertain subsurface soil conditions, including test holes and soil borings, not provided by the OWNER shall be undertaken by the BIDDER prior to bidding at his cost. Such exploration shall be adequate to satisfy the BIDDER of the materials expected to be encountered on the project. The OWNER assumes no responsibility for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the OWNER.

Differing Site Conditions

4.4 (a) The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the OWNER in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent

in work of the character provided for in this contract. The OWNER shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

(b) No claim of the CONTRACTOR under this clause shall be allowed unless the CONTRACTOR has given the notice required in (a) above.

(c) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

ARTICLE 5 - BONDS AND INSURANCE:

Performance and Payment Bonds:

5.1 The contractor's attention is directed to the Information for Bidders and Supplement to General Conditions.

Contractor's Liability Insurance:

5.2 The CONTRACTOR shall provide the OWNER with insurance certificates certifying that all required insurance is in force; and such insurance certificates shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the OWNER advance notice by registered mail.

5.3 The CONTRACTOR agrees that if any part of the Work under the contract is sublet, he will require the Subcontractor(s) to carry insurance as required, and that he will require the Subcontractor(s) to furnish to him insurance certificates similar to those required by the OWNER in 5.1 and 5.2 above.

5.4 The CONTRACTOR agrees to add ENGINEER to insurance policy as additional insured.

Owner's Liability Insurance

5.4 The OWNER will be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from operations under the Contract Documents.

Fire and Extended Coverage Insurance (Builders' Risk):

5.5 The CONTRACTOR shall maintain, as applicable, in an Insurance Company or

Insurance Companies acceptable to the OWNER, Fire, Extended Coverage and Vandalism & Malicious Mischief Insurance on buildings and structures, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery, if the cost of machinery is included in the Contract. The amount of insurance should at all times be at least equal to the actual cash value of the insured property. The policy shall be in the name of the OWNER and the CONTRACTOR, as their interests may appear, and shall also cover the interests of all Subcontractors performing work.

5.6 The CONTRACTOR shall provide the OWNER with satisfactory evidence certifying that the foregoing insurance is in force; and such evidence shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the OWNER advance notice by registered mail.

Cancellation and Re-Insurance:

5.7 If any insurance should be canceled or changed by the insurance company or should any insurance expire during the period of this Contract, the CONTRACTOR shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain continuous coverage during the life of this Contract.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES:

Supervision and Superintendence:

6.1 The CONTRACTOR will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, safety, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work. (Copies of written communications given to the Superintendent shall be mailed to the Contractor's home or office.)

Labor, Materials and Equipment:

6.2 The CONTRACTOR will provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.

6.3 The CONTRACTOR will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, local telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.

6.4 All materials and equipment will be new, except as otherwise provided in the Contract Documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or container with seals unbroken and labels intact.

6.5 All materials and equipment shall be applied, handled, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors and industry standards, except as otherwise provided in the Contract Documents.

Materials, Equipment, Products and Substitutions:

6.6 Materials, equipment and products incorporated in the Work must be approved for use before being purchased by the CONTRACTOR. The CONTRACTOR shall submit to the ENGINEER a list of proposed materials, equipment or products, together with such samples as may be necessary for him to determine their acceptability and obtain his approval, within ninety (90) calendar days after award of Contract. No request for payment for "or equal" equipment will be approved until this list has been received and approved by the ENGINEER.

6.6.1 Whenever a material, article or piece of equipment is identified on the drawings or Specifications by reference to brand names or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand names or catalog number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Incidental charges or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the Contract Price, or Contract Time.

6.6.2 No substitute shall be ordered or installed without the written approval of the ENGINEER who shall be the judge of equality.

6.6.3 Delay caused by obtaining approvals for substitute materials will not be considered justifiable grounds for an extension of construction time.

6.6.4 Should any work or materials, equipment or products not conform to requirements of the Drawings and Specifications or become damaged during the process of the Work, such Work or materials shall be removed and replaced, together with any work disarranged by such alterations, at any time before completion and acceptance of the Project. All such work shall be done at the expense of the CONTRACTOR. (See paragraph 7.10)

6.6.5 No materials or supplies for the Work shall be purchased by the CONTRACTOR or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the Seller. The CONTRACTOR warrants that he has good title to all materials and supplies used by him in the Work.

Concerning Subcontractors:

6.7 The CONTRACTOR will not employ any Subcontractor, other person or organization of the types referred to in paragraph 2.10 (whether initially or as a substitute) against whom the OWNER or the ENGINEER may have reasonable objection, nor will the CONTRACTOR be required to employ any Subcontractor against whom he has reasonable objection. The CONTRACTOR will not make any substitution for any Subcontractor who has been accepted by the OWNER and the ENGINEER, unless the ENGINEER determines that there is good cause for doing so.

6.8 The CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER or ENGINEER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done in accordance with the schedule of values.

6.9 The divisions and sections of the Specifications and the identifications of any drawings shall not control the CONTRACTOR in dividing the work among Subcontractors or delineating the Work to be performed by any specific trade.

6.10 The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the OWNER.

6.11 All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor.

6.12 The CONTRACTOR shall be responsible for the coordination of the trades, Subcontractors and material men engaged upon his Work.

6.12.1 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provisions of the Contract Documents.

6.12.2 The OWNER or ENGINEER will not undertake to settle any differences between the CONTRACTOR and his Subcontractors or between Subcontractors.

6.12.3 If in the opinion of the ENGINEER, any Subcontractor on the project proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when directed in writing.

Patent Fees and Royalties:

6.13 The CONTRACTOR will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. He will indemnify and hold harmless the OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorneys' fees) arising out of any infringement of such rights during or after completion of the Work, and shall defend all such claims in connection with any alleged infringement of such rights.

6.14 The CONTRACTOR shall be responsible for determining the application of patent rights and royalties on materials, appliances, articles or systems prior to bidding. However, he shall not be responsible for such determination on systems which do not involve purchase by him of materials, appliances, and articles.

Permits:

6.15 The CONTRACTOR will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of his Bid. When such charges are normally made by the OWNER, there will be no charges to the CONTRACTOR. The OWNER shall assist the CONTRACTOR, when necessary, in

obtaining such permits and licenses. The CONTRACTOR will also pay all public utility charges.

Laws and Regulations:

6.16 The CONTRACTOR will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, he will give the ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the ENGINEER, he will bear all costs arising wherefrom; however, it shall not be his primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

Taxes:

6.17 Cost of all sales and other taxes for which the CONTRACTOR is liable under the Contract shall be included in the Contract Price stated by the CONTRACTOR.

Record Drawings:

6.18 The CONTRACTOR will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Engineer and shall be delivered to him for the OWNER upon completion of the Project. It shall be used for this purpose only.

Safety and Protection:

6.19 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

6.19.1 All employees on the work and other persons who may be affected thereby.

6.19.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.

6.19.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

6.20 The CONTRACTOR will designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S superintendent unless otherwise designated in writing by the CONTRACTOR to the OWNER.

Emergencies:

6.21 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the ENGINEER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall be issued covering the changes and deviations involved. If the CONTRACTOR believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 & 12.

Shop Drawing and Samples:

6.22 After checking and verifying all field measurements, the CONTRACTOR will submit to the ENGINEER for review, in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9) three (3) copies (or at the ENGINEER'S option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the CONTRACTOR. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the ENGINEER to review the information as required.

6.23 The CONTRACTOR will also submit to the ENGINEER for review, with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

6.24 At the time of each submission, the CONTRACTOR will in writing call the ENGINEER'S attention to any deviations that the Shop Drawings or sample may have from the requirements of the Contract Documents.

6.25 The ENGINEER will review with reasonable promptness Shop Drawings and samples, but his review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The review of a separate item as such will not indicate review of the assembly in which the item functions. The CONTRACTOR will make any corrections required by the ENGINEER and will return the required number of

corrected copies of Shop Drawings and resubmit new samples until the review is satisfactory to the ENGINEER. The CONTRACTOR shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by the ENGINEER on previous submissions. The CONTRACTOR'S stamp of approval on any Shop Drawings or sample shall constitute a representative to the OWNER and the ENGINEER that the CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalogue numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawings or sample with the requirements of the Work and the Contract Documents.

6.26 No Work requiring a Shop Drawing or sample submission shall be commenced until the submission has been reviewed by the ENGINEER. A copy of each Shop Drawing and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6.27 The ENGINEER'S review of Shop Drawings or samples shall not relieve the CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the ENGINEER'S attention to such deviation at the time of submission and the ENGINEER has given written approval to the specific deviation, nor shall any review by the ENGINEER relieve the CONTRACTOR from responsibility for errors or omission in the Shop Drawings.

Cleaning Up:

6.28 The CONTRACTOR shall clean up behind the Work as much as is reasonably possible as the Work progresses. Upon completion of the Work, and before acceptance of and final payment for the Project by the OWNER, the CONTRACTOR shall remove all his surplus and discarded materials excavated material and rubbish from the roadways, sidewalks, parking areas, lawns and all adjacent property; shall clean his portion of Work involved in any building under this Contract, so that no further cleaning by the OWNER is necessary prior to his occupancy; shall restore all property, both public and private, which has been disturbed or damaged during the prosecution of the Work; and shall leave the whole in a neat and presentable condition.

6.29 Clean-up operations shall consistently be carried on by the CONTRACTOR at all times to keep the premises free from accumulation of waste materials and rubbish. Upon completion of the Work he shall remove all rubbish, tools, scaffolding, surplus materials, etc., and shall leave his work "broom clean", or its equivalent, unless more exactly specified elsewhere in the Contract. The CONTRACTOR shall do the cleaning for all trades upon completion of the Work.

6.30 General. In case of dispute, the OWNER may remove the rubbish and charge

the cost to the CONTRACTOR as the ENGINEER shall determine to be just.

Public Convenience and Safety:

6.31 The CONTRACTOR shall, at all times, conduct the Work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of the Work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. "Street Closed" signs shall be placed immediately adjacent to the Work, in a conspicuous position at such locations as traffic demands in accordance with the MUTCD. At any time that streets are required to be closed, the CONTRACTOR shall notify law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times. The CONTRACTOR shall keep the portion of the project being used by the public in satisfactory condition. It may become necessary for the CONTRACTOR to sweep the roadway surface to completely remove debris.

Sanitary Provisions:

6.32 The CONTRACTOR shall furnish necessary toilet conveniences, secluded from public observation, for use of all personnel on the Work, whether or not in his employ. They shall be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the Public Authorities having jurisdiction. He shall commit no public nuisance. Temporary sanitary facilities shall be removed upon completion of the Work and the premises shall be left clean.

Indemnification:

6.33 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than Work itself) including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

6.34 In any and all claims against the OWNER or the ENGINEER or any of their agents or employees, by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.33 shall not be limited in any way by any limitation on the amount or type of damages,

compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.35 The obligations of the CONTRACTOR under paragraph 6.33 shall not extend to the liability of the Engineer's negligent acts, errors or omissions or those of his employees or agents.

Responsibility for Connecting to Existing Work:

6.36 It shall be the express responsibility of the CONTRACTOR to connect his Work to each part of the existing work or work previously installed as required by the Drawings and Specifications to provide a complete installation.

Work in Street, Highway and Other Rights-of-Way:

6.37 Excavation, grading, fill, storm drainage, paving and any other construction or installations in rights-of-way of streets, highways, public carrier lines, utility lines (either aerial, surface or subsurface), etc., shall be done in accordance with requirements of the Contract Documents. The CONTRACTOR will be responsible for obtaining all permits necessary for the work. Upon completion of the Work, CONTRACTOR shall present to ENGINEER certificates, in triplicate, from the proper authorities stating that the Work has been done in accordance with their requirements.

6.37.1 The OWNER will cooperate with the CONTRACTOR in obtaining action from any utilities or public authorities involved in the above requirements.

6.37.2 The ENGINEER shall be responsible for obtaining elevations of curbs and gutters, pavement, storm drainage structures, and other such items which must be established by governmental departments as soon as grading operations are begun on the site and, in any case, sufficiently early in the construction period to prevent any adverse effect on the Project.

Cooperation with Governmental Departments, Public Utilities, Etc:

6.38 The OWNER shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structure connected therewith, that are encountered in the work in order that such items may be properly shored, supported and protected, or the CONTRACTOR may relocate them if he so desires. The CONTRACTOR shall give all proper notices, shall comply with requirements of such parties in the performance of his Work, shall permit entrance of such parties

on the Project in order that they may perform their necessary work, and shall pay all charges and fees made by such parties for this work.

6.38.1 The CONTRACTOR'S attention is called to the fact that there may be delays on the Project due to work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.

6.38.2 The CONTRACTOR shall have made himself familiar with all codes, laws, ordinances and regulations which in any manner affect those engaged or employed in the Work, or materials and equipment used in or upon the Work, or in any way affect the conduct of the Work, and no plea of misunderstanding will be considered on account of his ignorance thereof.

Use of Premises:

6.39 CONTRACTOR shall confine his apparatus, storage of materials, and operations of his workmen to limits indicated by law, ordinances, permits, and directions of ENGINEER and OWNER, and shall not unnecessarily encumber any part of site.

6.39.1 CONTRACTOR shall not overload or permit any part of any structure to be loaded with such weight as will endanger its safety, nor shall he subject any part of the Work to stresses or pressures that will endanger it.

6.39.2 CONTRACTOR shall enforce OWNER'S instructions in connection with signs, advertisements, fires and smoking.

6.39.3 CONTRACTOR shall arrange and cooperate with OWNER in routing and parking of automobiles of his employees, subcontractors and other personnel and in routing material delivery trucks and other vehicles to the Project Site.

Protection of Existing Property Improvements:

6.40 Any existing surface or subsurface improvements, such as pavements, curbs, sidewalks, pipes or utilities, footings or structures (including portions thereof), trees, and shrubbery not indicated on the Drawings or noted in the Specifications as being removed or altered shall be protected from damage during construction of the Project. Any such improvements damaged during construction of the Project shall be restored to a condition equal to that existing at time of award of Contract.

Temporary Heat:

6.41 The General CONTRACTOR shall provide heat, fuel and services as necessary to protect all work and materials, within all habitable areas of permanent building construction, for all contracts against injury from dampness and cold until final acceptance of all work and materials for the Project, unless building is fully occupied by the OWNER prior to such acceptance, in which case the OWNER shall assume all expenses of heating from date of full occupancy. In areas outside those covered above, each prime contractor shall be responsible for providing such temporary heat, fuel and services as required to protect his work or shall make all necessary arrangements with the General CONTRACTOR for providing such temporary heat, fuel and services. Unless otherwise specifically permitted by Special Conditions, the permanent heating system shall not be used to provide temporary heat. CONTRACTOR'S proposed methods of heating shall be submitted for approval.

ARTICLE 7 - WORK BY OTHERS:

7.1 The OWNER may perform additional work related to the Project by himself, or he may let other direct contracts therefore which shall contain General Conditions similar to these. The CONTRACTOR will afford the other contractors who are parties to such direct contracts (or the OWNER, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

7.2 If any part of the CONTRACTOR'S work depends for proper execution or results upon the work of any such other CONTRACTOR (or the OWNER), the CONTRACTOR will promptly report to the ENGINEER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results.

7.3 The CONTRACTOR will do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The CONTRACTOR will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the ENGINEER and of the other contractors whose work will be affected.

7.4 If the performance of additional work by other contractors or the OWNER is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional work. If the CONTRACTOR believes that the performance of such additional work by the OWNER or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as provide in Articles 11 and 12.

7.5 Where practicable, the CONTRACTOR shall build around the work of other separate contractors or shall leave chases, slots and holes as required to receive and to conceal within the general construction work the work of such other separate contractors as directed by them. Where such chases, slots, etc., are impracticable, the work shall require specific approval of the ENGINEER.

7.6 Necessary chases, slots and holes not built or left by the CONTRACTOR shall be cut by the separate contractor requiring such alterations after approval of the CONTRACTOR. The CONTRACTOR shall do all patching and finishing of his Work where cut by other contractors at the expense of such other contractors.

7.7 Cooperation is required in the use of site facilities and in the detailed execution of the Work. Each contractor shall coordinate his operations with those of the other contractors for the best interest of the Work in order to prevent delay in the execution thereof.

7.8 Each contractor shall keep himself informed of the progress of the work of other contractors. Should lack of progress or defective workmanship on the part of other contractors interfere with his operations, the CONTRACTOR shall notify the ENGINEER immediately. Lack of such notice to the ENGINEER will be construed as acceptance by the CONTRACTOR of the status of the work of other contractors as being satisfactory for proper coordination of his own work.

7.9 Each contractor shall give notices of the progress of his work so as to allow other contractors adequate opportunity to properly direct and coordinate their work. The CONTRACTOR shall give notices of the progress of his Work so that work of other contractors, when required to be concealed, may be placed before the general construction Work. All such notices shall be submitted to the ENGINEER with copies to other prime contractors on the Project sufficiently ahead of job progress to permit adequate time for the other prime contractors to coordinate their work.

7.10 The cost of extra work resulting from lack of notices, untimely notices, failure to respond to notices, defective work or lack of coordination shall be borne by the CONTRACTOR responsible for such lack of notices, etc.

ARTICLE 8 - OWNER'S RESPONSIBILITIES:

8.1 The OWNER will issue all communications to the CONTRACTOR through the ENGINEER.

8.2 In case of termination of the employment of the ENGINEER, the OWNER will appoint an engineer against whom the CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to

arbitration, if mutually agreeable.

8.3 The OWNER will furnish the data required of him under the Contract Documents promptly and shall make payments to the CONTRACTOR promptly after they are due as provided in Article 14.

8.4 OWNER'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1, 4.4 and the Special Conditions. Paragraphs 4.2 and 4.3 refer to OWNER'S identifying and making available to CONTRACTOR copies of surveys and investigation reports of subsurface and latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications.

8.5 The OWNER'S responsibilities in respect of liability and property insurance are set forth in paragraph 5.4.

8.6 In addition to his rights to request changes in the Work in accordance with Article 10, the OWNER (especially in certain instances as provided in paragraph 10.4) will be obligated to execute Change Orders.

8.7 In connection with the OWNER'S right to stop Work or suspend Work; see paragraph 15.1. Paragraph 15.3 deals with the OWNER'S right to terminate services of the CONTRACTOR under certain circumstances.

8.8 The OWNER shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or any portion thereof may not have expired; but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the Work, the CONTRACTOR shall be entitled to such extra compensation or extension of time or both, except by prior agreement, as the ENGINEER may determine. See paragraph 14.11.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION:

Owner's Representative:

9.1 The ENGINEER shall be the OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of the ENGINEER as the OWNER'S representative during construction are set forth in Articles 1 through 17 of these General Conditions and shall not be extended without written consent of the OWNER and the ENGINEER.

9.1.1 The ENGINEER'S decision, in matters relating to aesthetics shall be final, if

within the terms of the Contract Documents.

9.1.2 Except as may be otherwise provided in this contract all claims, counter-claims, disputes and other matters in question between the OWNER and the CONTRACTOR arising out of or relating to this agreement or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State in which the OWNER is located.

Visits to Site:

9.2 The ENGINEER will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. He will not be required to make continuous on-site observations to check the quality or quantity of the Work. His efforts will be directed toward ascertaining on behalf of the OWNER that the completed Project will conform to the requirements of the Contract Documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep the OWNER informed of the progress of the Work and will endeavor to guard the OWNER against defects and deficiencies in the Work of contractors.

Clarifications and Interpretations:

9.3 The ENGINEER will issue with reasonable promptness such written clarification or interpretations of the Contract Documents (in the form of Drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

Measurement of Quantities:

9.4 All Work completed under the Contract will be measured by the CONTRACTOR according to the United States Standard Measures. All linear surface measurements will be made horizontally or vertically as required by the item measured.

Rejecting Defective Work:

9.5 The ENGINEER will have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not meet the requirements of any inspection, test or approval or has been damaged prior to final acceptance). He will also have authority to require special inspection or testing of the Work whether or not the

Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

9.6 In connection with the ENGINEER'S responsibility as to Shop Drawings and samples, see paragraphs 6.22 through 6.27, inclusive.

9.7 In connection with the ENGINEER'S responsibility for Change Orders; see Articles 10, 11, and 12.

9.8 In connection with the ENGINEER'S responsibilities in respect of Application for Payment, etc., see Article 14.

Resident Project Representative:

9.9 The OWNER or the ENGINEER will provide on-site representation sufficient to guarantee that construction is in general compliance with the construction drawings and the contract specifications.

Decisions on Disagreements:

9.10 The ENGINEER will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance hereunder. In his capacity as interpreter and judge, he will exercise his best efforts to insure faithful performance by both the OWNER and the CONTRACTOR. He will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred initially to the ENGINEER for decision; which he shall render in writing within a reasonable time.

9.11 Either the OWNER or the CONTRACTOR, if the other agrees, may request legal action with respect to any such claim, dispute or other matter that has been referred to the ENGINEER, except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.11, such legal action to be in accordance with Article 16. However, no request for legal action of any such claim, dispute or other matter shall be made until the earlier of (a) the date on which the ENGINEER has rendered his decision or (b) the tenth day after the parties have presented their evidence to the ENGINEER if he has not rendered his written decision before that date. No request for legal action shall be made later than thirty (30) days after the date on which the ENGINEER rendered his written decision in respect of the claim, dispute or other matter as to which legal action is sought; and the failure to request legal action within said thirty (30) days period shall result in the ENGINEER'S decision being final and binding upon the OWNER and the CONTRACTOR. If the ENGINEER renders a decision after legal proceedings have

been initiated, such decision may be entered as evidence but shall not supersede the legal proceedings, except where the decision is acceptable to the parties concerned.

Limitations on Engineer's Responsibilities:

9.12 Neither the ENGINEER'S authority to act under this Article 9 nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the ENGINEER to the CONTRACTOR, any Subcontractor, any of their agents or employees or any other person performing any of the Work.

9.13 The ENGINEER will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto, and he will not be responsible for the CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

9.14 The ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR, or any Subcontractors, or any of his or their agents or employees, or any other person performing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK:

10.1 Without invalidating the Agreement, the OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the CONTRACTOR will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12. A Change Order signed by the CONTRACTOR indicates his agreement therewith.

10.2 The ENGINEER may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alteration authorized by the ENGINEER entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

10.3 Additional Work performed by the CONTRACTOR without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.21 and except as provided in paragraph 10.2.

10.4 The OWNER will execute appropriate Change Orders prepared by the ENGINEER covering changes in the Work to be performed as provided in paragraph 4.4, and Work performed in an emergency as provided in paragraph 6.21 and any other claim of the CONTRACTOR for a change in the Contract Time or the Contract Price which is approved by the ENGINEER.

10.5 It is the CONTRACTOR'S responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. The CONTRACTOR will furnish proof of such adjustment to the OWNER.

ARTICLE 11 - CHANGE OF CONTRACT PRICE:

11.1 The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at his expense without changing the Contract Price.

11.2 (a) The OWNER may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make any change in the Work within the general scope of the contract, including but not limited to changes:

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Owner-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written order or an oral order (which terms as used in this paragraph (b) shall include direction, instruction, interpretation or determination) from the OWNER, which causes any such change, shall be treated as a change order under this clause, provided that the CONTRACTOR gives the OWNER written notice stating the date, circumstances, and source of the order and that the CONTRACTOR regards the order as a change order.

(c) Except as herein provided, no order, statement, or conduct of the OWNER shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.

(d) If any change under this clause causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly: PROVIDED, HOWEVER, that except for claims based on defective specifications, no claim for any change under (b) above shall be allowed for any costs incurred more than 20 days before the CONTRACTOR gives written notice as therein required.

And provided further, that in the case of defective specifications for which the OWNER is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the CONTRACTOR in attempting to comply with such defective specifications.

(e) If the CONTRACTOR intends to assert a claim for an equitable adjustment under this clause, he must, within 30 days after receipt of a written change order under (a) above or the furnishing of a written notice under (b) above, submit to the OWNER a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the OWNER. The statement of claim hereunder may be included in the notice under (b) above.

(f) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

11.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents by application of unit prices to the quantities of the items involved.

11.3.2 By negotiated lump sum.

11.3.3 The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work plus a fixed amount to be agreed upon to cover the cost of general overhead and profit to be negotiated.

11.4 The term Cost of the Work means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work. Except as otherwise maybe agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to salaries and wages plus the costs of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by OWNER.

11.4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturer's field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3 Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such Bids to OWNER who will then determine with the advice of ENGINEER, which Bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of Work plus a Fee, the cost of the Work shall be determined in accordance with paragraphs 11.4 and 11.5.

11.4.4 Costs of special consultants (including but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work.

11.4.5 Supplemental costs including the following:

11.4.5.1 The proportion of necessary transportation, travelling and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

11.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or other in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the cost of transportation, loading, unloading, installation, dismantling and removal thereof--all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall end when the use thereof is no longer necessary for the Work.

11.4.5.4 Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable imposed by any governmental authority.

11.4.5.5 Deposits lost for causes other than CONTRACTOR'S negligence, royalty

payments and fees for permits and licenses. Costs for permits and licenses must be shown as a separate item.

11.4.5.6 Losses, damages and expenses, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the execution of, and to, the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of Work for the purpose of determining CONTRACTOR'S fee. If however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, he shall be paid for his services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9 Cost of premiums for additional Bonds and Insurance required because of changes in the Work.

11.5 The term cost of the Work shall not include any of the following:

11.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals, (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 11.4.1 -- all of which are to be considered administrative costs covered by the CONTRACTOR'S Fee.

11.5.2 Expenses of CONTRACTOR'S principal and branch offices other than his office at the site.

11.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR'S for delinquent payments.

11.5.4 Cost of premiums for all bonds and for all insurance policies whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except as otherwise provide in subparagraph 11.4.5.9.)

11.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

11.6 The CONTRACTOR'S Fee which shall be allowed to CONTRACTOR for his overhead and profit shall be determined as follows;

11.6.1 A mutually acceptable firm fixed price; or if none can be agreed upon,

11.6.2 A mutually acceptable fixed fee based on the estimate of the various portions of the Cost of the Work.

11.7 The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the net shall be computed to include overhead and profit, identified separately, for both additions and credits.

11.8 Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will submit in form prescribed by ENGINEER an itemized cost breakdown together with supporting data.

11.9 Allowances: It is understood that the CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such material men, suppliers, or Subcontractors and for such sums within the limit of the allowances as the ENGINEER may approve. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. The CONTRACTOR agrees that the original Contract Price includes such sums as he deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

11.9.1 These allowances shall cover the cost to the CONTRACTOR less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes.

11.9.2 The CONTRACTOR'S costs for unloading and handling on site, labor, installation costs, overhead, profit and other expenses contemplated for the original

allowance shall be included in the Contract Price and not in the allowance.

11.9.3 Whenever the cost, as described in 11.9.1 above, is more than or less than the allowance, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses, except that whenever unit price allowances are stipulated for brick, the Change Order will not include any cost as described in 11.5 above.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME:

12.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to OWNER and ENGINEER within ten days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if he makes a claim therefore as provided in paragraph 12.1. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by OWNER, fires, floods, labor disputes, epidemics, or acts of God.

12.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of the Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either parties.

12.4 No claim for delay shall be allowed because of failure to furnish Drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

12.5 This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

ARTICLE 13 - GUARANTY:

13.1 The CONTRACTOR shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the

completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs or adjustments, in the Work that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

ARTICLE 14 - PAYMENTS AND COMPLETION:

Payments to Contractors:

14.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or revise the partial payment estimate provides the same to the CONTRACTOR indicating in writing his reasons for refusing or revising payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within forty-five (45) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER may retain a portion of the amount otherwise due the CONTRACTOR. Except as State law otherwise provides, the amount the OWNER retains shall be limited to the following:

14.1.1 Withholding of not more than 5 percent of the payment claimed until work is 50 percent complete;

14.1.2 When Work is 50 percent complete, reduction of the withholding to 2.5 percent of the dollar value of all Work satisfactorily completed to date, provided that the CONTRACTOR is making satisfactory progress and there is no specific cause for greater withholding and the same is requested by the CONTRACTOR in writing;

14.1.3 When the Work is substantially complete (operational or beneficial occupancy), the withheld amount shall be further reduced below 5 percent to only

that amount necessary to assure completion.

14.1.4 The OWNER may reinstate up to 5 percent withholding if the OWNER determines, at its discretion, that the CONTRACTOR is not making satisfactory progress or there is other specific cause for such withholding.

Contractor's Warranty of Title:

14.2 The CONTRACTOR warrants and guarantees that title to all work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will have passed to the OWNER prior to the making of the Application for payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens") and that no work, materials or equipment covered by an Application for Payment will have been acquired by the CONTRACTOR or by any other person performing the Work at the Site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

Approval of Payments:

14.3 The ENGINEER'S approval of any payment requested in an Application for Payment shall constitute a representation by him to the OWNER, based on the ENGINEER'S on-site observations of the Work in progress as an experienced and qualified design professional and on his review of the Application of Payment and the supporting data, that the Work has progressed to the point indicated; That, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his approval), and that the CONTRACTOR is entitled to payment of the amount approved. However, by approving any such payment, the ENGINEER shall not thereby be deemed to have represented that he made exhaustive or continuous on-site observations to check the quality or the quantity of the Work, or that he has reviewed the means, methods, techniques, sequences, and procedures of construction or that he has made any examination to ascertain how or for what purpose the CONTRACTOR has used the moneys paid or to be paid to him on account of the Contract Price, or that title to any Work, materials, or equipment has passed to the OWNER free and clear of any Liens.

14.4 The CONTRACTOR shall make the following certification on each request for payment:

"I hereby certify that the labor and materials listed on this request for payment 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."

14.5 The ENGINEER'S approval of final payment shall constitute an additional representation by him to the OWNER that the conditions precedent to the CONTRACTOR'S being entitled to final payment as set forth in paragraph 14.11 have been fulfilled.

14.6 The ENGINEER may refuse to approve the whole or any part of any payment if, in his opinion, he is unable to make such representations to the OWNER. He may also refuse to approve any such payment, because of subsequently discovered evidence or the results of subsequent inspections or tests nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the OWNER from loss because:

14.6.1 The Work is defective, reasonable doubt exists to the integrity, or completed Work has been damaged requiring correction or replacement,

14.6.2 The Work for which payment is request cannot be verified,

14.6.3 Claims or Liens have been filed or there is reasonable evidence indicating the probable filing thereof,

14.6.4 The Contract Price has been reduced because of Modifications,

14.6.5 The OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.1,

14.6.6. Of unsatisfactory prosecution of the Work, including failure to clean up as required by paragraphs 6.29 and 6.30,

14.6.7. Of persistent failure to cooperate with other contractors on the Project and persistent failure to carry out the Work in accordance with the Contract Documents,

14.6.8. Of liquidated damages payable by the CONTRACTOR or,

14.6.9. Of any other violation of, or failure to comply with, the provisions of the Contract Documents.

14.7 Prior to Substantial Completion, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the Work. Such use shall not constitute and acceptance of such portions of the Work.

14.8 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the Work, or restoration of any damaged Work, except such as may be caused by agents or employees of the OWNER.

14.9 Upon completion and acceptance of the Work, the ENGINEER shall issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the Contract Documents. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within forty-five (45) days of completion and acceptance of the Work.

14.10 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the Contract Documents by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

Acceptance of Final Payment as Release:

14.11 When all items of work are completed to the satisfaction of the ENGINEER and the ENGINEER has been advised by the CONTRACTOR that a final inspection is desired, time will be suspended until final inspection is conducted and for an additional 14 calendar days after the CONTRACTOR has been notified in writing of the results of the inspection. If after the end of the 14-day suspension all necessary items of work have not been completed, time changes will resume. If the specified completion date had not been reached at the time the CONTRACTOR called for a final inspection, the calendar day difference between the specified completion date and the date the CONTRACTOR called for a final inspection will be added after the 14-day period before starting liquidated damages. If a project is on liquidated

damages at the time a final inspection is scheduled, liquidated damages will be suspended until the final inspection is conducted and for seven (7) calendar days after the CONTRACTOR has been notified in writing of the results of the inspection. If after the end of the 7-day suspension all necessary items of work have not been completed, liquidated damages will resume. When final inspection has been made by the ENGINEER and all items of work have been completed, the daily time charge will cease.

14.12 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this Work and for every act and neglect of the OWNER and others relating to or arising out of this Work. Any payment however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION:

Owner May Suspend Work:

15.1 The OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to the CONTRACTOR and the ENGINEER which shall fix the date on which Work shall be resumed. The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefore as provided in Articles 11 and 12.

Work During Inclement Weather:

15.2 No Work shall be done under these Specifications except by permission of the OWNER when the weather is unfit for good and careful work to be performed. Should the severity of the weather continue, the CONTRACTOR, upon the direction of the OWNER, shall suspend all work until instructed to resume operations by the OWNER and the Contract Time shall be extended to cover the duration of the order. Work damaged during periods of suspension due to inclement weather shall be repaired and/or replaced by the CONTRACTOR. Any compensation for repairs or replacements shall be subject to approval of the OWNER.

Owner May Terminate:

15.3 If the CONTRACTOR is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property; or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or

similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or he disregards laws, ordinances, rules regulations or orders of any public body having jurisdiction, or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the Contract Documents, then the OWNER may without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety seven days written notice, terminate the services of the CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the Work by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR or the Surety will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a Change Order.

15.4 Where the CONTRACTOR'S services have been so terminated by the OWNER, said terminations shall not affect any rights of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by the OWNER due the CONTRACTOR will not release the CONTRACTOR from liability.

15.5 Upon seven days written notice to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the CONTRACTOR shall be paid for all Work executed and any expense sustained plus a reasonable profit.

Removal of Equipment:

15.6 In the case of termination of this Contract before completion, for any cause whatever, the CONTRACTOR if notified to do so by the OWNER, shall promptly remove any part or all of his equipment and supplies from the property of the OWNER. Should the CONTRACTOR not remove such equipment and supplies, the OWNER shall have the right to remove them at the expense of the CONTRACTOR. Equipment and supplies shall not be construed to include such items for which the CONTRACTOR has been paid in whole or in part.

Contractor May Stop Work or Terminate:

15.7 If, through no act or fault of the CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or

other public authority, or the ENGINEER fails to act on any Application for Payment within sixty (60) days after it is submitted, or the OWNER fails to pay the CONTRACTOR any sum approved by the ENGINEER or awarded by court ruling within forty-five (45) days of its approval and presentation, then the CONTRACTOR may, upon seven (7) days written notice to the OWNER and the ENGINEER, and if the OWNER or ENGINEER fails to reasonable respond in writing, terminate the Agreement and recover from the OWNER payment for all Work executed and any expense sustained plus a reasonable profit. In addition and in lieu of terminating the Agreement, if the ENGINEER has failed to act on an Application for Payment or the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon seven (7) days notice to the OWNER and the ENGINEER stop the Work until he has been paid all amounts then due.

Owner Furnished Equipment:

15.8 In case the OWNER furnishes equipment to the CONTRACTOR to install, but fails to deliver it to the CONTRACTOR as required and in case such failure causes the CONTRACTOR additional expense or need for extension of time, the CONTRACTOR may make such claims upon the OWNER and obtain adjustments as provided herein.

Liquidated Damages:

15.9 If the CONTRACTOR shall fail to complete the work within the contract time, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the Contract Documents for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the Contract Documents.

ARTICLE 16 - DISPUTE SETTLEMENT:

16.1 All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.11, shall be decided in a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS:

17.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice.

17.2 If the OWNER fails to make payment forty-five (45) days after payment is

due, in addition to other remedies available to the CONTRACTOR, there shall be added to each such progress payment, interest at 1% per month commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

17.3 All Specifications, Drawings and copies thereof furnished by the ENGINEER shall remain his property. They shall not be used on another Project, and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to him on request upon completion of the Project.

17.4 The duties and obligations imposed by these General Conditions, and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.36 and 14.3 and the rights and remedies available to OWNER and ENGINEER there under, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the CONTRACT DOCUMENTS.

17.5 Should the OWNER or the CONTRACTOR suffer injury or damage to its person or property because of any error, omission or act of the other or of any of his employee or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

17.6 The CONTRACT DOCUMENTS shall be governed by the law of the place of the Project.

Progress Charts and Requirements for Overtime Work

17.7 The CONTRACTOR shall within 5 days or within such time as determined by the OWNER after date of commencement of work prepare and submit to the OWNER for approval a practicable schedule, showing the order in which the CONTRACTOR proposes to carry on the work, the date on which he will start the several salient features (including procurement of materials, plans and equipment) and the contemplated dates for completing the same. The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion at any time. The CONTRACTOR shall enter on the chart the actual progress at such intervals as directed by the OWNER and shall immediately deliver to the OWNER three (3) copies thereof. If the CONTRACTOR fails to submit a progress schedule within the time herein prescribed, the owner may withhold approval of progress payment estimates until such time as the CONTRACTOR submits the required progress schedule.

17.8 If, in the opinion of the OWNER, the CONTRACTOR falls behind the progress schedule, the CONTRACTOR shall take such steps as may be necessary to improve

his progress and the OWNER may require him to increase the number of shifts, or overtime operations, days of work, or the amount of construction plant, or update the progress schedule to reflect increased production for meeting the completion date, or all of them, and to submit for approval such supplementary schedule or schedules in chart form as may be deemed necessary to demonstrate the manner in which the agreed rate of progress will be regained, all without additional cost to the OWNER.

17.9 Failure of the CONTRACTOR to comply with the requirements of the OWNER under this provision shall be grounds for determination by the OWNER that the CONTRACTOR is not prosecuting the work with such diligence as will insure completion within the time specified. Upon such determination the OWNER may terminate the CONTRACTOR'S right to proceed with the work or any separable part thereof in accordance with the clause of the contract entitled, "Termination for Default-Damages for Delay - Time Extensions.

17.10 Should the Contractor fail to complete the work within the specified time, or within any extra time allowed under these specifications, a sum of money, determined by the following schedule, shall be deducted from any funds due the Contractor, the Owner shall have the right recover the said sum or sums from the Contractor or from the surety, or from both. The amounts of these deductions are to cover the liquidated damages to the Owner incurred by additional or other expenses due to the failure of the Contractor to complete the work or any part of the work within the time specified, and such deductions are not to be considered penalties.

17.11 The damages indicated above shall be considered as liquidated damages for the loss to the OWNER on account of the expense due to the employment of Engineers and their assistants and to any others expenses incurred after the expiration of the Contract time as determined by the ENGINEER in section 14.11

17.12 Work requiring the presence or services of the ENGINEER, based-solely on the opinion of the ENGINEER, will not be permitted on Sunday or holidays observed by the State unless the ENGINEER determines that an emergency or necessity exists. Work on these days solely to complete the project within the contract time will not be considered a necessity or emergency.

17.13 The ENGINEER will prepare and submit to the CONTRACTOR one (1) preliminary punch list of items that do not meet the contract requirements after the final inspection and one (1) final punch list immediately before final completion and final payment.

SUPPLEMENTAL GENERAL CONDITIONS

ARTICLE 1 - SPECIAL CONDITIONS

SCOPE AND INTENT

Special conditions shall prevail over General Conditions in case of conflict. The Contractor shall furnish all labor, materials, equipment (including fuel), tools, appliances, transportation and perform all operations in connection with the construction of, alterations to, or repair of, the building, including utilities, complete, in strict accordance with the specifications and the plans governing the construction of, alterations to, or repair of, the project.

EXAMINATION OF PREMISES

Before submitting a proposal for his work, each bidder shall be held responsible to have examined the site and satisfied himself as to the conditions under which work is to be performed.

PERMITS, TAXES, AND ORDINANCES

The Contractor shall pay for all required permits, give legal notices, and pay taxes and assessments levied in connection with this contract. Building regulations shall be strictly adhered to and the contractor shall be responsible for knowledge thereof.

INSURANCES, ETC.

In addition to the requirements of the General Conditions, insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONTRACTOR** under the terms of the Contract. The **CONTRACTOR** shall procure and maintain at his own expense any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the Work.

The **CONTRACTOR** shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the **OWNER**.

If a part of this Contract is sublet, the **CONTRACTOR** shall require each Subcontractor to carry insurance of the same kinds and in like amounts as carried by the **CONTRACTOR**. Certificates of insurance shall state that 30 days written notice will be given to the **OWNER** before the policy is canceled or changed. No **CONTRACTOR** or Subcontractor will be allowed to start any construction work on this Contract until certificates of all insurance required herein are filed and approved by the **OWNER**. The certificates shall show the type, amount, class of operations covered, effective dates and the dates of expiration of policies.

The **CONTRACTOR** shall secure and maintain in effect for the period of the Contract and pay all premiums for the following kinds and amounts of insurance.

A. Workers' Compensation and Employer's Liability Insurance

This insurance shall protect the **CONTRACTOR** against all claims under applicable State Worker's Compensation Laws. The **CONTRACTOR** shall also be protected and shall cause each Subcontractor to be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Worker's Compensation Law. The liability limits shall not be less than the required statutory limits for Worker's Compensation and Employer's Liability or the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for each person whichever is more. This policy shall include an all states endorsement.

B. **CONTRACTOR'S** Comprehensive Public Liability and Property Damage Insurance, covering all operations in connection with the performance of this Contract in amounts not less than the following:

Bodily injury liability in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for each person and ONE MILLION DOLLARS (\$1,000,000) for each accident and property damage liability in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) for all damages arising out of the injury or destruction of property in any one accident and subject to that limit per accident a total for aggregate limit of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for all damages arising out of injury to or destruction of property during the policy period.

The Comprehensive Public Liability and Property Damage policies carried by both the **CONTRACTOR** and the Subcontractors shall contain an endorsement to include the coverage of the following hazards:

- a. Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the **CONTRACTOR'S** operations.
- b. The collapse of and structural injury to any building, structure or property on or adjacent to the **OWNER'S** premises or right-of-way caused by the **CONTRACTOR'S** operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.
- c. Contractual Liability Coverage for the Hold Harmless segments of the Contract Documents.

C. **CONTRACTOR'S Contingent or Protective Liability and Property Damage:**

In case part of this Contract is sublet, the **CONTRACTOR** shall secure contingent or protective liability and property damage insurance to protect him from any and all claims arising from the operation of his Subcontractors in the execution of Work included in the Contract. In no case shall the amount of such protection be less than the limits of \$500,000/\$1,000,000 for Public Liability Insurance and \$500,000/\$1,000,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the **OWNER**.

D. **Automotive Public Liability and Property Damage**

The **CONTRACTOR** shall maintain automobile public liability insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for injury to one person and ONE MILLION DOLLARS (\$1,000,000) for one accident; and automobile property damage insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for one accident to protect him from any and all claims arising from the use of the following:

- a. **CONTRACTOR'S** own automobiles and trucks.
- b. Hired automobiles and trucks.
- c. Automobiles and trucks owned by Subcontractors.

The aforementioned is to cover use of automobiles and trucks on and off the site of the Project.

E. **OWNER'S Protective Liability Policy**

The **CONTRACTOR** shall maintain **OWNER'S** Protective Liability Insurance with the **OWNER** as the named insured, and the **ENGINEER**, and their servants, agents and employees as additional insureds in amounts not less than the following:

- a. Bodily Injury in the amount of ONE MILLION DOLLARS (\$1,000,000) for each person and ONE MILLION DOLLARS (\$1,000,000) for each accident and property damage liability in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for all damages arising out of an injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of ONE MILLION DOLLARS (\$1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

CLEANING UP

The CONTRACTOR shall, at all times, keep the premises free from accumulations of waste materials and at the completion of the work, be shall remove all his rubbish, tools, temporary buildings, etc. from and about the site and shall leave his work "broom" clean unless more exactly specified elsewhere. All glass shall be washed and left free from stains of any nature.

SPECIAL INSTRUCTIONS

LIMITATIONS

During construction, care is to be taken to prevent damage to the work in place. As soon as work is completed, all work is to be thoroughly cleaned. Before completion, all damaged work is to be repaired and left in perfect condition. The CONTRACTOR will be responsible for all clean up of the premises. All trash, etc. will be hauled away from the site, and the site left in a clean and neat condition. Alcoholic beverages of any type will not be permitted on job site.

PRODUCT/MATERIALS SUBSTITUTION

CONTRACTOR will submit prior to starting work on project any changes to materials specified. CONTRACTOR will submit all specification data, company name, and supplier of material that he wishes to substitute. All material will be evaluated. CONTRACTOR will be given approval/disapproval by OWNER. No substitutes will be taken into consideration after work has begun, no substitutes will be allowed if CONTRACTOR does not submit specification data within time allowed.

INSPECTION

All work covered by these specifications shall be subject to inspection by OWNER or his authorized representative. CONTRACTOR will coordinate with OWNER for inspections as required during construction, and furnish to the OWNER in writing a project schedule prior to mobilization of work at the job site.

SPECIFICATIONS AND DRAWINGS ARE RECIPROCAL

The specifications and drawings are intended mutually to explain each other and anything which is referred to in the specifications and not shown on the drawings shall be considered as being shown and mentioned and referred to in both of these documents. Such work shall be done and performed accordingly. Any drawing attached to this specification form is an integral part thereof and where such drawings, if any, differ from these specifications, the specifications shall govern.

AS-BUILT DRAWINGS

Occasionally, during the course of construction, modifications and changes may occur due to site conditions, unforeseen circumstances and problems encountered. This may result in a modification of construction as originally depicted on drawings. Contractor will furnish the OWNER a marked-up set of prints in red line of all changes and/or modifications that pertain to this contract. Drawings will be labeled. "AS-BUILT DRAWINGS".

GUARANTEES, WARRANTIES AND BONDS

1. All work will be guaranteed by the CONTRACTOR for a period of one (1) year from the date of substantial completion.
2. Wording for the notarized guarantee shall be as follows:
"We hereby guarantee all work performed by us on the above captioned project to be free from defective materials and workmanship for a period of one (1) year, or such longer period of time as may be called for in the Contract Documents for such portions of the work."
3. Guarantee Compliance:
Except as otherwise specified, all work shall be guaranteed by the CONTRACTOR and through him each sub-contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of substantial completion of the Contract. In case of work performed by his sub-contractors, the CONTRACTOR shall secure warranties from said sub-contractors and deliver copies of the same to the OWNER upon completion of the work. If, within any guarantee period, repairs or changes are required in connection with guaranteed work which, in the OWNER'S opinion, are rendered necessary as the result of use of materials, equipment or workmanship which are inferior, defective or not in accordance with terms of the Contract: CONTRACTOR shall promptly upon receipt of OWNER'S written notice, and without expense of the OWNER;
 - a. Place in satisfactory condition in every particular all such guaranteed work, correct all defects therein.
 - b. Make good all damage to the building, site, equipment or building contents which in the OWNER'S opinion is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with terms of the Contract.
 - c. Make good any work or material or the equipment and contents of building or site disturbed in fulfilling such guarantee.

In any case where fulfilling the requirements of the Contract, or any guarantee embraced in or required thereby, the CONTRACTOR disturbs any work guaranteed under another's Contract, he shall restore such disturbed work to condition satisfactory to the OWNER and guarantee such restored work to the same extent as it was guaranteed under such other contract. If the CONTRACTOR, after notice, fails to proceed promptly to comply with terms of the guarantee, the OWNER may have the defects corrected and the CONTRACTOR

and his surety shall be liable for all expense incurred. All special guarantees applicable to definite parts of the work that may be stipulated in the specification or other Contract Documents shall be subject to the terms of this Specification Section during the first year of the life of such special guarantees. All guarantees and warranties shall be obtained in the OWNER'S name and evidence thereof shall be promptly delivered to the OWNER'S Representative for transfer to the OWNER.

CLOSE-OUT DOCUMENTS

In general documents for close out, to be submitted by the CONTRACTOR to the OWNER, prior to final payment, shall be; but not limited to the following:

1. APPLICATION FOR PAYMENT: AIA Document G-702
2. CERTIFICATE OF SUBSTANTIAL COMPLETION: AIA Document G-704
3. CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS:
AIA Documents G-706 and G-706A: The Contractor shall furnish these AIA Documents complete with attached notarized full release of liens, damages, and a guarantee that all materials and labor are paid in accordance with Contract Documents with the following wording:
"WE HEREBY CERTIFY THAT ALL BILLS FOR LABOR AND MATERIALS INCORPORATED INTO THE ABOVE CAPTIONED PROJECT UNDER OUR CONTRACT HAVE BEEN PAID AND THAT THE OWNER IS RELEASED FROM ANY AND ALL CLAIMS AND/OR DAMAGES UNDER THIS CONTRACT."
4. CONSENT OF SURETY COMPANY TO FINAL PAYMENT: AIA Document G-707
To be completed in full by the Bonding Company.
5. CONTRACTOR'S NOTARIZED STATEMENT:
Notarized statement that project has been constructed in accordance with Contract Documents.
6. CONTRACTOR'S NOTARIZED STATEMENT OF GUARANTEE/S:
All work will be guaranteed by the Contractor for a period of one (1) year from the date of substantial completion. Wording will be as follows:
"WE HEREBY GUARANTEE ALL WORK PERFORMED BY US ON ABOVE CAPTIONED PROJECT TO BE FREE FROM DEFECTIVE MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR, OR SUCH LONGER PERIOD OF TIME AS MAY BE CALLED FOR IN THE CONTRACT DOCUMENTS FOR SUCH PORTIONS OF THE WORK."
In the case of work performed by his sub-contractors, the Contractor shall secure warranties from said sub-contractors and deliver copies of same to the Owner upon completion of work.
7. OPERATING AND MAINTENANCE MANUALS:
All manufacturer's operating instructions and maintenance manuals will be compiled in a tabbed and labeled 3-ring binder. (Furnish Owner with two (2) sets).
8. FORM W-9, PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (IRS):
Form W-9 is to be completed by non-corporation contractors. Non-applicable if Contractor's firm is Incorporated.
9. FINAL CLEANING:
At close out time clean and re-clean entire work to normal level for "FIRST CLASS" maintenance/cleaning.

MEASUREMENT AND PAYMENT

Measurement and payment for the following bid items shall be as described and shall include all material equipment, labor and testing to install and make operational a complete sewer system as detailed on the contract drawings and in these specifications.

SEWER MAIN (SDR-26), HDPE, DUCTILE IRON, OR OTHER

Payment for all sewer mains will be per linear foot for various diameter pipe measured from centerline of manhole to centerline of manhole in relation to the diameter of the pipe and the depth of cut as shown in the individual bid items. The item shall be paid per linear foot.

REMOVAL OF EXISTING SEWER LINE

Payment for removal of existing sewer line shall be as indicated on the construction plans. The item shall include all labor, materials and equipment necessary to complete the item. The item shall be paid per linear foot.

ABANDONMENT OF EXISTING SEWER LINE

Payment for abandonment of existing sewer line shall be as indicated on the construction plans. The item shall include all labor, materials and equipment necessary to complete the item. The item shall be paid per linear foot.

TRACER WIRE SYSTEM FOR WATER/SEWER

Installation requirements for tracer wire shall be as indicated on the construction plans. The item shall include all labor, materials and equipment necessary to provide a complete tracer system for the sewer infrastructure with proper grounding and connection points as shown in the plans and specifications. Grounding and hook-up locations shall be absorbed in the price of the tracer wire. The item shall be paid per linear foot.

MANHOLES

Payment for manholes will be per each and depth of manhole in appropriate depth bracket measured from lid of manhole to downstream invert. Depth shall be based on individual bid items.

DEMOLITION AND REMOVAL OF EXISTING MANHOLE

Payment for demolition and removal of existing manhole shall be as indicated on the construction plans. The item shall include the removal of the manhole frame and lid assembly with storage and delivery to City of Hattiesburg, demolition of the remainder of the manhole as indicated on the construction plans removal of the manhole as indicated. The item shall include all labor, equipment and materials necessary to demolish and remove an existing manhole. Bypass pumping shall be an absorbed portion of this item should it be necessary for the removal. The item shall be paid per each.

ABANDONMENT OF EXISTING MANHOLE

Payment for abandonment of existing manhole shall be as indicated on the construction plans. The item shall include all labor, materials and equipment necessary to complete the

item. The item shall be paid per each.

DROP MANHOLE ASSEMBLY

Payment for drop manhole assembly shall include furnishing and installing all hardware required to assemble a drop as detailed in the plans and specifications. Payment shall be per each.

SANITARY SEWER SERVICE CLEANOUT

Payment for sewer cleanout will be per each to include all labor, materials and equipment at the bid size. Price shall reflect each necessary cleanout as determined by the ENGINEER to provide sanitary sewer service to project area.

SANITARY SEWER SERVICE

Payment for sanitary sewer service will be per linear foot for various diameter pipe. Item shall include PVC pipe, fittings, and other items necessary for a functioning service. Item shall include all labor, equipment and materials necessary to install all equipment. The item shall be per linear foot.

SANITARY SEWER SERVICE TEE

Payment for sanitary sewer service tee will be per each at the bid size and type. Price shall include all labor, materials and equipment necessary to install sanitary sewer service tee based on plans and specifications.

DUCTILE IRON, PVC and HDPE WATER SYSTEMS

Payment for item shall include furnishing and installing all pipe, trenching, compaction of required bedding and backfill excavation, disposal of excess excavated material sheeting, shoring, bracing, dewatering, testing, fittings, reducers, flushing the system and related items not specifically covered under other pay items. The contract price shall be determined by the measured distance of pipe installed and accepted per linear foot.

CONNECTION ITEMS

Payment for connection items shall include installation of reducers, fittings, valve boxes, trenching, excavation, compaction of backfill, blocking, disposal of excess excavated material, sheeting, shoring bracing, dewatering, testing, flushing and related items not specifically covered under other pay items as depicted on the construction plans. Pay shall be determined per each.

GATE VALVES

Payment for installation of gate valves shall include furnishing gate valves, valve boxes, trenching, excavating, compaction of backfill, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing, flushing and related items not specifically covered under other pay items as depicted on the construction plans. Pay shall be determined per each.

FIRE HYDRANT WITH APPURTENANCES

Payment for installation of fire hydrant with appurtenance shall include furnishing fire hydrant, gate valve, valve box, piping, trenching, excavating, compaction of backfill, blocking, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing, flushing and related items not specifically covered under other pay items. Pay shall be determined per each to include fire hydrant, tees, gate valve, valve box, pipe and other miscellaneous items as required to provide an operational hydrant. Pay shall be determined per each.

REMOVAL OF EXISTING FIRE HYDRANT

Payment for removal of fire hydrant shall include capping/plugging existing service line and removal of the hydrant. Item shall be paid per each.

SERVICE TAP

Payment for service tap shall include all fittings, tubing, tapping saddle, corporation stop, materials, labor and equipment to provide a new water service. Item shall be paid per each.

SERVICE TUBING

Payment for installation of service tubing shall include furnishing and installing service tubing as directed by the ENGINEER. Item shall include all boring, trenching, excavating, compaction of backfill, disposal of excess excavated material etc. to install service tubing as directed. Payment shall be per linear foot measured from each connection point.

RESIDENTIAL METER

Payment for residential meter shall include all components, labor and equipment for a fully operational water meter. Meter shall meet the requirements of the plans and specifications and function fully within the existing system. Item shall include meter, box and any necessary fittings and shall be paid per each.

CRUSHED AGGREGATE

Payment for crushed aggregate shall include furnishing and installing material as specified in the plans and specifications. Crushed aggregate shall be installed as a base material for the pavement repairs. Crushed aggregate may be used for a temporary riding surface and will be the surface of Camp Street throughout the life of the project. Temporary riding surface will be removed prior to pavement repairs and moved to another location as directed by the engineer at no additional cost to the project. Payment shall be per ton from certified scales.

SELECT FILL MATERIAL

Payment for select fill material will be based on loose vehicular measurement. Haul vehicles shall be measured and volumes calculated. It shall be the discretion of ENGINEER as to the overall percentage full of haul material and that determination shall be final. Item shall include material, haul, placement and testing necessary to meet the plans and specifications.

CONCRETE PAVEMENT REPAIR

Payment for concrete pavement repair shall include furnishing and installing concrete pavement as specified in the plans and specifications. Item shall include forming, material, haul, placement, finishing and testing necessary to meet the plans and specifications. Payment shall be per square yard.

CONCRETE

Payment for concrete shall include furnishing and installing concrete with specified class as specified in the plans and specifications. Item shall include forming, material, haul, placement compaction and testing necessary to meet the plans and specifications. Item shall include reinforcing steel, grates, etc. as necessary and required. Payment shall be per cubic yard.

HOT MIX ASPHALT

Payment for hot mix asphalt shall include furnishing and installing asphalt pavement as specified in the plans and specifications. Item shall include material, haul, placement compaction and testing necessary to meet the plans and specifications. Payment shall be per ton.

CONCRETE SIDEWALK REPAIR

Payment for concrete sidewalk repair shall include furnishing and installing sidewalk to match removed concrete sidewalk. Item shall include saw cutting, forming, material, haul, placement, compaction and testing necessary to meet the plans and specifications. Item shall not be used for damage to sidewalk as a result of poor construction methods or neglect from the contractor. Payment shall be per square yard.

CONCRETE CURB AND GUTTER

Payment for concrete curb and gutter shall include removal, grading, forming, materials, placement, compaction and testing necessary to match existing curb and gutter. Item shall be paid per linear foot.

CONCRETE DITCH REPAIR

Payment for concrete ditch repair shall include removal, grading, forming, materials, placement, compaction and testing necessary to match existing paved ditch. Item shall be paid per square yard.

CLASS "B" CONCRETE, MINOR STRUCTURES

Payment for Class "B" Concrete, Minor Structures shall include grading, forming, materials, placement, compaction and testing necessary to complete the construction as defined in the plans and specification and in accordance with the Mississippi Standard Specifications for Road and Bridge Construction, 2017 edition. Item shall be paid per cubic yard.

REINFORCING STEEL

Payment for reinforcing steel shall include grading, forming, materials, tying, spacing and testing necessary to complete the construction as defined in the plans and specification and in accordance with the Mississippi Standard Specifications for Road and Bridge Construction, 2017 edition. Item shall be paid per pound.

INLET GRATINGS

Payment for inlet gratings shall include casting, materials, installation and testing necessary to complete the construction as defined in the plans and specification and in accordance with the Mississippi Standard Specifications for Road and Bridge Construction, 2017 edition. Item shall be paid per pound.

INLET CASTINGS

Payment for inlet castings shall include casting, materials, installation and testing necessary to complete the construction as defined in the plans and specification and in accordance with the Mississippi Standard Specifications for Road and Bridge Construction, 2017 edition. Item shall be paid per pound.

DRAINAGE PIPE

Payment for all drainage pipe will be per linear foot for various diameter pipe and material type measured from end of pipe to end of pipe installed in relation to the diameter of the pipe.

REMOVAL OF EXISTING PIPE CROSS DRAINS

Payment for removal of existing pipe cross drains shall include removal of all pipe materials from project site. Item shall be as authorized by the engineer. Item shall be paid per linear foot.

REMOVAL OF EXISTING CORRUGATED HDPE PIPE AND RESET

Payment for removal of existing corrugated HDPE pipe and reset shall include removal of all pipe materials, storing materials, and installation of materials in a new location as directed by the ENGINEER. Item shall be paid per linear foot.

REMOVAL, SALVAGE, AND RESET EXISTING FENCE

Payment for removal, salvage, and reset of existing fence shall include removal of all fence materials, storing materials, and installation of materials in a new location as directed by the ENGINEER. Item shall be paid per linear foot.

6" YELLOW THERMOPLASTIC DETAIL TRAFFIC STRIPE

Payment for 6" Yellow Thermoplastic Detail Stripe shall include materials, labor, and equipment for the installation of striping at locations directed by the ENGINEER and in accordance with the Mississippi Standard Specifications for Road and Bridge Construction, latest edition. Item shall be paid per linear foot.

LEGEND WHITE THERMOPLASTIC TRAFFIC MARKING

Payment for Legend White Thermoplastic Traffic Marking shall include materials, labor, and equipment for the installation of striping at locations directed by the ENGINEER and in accordance with the Mississippi Standard Specifications for Road and Bridge Construction, latest edition. Item shall be paid per linear foot.

SOLID SOD

Payment for solid sod shall include furnishing and installing sod, fertilizer, lime and other components required to establish permanent grassing matching existing conditions. Solid Sod shall include final grading prior to installation of sod materials. The unit measurement shall be per square yard.

LANDSCAPE RESTORATION

Payment for Landscape Restoration shall include furnishing and installing of top soil, mulch, plants, fertilizer, watering, final grading and other components required to re-establish landscaping to matching existing conditions. The unit measurement shall be per square foot.

CLEARING AND GRUBBING

Payment for clearing and grubbing shall include removal of all items within the required limits of construction necessary to complete the project based on the construction plans and specifications. Payment shall include off site removal of all items removed during clearing and grubbing. Item shall include all materials, labor and equipment necessary to meet the plans and specifications. Payment shall be per acre.

TEMPORARY EROSION CONTROL

Payment for Temporary Erosion Control shall include furnishing, installing and maintaining hay bales or silt fence as required by current Mississippi Department of Environmental Quality standards. Hay bales and silt fence shall be installed and maintained to prevent erosion under or excess siltation within 24 hours of a rain event. The unit measurement shall be lump sum and includes any required maintenance.

MAINTENANCE OF TRAFFIC

Payment for maintenance of traffic will be lump sum. Item shall include all materials, labor and equipment to maintain traffic based on the current MUTCD or as required by the ENGINEER.

MOBILIZATION

Payment for mobilization shall enable contractor to assemble materials, equipment, etc. on site, to prepare for construction. The unit measurement shall be lump sum. Mobilization shall be paid 50 percent at 5 percent of construction complete and 100 percent at 25 percent of construction complete.

SANITARY SEWERAGE SYSTEMS

1.0 GENERAL

This item shall consist of furnishing all of the necessary materials, supervision, labor, tools, equipment and incidentals, and the installation of various types and sizes of sewer pipe and related items in accordance with the Contract Drawings and Specifications, as stated in the Proposal.

2.0 APPLICABLE PUBLICATIONS

The following publications form a part of this Specifications and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

- A 139/139M Electric-Fusion (Arc) Welded Steel Pipe (HPS 4 inch and over).
- A 252 Welded and Seamless Steel Pipe Piles.
- C 31/C 31M Making and Curing Concrete Compressive and Flexural Strength Test Specimens in the Field.
- C 33 Specifications for Concrete Aggregate
- C 39/C 39M Compressive Strength of Cylindrical Concrete Specimens.
- D 1248 Polyethylene Plastics Extrusion Materials for Wire and Cable
- D 1784 Rigid Poly(Vinyl Chloride)(PVC) Compounds and Chlorinated Poly (Vinyl Chloride)(CPVC) Compounds.
- D 2412 Determination of External Loading Characteristics of Plastic Pipe by Parallel Plate Loading.
- D 2922 Density of Soil and Soil Aggregate in place by Nuclear Methods (Shallow Depths).
- D 3034 Specifications for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
- D 3212 Joints for Drain and Sewer Plastic Pipes using Flexible Elastomeric Seals.
- F 477 Specifications for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.

F 794 Poly (Vinyl Chloride)(PVC) Profile Gravity Sewer Pipe and Fittings Based on Controlled Inside Diameter.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

A21.10 Ductile Iron Fittings, 3 inch through 48 inch for Water and other Liquids.

A21.11 Rubber Gasket Joints for Ductile Iron Pressure Pipe and Fittings.

A21.50 Ductile Iron Pipe, Design Requirements

A21.51 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-lined Molds, for Water or other Liquids.

AMERICAN WATER WORKS ASSOCIATION (AWWA)

C 104 Cement-Mortar Lining for Ductile Iron Pipe and Fittings for Water and Other Liquids.

C 106 Cast Iron Pipe Centrifugally Cast in Metal Molds, for water and other Liquids.

C 110 Ductile Iron Fittings, 3 inch through 48 inch, for Water and Other Liquids.

C 111 Rubber Gasket Joints for Ductile Iron Pressure Pipe and Fittings.

C 151 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-Lined Molds, for Water or other Liquids.

AMERICAN ASSOCIATION OF STATE HIGHWAY & TRANSPORTATION OFFICIALS (AASHTO)

T-88 Particle Size Analysis of Soils.

T-89 Determining the Liquid Limit of Soils.

T-90 Determining the Plastic Limit and Plasticity Index of Soils.

T-99 Moisture Density Relations of Soils Using a 5.5 lb. Rammer and 12 inch Drop.

T-191 Density of Soil In-Place by the Sand-Cone Method.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Standard Specifications for Road and Bridge Construction Current Edition.

3.0 SUBMITTALS

The following submittals shall be required for the respective materials used in the work. All submittals shall be submitted through the Contractor to the Engineer and bear on the submittal a certification from the Contractor the submittal is in conformance with the specifications.

3.1 Ductile Iron Pipe: The following submittals shall be required for ductile iron pipe systems utilized on the project. The Contractor shall furnish manufacturer's certificates certifying that the pipe and fittings conform to the requirements as specified hereinafter under Article 4.0, Materials. In addition, the submittals shall include the following:

A. Joints: The following shall be required for ductile iron joints.

1. Drawings or Manufacturer's Catalogue data indicating dimensions and tolerance.
2. Gaskets shall be tested in accordance with the respective standards as indicated in ANSI 21.11 and results shall be included in the submittals. Test shall be for similar materials on the gaskets and be not more than one year old.
3. Mechanical Joints: Should the Contractor elect to use mechanical joints in lieu of push-on joints, manufacturer's data shall be submitted in accordance with the "Special Requirements for the Mechanical Joint" as stated in ANSI 21.11 (AWWA C 111).

B. Ductile Iron Pipe Submittal Shall Include the Results of:

1. Tension Test
2. Impact Test
3. Low Temperature Impact Test

Sampling procedure shall be as indicated in ANSI 21.51.

3.2 PVC Pipe: The Contractor shall submit manufacturer's certificate which certifies the pipe and fittings conform to the requirements as specified hereinafter under Article 4.0, Materials. In addition, the Contractor shall submit the following:

A. PVC Piping: PVC Pipe shall be sampled, tested, and inspected in accordance with the provisions of ASTM D3034. Copies of test results shall be attached. Test results shall be similar material and not be more than one year old from the date of material delivery.

B. Joints: The following submittals shall be required for PVC joints.

1. Certificate with test results for joints for compliance to ASTM D 3212. Gaskets shall conform to ASTM F 477. Test results shall be for similar material and not be more than one year old.

4.0 MATERIALS

4.1 Gravity Sewer Pipe: Where the type of gravity sewer piping is not indicated on the plans, the Contractor shall furnish polyvinyl chloride (PVC) pipe.

The Contractor shall be restricted to furnishing the exact type of pipe material where indicated on the Contract Drawings.

The Contractor shall be limited to the use of only one type of pipe (so selected by the Contractor and indicated on the Proposal Form) and shall not change the type of gravity sewer pipe except as follows:

1. Where indicated on the plans, or
2. If permitted in writing by the Engineer.

A. **Ductile Iron Pipe:** Ductile iron shall be designed in accordance with the latest revision of ANSI/AWWA C150/A21.50 for a minimum 50psi.

Ductile Iron Pipe shall be manufactured in accordance with the latest revision of ANSI/AWWA C151/A21.51. Each pipe shall be subjected to a hydrostatic pressure test of at least 500 psi at the point of manufacture.

Pipe shall be standard asphaltic coating on the exterior. Pipe shall also have 40 mils of Protecto 401 Ceramic Epoxy on the interior per "Standard Specification for Lining Ductile Iron Pipe for Sewer Service".

The class or nominal thickness, net weight without lining, and casting period shall be clearly marked on each length of pipe. Additionally, the manufacturer's mark, country where cast, year in which the pipe was produced, and the letters "DI" or "Ductile" shall be cast or stamped on the pipe.

All pipe shall be furnished with Push-On Type Joints, such as Tyton or Fastite. Joints shall be in accordance with ANSI/AWWA C111/A21.11, of latest revision, and be furnished complete with all necessary accessories.

Fittings shall be ductile iron. Fittings shall conform to the latest revision of either ANSI/AWWA C600.

B. **PVC Pipe:** PVC gravity sewer pipe and fittings shall conform to the requirements of ASTM D 3034 with an SDR of 26 and a minimum stiffness of 46 lb./in. - in and 115 lb./in. - in, respectively. Joints for sewer pipe shall be either push-up or mechanical conforming to the requirements of ASTM 3212. Gaskets for sewer pipe shall conform to the requirements of ASTM F 477.

Approved adaptors shall be used for making connections between PVC pipe and

concrete manholes. Pipe connections to new manholes shall be made using a flexible synthetic rubber boot mechanically clamped to the manhole and to the pipe to provide a watertight seal.

C. Service Laterals: Service laterals for local services shall consist of fittings, pipe lengths, and connections of 6 inch or 4 inch pipe. The fittings, pipe lengths and plugs shall be of the same material as the run pipe unless otherwise indicated on the Contract Drawings. The modified sewer tees shall be an integral part of the run pipe. The remainder of the branch shall consist of standard fittings (elbows, reducers, and lengths of pipe) in accordance with the manufacturer's standard products and as specified. Pipe lengths and joint connections shall meet the specified requirements for the type materials used.

4.2 Casing Pipe: Steel pipe utilized as casing at locations shown on the Contract Drawings shall be new round piling pipe conforming to the requirements of ASTM A 252 or A 139. Casing diameter shall be adequate to allow pushing of the specified diameter of sewer pipe or force main and make proper connections at the ends. Minimum Wall Thickness for steel casing is 0.25 inch. (Hwy) and 0.28 inch (RR). Contractor shall verify the I.D. of the casing pipe is adequate for the carrier pipe prior to installation.

4.3 Wash Gravel Bedding Material: Select Granular material for pipe bedding shall be coarse concrete aggregate. The coarse concrete aggregate shall conform to the gradation sizing Number 467 specified in Table 2 of ASTM Standard Specification C-33. (See Following Table:)

SIZE NO. 467

<u>Nominal Size</u> <u>(Sieves w/Square Openings)</u>	<u>Percent Passing by Weight</u>
2"	100
1 - ½"	95 - 100
¾"	35 - 70
⅜"	10 - 30
No. 4	0 - 5

4.4 Stabilization Material: Stabilization Material shall be a pit run mixture of sand and gravel. The sand shall be hard, sharp and durable particles. All gravel shall pass a 1 - ½" sieve.

4.5 Clay Gravel Material: Clay Gravel Material shall meet MDOT Specifications, Group

4.6 Concrete: Concrete shall be in accordance with the requirements of Technical Specifications - CONCRETE

4.7 Select Fill Material: General : The select material shall be composed of a natural or artificial mixture of sand, silt, clay or soil binder or other material of satisfactory cementing value. The sand shall be hard, sharp, and durable particles, preferably siliceous. The binder shall be a grade of clay or other material having satisfactory cementing qualities and shall be homogenous in

character, free from vegetable matter, clay balls or other deleterious substances that cannot be classed as serviceable base material. Material shall meet the Standard Specifications for Road and Bridge Construction, Latest Edition for Class 9 Group C and modified to consist of a P.I of between 5 and 15.

4.8 Backfill: All other backfill shall consist of excavated material removed from the trench unless otherwise directed by the Engineer. CONTRACTOR shall separate poor and acceptable material during excavation. Failure to separate material shall require CONTRACTOR to furnish acceptable backfill at no additional cost to the project. Unacceptable material shall be disposed of off-site at the Contractor's expense.

5.0 CONSTRUCTION:

5.1 Earthwork:

A. Site Preparation: Topsoil shall be stripped and stockpiled in accordance with Technical Specifications - Restoration of Roads, Driveways, Fences, Lawns, and other Grassed Areas.

All vegetation such as brush, heavy sod, heavy growth of grass, decayed vegetative matter, rubbish and any other unsuitable material within the area of trenching shall be stripped or otherwise removed before the trenching is started, and in no case shall such objectionable material be allowed in the trench.

Stripping operation shall be to a depth of not less than 6 inches in all cases.

Where possible, Contractor shall remove turf in sections, keep damp, and replace upon completion of backfilling.

B. Asphalt or Concrete Removal: Before trenching operations begin, the existing asphalt or concrete pavement shall be scored or cut to a proper depth to give a straight vertical edge when removed. The asphalt or concrete shall be disposed of offsite by the Contractor at his expense. While removing the asphalt or concrete in the trench line, never shall the adjacent asphalt be raised or pulled from its base.

C. Trenching: The Contractor shall determine all requirements for trench dimensions, alignment, and grades. The trench shall be excavated in conformance with all federal, state and local regulations for the protection of the workmen. Shoring, sheeting and/or a moveable form shall be used as required to provide earth stability during the laying operations.

The final excavation of the trench for the pipe installation shall be as indicated on the Plans. Minor variations in horizontal (within the permanent easement) or vertical alignment during construction shall be made during construction (with the Engineer's approval) to facilitate ease of installation and operation (due to potential conflicts; i.e., utility conflict) at no additional cost to the Owner except for additional piping, if any. The trench from the top of the pipe down to the bottom of the bedding shall be of a consistent width as indicated on the plans. Should

the excavated width of the trench be larger than the design width, the Engineer may direct that a higher type or class of bedding be used; or other adjustments be made to increase the load carrying capacity of the pipe. In the event trench width is wider than allowed on the plans, Contractor shall absorb the cost of additional wash gravel bedding based on neat line quantity calculations.

The Contractor shall not excavate more trench in advance of pipe laying than is necessary to perform the work efficiently. No more than 100 feet of open trench shall be allowed unless approved by the Engineer.

Excavated material shall be placed in a manner that will not obstruct sidewalks, driveways, or other structures. Excavated material shall not be placed so as to surcharge the walls and jeopardize trench stability.

If adequate area is not available on the construction site, the Contractor will be required to stockpile material off site. Owner shall not bear any additional expense.

Ledge Rock, boulders and large stones shall be removed to provide a minimum clearance of 4 inches (10 cm) below and on each side of all pipes.

It is the intention of these specification that there shall be a minimum interruption to traffic and all traffic control shall be in accordance with the MUTCD.

D. Disposal: The Contractor shall satisfactorily dispose of all excess earth from excavations either in approved (by the Engineer) areas within the construction limits or away from the project in disposal sites obtained by the Contractor.

The Contractor will be permitted to mound excess earth over the trench to a maximum depth of 12 inches above the original ground surface or finished grade where the trench is located in unimproved property. Wasting of excess excavated material will not be permitted within any road ROW. All material within the construction limits shall be placed so that natural drainage is maintained and the surface shall be graded to a smooth and uniform appearance. The disposal of waste and excess excavating materials, including hauling, handling, grading, and surfacing shall be subsidiary obligation of the contractor and no separate payment will be made. Therefore, the cost of such work shall be included in the Contract Unit Price for installation of sewer pipe.

E. Dewatering: The site shall be kept free of surface water at all times. The Contractor shall install drainage ditches and dikes and shall perform all pumping and other work necessary to divert or remove rainfall and other accumulations of surface water from the excavations. The diversion and removal of surface water shall be performed in a manner that will prevent the accumulation of water behind temporary structures or at any other locations within the construction area where it may be detrimental. The Contractor shall provide, install, and operate sufficient trenches, sumps, pumps, hoses, piping, well points, deep wells, etc., necessary to depress and maintain the ground water level at least one foot below the base of the excavation during all stages of construction operations. The ground water table shall be lowered in advance of excavation and maintained a minimum of one foot below the lowest excavation subgrade

made until the structure has sufficient strength and weight to withstand horizontal and vertical soil and water pressures.

Where groundwater is encountered, the Contractor shall make the effort necessary to secure a dry trench bottom before laying pipe. In sandy and in other suitable type soils, dewatering shall be done by well pointing. If, in the opinion of the Engineer, the Contractor has failed to obtain an absolutely dry trench bottom by insufficient use of all known methods of trench dewatering, the Engineer may order the Contractor to excavate below grade and place not less than 6 inches of graded crushed stone fill material over the trench bottom to form trench drains to suitably located sumps and to remove the water by bailing or pumping. The graded crushed stone fill material shall be placed at the Contractor's own expense and shall be of such depth that there shall be not water in bell holes at the time of coupling pipe. All costs of equipment, labor, and materials required for dewatering shall be included in the pipe laying operation.

F. Bedding: The Contractor shall satisfactorily shape the trench area (to specified line, grade and cross section) to receive bedding material. The bottom of the trench shall be undisturbed soil. Should the Contractor over excavate the trench without direction from the Engineer, the trench shall be brought up to grade with wash gravel bedding and compacted to at least 90% of maximum laboratory density as measured by AASHTO T 99. Such additional work and materials for over excavation, without direction of the Engineer, shall be at the expense of the Contractor.

Holes for the bells shall be provided at each joint in the subgrade or in the granular fill bedding material as required. The holes shall be no larger than necessary for joint assembly and assurance that the pipe barrel will lie flat on the material. The Contractor shall install the proper bedding for the respective type of pipe and depth of installation as shown in the details and schedules on the plans. When depths vary in a particular manhole run, the Contractor shall change bedding systems in accordance with the depth installation requirements.

1. Stabilization Materials: When the subgrade is found to be unstable or to include ashes, refuse, organic material, or other unsuitable material, the Engineer may direct that the subgrade be over excavated to remove such material. The depths of over excavation shall be as directed by the Engineer. Stabilization material shall be placed into the over excavated area of the trench and shall be paid for in accordance with these specifications. Stabilization shall be compacted to at least 90% of maximum laboratory density in six inch lifts.

2. Bedding Materials: As detailed in the plans, bedding material shall be placed to the specified depth below the pipe and tamped to a minimum of 90% of maximum laboratory density as determined in accordance with AASHTO T 99. Following placement of pipe, additional bedding material shall be placed and consolidated under the haunches of the pipe. Special tools shall be required to work the material into place and leave no voids beneath the pipe. The bedding material shall be tamped along the spring line (or along the top of the bedding material as indicated) of the pipe to sufficiently compact the material insofar as practical.

The Engineer may direct additional moisture be added to the bedding material to aid in

the compaction effort. Mechanical tampers may be employed to aid the process. Depending on the particular bedding required, additional bedding shall be added and tamped to a minimum of 90% of maximum laboratory density, with AASHTO T-99.

3. Select Backfill: Select backfill shall be placed in 6 inch lifts and tamped to a minimum laboratory density with AASHTO T-99. Overall depth of the select backfill shall be as directed by the Engineer.

4. Normal Condition Bedding: Under normal conditions the trench bottom shall be undisturbed earth shaped to the specified line, grade, and cross section with proper bell holes at each joint to ensure that pipe barrel lies flat on trench bottom. The bedding material will be selected native materials excavated from the trench and placed in two lifts. The first lift being placed up to the spring line of the pipe and extending out to the trench walls and hand tamped to a minimum of 90% of maximum laboratory density. Special care shall be used in placing and tamping bedding to insure no voids under the haunches of the pipe. The second lift shall extend to approximately 6" above pipe (Material permitting) and hand tamped to 90% density.

5. Backfilling: Upon completion of placement of select material the excavated materials shall be immediately placed back into the trench. Specific requirements are:

- a Backfill requirements for road crossings, parking lots, driveways, and sidewalks shall be in accordance with Technical Specifications - RESTORATION OF ROADS, DRIVEWAYS, FENCES, LAWNS, AND OTHER GRASSED AREAS.
- b. Backfill requirements for unimproved areas (pastures, wooded areas) shall consist of placement and shaping of the soil in such a manner as to allow maximum natural consolidation. No compaction of the general backfill in the unimproved areas will be required, except that caused by conventional shaping equipment.
- c. No debris shall be used as backfill which has a volume in excess of one-half of one cubic foot or a weight excess of 75 pounds.

6. Sheeting Removal: Wooden sheeting or other thick sheeting or shoring members which have been driven or otherwise placed along the trench walls to an elevation below the spring line of the pipe shall be cut off at the spring line or higher and left in place.

7. Grading and Grassing: Final grading and grassing shall be in accordance with Technical Specifications - RESTORATION OF ROADS, DRIVEWAYS, FENCES, LAWNS, AND OTHER GRASSED AREAS.

5.2 PIPE HANDLING AND STORAGE: Pipe shall be handled, staked, and stored in accordance with manufacturer's printed literature. The Contractor shall provide security as required to prevent damage by vandals. PVC pipe shall be shaded from sunlight for extended lengths of time. Pipe damaged during storage and handling shall be rejected.

5.3 PIPE LAYING: Pipe laying shall proceed upgrade with the spigot ends of the bell-and-spigot pipe and tongue ends of the tongue and groove pipe jointing in the direction of flow. Each pipe shall be laid true to line and grade and in such a manner as to form a close concentric joint with the adjoining pipe and to prevent sudden offsets of the flow line. As the work progresses, the interior of the sewer shall be cleared of all dirt and superfluous materials of every description. Where cleaning after laying is difficult because of small pipe size, a suitable swab or drag shall be kept in the pipe and pulled forward past each joint immediately after the jointing has been completed. Trenches shall be kept free of water and pipe shall not be laid when the condition of the trench or the weather is unsuitable for such work. At times when work is not in progress, open ends of pipe and fittings shall be securely and satisfactorily closed so that no trench water, earth, or other substance will enter the pipe or fittings.

Pipe laying shall be performed in such a manner that no foreign material enters the pipe. The Engineer may require that before lowering pipe, heavy canvas bags be placed over each end, and left in place until joints are ready to be made. If water is in the trench, the seals shall remain in place until the trench is pumped completely dry. If conditions are unsuitable, no pipe shall be laid until satisfactory laying conditions are obtained in accordance with the above specified requirements.

The Contractor shall utilize a commercial grade laser beam specifically manufactured to aid in maintaining grade and alignment of pipelines during installation. The primary unit shall be mounted on a heavy duty base and firmly anchored in the downstream manhole of the reach under construction. The maximum distance shall not exceed four hundred feet (400') per set-up without the approval of the Engineer.

Each joint of pipe shall be installed using an approved target to align the pipe with the projected laser beam. The methods and procedures shall be in strict accordance with the manufacturer's recommendations and instructions. Proper ventilation shall be maintained at all times. Care shall be exercised in order to prevent bumping or misalignment of the projected beam. Sewer lines shall be laid such that the installed variation of invert elevations when compared with the construction plans does not exceed 0.05 feet. Sewer lines in which said variation exceeds 0.05 feet may be rejected. Sewer pipe shall be visually inspected for alignment by lamping, televising or by other appropriate means to determine alignment.

Whenever a movable steel box is used in place of sheeting, the Contractor shall take care to prevent the pipe from moving when the steel box is moved.

5.4 PIPE JOINTING: Piping shall be jointed in accordance with the manufacturer's printed recommendations. Gaskets shall be firmly set within the bells and grooves as required. The manufacturer's recommended lubricant or an approved equal shall be applied for slip type joints.

A. PVC Pipe Joint Construction: The bell and spigot ends of PVC sewer pipe shall be cleaned of all foreign material that could interfere with proper assembly of the joints. The spigot

ends shall be cleaned one inch (1") beyond the joint assembly reference mark.

The spigot end of the pipe shall be thoroughly lubricated in accordance with the manufacturer's recommendations. The coating should be the equivalent of a brush coat of enamel paint and maybe applied by hand, cloth, pad sponge or glove.

The lubricated spigot end shall be inserted into the bell keeping the pipe length in proper alignment. The bell shall be braced while the spigot end is pushed in under the rubber ring, so that previously competed joints in the line will not be closed up. The spigot end shall be pushed into the bell until the reference mark is flush with the end of the bell. Pipe shall be pushed by use of a bar or other means approved by the Engineer. Hydraulic excavators, backhoes, or other machinery shall not be used to push slip-joint pipe together.

Generally, the installation and jointing of PVC Pipe shall conform to the requirement so the latest edition of ASTM D-2321, "Underground Installation of Flexible Thermoplastic Sewer Pipe".

Any pipe cuts shall be of neat line. Pipe shall have bevel edges according to the manufacturer's recommendations.

B. Ductile Iron Pipe Joint Construction: The installation and jointing of ductile iron pipe and shall generally conform to the applicable provisions of AWWA Standard Specifications C-600 for pipe laying.

Where mechanical joint pipe is used, the surfaces which come in contact with the gasket shall be thoroughly brushed with a wire brush just prior to assembly. The gasket should be brushed with soapy water prior to installation to remove loose dirt and to lubricate gasket as it is forced into its retaining space.

When tightening bolts, it is essential that the gland be brought up toward the pipe flange evenly. The bolts should be partially tightened; the bottom bolt first; then the top; next the bolts on either side; and last , the remaining bolts. Overstressing of bolts to compensate for poor installation will not be permitted. Bolt torque shall be in accordance with manufacturer's specifications.

All joints of whatever type shall be completely water tight after being subjected to the required tests.

C. Jointing Dissimilar Pipes: Suitable adaptor couplings are required for connecting dissimilar pipes. The couplings shall be approved by the Engineer before installation.

5.5 STREAM CROSSING: Ductile iron pipe Class 50 shall be used as shown on the Drawings. Granular fill, concrete, and concrete collars shall be placed or constructed as shown on the contract drawings.

5.6 SERVICE LATERALS (LINES): Modified sewer tees shall be installed on the run pipe at the appropriate field locations. Service lines of the sizes specified shall be laid to a uniform grade so that the customer being served can be tied-in using good construction practices. All tamping and backfilling operations shall be performed the same as on main line pipe. Removable plugs shall be securely installed in pipe ends and a 2" x 2" treated post extending 12" above the ground line shall mark the pipe end location if the lateral is not connected to an existing sewer. For service laterals in which a connection to an existing service is required, the Contractor shall make the connection. Contractor shall verify the location of all service laterals within the project area prior to construction.

5.7 BORINGS: Borings shall be accomplished in accordance with Mississippi Standard Specifications for Road and Bridge Construction or Railway Standards. The contractor shall provide all necessary sheeting, bracing, cribbing, supports and appurtenances to insure the proper line and grade throughout the entire length of the crossing.

A. Casing Pipe: Casing Pipe shall be installed as indicated on the Contract Drawings. Joints shall be completely welded to provide structural integrity and shall be water tight.

B. Carrier Pipe: Carrier pipe may be any of the allowed options of piping. However, the piping and joints shall be capable of withstanding the stress exerted by pushing the pipe within the casing.

C. Carrier Pipe Supports: Supports for the carrier pipe shall be as recommended by the manufacturer for such installation. Supports shall be spaced to adequately support the piping under surcharged sewage conditions.

D. Casing Seal: The annulus between the casing and carrier pipe shall be sealed at each end with a quick setting grout.

5.8 RELATION TO WATER MAINS:

A. Water mains shall be laid at least 10 feet horizontally and 18 inches vertically from any sanitary sewer or manhole. The bottom of the water line shall be a minimum of 18 inches from the top of the sewer line.

5.9 CONTINUATION OF SERVICE

The existing wastewater system shall remain in operation during the duration of the project until such time it is no longer needed. Should removal of facilities from operation become necessary, a plan which will avoid or minimize pollution effects on any receiving stream and provide alternate service for wastewater facilities shall be reviewed and approved in advance by the Mississippi Department of Environmental Quality and shall be adhered to during construction.

Where shown on the plans or directed by the Engineer, new sewers shall be connected to existing sewers either by constructing a manhole over an existing line (doghouse) or by coring through the wall of an existing manhole.

6.0 TESTING

6.1 Ductile Iron Pipe:

A. Field Inspection: The Engineer shall perform visual inspection of the material prior to placement by the Contractor. The Engineer may make non-destructive tests to determine the soundness of the pipe. The Contractor shall assist the Engineer in handling and moving the pipe as required.

B. Material Test: Material test shall be conducted during the manufacturing process and the results shall be included as part of the submittals. No other material test shall be required.

6.2 PVC PIPING: Material test shall be conducted during the manufacturing process and the results shall be included as part of the submittal. No other material test shall be required.

6.3 STEEL CASING PIPE: Material test shall be included as part the submittal. No other material test shall be required.

6.4 BEDDING MATERIAL AND STABILIZATION MATERIAL: Test for gradation and test for material passing the No. 40 sieve shall be as follows:

Gradation	- AASHTO T 88
Liquid Limit	- AASHTO T 89
Plasticity Index	- AASHTO T 90

One set of each test listed above will be required for every 500 cubic yards or major fraction thereof.

6.5 COMPACTION TESTS: Compaction tests shall be performed in accordance with AASHTO T191 and ASTM D 2922. Maximum compaction shall be determined in accordance with AASHTO T99.

CONTRACTOR shall establish a compaction method or pattern which results in the proper density for the material utilized in the backfill operation. CONTRACTOR shall verify the compaction method by testing each lift for density in the first run of pipe to be laid. Upon satisfactory performance and approval of the ENGINEER the established compaction method shall be used for compaction of each lift of similar material.

The CONTRACTOR shall provide additional density testing to verify the compaction effort; twice in random locations as selected by the ENGINEER every 1,500 linear feet of pipe, if there is a

change in material, or if in the sole opinion of the ENGINEER the compaction effort is not yielding the proper results.

(Number of Compaction Tests)

AASHTO T-99	
AASHTO T-191	or
ASTM D 2922	
Select Backfill Material OR Stabilization Material	1
One per 100 CY	
Bedding Material	2
One per 600 LF	
Tamped Backfill	2
One per 600 LF	

6.6 INFILTRATION/EXFILTRATION/LAMP TEST: The Contractor shall provide all plugs, water supply, measuring devices, and all other equipment, material, labor and supervision to measure the infiltration and exfiltration tests as specified below. The Contractor shall perform the test in the presence of the Engineer. All gravity sewer pipe shall be tested in accordance with the following applicable requirements.

A. Infiltration Test: The infiltration test shall be conducted between adjacent manholes. The outlet pipe on the downstream manhole shall be plugged and tested for water tightness to the satisfaction of the Engineer. The accumulated depth of water in the downstream manhole shall be read at 12 hour intervals for two (2) days and the infiltration rate calculated from the data obtained. Any section exceeding an infiltration rate of 200 gallons/day/inch diameter/mile shall be relayed at the Contractor's expense. This means that the Contractor shall locate and repair leaks as necessary to pass the infiltration test. Infiltration test shall be utilized only when ground water is above pipe.

B. Low Pressure Air Test: Air test shall be conducted in strict accordance with the manufacturer's instructions, including all recommended safety precautions. Equipment used for air testing shall be specifically designed for such and include a monitoring gauge with 0 to 5 psi with a minimum division of 0.1 psi and an accuracy of no less than 0.05 psi

1. Air testing shall be conducted for completed gravity sewer mains
2. After an internal pressure of 4.0 psi is obtained, allow at least 2 minutes for pressure to stabilize, adding only the amount of air necessary to maintain pressure. After stabilization period, adjust the pressure to 3.5 psi and valve off air supply.

3. Determine the minimum pressure holding time allowed for pressure to drop from 3.5 psi to 3.0 psi as shown on the table below.

Minimum Holding Time for Low Pressure Air Test

Nominal Pipe Size (inches)	Time per 100 ft.
6	42 sec.
8	1 min. - 12 sec.
10	1 min. - 30 sec.
12	1 min. - 48 sec.
15	2 min. - 6 sec.
18	2 min. - 24 sec.
21	3 min.
24	3 min. - 36 sec.
27	4 min. - 12 sec.
30	4 min. - 48 sec.
33	5 min. - 24 sec.
36	6 min.

C. Visual Test: Gravity sewer lines will be lamped and shall show a true line between manholes without defects in conditions, grade, or alignment. Any defective lines shall be subject to a closed-circuit television inspection performed at the Contractor's expense.

6.7 DEFLECTION TESTS: 100% of the PVC gravity sewer mains shall be tested 30 days after the final backfill has been in place by the following method:

Use a "Go-, no-go" mandrel which is sized to such dimensions that it will not "go" when encountering a deflection greater than 5%. The instructions for its use are as follows:

A. Completely flush the line making sure the pipe is clean of any mud or debris that would hinder the passage of the mandrel.

B. During the final flushing of the line, attach a floating block or ball to the end of the mandrel, pull rope and float the rope through the line. (A nylon ski rope is recommended)

C. After the rope is threaded through the line, connect the pull rope to the mandrel and place the mandrel in the entrance of the pipe.

D. Connect a retrieval rope to the back of the mandrel to pull it back if necessary.

E. By hand, remove all the slack in the pull rope and place a tape marker on the top at the end of the pipe where the mandrel will exit, determining the location of the mandrel in the line.

F. By hand, draw mandrel through the sewer lines. If any irregularities or obstructions are encountered in the line, they shall be corrected by the Contractor.

G. If a section with excessive deflection is found, locate it; dig down and uncover the pipe; if any damaged pipe is found, replace it; if pipe is not damaged, realign and thoroughly tamp haunching and initial backfill; replace remainder of backfill.

H. Re-test this section for deflection after 30 days from initial testing.

STANDARD SPECIFICATION
FOR LINING DUCTILE IRON PIPE
FOR SEWER SERVICE

1.0 Condition of Ductile Iron Prior to Surface Preparation

All ductile pipe and fittings shall be delivered to the application facility without asphalt, cement lining, or any other lining on the interior surface. Because removal of old linings may not be possible, the intent of this specification is that the entire interior of the ductile iron pipe and fittings shall not have been lined with any substance prior to the application of the specified lining material and no coating shall have been applied to the first six inches of the exterior of the spigot ends.

2.0 Lining Material

The Standard of Quality is Protecto 401 Ceramic Epoxy. The material shall be an amine cured novalac epoxy containing at least 20% by volume of ceramic quartz pigment. Any request for substitution must be accompanied by a successful history of lining pipe and fittings for sewer service, a test report verifying the following properties, and a certification of the test results.

A permeability rating of 0.00 when tested according to Method A of ASTM E-96-66, Procedure A with a test duration of 30 days.

The following test must be run on coupons from factory lined ductile iron pipe:

ASTM B-117 Salt Spray (scribed panel) - Results to equal 0.0 undercutting after two years.

ASTM G-95 Cathodic Disbondment 1.5 volts @ 77°F. Results to equal no more than 0.5mm undercutting after 30 days.

Immersion Testing rated using ASTM D-714-87.

20% Sulfuric Acid - No effect after two years.

140°F 25% Sodium Hydroxide - No effect after two years.

160°F Distilled Water - No effect after two years.

120°F Tap Water (scribed panel) - 0.0 undercutting after two years with no effect.

An abrasion resistance of no more than 3 mils (.075mm) loss after one million cycles using European Standard EN 598: 1994 Section 7.8 Abrasion Resistance.

3.0 Application

Applicator

The lining shall be applied by a certified firm with a successful history of applying linings to the interior of ductile iron pipe and fittings.

Surface Preparation

Prior to abrasive blasting, the entire area to receive the protective compound shall be inspected for oil, grease, etc. Any areas with oil, grease, or any substance which can be removed by solvent, shall be solvent cleaned to remove those substances. After the surface has been made free of grease, oil or other substances, all areas to receive the protective compounds shall be abrasive blasted using sand or grit abrasive media. The entire surface to be lined shall be struck with the blast media so that all rust, loose oxides, etc., are removed from the surface. Only slight stains and tightly adhering oxide may be left on the surface. Any area where rust reappears before lining must be reblasted.

Lining

After the surface preparation and within 8 hours of surface preparation, the interior of the pipe shall receive 40 mils nominal dry film thickness of Protecto 401. No lining shall take place when the substrate or ambient temperature is below 40 degrees Fahrenheit. The surface also must be dry and dust free. If flange pipe or fittings are included in the project, the lining shall not be used on the face of the flange.

Coating of Bell Sockets and Spigot Ends

Due to the tolerances involved, the gasket area and spigot end up to 6 inches back from the end of the spigot end must be coated with 6 mils nominal, 10 mils maximum using Protecto Joint Compound. The Joint Compound shall be applied by brush to ensure coverage. Care should be taken that the Joint Compound is smooth without excess buildup in the gasket seat or on the spigot ends. Coating of the gasket seat and spigot ends shall be done after the application of the lining.

Number of Coats

The number of coats of lining material applied shall be as recommended by the lining manufacturer. However, in no case shall this material be applied above the dry thickness per coat recommended by the lining manufacturer in printed literature. The maximum or minimum time between coats shall be that time recommended by the lining material manufacturer. **To prevent delamination between coats, no material shall be used for lining which is not indefinitely recoatable with itself without roughening of the surface.**

Touch-Up & Repair

Protecto Joint Compound shall be used for touch-up or repair in accordance with manufacturer's recommendations.

4.0 Inspection and certification

Inspection

All ductile iron pipe and fitting linings shall be checked for thickness using a magnetic film thickness gauge. The thickness testing shall be done using the method outlined in SSPC-PA-2 Film Thickness Rating.

The interior lining of all pipe barrels and fittings shall be tested for pinholes with a nondestructive 2,500 volt test. Any pinholes found shall be repaired prior to shipment.

Each pipe joint and fitting shall be marked with the date of application of the lining system along with its numerical sequence of application on that date and records maintained by the applicator of his work.

Certification

The pipe or fitting manufacturer must supply a certificate attesting to the fact that the applicator met the requirements of this specification, and that the material used was as specified.

5.0 Handling

Protecto 401 lined pipe and fittings must be handled only from the outside of the pipe and fittings. No forks, chains, straps, hooks, etc. shall be placed inside the pipe and fittings for lifting, positioning, or laying. The pipe shall not be dropped or unloaded by rolling. Care should be taken not to let the pipe strike sharp objects while swinging or being off loaded. Ductile iron pipe should never be placed on grade by use of hydraulic pressure from an excavator bucket or by banging with heavy hammers.

MANHOLES

1.0 GENERAL:

This item shall consist of furnishing all materials, labor, supervision, tools, equipment and incidentals for the construction of standard manholes, in accordance with the Contract Drawings and Specifications. Included in the work are structural excavation, backfill, and disposal of excess material.

2.0 APPLICABLE DOCUMENTS:

The following publications form a part of this specification and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work.

American Society for Testing and Materials (ASTM)

A 48/A48M	Standard Specification for Gray Iron Casting
C 39/C39M	Standard Specification for Test for Compressive Strength of Cylindrical Concrete Specimens
C 443	Standard Specification for Joints for Circular Concrete Pipe and Manholes Using Rubber Gaskets
C 478	Standard Specification for Precast Reinforced Concrete Manhole Sections
C 497	Standard Test Methods for Concrete Pipe, Manhole Sections, or Tile
C 2922	Density of Soil and Soil Aggregate in Place by the Nuclear Method (Shallow Depths)

American Association of State Highway and Transportation Officials (AASHTO):

M-198 Standard Specifications for Joints for Concrete Pipe, Manholes, and Precast Box Sections Using Preformed Flexible Joint Sealants.

T-99 Standard Method of Test for the Moisture-Density Relations of Soils Using a (2.5kg) Rammer and (305 mm) Drop.

T-191 Standard Method of Test for Density of Soil In-Place by the Sand-Cone Method.

3.0 SUBMITTALS

The following tests or data shall be submitted to the Engineer from the Contractor for approval prior to incorporation into the work:

3.1 Certificates: The Contractor shall furnish certificates from supplier certifying the products conform to the required specifications included herein for the following items:

- 3.1.1. Flexible Plastic Gaskets
- 3.1.2. Precast Manhole Bases
- 3.1.3. Precast Manhole Riser Sections
- 3.1.4. Manhole Steps
- 3.1.5. Manhole Frames and Covers (ASTM A 48)
- 3.1.6. Epoxy Grout

3.2 Catalogue Cuts or Brochures: The Contractor shall also submit catalogue cuts or product brochures providing descriptive data, recommended application and use, and installation procedure for the following items:

- 3.2.1. Manhole Frames and Covers
- 3.2.2. Epoxy Grouts
- 3.2.3. Manhole Steps

4.0 MATERIALS

4.1 Manhole Riser Sections: Manhole riser sections shall be precast reinforced sections conforming to ASTM C 478 and as shown on the Contract Drawings.

4.2 Joints: Joints for precast riser sections shall be concrete pipe type flexible plastic gaskets. Joint material shall be pre-formed conforming the requirements of AASHTO M-198. Installation shall be in accordance with manufacturer's recommendations.

4.3 Concrete Manhole Bases: Concrete manhole bases shall be precast or cast-in-place as follows:

4.3.1 Cast-In-Place Manhole Bases and Box Type Bases (if used): Concrete and reinforcing steel shall conform to the requirements of Technical Specifications - CONCRETE.

4.3.2 Precast Concrete Bases: Precast concrete bases shall conform to the requirements of ASTM 478 with reinforcing steel (size and spacing as indicated on the plans).

4.4 Manhole Steps: Manhole steps shall be plastic coated corrosion resistant with a minimum

design load of 300 pounds and shall be installed as shown on the Contract Drawings.

4.5 Cement Grout: Cement grout shall be high strength, non-metallic conforming to Corps of Engineers CRD-C-588. The grout shall be V-3 by W. R. Meadows, Inc., Masterflow 713 by Master Builders or equal.

4.6 Manhole Frame and Covers: Manhole frame and covers shall conform to ASTM A 48 as well as to the following requirements. All frame and covers shall be new when installed for the project and shall meet AASHTO H-20 loading condition.

4.6.1 Standard Manhole Cover and Frame - shall be as manufactured by Dews Foundry, Jackson Standard, Model DF-25 (7) or Vulcan Foundry, Model V-1115, 420 Pounds, marked "CITY OF HATTIESBURG SEWER", domestic origin, or equal.

4.6.2 Water Tight Manhole Cover and Frame - shall be as manufactured by Vulcan Foundry, Model V2357, or Dews Foundry, Model DF-25(7)W.T., 410 pounds with neoprene gasket, four 5/8 inch stainless steel bolts recessed into cover. Cover labeled "CITY OF HATTIESBURG SEWER", domestic origin, or approved equal.

4.7 Epoxy Grout: Epoxy Grout shall be high strength non-metallic, non-shrinking. The grout shall be as by EMBECO, Inc., SEAL-COAT or approved equal.

4.8 Drop Manholes: Concrete for drop manholes shall conform to the requirements of Technical Specifications - CONCRETE. Pipe and fittings shall be the same material and size as the incoming gravity sewer.

4.9 Flexible Connection: At all sewer connections to manholes, provide gasket flexible watertight connection that allows for differential settlement of the pipe and manhole wall. Bands, clamps and other metal accessories shall be of Series 304 stainless steel.

4.10 All manholes: All manholes shall be lined inside with a twenty (20) mil dry film thickness of an acceptable coal tar epoxy system.

5.0 CONSTRUCTION

5.1 Earthwork

5.1.1 General: Excavation shall be to the extent required to allow proper construction of the manhole. Shoring and sheeting shall be utilized where required by Federal, State and local codes and regulations for safe working conditions. In addition, shoring and sheeting shall be required to protect the integrity of adjacent structures or prevent adverse effects on surrounding areas. Dewatering shall be employed to the extent required to allow dry working conditions.

5.1.2 General Excavation: The Contractor shall "lay back" or employ shoring and sheeting as required to assure stability of the excavation. Material shall be stockpiled so as not to surcharge adjoining pipe trenches. Topsoil shall be separated so as to allow the maximum reuse in grassing operations.

5.1.3 Structural Excavation: The area immediately beneath the manhole bases shall be graded and compacted. Compaction shall be to 96% of maximum laboratory density as determined by AASHTO T 99. Should unsuitable material be encountered, the Engineer may direct that the area be over excavated and filled with stabilization material. Specification for stabilization material and payment for such shall be in accordance with Technical Specifications.

5.1.4 Backfilling: Backfill material shall consist of select backfill in accordance with Technical Specifications. Backfilling shall be uniformly placed around the structure in 10-inch layers and be compacted to 90% of maximum density to full depth in unimproved areas. Backfill in paved areas and within five feet to any edge of pavement shall be compacted to 95% of maximum laboratory density in 6-inch layers to the subgrade line. Refer to Technical Specifications.

5.1.5 Salvage: Manhole frames and covers removed during excavation shall remain the property of the Owner and shall be delivered to a location designated by the Owner. All other items removed shall be disposed of by the CONTRACTOR at his expense.

5.2 Riser Installation: Precast concrete riser sections shall be installed plumb and in accordance with the details shown on the Contract Drawings. Joints shall be installed in accordance with manufacturer's recommendations.

The manhole invert channels shall be formed in the bases, smooth and semi-circular in shape conforming to the inside of the adjacent sewer section. Changes in the direction of flow shall be made with a smooth curve of as large a radius as the size of the manhole will permit. Changes in size and grade of the channels shall be formed directly in the concrete of the manhole base. The joint between the base and riser section shall be sealed with epoxy grout. Clean pea gravel shall be used as the epoxy grout filler.

Standard manhole cut-outs and lifting holes shall be sealed with epoxy grout.

5.3 Cast-In-Place Concrete: Bases, flat tops, and drop manhole risers shall be constructed in accordance with Technical specifications - CONCRETE.

5.4 Manhole Steps: Manhole steps shall be installed during the manufacturing of the riser or cone sections. Risers and cones shall be joined so the steps are vertically aligned.

5.5 Manhole Frame and Covers: Manhole frame and covers shall be set and grouted in place

with cement grout. For manholes located in roads or streets, the manhole cover shall be flush with pavement or surface course.

6.0 TESTING

6.1 General: The Contractor shall conduct (and bear the cost of) all testing (Laboratory Approved by the Owner) as directed by the Engineer and furnish results of such tests prior to incorporating the material into the work. All testing is subsidiary to Manhole Payment Items.

6.1.1 Cast-In-Place Concrete Items: The concrete quality testing for manhole bases, drop manholes, and valve boxes shall be tested in accordance with Technical specifications - CONCRETE.

6.1.2 Manhole Risers and Precast Concrete Bases: Manhole risers and precast concrete bases shall be tested for concrete compressive strength. If the place of manufacture is local and reasonably available to the Engineer, Paragraph (a) shall be followed for testing requirements. Should the place of manufacture not be available, Paragraph (b) shall apply.

The contractor shall prepare (in the presence of the Engineer) standard rodded concrete cylinder or cylinders compacted and cured in a similar manner to the manhole sections. Concrete for such cylinders shall be typical fresh concrete mix drawn from the actual casting operation of a riser or base. Cylinders shall be tested in accordance with ASTM C 39. The average compressive strength shall be equal to or greater than the specified design strength (4000 psi). Not more than 10% of the cylinders shall fall below the design strength (4000 psi). In no case shall any cylinder tested fall below 3200 psi. Number of such cylinder tests shall be as follows:

6.1.2.1 One set of cylinders for each day's run castings or

6.1.2.2 One set of cylinders for each 200 linear feet of riser sections manufactured.

6.1.2.3 One set of cylinders per 20 bases or flat tops manufactured.

The Engineer may require additional tests should compressive test results fail.

6.1.3 Earthwork Test: Maximum laboratory density shall be measured in accordance with AASHTO T-99. Field densities shall be determined in accordance with AASHTO T-191 or ASTM D 2992. Standard proctors and field densities shall be performed in accordance with the following schedule.

Standard proctor tests shall be required for earthwork associated with manhole construction. At least two (2) field density tests shall be conducted for earth work associated with each manhole construction.

6.1.4 Inspection for Watertightness: All manholes shall be inspected for watertightness prior to placing into service.

RESTORATION OF ROADS, DRIVEWAYS, FENCES

LAWNS AND OTHER GRASSED AREAS

1.0 GENERAL

The work under this item of work shall consist of furnishing all necessary materials, labor, supervision, tools, equipment and incidentals for the restoration of roads, driveways, fences, lawns and other grassed areas so as to provide satisfactory repair to all damage caused by general construction work. It is the intent of this Specifications to restore all such features to the general conditions that existed prior to construction activity insofar as practical. It is not the intention of this Specification that trees, which must be cut and removed, be restored. The Contractor is expected to be familiar with the overall area and be satisfied as to the materials required and level of effort needed to accomplish such restoration in accordance with this Specification.

2.0 APPLICABLE PUBLICATIONS

The following publications form a part of this specification and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work:

American Association of State Highway and Transportation Officials (AASHTO).

- T 99 Standard Method of Test for the Moisture Density Relations of Soils Using a 5.5 lg. (2.5 kg) Rammer and a 12-inch (305 mm) Drop.
- T 167 Compressive Strength of Bituminous Mixture
- T 191 Standard Method of Test for Density of Soil In-Place by the Sand-Cone Method
- T 230 Determining Degree of Pavement Compaction of Bituminous Aggregate Mixtures

American Society for Testing and Materials (ASTM)

- D 2922 Density of Soil and Soil Aggregate in Place by the Nuclear Method (Shallow Depths)

Mississippi Department of Transportation (MDOT)

Standard Specifications for Road and Bridge Construction, Current Edition.

Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)

3.0 SUBMITTALS

3.1 Mix Designs: Design mix will be provided by Contractor and approved by Engineer prior to production of asphalt.

4.0 MATERIALS

4.1 Subbase and Base Courses: Subbase and base courses under paved areas shall be as specified in MDOT Specification Section 301.

4.2 Prime Coat: Prime coat shall consist of Grade MC-30 or Grade MS-70 in accordance with the applicable requirements of MDOT Specification Section 702.

4.3 Bituminous Pavement: Bituminous Pavement for roadway and parking areas, wearing and binder courses, shall consist of a mix in accordance with MDOT Specifications Section 403. Materials shall conform to the following subsection of MDOT Specifications Sections 702 and 703.

A. **Hot Mix Asphalt All Sizes:** Mississippi Standard Specifications for Road and Bridge Construction, Latest Edition

B. **Topsoil:** Topsoil shall be in accordance with Technical Specifications – SEEDING AND SODDING.

C. **Seeding and Sodding:** Seeding and sodding operations shall be in accordance with Technical Specifications - SEEDING AND SODDING.

5.0 CONSTRUCTION

5.1 Maintenance of Traffic: Prior to limiting or restricting traffic on any street or road, the Contractor shall obtain permission from the Engineer. Through or local traffic shall at all times be accommodated by the use of temporary approaches, crossings or detours (if allowed by the Engineer). Satisfactory (to the Property Owner) ingress and egress to any public or private property shall be properly maintained. Proper barricades, signs and detour signs shall be provided by the Contractor to adequately warn motorists of obstructions ahead. Lighted (flashing) barricades shall be used at night.

Flagmen shall be provided to direct traffic around equipment and for one way movement of

traffic around equipment and for one way movement of vehicles. The Contractor may have to stop construction and restore full traffic during certain rush hours.

The Contractor shall at all times (unless otherwise permitted in writing by the Engineer) maintain open one lane to traffic during construction operations and restore roadways to two-way traffic during non-construction hours. All traffic shall be maintained in accordance with the MUTCD, current Edition.

5.2 Repair of Asphalt/Concrete Streets/Driveways/Parking Lots:

A. Removal and Earthwork: The existing asphalt pavement shall be uniformly saw cut on straight lines and the material shall be removed. Other methods of cutting the existing asphalt surface which will result in a uniform straightedge similar to a sawed cut may be acceptable. Upon completion of the pipe laying, select backfill shall be placed in the excavation in maximum 8-inch lifts and compacted to at least 90% of maximum laboratory density to within one foot of the top subgrade and to 95% of maximum laboratory density in the upper one foot of the subgrade.

Maximum density of typical select backfill material shall be determined in accordance with AASHTO T 191 or ASTM D 2922. Portable mechanical tampers or vibratory compactors shall be used in the trenches. Rollers may be used at street level. Existing base and asphalt surfaces which become undermined during construction shall be removed until firm undisturbed subgrade is reached.

A. Select Fill: Class 9, Group "C" Modified for a PI of between 5 and 15 as per latest Edition of Mississippi standard specifications for Road and Bridge construction

B. Asphalt Repair: Temporary Asphalt repair shall be made using 3" thickness of 825 crushed stone.

C. Concrete Repair: Concrete repair shall be made using 3,000 psi concrete meeting Technical Specifications - CONCRETE

D. Prime Coat: Prime coat shall be applied to exposed existing base material prior to overlay with asphaltic base course in accordance with MDOT Specification Section 408.

F. Tack Coat: Tack coat shall be applied to existing or new asphaltic wearing course and asphaltic base, or concrete which is to require asphalt wearing course.

G. Asphalt Wearing Course: Placement and compaction of the bituminous pavement shall be in accordance with MDOT Specification Section 403.03.

E. Utilities: All utility covers excavated during removal of streets, driveways, parking lots shall be restored to finished grade.

5.3 Driveways and Sidewalks: Driveways and sidewalks shall be repaired in similar manner to the original construction. Asphalt drives shall be saw cut where required and repaired in accordance with Paragraph (b) of this Specification. Concrete drives shall be saw cut or removed to the next joint. The minimum thickness for concrete driveway repair is 7 inches and for sidewalks is 4 inches.

Concrete surfaces shall be properly tooled and receive a broom finish. Installation (if required) of new driveway drainage culvert shall be made only at the direction of the Engineer. The Contractor shall take all reasonable precautions to allow for reuse of existing drainage culverts.

5.4 Repair to Gravel Roads: Gravel roads shall be backfilled and compacted in accordance with Paragraph (B) of this Specification. The final surface shall consist of 12-inch in-place compacted clay gravel. Compaction shall be to 100% of maximum laboratory density in accordance with AASHTO T99.

5.5 Repair to Lawns:

A. General: The Contractor shall exercise extreme care to minimize damage to improved lawns. Trees and shrubs within the limits of work shall be removed only for essential construction requirements. Any shrubs, which are removed or damaged, shall be replaced by satisfactory (to the Property Owner) planting by the contractor. Any grass seed areas, roads, streets, driveways, culverts, fences, water lines, metal boxes or other items (excluding trees unavoidably cut) which are damaged by the Contractor, shall be satisfactorily restored by Contractor. Acceptance of improved lawn repairs shall be based on the firm establishment of live stand of grasses and live growth of any replanted and acceptable shrubs. The Contractor shall water and fertilize such areas until healthy growth of grass (and shrubs, if applicable) are attained.

B. Grading: The surface areas shall receive finish grading so the finish topsoil surface (after settlement) will meet the existing contour grade of the area prior to construction. The natural drainage during and after construction shall not be altered so as to cause adverse effects to adjoining properties.

C. Topsoil: The Contractor shall strip topsoil and sod and stockpile for later use. Upon completion of trenching over the area. Additional topsoil shall be furnished if required (at no additional cost) to provide a uniform thickness of 3 inches. Lime at a rate of 1 - ½ tons per acre and fertilizer (13-13-13) at a rate of 800 pounds per acre shall be applied as needed to further establish grass growth.

D. Grassing: Grass seed, sprigs, or sod similar to the existing lawn grasses shall be planted in accordance with the supplier's recommendations. Winter cover grasses such as rye grass shall be applied (in addition to planting the permanent grasses) if seeding, sprigging, or sodding is done at a time of year when the permanent grasses will not actively grow. The type (s) of permanent grasses shall be the same as the grass (es) in the damaged lawns. If the lawn repairs are accomplished between September 1 and March 1, the Contractor shall continue the restoration

work during the next period of March 15 and April 5 and mow the grass and continue the restoration until satisfactory growth of the permanent grass (es) is obtained. Such additional restoration work shall include the 1 - ½ tons of lime per acre, application of 13-13-13 fertilizer at a rate of 800 pounds per acre and replanting and watering permanent grass as necessary to obtain satisfactory (to Engineer) growth. No time will be charged against the Contract Time for any such additional restoration work.

Sodding: Sodding shall be in accordance with Technical Specifications: - Seeding and Sodding

5.6 Erosion Control: During all phases of construction, the Contractor shall adequately protect all work from adverse erosion. Soil shall not be allowed to flow off the limits of work area. The Contractor shall employ the use of ditch checks, matting, temporary grass cover, blankets, or other measures to control erosion. The Contractor shall be responsible to correct damage caused by erosion. During the construction of this project, all work areas will be strictly monitored. All trench lines will be kept in excellent condition, all streets and drives will receive careful maintenance, keeping potholes and settled areas filled in. Dust control is essential and will also be strictly monitored.

5.7 General Grassing of Unimproved Areas

A. General: The Contractor shall seed and establish grass growth in all disturbed areas in unimproved areas (to include pastures and roadsides). Acceptance of the grass cover shall be based upon the firm establishment of a live stand of grass. The contractor shall water such grass if natural rainfall fails to adequately provide moisture. On slopes and other areas subject to erosion, grassing shall be accomplished as soon as practical (within 48 hours unless weather is prohibiting) after finish grading operations.

B. Grading: The surface area shall receive finish grading so the finish topsoil surface (after settlement) will meet the existing contour grade of the area prior to construction. The natural drainage during and after construction shall not be altered so as to cause adverse effects to adjoining properties.

C. Topsoil: The Contractor shall remove existing topsoil and stockpile for later use. Upon completion of backfilling (to establish contours as before construction), the topsoil shall be uniformly spread back over the area. The Engineer may require additional topsoil be furnished by the Contractor at no expense to the project, if in the opinion of the Engineer, adequate provisions and efforts were not made by the Contractor to stockpile and re-use existing topsoil material.

D. Fertilizer and Agricultural Limestone: The Contractor shall uniformly apply 800 lbs. per acre of 13-13-13 fertilizer and also apply two (2) tons per acre of agricultural limestone to the area to be seeded. The fertilizer and limestone shall be tilled into the soil to a depth of four (4) inches.

E. Mulch Cover: Erosion prone areas such as steep slopes and highway shoulders shall receive a layer of loose straw mulch or equivalent at the rate of one and one-half (1-1/2) tons per acre. The mulch cover shall be established by the application of an emulsified asphalt or by "crimping" parts of the material into the soil.

5.8 Miscellaneous Items: Items such as fences, gates, paved ditches, and other items shall be replaced or repaired as required for restoration. Should additional fencing material be required, new post and new wire of similar size, type and gauge shall be provided and installed.

5.9 General Care: Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees, which do not have to be removed in the opinion of the Engineer, and which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.

6.0 TESTING

6.1 General: All sampling and testing shall be accomplished by the testing laboratory approved by the Owner and employed by the Contractor to perform such services. Results shall be immediately forwarded to the Engineer by the Contractor.

6.2 Earthwork: Earthwork directly involved with road and street repair shall be tested as follows:

A. Moisture Density Relationship (Standard Proctors): Two tests of sampled native material shall be required. Tests shall be in accordance with AASHTO T 99.

B. Field Density: A minimum of two and a maximum of four field density tests shall be required. Density tests shall be in accordance with AASHTO T 191 or ASTM D 2922.

C. Topsoil: Two pH tests and two organic content tests (wet combustion method) will be required.

SEEDING AND SODDING

1.0 DESCRIPTION

This item consists of furnishing all labor, supervision, materials, tools, incidentals and equipment and performing all work for topsoiling, tilling, fertilizing, seeding, watering, and otherwise establishing, protecting and maintaining seeded and sodded areas as required by the Contract Drawings and these specifications, and including repair, refertilizing and reseeding as required until final inspection and acceptance of the project.

2.0 SUBMITTALS

Certificates for fertilizer, limestone, seed.

3.0 MATERIAL

3.1 Topsoil: Topsoil shall be the surface layer of soil that is stockpiled by the Contractor during stripping and/or excavation on the site. The topsoil shall be free of subsoil, clay, lumps, stones, brush or seed. Topsoil shall have a pH value of not less than 4.5 nor more than 8.0.

3.2 Lime: Lime shall be ground limestone containing not less than 80% of total carbonates and shall be ground to such fineness that 80% will pass through a No. 10 mesh sieve and 40% will pass through a No. 40 mesh sieve.

3.3 Fertilizer: Fertilizer shall be water soluble commercial carriers of available plant food elements or combinations thereof, as stated herein and shall conform to the applicable state fertilizer laws. They shall be uniform in composition, dry, and free flowing materials in condition for application by suitable equipment. The fertilizer shall be delivered in standard bags or other convenient standard containers, each fully labeled with manufacturer's guaranteed analysis. Any fertilizer shall contain not less than the percentages by weight of the ingredients set out as follows: (1) Nitrogen, 13% (2) Phosphorous P O, 13%, (3) Potash K C, 13%. Invoices for fertilizer will show the kind and have analysis furnished.

3.4 Seed: Seeds with a minimum pure live seed content of 90% shall be used. They shall be of the best grade and of known vitality, purity, and germination and shall be delivered in containers bearing seed tags as required by law showing percentages of germination content and purity of seed as well as percentages of weed seed content.

All seeds shall be free of wild onion, Canadian thistle, Johnson grass, crab grass or other seeds of noxious weeds. All seeds shall be furnished in standard containers, or as acceptable to the Engineer. Seed which has become wet, moldy or otherwise damaged in transit or storage will not be acceptable.

Purity, Germination and Planting Schedule

Spring and Summer Seeding (March 1 to September 1)

<u>Name</u>	<u>Percent Purity</u>	<u>Percent Germination</u>	<u>Mix (Dry Wt. Lbs.) Per Acre</u>
Hulled Bermuda	95	90	20
Pensacola Bahia	95	90	30

TOTAL 50
Fall and Winter Seeding (September 1 to March 1)

<u>Name</u>	<u>Percent Purity</u>	<u>Percent Germination</u>	<u>Mix (Dry Wt. Lbs.) Per Acre</u>
Unhulled Bermuda	95	90	20
Pensacola Bahia	95	90	30
Rye	95	85	15
Crimson Clover	95	85	8

TOTAL 73

Seeding in Existing Lawns: Grass seeds for existing lawns shall be the same as the existing grass.

3.5 Leguminous Inoculants: Inoculation media containing live nitrogen-fixing bacteria shall be supplied with all legume seed. The inoculants shall be standard, pure culture of nitrogen-fixing bacteria. Each kind of legume will require a cultural bacteria that is adapted to that particular kind of seed. The bacteria shall be supplied in convenient containers of a proper size to treat the amount of seed to be planted. The legume seeds shall be treated according to the directions, and before the expiration date for use of the media shown on the container.

3.6 Soil for Repairs: For fills or areas to be repaired, soil shall be topsoil of a least equal quality to that which exists in areas adjacent to the area to be repaired.

3.7 Water: Water shall be free from oil, acid, alkali, salt, and other substances harmful to growth of grass, and shall be from a source accepted prior to use.

3.8 Solid Sod: Bermuda or Carpet Grass and shall be native to the locality of the work and shall, when placed be live, fresh, growing grass with at least two and one-half (2 ½) inches of soil adhering firmly to the roots. The sod shall be reasonably free from obnoxious weeds or other

grasses, and shall not contain any matter deleterious to its growth; or which might affect its subsistence or hardness when transplanted. The sod shall be in blocks at least 3" x 8", and free from ragged edges.

4.0 INSPECTION AND TESTS

4.1 Fertilizer and Limestones: Duplicate copies of material invoices shall be furnished to the Engineer. Invoices shall show quantities and grade of fertilizer, quantity of limestone, percentages of calcium carbonate and magnesium carbonate, as applicable, and the percentages of limestone that pass the No. 40 and the No. 10 mesh sieves. Samples of each lot of fertilizer and limestone shall be furnished for testing. Upon completion of project a final check of total quantities of fertilizer and limestone used will be made against total area treated, and if minimum rates of application have not been met, additional quantities of these materials to make up minimum application specified shall be distributed.

4.2 Seed: Contractor shall furnish to the Engineer duplicate signed copies of statement(s) from vendor(s), certifying that each container of seed delivered is labeled in accordance with Federal Seed Act and is at least equal to requirements specified therein. This certification shall be obtained from vendor and shall be furnished before application.

5.0. PREPARATION OF GROUND SURFACE

5.1 General: Equipment, in good operating condition, shall be used for the proper preparation of the ground and for handling and placing all materials. Equipment shall be acceptable before work is started.

5.2 Topsoiling: Topsoil shall be obtained from job site stockpiles formed during stripping and/or excavation operations and shall be free from subsoil, clay lumps, stones, brush, grasses or weeds, excess acids or alkali, or any other material to subsequent, smooth, grading, planting, and maintenance operations.

The topsoil shall be evenly spread on tilled areas to a uniform depth of at least 3 inches after compaction. Spreading shall be performed so that seeding can proceed with a minimum of soil preparation or tilling. After preplanting fertilization is completed, the topsoil shall be compacted by rolling with a cultipacker or by other approved means.

Rehabilitation of the stockpile areas shall include returning the area to near pre-construction conditions, including seeding of the area to re-establish the growth of grass.

5.3 Grading: Previously established grades shall be maintained on the areas to be treated in a true and even condition; necessary repairs shall be made to previously graded areas by means of graders or other approved equipment.

5.4 Tillage: After the areas required to be treated have been brought to the grades shown, the

soil shall be tilled to a depth of at least 4 inches by plowing, disking, harrowing, or other acceptable operations until the condition of the soil is acceptable. The work shall be performed only during period when beneficial results are likely to be obtained. When drought, excessive moisture, or other unsatisfactory conditions prevail, the work shall be stopped when directed. Undulations or irregularities in the surface shall be leveled before the next specified operation.

6.0 APPLICATION OF FERTILIZER AND LIMESTONE

6.1 Preplanting fertilization of areas to be seeded: Fertilizer shall be distributed uniformly at a rate of 800 pounds per acre over areas to be seeded and shall be mixed into the soil to a depth of at least 4 inches by disking, harrowing, or other acceptable methods. Application of fertilizer may be part of the operation specified in Section 5.4: TILLAGE of this specifications.

6.2 Liming: Immediately following or simultaneously with incorporation of fertilizer, limestone shall be distributed uniformly at a rate of 4000 pounds per acre, and shall be mixed into the soil to a depth of at least 4 inches by disking , harrowing, or other acceptable methods. Application of limestone along with fertilizer may be part of the operation specified in Section 5.4: TILLAGE of this specifications.

6.3 Leveling: Surface irregularities resulting from tillage, fertilizing, liming, or other operations shall be leveled before seeding.

6.4 Postplanting fertilization: From 40 to 60 days after seeding, ammonium nitrate or its nitrogen equivalent shall be applied uniformly at a rate of 225 pounds per acre over areas seeded. Fertilizer shall be applied when grass blades are dry to minimize burning. The planted area shall be watered to thoroughly moisten the upper 6 inches of the soil surface after the fertilizer is applied.

7.0 PLANTING SEED

7.1 General : A satisfactory method of sowing shall be employed, using approved mechanical power-drawn drills or seeders, or other approved methods. When drills are used, markers or other means shall be provided to insure that the successive seeded strips will overlap or be separated by a space no greater than 6 inches. When delays in operations extend the work beyond the most favorable planting season for species designated or when conditions are such by reason of drought, high winds, excessive moisture, or other factors that satisfactory results are not likely to be obtained, work shall be halted as directed and resumed only when conditions are favorable or when approved alternate or corrective measure and procedures have been effected. If inspection during or after seeding operations indicates that strips wider than 6 inches have been left unplanted or other areas skipped, additional seed shall be sown.

7.2 Broadcast Seeding: Seeding shall be broadcast either by hand or with acceptable seeding equipment, in combination with fertilizer, or with other acceptable sowing equipment. Seed shall be distributed uniformly over designated areas. Half of the seed shall be sown with sower moving

at right angles to first sowing. Seed shall be covered to an average depth of 1/4 inches by brush harrow, spiketooth harrow, chain harrow, cultipacker, hand rake with wood tines, or other approved device. Seed shall not be broadcast during windy weather.

7.3 Drill Seeding: Drill seeding shall be accomplished with approved equipment with drills set not more than 6 inches apart. Seed shall be sown uniformly over designated areas to average depth of 1/4 inch.

7.4 Sodding: All solid sod shall be procured areas where the soil is fertile and contains a high percentage of loamy topsoil, and from areas that have been grazed or mowed sufficiently to form a dense turf.

Mechanical devices, such as sod cutter, may be used for cutting the sod into strips or blocks. Care shall be exercised at all times to retain the native soil on the roots of the sod during the process of excavating, hauling and planting.

The solid sod blocks shall be transplanted within 24 hours from the time of cutting, unless they are stacked, to their destination in a manner satisfactory to the Engineer. All solid sod in stacks shall be kept moist and protected from exposure to the air and sun, and from freezing. In no event shall more than two (2) days elapse between the cutting and planting of the solid sod.

Solid sod shall be planted during the period between March 1st and December 15th, unless written permission is given by the Engineer to extend the planting season. The solid sod shall be placed on the prepared surface with the edges in close contact. All cracks between blocks of solid sod shall be closed with small pieces of fresh sod, and all cracks too small for sod shall be filled by a light dressing of topsoil. The entire sodded area shall then be compacted and watered to the satisfaction of the Engineer. Rollers, hand tamps or other approved equipment may be used for compacting.

Surfaces of solid sodding which, in the opinion of the Engineer, may slide due to the height and slope of the surface or nature of the soil, shall, upon direction of the Engineer, be "pegged" with wooden pegs driven through the sod blocks into firm earth, sufficiently close to hold the sod in place.

8.0 MAINTENANCE

Seeded areas shall be maintained until all work or designated portions thereof have been completed and accepted. Tall grass and weeds that tend to impede the desired grass species shall be mowed, and any damage resulting from these operations shall be repaired at the Contractor's expense.

9.0 ESTABLISHMENT OF GROWTH

9.1 General : The Contractor shall be responsible for proper care of seeded areas while grass is becoming established for three (3) months after completion of treatment on the entire project, unless desired cover is established in a shorter period of time and the Owner shortens responsibility period. The Contractor shall be responsible for providing a satisfactory stand of grass. A satisfactory stand of grass is determined as a cover of living grass in which gaps larger than 12 inches square do not occur as determined by an acceptance inspection made at the end of the maintenance period. Maintenance work shall be performed at the Contractor's expense.

9.2 Mowing: Seeded and sodded areas shall be mowed with acceptable mowing equipment to a height of about 4 inches when average height of grass becomes about 8 inches. When amount of cut grass is heavy, grass shall be removed to prevent destruction of underlying turf. If weeds or other undesirable vegetation threatens to impede the growth of planted species, such vegetation shall be mowed, or in case of excessive growth, shall be uprooted, raked and removed from area.

9.3 Refertilizing: The Contractor will determine areas needing refertilization at least 15 days before application is required. Fertilization shall be distributed on designated area during periods when grass is dry. 13-13-13 grade fertilizer shall be applied uniformly at a rate of 800 pounds per acre. Fertilizer conforming to physical condition, packaging and marking as specified herein before shall be provided.

9.4 Reseeding: The Contractor will determine areas requiring reseeding at least 15 days before period specified for reseeding. Seed specified hereinbefore shall be drilled at rates hereinbefore specified, in a manner that will cause minimum disturbance to existing stand of grass, and at an angle of not less than 15 degrees from direction of previously seeded rows.

CONCRETE

1.0 GENERAL

- A. This item shall consist of furnishing all materials, labor, supervision, tools, equipment and incidentals and performing all forms of work; furnishing and placing reinforcement, inserts and anchors; mixing, placing, curbing, and furnishing of portland cement concrete.
- B. The work includes, but is not necessarily limited to manholes, pumping stations, lift stations, driveways, and minor concrete work.

2.0 APPLICABLE DOCUMENTS

The following publications form a part of this Specification and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publication referenced shall apply to the work.

A. American Society for Testing and Materials (ASTM):

- A 615 Billet Steel for Concrete Reinforcement
- C 31 Making and Curing Concrete Compressive and Flexural Strength Test Specimens in the Field
- C 33 Concrete Aggregates
- C-39 Compressive Strength of Molded Concrete Cylinders
- C 143 Slump of Portland Cement Concrete
- C 150 Portland Cement

B. Mississippi Department of Transportation (MDOT):

Standard Specifications for Road and Bridge Construction, Latest Edition.

3.0 SUBMITTALS:

The following data shall be submitted to the Engineer for review prior to incorporation into the work:

- A. Letter from the manufacturer certifying the concrete mix conforms to the requirements for Class B concrete as defined in Section 804 of the MDOT Standard Specifications for Road and Bridge Construction.

B. Letter of certificate from the manufacturer certifying that the reinforcing steel conforms to the herein specified requirements.

4.0 MATERIALS:

A. General: The concrete shall be ready-mix concrete manufactured by a plant for delivery to the site of the work in a plastic state. The Contractor may batch the concrete at the work site by use of portable mixers providing the following requirements are met:

1. Facilities shall be provided to properly weight, proportion and control the components of the concrete mix.

2. The mixer(s) shall be of such capacity so as to allow the complete placement of the plastic concrete mix prior to the initial set of any portion of the particular concrete pour.

B. Concrete Mix: The concrete materials and mix design, shall conform to the requirements for Class B concrete Section 804, MDOT Standard Specifications for Road and Bridge Construction. The compressive strength of the concrete shall be a minimum of 3000 psi at 28 days, or earlier. Type I Portland Cement shall be used in the mix, except where otherwise specified or permitted. Prior to producing any concrete for cast-in-place construction on the project, the Contractor shall submit to the Engineer the proposed mix design and shall obtain Engineer's approval of the mix design.

C. Reinforcing Steel - shall be new stock, deformed bars conforming to ASTM A 615, Grade 40 or Grade 60.

D. Curing Material - shall consist of wetted burlap, wetted cotton mats, plastic sheeting, or an approved liquid membrane material which will satisfactorily keep the new concrete in a moist condition for at least seven (7) days.

5.0 CONSTRUCTION:

A. Weather Limitations: Concrete shall be placed when the atmospheric temperature is a Minimum of thirty-five (35) degrees F. and rising. Newly placed concrete shall be protected from cold temperatures for at least four (4) days at a temperature of not less than forty (40) degrees F.

B. Forms: Forms shall be securely anchored in place and properly aligned. Wood forms shall be oiled prior to placement of fresh concrete mix.

C. Reinforcement: Reinforcing bars shall be securely mounted by the use of chairs or other approved methods so as to not become displaced during placement of concrete mix. The positioning of reinforcing by working the bars into the newly placed concrete mix shall not be allowed.

D. Placement: The plastic concrete mix shall be worked (and vibrated if required) into the formwork. The mix shall be consolidated so as to remove all voids and finished to form a true and level surface.

E. Curing: The hardened concrete shall be kept moist by the use of curing materials for a minimum of seven (7) days.

F. Slump Requirements: The following slump requirement shall apply:
Class B Concrete 2-4 Inches

G. Chamfered Corners: All exposed corners shall be chamfered one (1) inch or as indicated.

H. Finish:

1. All surfaces shall be "floated" to provide a uniform and level surface. Defects (honeycombs, ties, etc.) shall be repaired. No rubbing shall be required.

2. Sidewalks, driveways and other surfaces subject to pedestrian traffic shall be floated as noted in paragraph 1 above and shall receive a "broom" finish.

6.0 TESTING

The following test shall be required:

A. Slump: The Contractor shall test the concrete mix for conformance to the slump requirements as required. Test shall be in accordance with ASTM C 143.

B. Compressive Strength: The Contractor shall sample the concrete mix and prepare test cylinders for conformance to the compressive strength requirements. The Contractor shall transport the cylinders to the testing laboratory (employed by the Contractor) and have the cylinders tested in accordance with ASTM C 31 and C 39. The results of such test shall be forwarded to the Engineer. Test shall be performed at the following schedule.

One test per 15 cubic yards or major fraction thereof. A minimum of one test for each day of mixing shall be performed.

DUCTILE IRON WATER SYSTEMS

1.0 GENERAL

This item shall consist of furnishing all of the necessary materials, supervision, labor, tools, equipment and incidentals, and the installation of various types and sizes of water pipe and related items in accordance with the Contract Drawings and Specifications, as stated in the Proposal.

2.0 APPLICABLE PUBLICATIONS

The following publications form a part of these Specifications and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

- A 139 Electric-Fusion (Arc) welded steel pipe (sizes 4 inch and over).
- A 252 Welded and Seamless steel pipe piles.
- C 31 Making and Curing Concrete Compressive and Flexural Strength Test Specimens in the Field.
- C 33 Concrete Aggregates
- C 39 Test for Compressive Strength of Cylindrical Concrete Specimens.
- D 2922 Density of Soil Aggregate in place by the clear Method (shallow depths).

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

- 21.10 Gray Iron and Ductile Iron Fittings, 3 inch through 48 inch for Water and other Liquids.
- 21.11 Rubber Gasket Joints for Cast Iron and Ductile Iron Pressure Pipe and Fittings.
- 21.50 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-line Molds, for Water or other Liquids.

AMERICAN WATER WORKS ASSOCIATION (AWWA)

- C 104 Cement-Mortar Lining for Cast Iron Pipe and Fittings for Water and Other Liquids.
- C 106 Cast Iron Pipe Centrifugally Cast in Metal Molds, for water and other Liquids.

C 110 Gray Iron and Ductile Iron Fittings, 3 inch through 48 inch, for Water and Other Liquids.

C 111 Rubber Gasket Joints for Cast Iron and Ductile Iron Pressure Pipe and Fittings.

C 150 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-Lined Molds, for Water or other Liquids.

AMERICAN ASSOCIATION OF STATE HIGHWAY & TRANSPORTATION OFFICIALS (AASHTO)

T-88 Particle Size Analysis of Soils.

T-89 Determining the Liquid Limit of Soils.

T-90 Determining the Plastic Limit and Plasticity Index of Soils.

T-99 Moisture Density Relations of Soils Using a 5.5 lb. Rammer and 12 inch Drop.

T-191 Density of Soil In-Place by the Sand-Cone Method.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Standard Specifications for Road and Bridge Construction, Latest Edition.

3.0 SUBMITTALS

The following submittals shall be required for the respective materials used in the work. All submittals shall be submitted through the Contractor to the Engineer.

3.1 Ductile Iron Pipe: The following submittals shall be required for ductile iron pipe systems utilized on the project. The Contractor shall furnish manufacturer's certificates certifying that the pipe and fittings conform to the requirements as Specified hereinafter under Article 4.0, Materials. In addition, the submittals shall include the following:

A. Joints: The following shall be required for ductile iron joints.

1. Drawings or Manufacturer's Catalogue data indicating dimensions and tolerance.
2. Gaskets shall be tested in accordance with the respective standards as indicated in ANSI 21.11 and results shall be included in the submittals. Test shall be for similar materials on the gaskets and be not more than one year old.
3. Mechanical Joints: Should the Contractor elect to use mechanical joints in lieu of push-on joints, manufacturer's data shall be submitted in accordance with the "Special Requirements for the Mechanical Joint" as stated in ANSI 21.11 (AWWA C 111).

B. Ductile Iron Pipe Submittal Shall Include the Results of:

1. Tension Test
2. Impact Test
3. Low Temperature Impact Test

Sampling procedure shall be as indicated in ANSI 21.51.

4.0 MATERIALS

WATER SYSTEM:

A. Ductile Iron Pipe: Ductile iron pipe shall be designed in accordance with the latest revision of ANSI/AWWA C 151/A21.51), rated working pressure of 350 psi plus a 100 psi surge allowance; a 2 to 1 safety factor on the sum of working pressure plus surge pressure in Type 3 Laying condition with a depth of cover as required per plans.

Pipe shall have standard asphaltic coating on the exterior. Pipe also shall have a cement mortar lining on the interior in accordance with the latest revision of ANSI/AWWA C104/A21.4. If corrosion protection is required, polyethylene encasement shall be installed prior to the pipes installation in accordance with ANSI/AWWA C105/A21.5-88.

All non-restrained pipe shall be furnished with push-on type joints such as "Fastite", or equal. Joints shall be in accordance with the latest revision of ANSI/AWWA C111/A21.11 and shall be furnished complete with all necessary accessories.

Where restrained joint pipe is required, "Fast Grip", "Flex-Ring", or "Field Flex-Ring" or approved equal shall be used. The length of restrained pipe shall be as tabulated or noted on the plans.

Ductile iron fittings shall conform to the latest revisions of either ANSI/AWWA C110/A21.10 or ANSI/AWWA C153/A21.53. Fittings, linings, and coatings shall be as specified for the pipe above.

All pipe, fittings and accessories shall be installed and tested in accordance with the latest revision of AWWA C600. Newly installed ductile iron water mains shall be disinfected in accordance with the latest revision of AWWA C651 prior to placing in service.

B. Gate Valves: Where indicated on the Plans or directed by the ENGINEER, the CONTRACTOR shall furnish and install gate valves as hereinafter specified.

All gate valves shall be cast iron mechanical joint, M.J., Mueller A-2380-20, equivalent or better.

All gate valves shall be furnished with O-ring packing and 2" square operating nut, AWWA 200lb., for cast iron water main.

Valve boxes shall be cast iron top and bottom. Extension pieces shall be provided as required.

All valves will be set at a perfect 90 degree angle from level pipe, (perpendicular) so as to be easily accessible through properly set valve box as per specifications above.

The CONTRACTOR shall furnish and install either a two-piece or three-piece, slip type, cast iron valve box over each gate valve. Valve boxes will be set over valve operating nut, centered so as to be easily accessible with a valve operating wrench or key. They will be set to correspond with the finished grade of street, lot, or easement. No dirt will be left in box; box will not rest directly on valve body.

C. Fittings, Valves and Hydrants, Etc.: All fittings, valves and valve boxes, hydrants, and other appurtenances are to be set at the points indicated on the plans, or as directed by the ENGINEER, and omission to do so shall be corrected by the CONTRACTOR without extra cost to the OWNER.

All fittings shall either be Ductile Iron Compact (ANSI/AWWA C153/A21.53) or Cast Iron (ANSI/AWWA-C110/A21-10) and shall have mechanical joint ends and mechanical joint restraints (Series 1120) and shall be incorporated in the design of the follower gland and shall include a restraining mechanism which, when actuated, imparts multiple wedging action against the pipe, increasing its resistance as the pressure increases. Flexibility of the joint shall be maintained after burial. Glands shall be manufactured of ductile iron conforming to ASTM A 536-80. Restraining devices shall be of ductile iron heat treated to a minimum hardness of 370 BHN. Dimensions of the gland shall be such that it can be used with the standardized mechanical joint bell and tee-head bolts conforming to ANSI/AWWA A21.11 and ANSI/AWWA C153/A21.53 of latest revision. Twist-off nuts shall be used to insure proper actuating of the restraining devices.

The mechanical joint restraint device shall have a working pressure of a least 250 psi with a minimum safety factor of 2:1 and shall be EBAA Iron., MEGALUG or equal.

To improve the sealing capacity, the gaskets for all mechanical joints conforming to the requirements of ANSI/AWWA C110/A/21.10, C111/A21.11, or C153/A21.53 shall be of a design that causes the gasket to deflect approximately 30% during assembly of the mechanical joint. The gasket material shall conform to the requirements of ANSI/AWWA C111/A21.11, Section 1-6.4 of the latest revision. Mechanical joint gaskets shall be EBAA Iron's EBAA Seal-Improved Mechanical Joint Gasket or approved equal.

Fittings (bends, tees, plus, and caps) shall be securely braced by mechanical joint restraints, as indicated on the Plans, to prevent the possibility of blowing off under pressure. And a full length of pipe shall be installed on each end of the fitting. Then cut pieces can be installed beyond the full lengths of pipe.

D. Plugs and Caps: Where indicated on the Plans, or as directed by the ENGINEER, the CONTRACTOR shall install plugs for anticipated future extensions by placing a branch fitting

(tee or cross) in the line and plugging the unused branch or branches. In general, such plugs will be located at street intersections where present plans provided lines running in only two or three directions from the intersections and where, in the opinion of the ENGINEER, a connection may be required for future extension. Where "dead end" lines are installed, the ends of such lines shall be plugged or capped as required.

For the various hot taps required according to the plans, and up to 12 inches, the JCM 432, stainless Tapping Sleeve, or approved equal, shall be required. The CONTRACTOR shall furnish all materials for these various taps.

E. Casing Pipe: Steel pipe utilized as casing at locations shown on the Contract Drawings shall be new round piling pipe conforming to the requirements of ASTM A 252 or A 139. Casing diameter shall be adequate to allow pushing of the specified diameter of water pipe and make proper connections at the ends. Minimum Wall Thickness for steel casing is 0.25 inch.

F. Stabilization Material: Stabilization Material shall be a pit run mixture of sand and gravel. The sand shall be hard, sharp and durable particles. All gravel shall pass a 1" sieve.

G. Wash Gravel Bedding Material: Select Granular material for pipe bedding shall be coarse concrete aggregate. The coarse concrete aggregate shall conform to the gradation sizing Number 467 specified in Table 2 of ASTM Standard Specification C-33. (See Following Table)

H. Meter: Water meter shall be Badger "Radio Read" and all fittings shall be Ford brand consistent with current City Standards.

I. Polyethylene Pipe: Shall be in accordance with AWWA C906, ASTM D3035, PE4710, C200 (DR11), with ductile iron outside diameter (DIOD)

J. Fittings for Polyethylene Pipe: Shall be in accordance with AWWA C906, AWWA D3035, molded and manufactured to comply with ASTM F714. AWWA C906, AWWA M55, ASTM D3261 for butt fusion fittings ANSI Class 150 or as necessary to provide minimum pressure rating.

K. Joints and Jointing Materials

a. Mechanical Joint: DIOD Mechanical joint adapter and gaskets for mechanical joints for joint connections between pipe and metal fittings, valves, and other accessories, AWWA C111/A21.11.

b. Butt Fusion: Jointing is to comply with ASTM D2657, Butt Fusion. No offset in alignment between adjacent pipe joints of fittings is permitted.

SIZE NO. 467

<u>Nominal Size</u> <u>(Sieves w/Square Openings)</u>	<u>Percent Passing by Weight</u>
2"	100
1 1/2"	95 - 100
3/4"	35 - 70
3/8"	10 - 30
No. 4	0 - 5

H. Select Backfill: General: The select material shall be composed of a natural or artificial mixture of sand, silt, clay or soil binder or other material of satisfactory cementing value. The sand shall be hard, sharp, and durable particles, preferably siliceous. The binder shall be a grade of clay or other material having satisfactory cementing qualities and shall be homogenous in character, free from vegetable matter, clay balls or other deleterious substances that cannot be classed as serviceable base material.

Gradation: Any coarse aggregate contained in the material shall pass the one and one-half (1-1/2), sieve and not more than thirty-five percent (35%) shall be retained in the Number 10 sieve. The plasticity index (P.I.) shall not exceed 12, nor shall the liquid limit exceed 30.

The composite selected sand-clay material passing the Number 10 sieve shall conform to the following minimum and maximum gradation limits:

<u>Sieve</u>	<u>Percent Passing by Weight</u>
Number 40	40 - 85
Number 60	30 - 70
Number 270	8 - 30
Silt (.05 to .005 mm)	3 - 15
Clay (Passing .005 mm)	3 - 15

I. Backfill: All other backfill shall consist of excavated material removed from the trench.

5.0 CONSTRUCTION:

Earthwork:

A. Site Preparation: Topsoil shall be stripped and stockpiled in accordance with Technical Specifications - Restoration of Roads, Driveways, Fences, Lawns, and other Grassed Areas and Excavation, Trenching and Backfilling.

All vegetation such as brush, heavy sod, heavy growth of grass, decayed vegetative matter, rubbish and any other unsuitable material within the area of trenching shall be stripped or otherwise removed before the trenching is started, and in no case shall such objectionable material be allowed in the trench.

Stripping operation shall be to a depth of not less than 6 inches in all cases.

B. Asphalt or Concrete Removal: Before trenching operations begin, the existing asphalt or concrete pavement shall be scored or cut to a proper depth to give a straight vertical edge when removed. The asphalt or concrete shall be disposed of offsite by the Contractor. While removing the asphalt or concrete in the trench line, never shall the adjacent asphalt be raised or pulled from its base.

C. Trenching: The Contractor shall determine all requirements for trench dimensions, alignment, and grades. The trench shall be excavated in conformance with all federal, state and local regulations for the protection of the workmen. Shoring, sheeting and/or a moveable form shall be used as required to provide earth stability during the laying operations.

The final excavation of the trench for the pipe installation shall be as indicated on the Plans. Minor variations in horizontal (within the permanent easement) or vertical alignment during construction shall be made during construction (with the Engineer's approval) to facilitate ease of installation and operation (due to potential conflicts; i.e., utility conflict) at no additional cost to the Owner except for additional piping, if any. The trench from the top of the pipe down to the bottom of the bedding shall be of a consistent width as indicated on the plans. Should the excavated width of the trench be larger than the design width, the Engineer may direct that a higher type or class of bedding be used; or other adjustments be made to increase the load carrying capacity of the pipe.

The Contractor shall not excavate more trench in advance of pipe laying than is necessary to perform the work efficiently. No more than 100 feet of open trench shall be allowed unless approved by the Engineer.

Excavated material shall be placed in a manner that will not obstruct sidewalks, driveways, or other structures. Excavated material shall not be placed so as to surcharge the walls and jeopardize trench stability.

D. Disposal: The Contractor shall satisfactorily dispose of all excess earth from excavations either in approved (by the Engineer) areas within the construction limits or away from the project in disposal sites obtained by the Contractor.

The Contractor will be permitted to mound excess earth over the trench to a maximum depth of 12 inches above the original ground surface or finished grade where the trench is located in unimproved property. Wasting of excess excavated material will not be permitted within any road ROW. All material within the construction limits shall be placed so that natural drainage is maintained and the surface shall be graded to a smooth and uniform appearance. The disposal of waste and excess excavating materials, including hauling, handling, grading, and surfacing shall be subsidiary obligation of the contractor and no separate payment will be made. Therefore, the cost of such work shall be included in the Contract Unit Price for installation of water pipe.

E. Dewatering: The site shall be kept free of surface water at all times. The Contractor shall

install drainage ditches and dikes and shall perform all pumping and other work necessary to divert or remove rainfall and other accumulations of surface water from the excavations. The diversion and removal of surface water performed in a manner that will prevent the accumulation of water behind temporary structures or at any other locations within the construction area where it may be detrimental. The Contractor shall provide, install, and operate sufficient trenches, sumps, pumps, hoses, piping, well points, deep wells, etc., necessary to depress and maintain the ground water level at least one foot below the base of the excavation during all stages of construction operations. The ground water table shall be lowered in advance of excavation and maintained a minimum of one foot below the lowest excavation subgrade made until the structure has sufficient strength and weight to withstand horizontal and vertical soil and water pressures.

Where groundwater is encountered, the Contractor shall make the effort necessary to secure a dry trench bottom before laying pipe. In sandy and in other suitable type soils, dewatering shall be done by well pointing. If, in the opinion of the Engineer, the Contractor has failed to obtain an absolutely dry trench bottom by insufficient use of all known methods of trench dewatering, the Engineer may order the Contractor to excavate below grade and place not less than 6 inches of graded crushed stone fill material over the trench bottom to form trench drains to suitably located sumps and to remove the water by bailing or pumping. The graded crushed stone fill material shall be placed at the Contractor's own expense and shall be of such depth that there shall be not water in bell holes at the time of coupling pipe. All costs of equipment, labor, and materials required for dewatering shall be included in the bid price.

F. Bedding: The Contractor shall satisfactorily shape the trench area (to specified line, grade and cross section) to receive bedding material. The bottom of the trench shall be undisturbed soil. Should the Contractor over excavate the trench without direction from the Engineer, the trench shall be brought up to grade with select backfill and compacted to at least 90% of maximum laboratory density as measured by AASHTO T 99. Such additional work and materials for over excavation without direction of the Engineer shall be at the expense of the Contractor.

Holes for the bells shall be provided at each joint in the sub-grade or in the granular fill bedding material as required. The holes shall be no larger than necessary for joint assembly and assurance that the pipe barrel will lie flat on the material. The Contractor shall install the proper bedding for the respective type of pipe and depth of installation as shown in the details and schedules on the plans. When depths vary in a particular manhole run, the Contractor shall change bedding systems in accordance with the depth installation requirements.

1. Stabilization Materials: When the sub-grade is found to be unstable or to include ashes, refuse, organic material, or other unsuitable material, the Engineer may direct that the sub-grade be over excavated to remove such material. The depths of over excavation shall be as directed by the Engineer. Stabilization material shall be placed into the over excavated area of the trench and shall be paid for in accordance with these specifications. Stabilization shall be compacted to at least 90% of maximum laboratory density in six inch lifts.

2. Bedding Materials: As detailed in the plans, bedding material shall be placed to the specified depth below the pipe and tamped to a minimum of 90% of maximum laboratory density

as determined in accordance with AASHTO T 99. Following placement of pipe, additional bedding material shall be placed and consolidated under the haunches of the pipe. Special tools shall be required to work the material into place and leave no voids beneath the pipe. The bedding material shall be tamped along the spring line (or along the top of the bedding material as indicated) of the pipe to sufficiently compact the material insofar as practical.

The Engineer may direct additional moisture be added to the bedding material to aid in the compaction effort. Mechanical tampers may be employed to aid the process. Depending on the particular bedding required, additional bedding shall be added and tamped to minimum of 90% of maximum laboratory density, with AASHTO T-99.

3. Select Backfill: Select backfill shall be placed in 6 inch lifts and tamped to a minimum laboratory density with AASHTO T-99. Overall depth of the select backfill shall be as directed by the Engineer.

4. Normal Condition Bedding: Under normal conditions the trench bottom shall be undisturbed earth shaped to the specified line, grad, and cross section with proper bell holes at each joint to insure the pipe barrel lies flat on trench bottom. The bedding material will be selected native materials excavated from the trench and placed in two lifts. The first lift being placed up to the spring line of the pipe and extending out to the trench walls and hand tamped to a minimum of 90% of maximum laboratory density. Special care shall be used in placing and tamping bedding to insure no voids under the haunches of the pipe. The second lift shall extend to approximately 6" above pipe (Material permitting) and hand tamped to 90% density.

5. Backfilling: Upon completion of placement of select material the excavated materials shall be immediately placed back into the trench. Specific requirements are:

a. Backfill requirements for road crossings, parking lots, driveways, and sidewalks shall be in accordance with Technical Specifications - RESTORATION OF ROADS, DRIVEWAYS, FENCES, LAWNS AND OTHER GRASSED AREAS AND EXCAVATION, TRENCHING AND BACKFILLING.

b. Backfill requirements for unimproved areas (pastures, wooded areas) shall consist of placement and shaping of the soil in such a manner as to allow maximum natural consolidation. No compaction of the general backfill in the unimproved areas will be required, except that caused by conventional shaping equipment.

c. No debris shall be used as backfill which has a volume in excess of one-half of one cubic foot or a weight excess of 75 pounds.

6. Sheeting Removal: Wooden sheeting or other thick sheeting or shoring members which have been driven or otherwise placed along the trench walls to an elevation below the spring line of the pipe shall be cut off at the spring line or higher and left in place.

7. Grading and Grassing: Final grading and grassing shall be in accordance with Technical Specifications - RESTORATION OF ROADS, DRIVEWAYS, FENCES, LAWNS, AND

OTHER GRASSED AREAS AND EXCAVATION, TRENCHING AND BACKFILLING.

F. PIPE HANDLING AND STORAGE: Pipe shall be handled, staked, and stored in accordance with manufacturer's printed literature. The Contractor shall provide security as required to prevent damage by vandals. PVC pipe shall be shaded from sunlight for extended lengths of time. Pipe damaged during storage and handling shall be rejected.

G. PIPE LAYING: Each pipe shall be laid true to line and grade and in such manner as to form a close concentric joint with the adjoining pipe and to prevent sudden offsets of the flow line. As the work progresses, the interior of the water shall be cleared of all dirt and superfluous materials of every description. Where cleaning after laying is difficult because of small pipe size, a suitable swab or drag shall be kept in the pipe and pulled forward past each joint immediately after the jointing has been completed. Trenches shall be kept free of water and pipe shall not be laid when the condition of the trench or the weather is unsuitable for such work. At times when work is not in progress, open ends of pipe and fittings shall be securely and satisfactorily closed so that no trench water earth, or other substance will enter the pipe or fittings. The minimum depth of water mains shall be 30 inches below finished grade to the top of the water main.

Pipe laying shall be performed in such a manner that no foreign material enters the pipe. The Engineer may require that before lowering pipe, heavy canvas bags be placed over each end, and left in place until joints are ready to be made. If water is in the trench, the seals shall remain in place until the trench is pumped completely dry. If conditions are unsuitable, no pipe shall be laid until satisfactory laying conditions are obtained in accordance with the above specified requirements.

H. PIPE JOINTING: Piping shall be jointed in accordance with the manufacturer's printed recommendations. Gaskets shall be firmly set within the bells and grooves as required. The manufacturer's recommended lubricant or an approved equal shall be applied for slip type joints.

Ductile Iron Pipe Joint Construction: The installation and jointing of ductile iron pipe shall generally conform to the applicable provisions of AWWA Standard Specifications C-600 for pipe laying.

Where mechanical joint pipe is used, the surfaces which come in contact with the gasket shall be thoroughly brushed with a wire brush just prior to assembly. The gasket should be brushed with soapy water prior to installation to remove loose dirt and to lubricate gasket as it is forced into its retaining space. When tightening bolts, it is essential that the gland be brought up toward the pipe flange evenly. The bolts should be partially tightened; the bottom bolt first, then the top; next the bolts on either side; and last, the remaining bolts. Overstressing of bolts to compensate for poor installation will not be permitted. Bolt torque shall be in accordance with manufacturer's specifications.

All joints of whatever type shall be completely water tight after being subjected to the required tests.

I. BORINGS: Borings shall be accomplished in accordance with Mississippi Department of Transportation Standards. The contractor shall provide all necessary sheeting, bracing, cribbing, supports and appurtenances to insure the proper line and grade throughout the entire length of the crossing.

1. Casing Pipe: Casing Pipe shall be installed as indicated on the Contract Drawings. Joints shall be completely welded to provide structural integrity and shall be watertight.

2. Carrier Pipe: Carrier pipe may be any of the allowed options of piping. However, the piping and joints shall be capable of withstanding the stress exerted by pushing the pipe within the casing.

3. Carrier Pipe Supports: Supports for the carrier pipe shall be as recommended by the manufacturer for such installation. Supports shall be spaced to adequately support the piping under all conditions.

4. Casing Seal: The annulus between the casing and carrier pipe shall be sealed at each end by installing WMSON Type U end seals, as manufactured by T.D. Williamson, Inc. Tulsa, Oklahoma, or equal, in accordance with the instructions of the manufacturer of the seals.

J. Separation of Water and Sewer Mains:

1. Water mains shall be laid at least 10 feet horizontally and 18 inches vertically from any sanitary sewer or manhole. The bottom of the water line shall be a minimum of 18 inches from the top of the sewer line.

K. INCIDENTAL CONCRETE:

1. GENERAL: The following specifications shall apply to any and all items of incidental work with Portland Cement with or without reinforcement, including such items as concrete piers to support cast iron pipe above ground, erosion control bulkheads or structures, cradles and encasement, blocking and the like.

All concrete used in the construction of this project shall comply with the requirements herein specified for its particular class and kind.

2. MATERIALS: All materials used in this work shall consist of (a) Portland Cement, (b) Sand, (c) Gravel, and (d) Clean Water.

(a) The cement used shall be domestic manufacture, either "Standard" or "high Early Strength" Portland Cement, which shall meet all the requirements of the current A.S.T.M. Specifications for the type used at the time it is incorporated in the work.

(b) The fine aggregate shall consist of clean, sharp sand, well graded from coarse to fine, consisting of hard, durable particles, free from coarse to fine, consisting of hard, durable particles, free from silt, salt or organic matter. It shall meet all the requirements of the ASTM

Specifications C33, Paragraph 1, 2 and 3, and ASTM C-40.

(c) The coarse aggregate used shall consist of clean washed gravel, free from particles of wood or lumps of clay. Not more than 10% shall pass the No. 4 sieve, and it shall conform with the requirements of ASTM Specifications C33, Paragraph 5 to 8 inclusive.

(d) The water used for mixing concrete shall be clear, free from oil, salt, strong acid, alkali organic matter, and shall be approved by the Engineer.

(e) Reinforcing steel shall conform to the requirements of the "Standard Specifications for Billet-Steel Concrete Reinforcing Bars" of intermediate grade (Serial Designation: A 15-39) or the Standard Specifications for Rail-Steel Concrete Reinforcement Bars (Serial Designation; A-16-35) of the American Society for Testing Materials.

3. CONSTRUCTION METHODS:

All concrete materials shall be as handled and stored that they will not become damaged after delivery at the site. The cement shall be thoroughly protected from the weather, and the sand and gravel, shall be so stored that they will not become intermixed, and so as to prevent the admixture with either of any foreign materials. Reinforcing steel shall be so stored that it will not come in contact with the ground, shall be protected from the weather, and shall be clean and free from rust when incorporated in the work.

Concrete materials shall be mixed in the proportions and in a manner that will produce concrete of the class and strength specified to its use.

Unless indicated otherwise, all concrete shall be Class A which shall have a crushing strength of not less than 3,000 pounds per square inch at 28 days, as determined by the Standard Methods for testing concrete materials.

Class B concrete, which shall have a crushing strength of not less than 2,500 pounds per square inch at 28 days, and shall be used for erosion control bulkheads and blocking pipelines at bends to prevent blowing off under pressure.

Class C concrete, which shall have a crushing strength of not less than 2,000 pounds per square inch at 28 days, shall be used for cradles and encasement and may be used for backfill below grade.

After concrete has been properly mixed, it shall be deposited in the forms in reasonably uniform layers and in such manner as to prevent segregation of the aggregates. It shall be thoroughly spaded or puddled while being placed to insure maximum density and prevent honey-combing.

No concrete shall be deposited when the air temperature is less than 40 degrees F. No material shall be deposited on a frozen sub-grade, nor shall any frozen moisture or material be incorporated into the mixture.

No concrete shall be placed in water, nor shall water be permitted to rise on it or to run over it within a period of 24 hours after it has been placed.

Unsatisfactory concrete, resulting from failure to observe the above requirements or otherwise, shall be removed and replaced as directed by the Engineer.

4. COMPENSATION:

Payment for all concrete, except as may be elsewhere herein provided, shall be included in the prices bid for the construction units with which it is placed and no separate or extra compensation will be allowed directly therefore.

6.0 TESTING

DUCTILE IRON PIPE:

A. Field Inspection: The Engineer shall perform visual inspection of the material prior to placement by the Contractor. The Engineer may make non-destructive tests to determine the soundness of the pipe. The Contractor shall assist the Engineer in handling and moving the pipe as required.

B. Material Test: Material test shall be conducted during the manufacturing process and the results shall be included as part of the submittals. No other material test shall be required.

STEEL CASING PIPE: Material test shall be included as part of the submittal. No other material test shall be required.

COMPACTION TESTS: Compaction tests shall be performed in accordance with AASHTO T191 and ASTM D 2922. Maximum compaction shall be determined in accordance with AASHTO T99.

CONTRACTOR shall establish a compaction method or pattern which results in the proper density for the material utilized in the backfill operation. CONTRACTOR shall verify the compaction method by testing each lift for density in the first run of pipe to be laid. Upon satisfactory performance and approval of the ENGINEER the established compaction method shall be used for compaction of each lift of similar material.

The CONTRACTOR shall provide additional density testing to verify the compaction effort; twice in random locations as selected by the ENGINEER every 1,500 linear feet of pipe, if there is a change in material, or if in the sole opinion of the ENGINEER the compaction effort is not yielding the proper results.

(Number of Compaction Tests)

AASHTO T-99 Select Backfill Material OR Stabilization Material	AASHTO T-191 or ASTM D 2922	
	1	One per 100 CY
Bedding Material	2	One per 600 LF
Tamped Backfill	2	One per 600 LF

HYDROSTATIC TESTING:

The completed system shall be tested as herein stated. The pipe shall be filled with water and all air exhausted. Each section shall be tested under a hydrostatic pressure of 150 pounds per square inch and shall not show leakage exceeding 10 gallons per inch of diameter per mile of pipe per 24 hours when so tested. Whatever shall be measured into a container and refilled to the pre-test level. The pressure shall be maintained for 4 hours by pumping as necessary, and if the pipe has been backfilled, a 24-hour test is required.

All visible leaks at exposed joints and all leaks evident on the surface where joints are covered shall be repaired, and leakage eliminated, regardless of total leakage shown by the tests. Lines which fail to meet tests shall be removed, if necessary, or repaired and retested until compliance with these test requirements is affected.

These tests are to be made at the Contractor's expense, and he is to provide all necessary fittings, equipment, appliances, and any other necessary items to conduct the tests in a manner satisfactory to the Engineer. All costs incidental to conducting these tests are to be included in the prices bid for the various items of construction as no separate or extra compensation is to be allowed therefore.

CLEANING AND DISINFECTION:

Before each section of work is placed in service, it shall be thoroughly flushed to remove any dirt or other foreign material from inside the lines; and the inside of the lines shall be disinfected by pumping into and through them as solution of chlorine of 50mg/l for 24 hours in such manner as to meet the requirements of the State Board of Health.

At least two (2) samples of chlorine free water, taken from each section shall be submitted to the State Board of Health for examination to determine if the system is free from organisms of the

Coli-Aerogenes group. If such samples are not negative from organisms of the Coli-Aerogenes group, the system shall be disinfected and re-disinfected in a manner meeting the requirements of the State Board of Health, until the system is freed of contamination.

All water mains will be flushed, chlorinated and re-chlorinated until two (2) consecutive negative water samples are obtained by the Local Health Department or a representative of the water systems certified as an operator by the Mississippi Department of Health.

The CONTRACTOR shall be responsible for the conduct of all of the above defined activities, and any and all costs incident thereto shall be included in the prices bid for the various items of construction as no separate or extra compensation is to be allowed therefore.

EXISTING DRINKING WATER FACILITIES

The Contractor is required to keep existing drinking water facilities in operation during construction. Should the Contractor require that existing facilities be taken out of operation, a plan to provide for alternative service shall be reviewed and approved in advance by the Health Department and shall be adhered to during construction.

FIRE HYDRANT

1.0 General

Fire hydrants shall comply in all respects with AWWA Standard C-502, latest revision, and shall be M & H or approved equal. Fire hydrants shall be of the compression type with the main valve opening against the pressure and closing with the pressure. The main valve opening shall be 4-1/2", 5-1/4", or 6-1/4" in diameter. Fire hydrant shall be of a dry barrel, dry top design. The main valve on the hydrant shall remain closed should the hydrant nozzle section be broken off by a traffic accident. The nozzle section shall consist of two (2) hose nozzles and one (1) pumper nozzle or other, as specified.

2.0 Rating

Fire hydrants shall be rated at 150 psi water working pressure, tested at 300 pounds hydrostatic for structural soundness in the following manner: 300 pounds hydrostatic test supplied from the inlet side, first with the main valve closed for the testing of the valve seat; second, with the main valve open for testing of the drain valves and the hydrant barrel. Testing is to be completed in accordance with AWWA C-502.

3.0 End Configurations

Hydrants shall be connected to the main by a 4", 6", or 8" mechanical joint, flange shoe, A.C., or hub shoe. Mechanical joint shoes, A.C., and hub shoes shall be fitted with strapping lugs.

4.0 Design

- 4.1 The main valve seat of the hydrant shall be made of rubber and be supported by a one-piece bronze top plate and drain valve mechanism and bottom plate. The bottom stem threads of the main valve rod shall be fitted with a cast iron cap nut (epoxy coated, optional) suitable for sealing the threads from the water. Drain valves shall be faced with rubber.
- 4.2 Changes in size or shape of the waterway shall be accomplished by means of easy curves. Exclusive of the main valve opening, the net area of the waterway of the barrel and the foot piece at the smallest part shall not be less than one hundred twenty percent (120%) of that of the net opening of the main valve.
- 4.3 Hose and steamer nozzles shall be threaded and screwed into the nozzle section and then pinned to prevent turning.
- 4.4 The hydrant shall be so designed that when it is in place, no excavation will be required to remove the main valve and moveable parts of the drain valve. Further, the hydrants shall be of the type that can be extended without excavating. Hydrants shall be so designed that, in the event of accident or breaking of the hydrant above or near grade level, the main valve will remain closed. The main

valve rod shall be made in two parts and fitted with breakable feature at the ground line flange.

- 4.5** The ground line connection between nozzle section and the barrel shall incorporate the use of eight (8) breakable bolts. This connection shall be so designed that the nozzle section can be rotated in increments of forty-five (45) degrees. The ground line connection between the barrel and nozzle section shall be gasketed to provide a seal.
- 4.6** The operating threads of the hydrant shall be so designed as to avoid the working of any iron or steel parts against either iron or steel. The operating stem and operating nut threads shall be square or acme type.
- 4.7** The operating thread shall be grease lubricated at the factory. Access shall be provided to field lubricate the operating mechanism.
- 4.8** The operating thread shall be sealed from water at all items when the valve is either in the opened or closed position. The operating rod shall be bronze sheathed where it passes through the double “O” ring seal plate.
- 4.9** The bonnet shall be weather proof.
- 4.10** The operating nut shall be of bronze and a self-lubricating, anti-friction thrust bearing shall be provided to reduce operating torque.
- 4.11** Hydrants shall be of the dry type and hydrant shoe shall have two positive acting non-corrodible drain valves that shall drain the hydrant completely by opening when the main valve is closed and close tightly in accordance with AWWA C-500 requirements when the valve is open. The main valve assembly shall be seated in the hydrant (with a bronze-to-bronze interface as an option) to facilitate removal of the main valve should maintenance be required. The nozzle section shall consist of two 2” hose nozzles to the specified thread designation (NST or other, as specified) and one pumper nozzle 4-1/2” in diameter to the specified thread designation (NST or other, as specified) or other combination of nozzle outlets including independent hose gate valves as specified.
- 4.12** Two “O” ring seals shall be utilized where the main hydrant rod passes through the seal plate.
- 4.13** Hydrant standpipe shall be ductile or cast iron and single piece for all bury depths.
- 4.14** All like parts of hydrants of the same size and model produced by the same manufacturer shall be interchangeable.
- 4.15** Hydrant shall open by turning to the left.

- 4.16** Threads or hose and streamer nozzles shall be national standard unless otherwise specified.
- 4.17** Auxiliary shut-off (isolation) gate valves, when required, shall be of the same manufacture as the hydrant.
- 4.18** The inside of all hydrants shall be coated in accordance with AWWA standards and federal specification TT-C-494A or equal except for bronze and machined surfaces. Exterior of hydrant shall be painted fire hydrant yellow (or as specified). (The wetted surface of the hydrant shoe shall be epoxy coated to prevent corrosion of the waterway, optional.)

5.0 **Markings**

Hydrant shall be marked with the name of the manufacturer, size of valve opening, and the year of manufacture, all in accordance with AWWA C-502.

Sewer/Water Utility – Trace Wire Specification

1.0 General

All trace wire shall have HDPE insulation intended for direct bury, color coated per APWA standard for the specific utility being marked. THHN is prohibited from use in the tracer wire system.

All trace wire, test stations and accessories shall be supplied by a single manufacturer and domestically made in the USA.

All tracer wire and accessories shall be installed per plan details and per manufacturers recommended installation methods. All wire and connectors shall be rated for direct bury applications.

2.0 Materials

Copper Clad Steel (CCS) Trace Wire

Open Trench – 12 Gauge Copper Clad Steel with a Break Load of 452 pounds

Directional Drilling - 12 Gauge Copper Clad Steel with a Break Load of 1,150 pounds

Connectors

2-Way Splice Connector with Strain Relief

3-Way Connector

Termination/Access/Test Stations

Non-Roadway: Equal to Copperhead LD14TP

Concrete / Driveway: Equal to Copperhead CD14TP

Roadway: Equal to Copperhead RB14TP

Fire Hydrant: Equal to Copperhead T2-FLPKG

Grounding

Magnesium Anode: Equal to Copperhead ANO-12

3.0 Testing

All new trace wire installations shall be located using typical low frequency (512Hz) line tracing equipment, witnessed by the contractor, engineer and facility owner as applicable, prior to acceptance of ownership.

This verification shall be performed upon completion of rough grading and again prior to final acceptance of the project. Continuity testing in lieu of actual line tracing shall not be accepted.

4.0 Connectors

All mainline trace wires must be interconnected in intersections, at mainline tees and mainline crosses. At tees, the three wires shall be joined using a single 3-way lockable connector.

Connectors shall be dielectric silicon filled to seal out moisture and corrosion, and shall be installed in a manner so as to prevent any uninsulated wire exposure.

Non-locking friction fit, twist on or taped connectors are prohibited.

5.0 Termination/Access/Test Stations

All trace wire termination points must utilize an approved tracer wire access box, specifically manufactured for this purpose or as detailed on the plans

All grade level/in-ground access boxes shall be appropriately identified with “sewer” or “water” cast into the cap and be color coded (blue – water / green – sewer).

Test stations at dead ends shall be two-terminal.

Test stations in between dead ends shall be single terminal.

A minimum of 2 ft. of excess/slack wire is required in all trace wire access boxes after meeting final elevation.

Grounding anode wire shall be connected to the identified (or bottom) terminal on all access boxes.

Hydrants – Trace wire must terminate at an approved above-ground trace wire access box, properly affixed to the hydrant grade flange.

6.0 Grounding

Trace wire must be properly grounded at all dead ends/stubs.

Grounding of trace wire shall be achieved by use of a drive-in magnesium grounding anode rod with a minimum of 20ft of #12 red HDPE insulated copper clad steel wire connected to anode specifically manufactured for this purpose, and buried at the same elevation as the utility. Where the anode wire will be connected to a trace wire access box, a minimum of 2 ft. of excess/slack wire is required after meeting final elevation.

7.0 Sanitary Sewer System

A mainline trace wire must be installed, with all service lateral trace wires properly connected to the mainline trace wire, to ensure full tracing/locating capabilities from a single connection point.

Lay mainline trace wire continuously, by-passing around the outside of manholes/structures on the North or East side.

Trace wire on all sanitary service laterals must terminate at the cleanout and located directly above the service lateral at the edge of road right of way as detailed in the plans.

8.0 Water System

A mainline trace wire must be installed, with all service lateral trace wires properly connected to the mainline trace wire, to ensure full tracing/locating capabilities from a single connection point.

Lay mainline trace wire continuously, by-passing around the outside of valves and fittings on the North or East side.

Trace wire on all water service laterals must terminate at an approved trace wire access box color coded blue and located directly above the service lateral at the edge of road right of way.

Above-ground tracer wire access boxes will be installed on all fire hydrants.

All conductive and non-conductive service lines shall include tracer wire.

9.0 Installation

Trace wire systems must be installed as a single continuous wire, except where using approved connectors. No looping or coiling of wire is allowed.

Trace wire shall be installed at the bottom half of the pipe and secured (taped/tied) at 5' intervals.

Trace wire on all service laterals/stubs must terminate directly above the utility, at the edge of the road right-of-way, but out of the roadway.

At all mainline dead-ends, trace wire shall go to ground using an approved connection to a drive-in magnesium grounding anode rod, buried at the same depth as the trace wire.

Mainline trace wire shall not be connected to existing conductive pipes. Treat as a mainline dead-end, ground using an approved waterproof connection to a grounding anode buried at the same depth as the trace wire.

All service lateral trace wires shall be a single wire, connected to the mainline trace wire using a mainline to lateral 3-way connector, installed without cutting/splicing the mainline trace wire.

In occurrences where an existing trace wire is encountered on an existing utility that is being extended or tied into, the new trace wire and existing trace wire shall be connected using approved splice connectors, and shall be properly grounded at the splice location as specified.

Trace wire on all water service laterals must terminate at an approved trace wire access box color coded blue and located directly above the service lateral at the edge of road right of way.

Above-ground tracer wire access boxes will be installed on all fire hydrants.

All conductive and non-conductive service lines shall include tracer wire.

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6	PSM2	SEWER SYSTEM MAP
7	PSM3	WATER SYSTEM MAP
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Know what's below.
Call before you dig.

SPECIAL UTILITY NOTES:

- UTILITY LOCATION REQUESTS WERE SUBMITTED TO MISSISSIPPI 811 (FORMERLY MISSISSIPPI ONE CALL) DURING THE FIELD DATA COLLECTION PHASE FOR THE DESIGN OF THIS PROJECT. ALL UTILITIES THAT LOCATED DURING THE FIELD DATA COLLECTION ARE SHOWN ON THESE PLANS. ALL CONFLICTS WITH EXISTING UTILITIES ENCOUNTERED DURING CONSTRUCTION SHALL BE COORDINATED WITH THE UTILITY OWNER, THE ENGINEER AND THE PROJECT OWNER PRIOR TO INSTALLATION OF THE PROPOSED WATER SYSTEM. (NO SEPARATE PAY FOR COORDINATION)
- THE CONTRACTOR SHALL DOCUMENT THE EXISTENCE OF ANY MISSING AND/OR OVERLAPPING UNDERGROUND UTILITIES AND STORM DRAINAGE NOT SHOWN ON THESE CONSTRUCTION DRAWINGS.

MISSISSIPPI 811 TICKETS	
TICKET No.	DESCRIPTION
19120209330658	WEST 7TH STREET
20030514391125	MELBA AVENUE
20030514411129	WEST 4TH STREET
20030514451138	WEST 6TH STREET
20030514491154	WEST 4TH STREET
20030613320875	GAY STREET
20032413231078	SHORT COLUMBIA
20032413271088	ABRAMS STREET
20041310150558	MELBA AVENUE
20041310170562	WEST 4TH STREET
20041310190566	OLIVER STREET & WEST 6TH STREET
200413102000570	OLIVER STREET & WEST 4TH STREET
20041310210572	GAY STREET
20041310220576	NORTH STREET
20041310230581	ABRAMS STREET

CONSTRUCTION PLANS

FOR

LONGLEAF HEIGHTS - AVENUES -
NORTH AREA
INFRASTRUCTURE IMPROVEMENTS

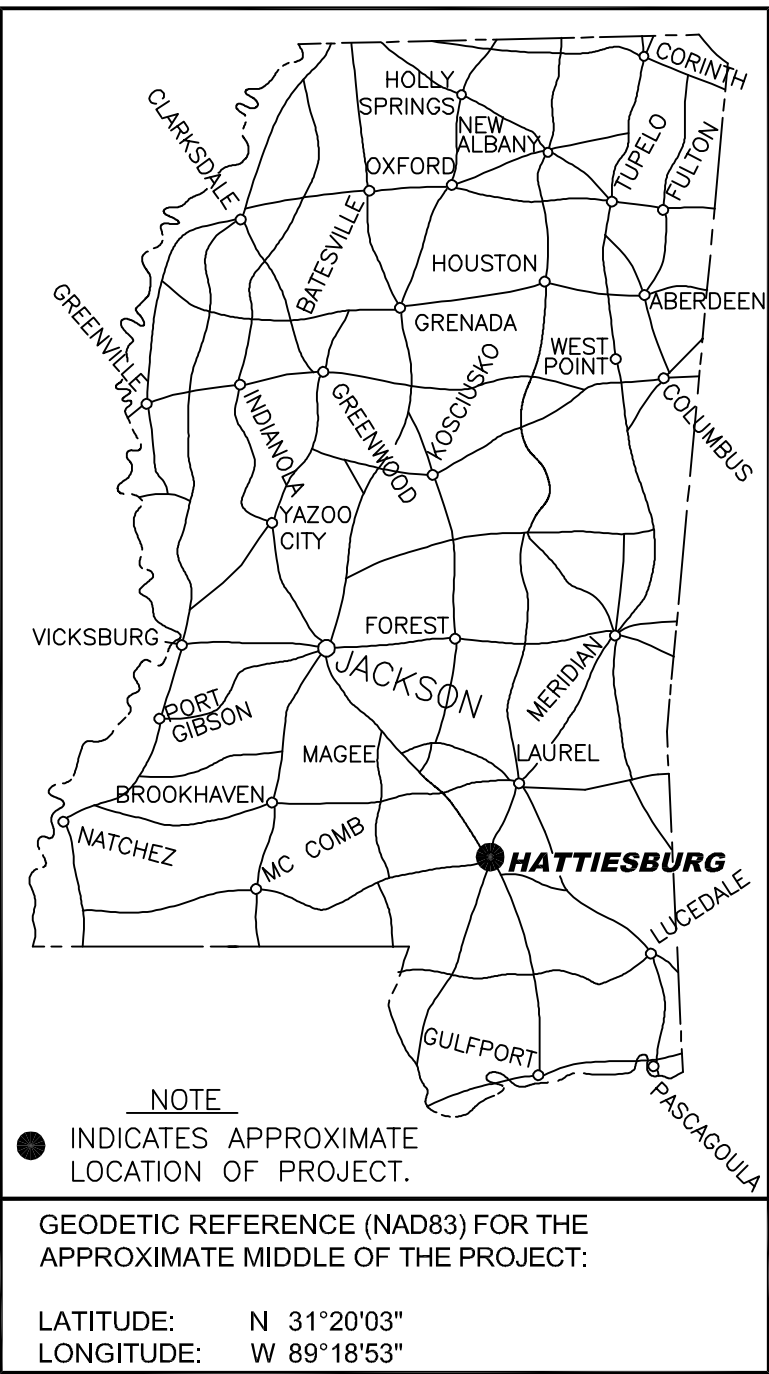
FOR THE

CITY OF HATTIESBURG

FORREST COUNTY
MISSISSIPPI

NOVEMBER 2020

NO.	DATE	DESCRIPTION	BY



PUBLIC UTILITIES

CABLE
COMCAST
2100 LINCOLN ROAD
HATTIESBURG, MS 39402
(601) 264-1188

POWER
MISSISSIPPI POWER, CO.
6356 U.S. HIGHWAY 49
HATTIESBURG, MS 39401
(601) 544-6511

TELEPHONE
AT&T
P.O. BOX 1191
HATTIESBURG, MS 39401
(601) 545-6424

UNITI FIBER
107 ST. FRANCIS STREET
SUITE 1800
MOBILE, AL 36602

WATER
CITY OF HATTIESBURG
WATER & SEWER DEPT.
900 JAMES STREET
HATTIESBURG, MS 39403
(601) 545-4530

TRAFFIC
CITY OF HATTIESBURG
TRAFFIC DEPT.
125 WALNUT ST
HATTIESBURG, MS 39401
(601) 545-4626

GAS
SPIRE INC.
315 MAIN STREET
HATTIESBURG, MS 39401
(601) 544-6001

TELEPAK DBA CSPIRE FIBER
1018 HIGHLAND COLONY PKWY
SUITE 420
RIDGELAND, MS 39157

SEWER
CITY OF HATTIESBURG
WATER & SEWER DEPT.
900 JAMES STREET
HATTIESBURG, MS 39403
(601) 545-4530

MAYOR

Toby Barker

COUNCIL PERSONS

Carter Carroll, President
Mary Dryden, Vice President
Jeffrey George
Deborah Denard Delgado
Nicholas Brown

DIRECTOR OF ENGINEERING

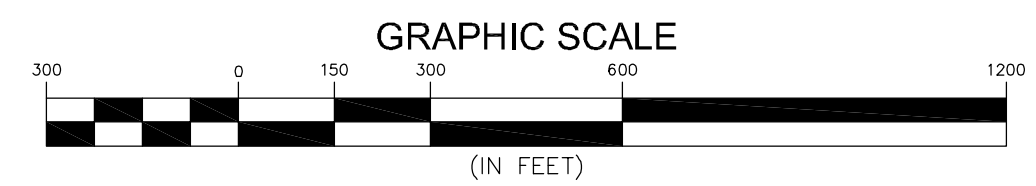
Lamar Rutland, PE

PREPARED BY:



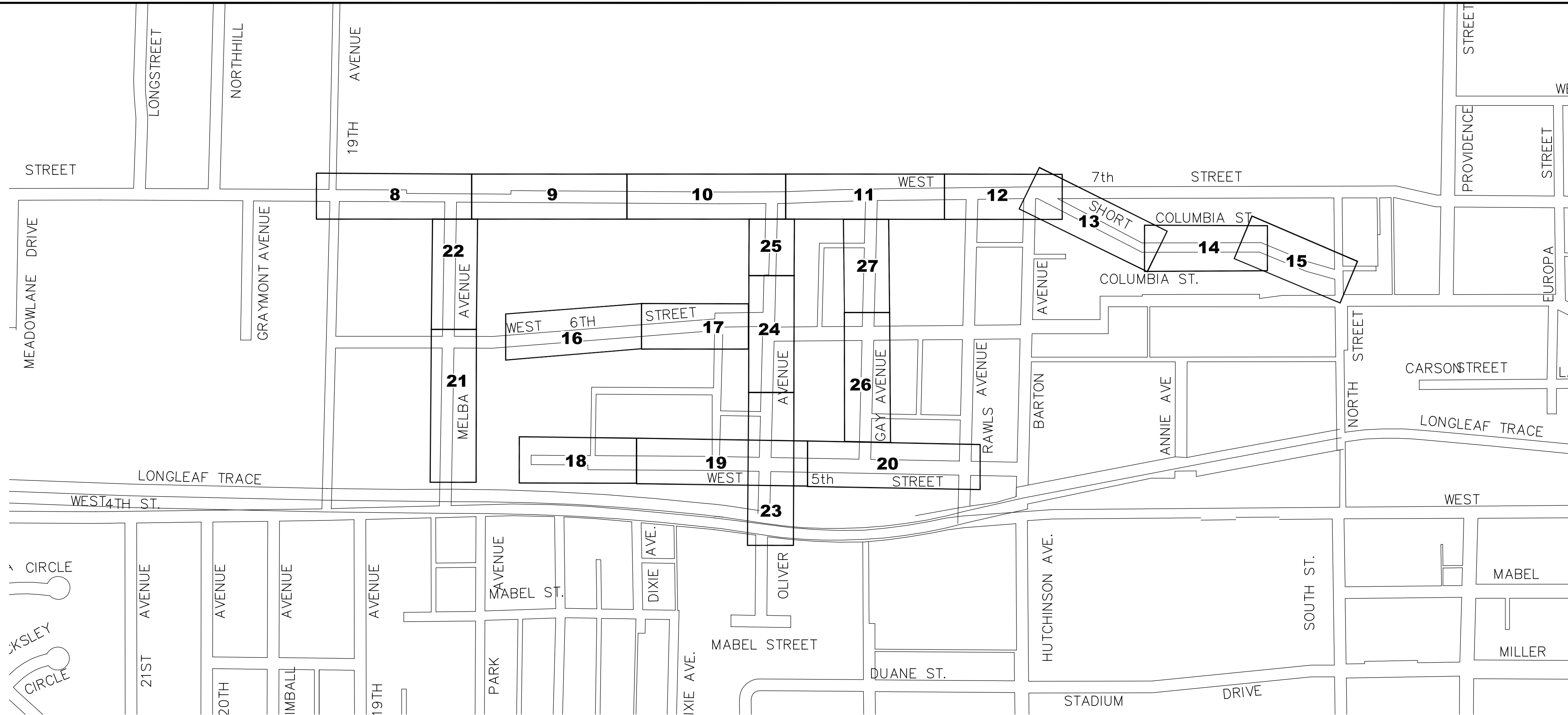
301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sd-w.com

Working No. CVR
Sheet No. 1
Drawing No.: 11290

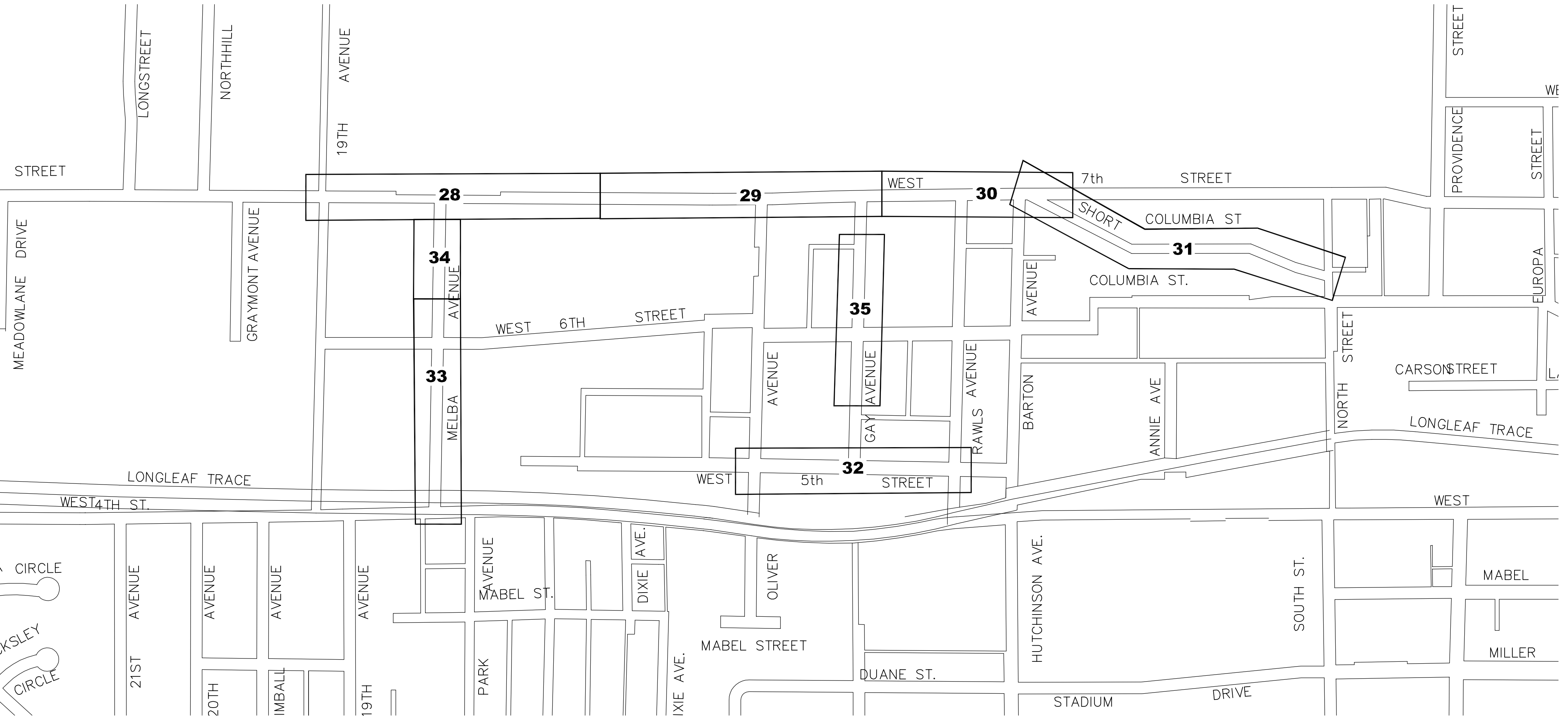


NO.	DATE		DESCRIPTION		BY
VICINITY MAP					
LONGLEAF NORTH INFRASTRUCTURE IMPROVEMENTS					
CITY OF HATTIESBURG					
FORREST COUNTY, MISSISSIPPI					
					
301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com					
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Date: 11-16-2020		Working No. ____ VM ____			
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SANITARY SEWER PLAN - SHEET KEY



WATER PLAN - SHEET KEY

ABBREVIATION LEGEND:

- ABND - ABANDONED
- APPURT - APPURTENANCES
- ASPH - ASPHALT
- BLDG - BUILDING
- CL CONST - CENTERLINE CONSTRUCTION
- CONC - CONCRETE
- CON. - CONNECTION
- CONT'D - CONTINUED
- CMP - CORRUGATED METAL PIPE
- OPP - CORRUGATED PLASTIC PIPE
- DIA - DIAMETER
- DR - DIAMETER RATIO
- DRV - DRIVE
- DI - DUCTILE IRON PIPE
- DS FL - DOWNSTREAM FLOW LINE
- E - EAST
- EXIST - EXISTING
- FES - FLARED END SECTION
- FL - FLOW LINE
- GRVL - GRAVEL
- HDPE - HIGH DENSITY POLYETHYLENE PIPE
- HYD - HYDRANT
- INCL - INCLUDING
- INV - INVERT
- LT - LEFT
- LF - LINEAR FEET
- MH - MANHOLE
- MIN - MINIMUM
- N - NORTH
- No. - NUMBER
- PRKG - PARKING
- PVC - POLYVINYL CHLORIDE PIPE
- RCAP - REINFORCED CONCRETE ARCHED PIPE
- RCP - REINFORCED CONCRETE PIPE
- REQ'D - REQUIRED
- RT - RIGHT
- ROW - RIGHT OF WAY
- SAN - SANITARY
- STA - STATION
- SWR - SEWER
- S - SOUTH
- TYP - TYPICAL
- US FL - UPSTREAM FLOW LINE
- VAR - VARIABLE
- W - WEST
- W/ - WITH

SYMBOL LEGEND:

- AIR CONDITIONER
- FENCE
- FIBER OPTIC PEDESTAL
- FIBER OPTIC PULL BOX
- FIRE HYDRANT
- FLOWER
- GAS INDICATOR POST
- GAS LINE
- GAS METER
- GAS VALVE
- GATE POST
- GENERATOR
- GROUND LANDSCAPE LIGHT
- HOSE BIBB
- IRRIGATION CONTROL VALVE
- LIGHT ON UTILITY POLE
- LIGHT ON DECORATIVE POLE
- MAILBOX
- METAL PIPE
- OVERHEAD UTILITY LINES
- OVERHEAD UTILITY LINES
- POLE GUY WIRE
- PROPERTY LINE
- SAN SWR CLEAN-OUT
- SAN SWR FORCE MAIN
- SAN SWR LINE
- SAN SWR MANHOLE
- SIGN
- SIGNAL
- STORM DRAIN MANHOLE
- TELEPHONE MANHOLE
- TELEPHONE PEDESTAL
- TREE LINE
- TREE OAK
- TREE CEDAR
- TREE PINE
- TREE SYCAMORE
- TREE CRAPE MYRTLE
- TREE MAPLE
- TREE BRADFORD PEAR
- TREE MAGNOLIA
- UNDERGROUND FIBER OPTIC LINE
- UNDERGROUND POWER LINE
- UNDERGROUND TELEPHONE LINE
- UTILITY METER ON POLE
- UTILITY POLE
- UTILITY PULL-BOX
- UTILITY SERVICE POLE
- WATER LINE
- WATER METER
- WATER TEST WELL
- WATER VALVE

NOTE

ALL ITEMS SHOWN HERE ARE EXISTING ON THE GROUND OR UNDERGROUND.

NO.	DATE	DESCRIPTION	BY
LEGEND, ABBREVIATIONS & SHEET KEY			
LONGLEAF NORTH INFRASTRUCTURE IMPROVEMENTS			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
 Engineering Progress			
301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: RES\SLS		Checked by: SEM	Scale: NONE
Date: 11-16-2020		Working No. KEY1	
Drawing No.: 11290		Sheet No. 3	

GENERAL NOTES

1.

ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL CODES.
2.

THE CONTRACTOR SHALL KEEP A SET OF CONSTRUCTION PLANS OF THE PROJECT ON THE JOB SITE SHOWING THE ACCURATE MEASUREMENTS AND ELEVATIONS OF THE "AS-BUILT" SYSTEM. THIS DATA WILL BE COLLECTED AND PUT ON THE DRAWINGS DAILY.
3.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETING THE ENTIRE PROJECT.
4.

CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MDOT, CITY OF HATTIESBURG AND/OR FORREST COUNTY FEES AND PERMITS ASSOCIATED WITH CONSTRUCTION.
5.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION STAKING AND THE LOCATION OF THE PROJECT. CONTROL COORDINATE SYSTEM AND ELEVATION CONTROL ARE SHOWN ON THE PLAN SHEETS.
6.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS OWN SUB-SURFACE SOIL INVESTIGATIONS.
7.

CONTRACTOR SHALL BE RESPONSIBLE FOR THE VERIFICATION OF ALL EXISTING TOPOGRAPHIC DATA AND ALL OTHER SITE CONDITIONS PRIOR TO THE BEGINNING OF CONSTRUCTION. ANY CONFLICT SHALL BE COORDINATED WITH THE CONTRACTOR, OWNER AND ENGINEER/ARCHITECT. THE ENGINEER CANNOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE.
8.

THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES WITHIN THE WORK AREA.
9.

ALL UNDERGROUND UTILITIES, FOR THE ENTIRE PROJECT, SHALL BE LOCATED BY THE CONTRACTOR AND UTILITY OWNERS PRIOR TO THE CONSTRUCTION OF THE PROJECT. ANY CONFLICTS SHALL BE COORDINATED BETWEEN CONTRACTOR, UTILITY OWNER AND ENGINEER.
10.

ALL CULVERT CROSS DRAINS AND SIDE DRAINS SHALL BE PROTECTED. ALL DRAINS AND DRAINAGE STRUCTURES INSIDE THE PROJECT AREA ON THESE PLANS SHALL BE CLEANED OF ALL FOREIGN MATTER, INCLUDING SILT, PRIOR TO COMPLETION OF THE PROJECT. REMOVAL AND REPLACEMENT, IF REQUIRED, SHALL BE PAID AS NOTED.
- 10.1.

ANY EXISTING CROSS DRAINS SHOWN TO BE REMOVED AND REPLACED SHALL BE REPLACED WITH NEW RCP AND SHALL BE INSTALLED AT THE SAME GRADE AS THE EXISTING CROSS DRAIN, UNLESS OTHERWISE NOTED OR DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSURING THAT THE GRADES OF THE REPLACED PIPE ARE CORRECT AND TO INSURE PROPER FLOW.
- 10.2.

ANY EXISTING SIDE DRAINS THAT CONFLICT WITH CONSTRUCTION SHALL BE REMOVED AND REPLACED WITH NEW CORRUGATED HDPE PIPE AND SHALL BE INSTALLED AT THE SAME GRADE AS THE EXISTING SIDE DRAIN, UNLESS OTHERWISE NOTED OR DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSURING THAT THE GRADES OF THE REPLACED PIPE ARE CORRECT AND TO INSURE PROPER FLOW.
- 10.3.

IF THE EXISTING DRAIN PIPES ARE CONNECTED TO INLETS, HEADWALLS OR ANY OTHER DRAINAGE STRUCTURES, THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECONNECTION TO THOSE STRUCTURES, UNLESS OTHERWISE NOTED OR DIRECTED BY THE ENGINEER. CONCRETE PIPE COLLARS SHALL BE USED AS WARRANTED, AS APPROVED BY THE ENGINEER. SOME INLETS MAY BE NOTED FOR REPLACEMENT ON THE PLANS AND SHALL BE REPLACED AS DETAILED.
- 10.4.

ANY EXISTING DRAINS THAT SHOWN TO BE REMOVED AND RESET SHALL BE REMOVED, SALVAGED AND RESET PER NEW PIPE INSTALLATION DETAILS CONTAINED HEREIN. ANY DAMAGE TO THE SALVAGED PIPE SHALL BE REPLACED AT NO ADDITIONAL COST TO THE PROJECT.
- 10.5.

THE CONTRACTOR SHALL TAKE CARE NOT TO DAMAGE THE EXISTING STORM DRAINAGE STRUCTURES DURING THE CONSTRUCTION PROCESS. ANY DAMAGE, OTHER THAN THAT NOTED ABOVE, SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- 10.6.

ABSOLUTELY NO NEW CORRUGATED METAL PIPE SHALL BE INSTALLED ON THIS PROJECT.
11.

THE COST OF CLEARING AND GRUBBING/REMOVAL AND DISPOSAL OF CLEARING AND GRUBBING MATERIAL SHALL BE PAID LUMP SUM, UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL BE FAMILIAR WITH THE EXTENT OF CLEARING REQUIRED PRIOR TO BIDDING. OFFSITE DISPOSAL AREAS ARE TO BE FURNISHED BY THE CONTRACTOR.
12.

PROPER MAINTENANCE OF STREETS, INCLUDING DUST CONTROL, SHALL BE STRICTLY ADHERED TO.
13.

MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION).
14.

THE CONTRACTOR SHALL PROVIDE PROPER TRAFFIC CONTROL SIGNS AND FLAGGERS TO MAINTAIN ONE LANE TRAFFIC DURING CONSTRUCTION, WHERE LANE CLOSURES ARE NEEDED, UNLESS OTHERWISE DIRECTED BY THE ENGINEER. SEE SHEET No. 6351 FOR TYPICAL LANE CLOSURE DETAILS. ANY ROAD CLOSURES SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL BY THE OWNER PRIOR TO IMPLEMENTATION.
15.

ALL DISTURBED UNPAVED AREAS SHALL BE RESTORED AS FOLLOWS:
- 15.1.

GRASSED AREAS SHALL RECEIVE SOLID SOD WHICH SHALL BE FERTILIZED AND WATERED AS PER THE VEGETATION SCHEDULE. PERMANENT ESTABLISHMENT OF GRASS GROWTH SHALL BE A REQUIREMENT BEFORE FINAL COMPLETION.
- 15.2.

ALL LANDSCAPED AREAS SHALL BE RESTORED IN KIND AND SHALL INCLUDE TOP SOIL (4" DEPTH MIN), WATERING, FERTILIZER AND MULCH, IF PRESENT (IN KIND), AS PER THE VEGETATION SCHEDULE. CONTRACTOR SHALL MATCH SPECIES AND SIZE AS CLOSE AS POSSIBLE. SUBSTITUTIONS SHALL BE ALLOWED ONLY BY WRITTEN APPROVAL FROM THE ENGINEER AND COORDINATION WITH THE AFFECTED PROPERTY OWNER.
16.

ALL EXISTING MAILBOXES, STREET SIGNS, FENCES, AND OTHER STRUCTURES LOCATED WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED, SALVAGED AND RESET AS DICTATED BY CONSTRUCTION ACTIVITIES. (NO SEPARATE PAY, UNLESS OTHERWISE NOTED OR DIRECTED BY THE ENGINEER). ALL ITEMS (INCLUDING REMOVAL OF OBSTRUCTIONS, REMOVAL AND RESET AND/OR REPLACEMENT OF STORM DRAIN STRUCTURES, ETC.) FOR WHICH NO PAY ITEM IS ESTABLISHED, SHALL BE INCLUDED IN THE COST OF THE PIPE LAYING OPERATION. (NO SEPARATE PAY).
17.

PAVED ROADS SHALL BE OPEN CUT AND REPAIRED AS DETAILED. CASING SHALL BE USED ONLY WHERE NOTED ON THE PLANS.
18.

ALL GRAVEL ROADS AND GRAVEL DRIVEWAYS SHALL BE OPEN CUT WITHOUT CASING, UNLESS OTHERMSE NOTED, AND REPLACED IN KIND.
19.

ALL PAVED DRIVEWAYS SHALL BE OPEN CUT WITHOUT CASING AND REPAIRED IN KIND, UNLESS OTHERWISE NOTED.
20.

CONTRACTOR SHALL PROVIDE ACCESS TO ALL BUSINESSES AND RESIDENCES AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE ALL DRIVEWAY CUTS AND EXCAVATION WITH THE OWNERS OF SAID DRIVEWAYS.
21.

ANY DAMAGE TO PAVED ROADS OR DRIVEWAYS, WHICH ARE OUTSIDE OF THE PROJECT LIMITS, SHALL BE REPAIRED IN KIND, AT THE CONTRACTOR'S EXPENSE.
22.

ALL TRENCHES IN PAVED AREAS SHALL BE REPAIRED AS DETAILED. CRUSHED AGGREGATE SHALL ALSO BE INSTALLED AND USED FOR A TEMPORARY SURFACE UNTIL SUCH TIME THAT THE PROJECT OWNER DECIDES TO ALLOW INSTALLATION OF PAVEMENT (SEE DETAILS). ALL CRUSHED AGGREGATE SHALL BE SIZE 610. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF EXISTING PAVEMENT AND OR CRUSHED AGGREGATE PRIOR TO PLACEMENT OF PAVEMENT IN PATCHED AREAS TO MAKE A SMOOTH JOINT WITH THE EXISTING PAVEMENT. SAW CUT TO FULL DEPTH OF EXISTING PAVEMENT SHALL BE REQUIRED ON ALL PAVEMENT REPAIR, UNLESS OTHERWISE DIRECTED. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING SURFACE IN AN ACCEPTABLE CONDITION UNTIL SUCH TIME AS FINAL PAVEMENT IS INSTALLED.
23.

PRIOR TO THE BEGINNING OF ANY EXCAVATION, ALL EXISTING PAVEMENT SHALL BE SCORED OR SAW CUT TO A DEPTH SUCH THAT A STRAIGHT AND UNIFORM VERTICAL EDGE IS ESTABLISHED PRIOR TO REMOVAL OF SAID PAVEMENT FROM THE PROJECT. IF VERTICAL EDGE IS DISTURBED, THEN A SECOND CUT SHALL BE REQUIRED PRIOR TO ASPHALT OR CONCRETE PATCHING. ALL ASPHALT OR CONCRETE SHALL BE REMOVED FROM THE PROJECT SITE PRIOR TO EXCAVATION PROCEDURES. (NO SEPARATE PAY FOR SAW CUTTING, DEBRIS REMOVAL, PAVEMENT REMOVAL AND DISPOSAL)
24.

ALL ROAD BORES SHALL BE IN ACCORDANCE TO THE DETAILS.
25.

ALL SELECT FILL MATERIAL SHALL MEET THE SPECIFICATIONS FOR CLASS 9, GROUP C AND MODIFIED TO CONSIST OF A PLASTICITY INDEX (PI) BETWEEN 5 AND 15. THE SELECT FILL MATERIAL SHALL BE INSTALLED AS DETAILED & AT THE DIRECTION OF THE ENGINEER OR HIS REPRESENTATIVE.
26.

WORK FOR THIS PROJECT REQUIRES EXCAVATION IN THE IMMEDIATE VICINITY OF TRAFFIC AND ADJACENT PROPERTIES. THEREFORE, THE RISK OF A FAILURE OCCURRING DURING THE EXCAVATION REQUIRES THAT EXTREME CAUTION BE EXERCISED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PLACING WHAT BRACING, SHORING OR GROUND SUPPORT SYSTEM THAT IS DEEMED NECESSARY TO PREVENT A FAILURE AND PROTECT THE PERSONS WORKING NEAR THE EXCAVATION, THE PUBLIC THAT MAY BE ABOVE THE EXCAVATION, OR ANY STRUCTURE ADJACENT TO THE EXCAVATION. ALL COSTS FOR ANY PROTECTIVE MEASURES INCLUDING THE MATERIALS AND LABOR FOR DESIGNING, DRAWING AND CONSTRUCTING THE FACILITY SHALL BE INCLUDED IN THE BID PRICE FOR CONTRACT ITEMS.
27.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING BRACING, SHORING OR ANY GROUND SUPPORT SYSTEM REQUIRED TO PREVENT A FAILURE FROM OCCURRING DURING EXCAVATION. ALL COST FOR ANY PROTECTIVE MEASURES, INCLUDING THE MATERIALS AND LABOR FOR DESIGNING AND CONSTRUCTING THE SUPPORT SYSTEM, SHALL BE INCLUDED IN THE BID PRICE FOR CONTRACT ITEMS.
28.

THE EROSION CONTROL DEVICES SHALL BE REQUIRED AS DIRECTED BY THE ENGINEER. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT SILT DOES NOT LEAVE THE CONSTRUCTION SITE OR CONTAMINATE WATERS OF THE U.S. DURING CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN THE PLAN DURING CONSTRUCTION UNTIL PERMANENT GRASS IS ESTABLISHED OR THE DISTURBED SURFACE IS PAVED.

29.

THE CONTRACTOR SHALL ADHERE TO ALL MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY REQUIREMENTS FOR EROSION CONTROL AND ANY OTHER PERTINENT GUIDELINES.
30.

CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MATERIAL TESTING BY AN INDEPENDENT LABORATORY APPROVED BY THE ENGINEER AND/OR OWNER.
31.

MATERIAL SUBMITTALS SHALL BE MADE TO OWNER THROUGH THE ENGINEER PRIOR TO USE FOR APPROVAL.
32.

ALL WATER AND SEWER SYSTEMS, INCLUDING SERVICES, INSTALLED ON THIS PROJECT SHALL REQUIRE A TRACER WIRE SYSTEM.
33.

THE CONTRACTOR SHALL HAVE A COMPETENT AND EXPERIENCED SUPERINTENDENT ON SITE AT ALL TIMES. THE SUPERINTENDENT SHALL NOT OPERATE EQUIPMENT WHILE ON THE PROJECT SITE. WORK ON THE PROJECT SHALL STOP IF THE ASSIGNED PROJECT SUPERINTENDENT IS NOT ON SITE.
34.

MANHOLE LIDS, FIRE HYDRANTS & VALVES NOTED FOR REMOVAL IN THESE PLANS, SHALL BE SALVAGED FOR THE OWNER. ALL SALVAGED ITEMS SHALL BE CLEANED BY POWER WASHING. SAID ITEMS SHALL BE STACKED AND SECURED ON PALLETS. SAID ITEMS SHALL BECOME THE PROPERTY OF THE OWNER AND DELIVERED TO A SITE DETERMINED BY THE OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SECURITY OF SAID ITEMS PRIOR TO DELIVERY TO THE OWNER AND FOR REPLACEMENT, IN KIND, FOR ANY MISSING ITEMS. (NO SEPARATE PAY)
35.

ALL MATERIALS FOR THE PROJECT SHALL BE A PRODUCT OF THE U.S.A.

SEWER NOTES:

1.

NO PIPE SHALL BE LAID IN THE PRESENCE OF WATER. NO MANHOLE OR WET WELL SHALL BE SET IN THE PRESENCE OF WATER.
2.

WELL POINTS, IF REQUIRED, SHALL BE INCLUDED IN THE COST OF THE PIPING LAYING OPERATION.
3.

WHERE THE WATER MAIN IS WITHIN 10 FEET OF A SEWER MAIN HORIZONTALLY, THE BOTTOM OF THE WATER MAIN SHALL BE AT LEAST 18" FROM THE TOP OF THE SEWER MAIN, UNLESS OTHERWISE NOTED.
4.

THE FINISHED ELEVATION OF ALL MANHOLE TOPS FOR MANHOLES TO BE CONSTRUCTED IN PAVED AREAS SHALL BE AT EXISTING PAVEMENT ELEVATION OR AS DIRECTED BY THE ENGINEER. MANHOLE AND PIPE ELEVATIONS SHALL BE TAKEN FROM CUT SHEETS FURNISHED BY THE CONTRACTOR FOR APPROVAL BY THE ENGINEER AT LEAST SEVEN (7) DAYS PRIOR TO CONSTRUCTION. PAYMENT FOR SEWER WILL BE BASED ENTIRELY ON THE ENGINEER APPROVED CUT SHEETS.
5.

MANHOLES SHALL HAVE 20 MIL. COAL TAR EPOXY COATING ON THE INSIDE, UNLESS OTHERWISE NOTED. DUCTILE IRON PIPE SHALL BE LINED AS NOTED IN THE SPECIFICATIONS.
6.

ALL SEWER MAINS, SERVICE LINES AND FITTINGS SHALL BE SDR 26 PVC AND OF THE SIZE AS NOTED IN THESE PLANS, UNLESS OTHERWISE NOTED. ALL FITTINGS REQUIRED FOR DUCTILE IRON OR PVC PIPE SHALL BE INCLUDED IN THE APPROPRIATE BID ITEM FOR THE PIPE AND AT NO ADDITIONAL COST TO THE PROJECT EXCEPT SERVICE TEE'S AND CLEANOUTS. CLEANOUTS SHALL INCLUDE TEE, SERVICE CAP, CONCRETE RING, TRAFFIC COVER IF NEEDED, AND ANY PIPE LENGTH NEEDED TO BRING CLEANOUT TO SURFACE GRADE. ALL CLEANOUTS LOCATED IN PAVED AREAS SHALL BE INSTALLED WITH A TRAFFIC LOAD RATED FRAME AND COVER SET FLUSH WITH PAVEMENT. (NO SEPARATE PAY)
7.

ALL DUCTILE IRON PIPE SHALL BE LOCKING JOINT TYPE AND OF THE SIZE AS NOTED ON THESE PLANS.
8.

INFILTRATION/EXFILTRATION ON NEWLY INSTALLED SEWER MAIN SHALL BE REQUIRED AS DIRECTED. MANDREL TESTS SHALL BE REQUIRED ON ALL SEWER MAIN INSTALLED. CONTRACTOR SHALL BE REQUIRED TO PULL A MANDREL FOR TESTING PURPOSES IN ALL SEWER LINES INSTALLED ON THE PROJECT PRIOR TO FINAL ACCEPTANCE. MANDREL TEST SHALL BE PERFORMED IN LIVE OR BYPASS PUMPED SEWER AS NECESSARY AT THE DISCRETION OF THE ENGINEER
9.

ALL MANHOLES SHALL BE 48" IN DIAMETER, WITH ECCENTRIC TOP CONE SECTIONS, UNLESS OTHERWISE NOTED. (SEE PLAN AND PROFILE SHEETS FOR PROPER SIZING)
10.

ALL SINGLE DROPS FOR SEWER PIPE 8" AND UNDER IN DIAMETER SHALL BE PLACED INSIDE THE MANHOLE AS DETAILED. ALL MULTIPLE DROPS OR DROPS FOR SEWER PIPE OVER 8" IN DIAMETER SHALL BE PLACED OUTSIDE OF THE MANHOLE AS DETAILED, UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
11.

THE CONTRACTOR SHALL ADHERE TO ALL MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY REQUIREMENTS FOR SANITARY SEWER CONSTRUCTION CONTROL AND ANY OTHER PERTINENT GUIDELINES.
12.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR BY-PASS PUMPING AS REQUIRED BY THE ENGINEER. (NO SEPARATE PAY)
13.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECONNECTING ANY SEWER SERVICE LINES WHICH ARE CUT AND/OR REMOVED DURING THIS PROJECT, UNLESS OTHERWISE NOTED.
- 13.1.

ALL SERVICE CONNECTIONS SHOWN ON THE PLAN SHEETS SHALL BE CONNECTED TO THE PROPOSED SEWER LINE, UNLESS NOTED OTHERWISE OR DIRECTED BY THE ENGINEER.
- 13.2.

FLEXIBLE COUPLINGS SHALL BE USED ONLY WITH ENGINEER'S APPROVAL.
- 13.3.

THE CONTRACTOR SHALL VERIFY THE LOCATION AND FLOWLINE ELEVATION OF THE SERVICE CONNECTION POINTS AT EACH STRUCTURE PRIOR TO CONSTRUCTION. LENGTH OF SERVICE CONNECTIONS MAY VARY FROM WHAT IS SHOWN DUE TO LOCATION OF SERVICE CONNECTION POINT.
- 13.4.

THE MINIMUM GRADE FOR SEWER SERVICE CONNECTIONS SHALL BE 0.50% SERVICE CONNECTION TO MAIN, TEE'S, REDUCERS, CONNECTIONS TO EXISTING SERVICE AND ANY OTHER FITTINGS NECESSARY TO MAKE THE CONNECTION SHALL BE PAID PER EACH CONNECTION. SERVICE LINE SHALL BE PAID BY LINEAR FOOT.
- 13.5.

CLEANOUTS SHALL BE PAID PER EACH. CLEANOUTS FOR SANITARY SEWER SERVICES SHALL BE PLACED AT THE RIGHT OF WAY LINE (AS DETAILED), AT EVERY TURN AND CHANGE IN GRADE, UNLESS OTHERWISE NOTED OR DIRECTED BY THE ENGINEER.
- 13.6.

SERVICE CONNECTIONS NOTED ON THESE PLANS ARE LOCATED BASED ON FIELD EVIDENCE, INSPECTION REPORTS AND OTHER INFORMATION THAT IS AVAILABLE TO THE ENGINEER. THE LOCATION OF ANY SERVICE NOTED AS "FIELD VERIFY" IS QUESTIONABLE AND SHOULD BE VERIFIED PRIOR TO CONSTRUCTION OF THE MAIN LINE.
14.

ALL SERVICE CONNECTIONS (FOR ALL UTILITY TYPES) WHICH ARE TEMPORARILY DISCONNECTED DUE TO CONSTRUCTION REQUIREMENTS, DAMAGED OR OTHERWISE DISCONNECTED DURING CONSTRUCTION, SHALL BE REPAIRED IN KIND AT THE CONTRACTOR'S EXPENSE, UNLESS OTHERWISE DIRECTED. (NO SEPARATE PAY). SERVICE INTERRUPTIONS SHALL BE COORDINATED WITH THE UTILITY OWNER AND THE AFFECTED STRUCTURE OWNER. EXCEPTION 1: WATER SERVICE CONNECTIONS WHICH ARE DEGRADED BEYOND REPAIR, LEAKING, BROKEN, ETC. PRIOR TO CONSTRUCTION, SHALL BE DOCUMENTED, REPORTED TO THE ENGINEER, REPAIRED AND PAID AS OUTLINED IN THE BID PROPOSAL (SIZE TO MATCH EXISTING). EXCEPTION 2: ANY OTHER SERVICE CONNECTIONS, EXCEPT WATER & SEWER, WHICH ARE DEGRADED BEYOND REPAIR, LEAKING, BROKEN, ETC. PRIOR TO CONSTRUCTION, SHALL BE DOCUMENTED, REPORTED TO THE ENGINEER AND REPORTED TO THE UTILITY OWNER.
15.

THE CONTRACTOR SHALL NOTE MINIMUM GRADES FOR VARIOUS LOCATIONS OF PROPOSED SEWER LINES WITHIN THE PROJECT. THE CONTRACTOR SHALL HAVE THE EXPERTISE TO INSTALL PIPING ON THESE GRADES. ANY INSTALLED PIPE FOUND TO HAVE MORE THAN 1/4" OF STANDING WATER SHALL BE REMOVED AND RE-LAID AT THE CONTRACTOR'S EXPENSE.
16.

ALL BEDDING MATERIAL FOR ALL PIPE SHALL BE ABSORBED IN THE PRICE OF THE PIPE LAYING OPERATION.
17.

ALL MANHOLES LOCATED IN FLOOD ZONES SHALL HAVE BOLTED LIDS AND FRAMES AS SHOWN ON PLANS.
- SPECIAL SEWER ABANDONMENT / REMOVAL NOTES:
1.

ALL EXISTING MANHOLES NOTED TO BE REMOVED SHALL BE REMOVED ENTIRELY. REMOVED ITEMS SHALL BE DISPOSED OF APPROPRIATELY.
2.

ALL EXISTING MANHOLES NOTED TO BE ABANDONED, SHALL BE PAID FOR PER EACH AND SHALL BE MODIFIED AS FOLLOWS:

2.1.

REMOVE AND DISPOSE OF SANITARY WASTE.

2.2.

REMOVE COVER, FRAME AND THE TOP 36" OF MANHOLE STRUCTURE. DISPOSE OF REMOVED OBJECTS APPROPRIATELY.

2.3.

FILL THE MANHOLE WITH SAND.

2.4.

CAP THE MANHOLE WITH 3000 PSI, NON-REINFORCED CONCRETE (6" DEPTH).

2.5.

BACKFILL WITH NATIVE SOIL MATERIAL AND/OR FILL MATERIAL (CL B9) AND COMPACT. GRADE TO DRAIN AS REQUIRED. GRASS DISTURBED AREA OR REPAIR PAVEMENT AREAS.
3.

ALL EXISTING SEWER PIPES NOTED TO BE REMOVED, SHALL BE REMOVED ENTIRELY. (NO SEPARATE PAY)
4.

ALL EXISTING SEWER PIPES NOTED TO BE ABANDONED SHALL BE PAID FOR BY LINEAR FOOT AND SHALL BE MODIFIED AS FOLLOWS:

4.1.

REMOVE AND DISPOSE OF SANITARY WASTE.

4.2.

FILL THE PIPE WITH FLOWABLE FILL.

4.3.

PLUG ENDS.
5.

WHERE ABANDONED SEWER PIPES AND/OR MANHOLES CONFLICT WITH THE NEW CONSTRUCTION, THE EXISTING PIPE OR MANHOLE SHALL BE REMOVED, UNLESS NOTED OTHERWISE OR DIRECTED BY THE ENGINEER.

WATER NOTES

1.

ALL WORK ITEMS FOR WHICH NO PAY ITEMS ARE ESTABLISHED SHALL BE ABSORBED IN THE COST OF THE PIPE LAYING OPERATION.
2.

NO PIPE SHALL BE LAID IN THE PRESENCE OF WATER.
3.

WHERE THE WATER MAIN IS WITHIN 10 FEET OF A SEWER MAIN HORIZONTALLY, THE BOTTOM OF THE WATER MAIN SHALL BE AT LEAST 18" FROM THE TOP OF THE SEWER MAIN, UNLESS OTHERWISE NOTED.
4.

ALL STEEL CASINGS SHALL BE 0.250" WALL THICKNESS, UNLESS OTHERWISE NOTED, AND OF THE SIZE AS NOTED ON THESE PLANS.
5.

ALL ROAD BORES SHALL BE IN ACCORDANCE TO THE DETAILS.
6.

ALL WATER PIPE SHALL BE DUCTILE IRON, CLASS 350, AND/OR HDPE DR 11, 200 PSI, AS NOTED ON PLANS.
7.

ALL FITTINGS AND VALVES SHALL BE DUCTILE IRON WITH CONCRETE THRUST BLOCK AT ALL BENDS AND SECURED TOGETHER WITH MEGA LUG CONNECTIONS. ALL TEES AND VALVES SHALL BE SECURED TOGETHER AS ONE UNIT. VALVES AND FIRE HYDRANTS SHALL BE SECURED TOGETHER BUT SEPARATE FROM THE TEE AND OTHER VALVES. ALL FITTINGS, EXCEPT VALVES SHALL BE ABSORBED ITEMS.
8.

ALL BENDS SHOWN IN THE PROPOSED WATERLINE SHALL BE ACCOMPLISHED THROUGH THE USE OF THE REQUIRED FITTINGS (22.5', 30', 45'...). SINGLE 90' BEND FITTINGS SHALL NOT BE PERMITTED UNLESS SPECIFICALLY NOTED ON THE PLANS AND/OR APPROVED BY THE ENGINEER. 90' BENDS SHALL BE ACCOMPLISHED BY USING MULTIPLE SMALLER BEND FITTINGS. BENDS SHOWN ON THE PLAN SHEETS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO BIDDING AND CONSTRUCTION. ONLY MAJOR BENDS ARE SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FITTINGS NECESSARY TO INSTALL THE PROPOSED WATER LINE. (NO SEPARATE PAY) TEES AND CROSSES SHALL BE PAID FOR UNDER THE CONNECTION ITEM.
9.

ALL PROPOSED FIRE HYDRANTS SHOWN FOR INSTALLATION ON THE PLANS SHEETS SHALL BE 3-WAY HYDRANTS AS DETAILED. ALL HYDRANTS SHALL BE SAFETY YELLOW IN COLOR FROM THE MANUFACTURER. ACCEPTABLE FIRE HYDRANTS SHALL BE M & H, MUELLER AND AMERICAN DARLING.
10.

FULL LENGTH PIPE SECTIONS ARE REQUIRED BEFORE AND AFTER ALL FITTINGS.
11.

ALL VALVES NOTED ON THESE PLANS SHALL BE GATE VALVES.
12.

ALL EXISTING WATER LINES NOTED FOR ABANDONMENT ON THIS PROJECT SHALL BE COMPLETELY DISCONNECTED FROM THE EXISTING SYSTEM AND CAPPED.
13.

PRESSURE TESTS SHALL BE REQUIRED ON ALL WATER MAIN INSTALLED.
14.

ALL NEW CONSTRUCTION SHALL BE FLUSHED WITH CLOSE SUPERVISION OF THE SYSTEM OPERATOR.
15.

ALL BACTI-SAMPLES SHALL BE TAKEN BY THE SYSTEM OPERATOR OR HIS REPRESENTATIVES. ANY AND ALL SAMPLING FEES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
16.

WATER SERVICE NOTES:

16.1.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL EXISTING WATER METERS ALONG ALL STREETS WITHIN THE PROJECT AREA WHICH ARE NOTED FOR WATER MAIN CONSTRUCTION. SOME METERS MAY NOT HAVE BEEN LOCATED DURING THE DESIGN PHASE OF THIS PROJECT DUE TO FIELD CONDITIONS. HOWEVER, ALL METERS WITHIN THE PROJECT AREA SHALL BE RECONNECTED.

16.2.

UNLESS OTHERWISE NOTED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECONNECTING ANY SERVICE, WHICH IS PRESENTLY CONNECTED TO AN EXISTING WATER MAIN THAT IS NOTED FOR ABANDONMENT ON THIS PROJECT, TO AN ADJACENT PROPOSED WATER LINE (SEE PLAN SHEETS).

16.3.

A CRITERIA FOR THIS PROJECT IS TO ELIMINATE UNDER SIZED (UNDER 4" DIAMETER) WATER MAINS WITHIN THE PROJECT AREA. WATER SERVICES SHALL BE RECONNECTED TO AN ADJACENT EXISTING LARGE WATER MAIN (4" DIAMETER AND OVER).

16.4.

SERVICE CONNECTIONS SHALL INCLUDE (BUT MAY NOT BE LIMITED TO) TAPPING SADDLE, CORPORATION STOP AND/OR ALL NECESSARY FITTINGS. SERVICE RECONNECTIONS SHALL BE PAID PER EACH AS OUTLINED IN THE BID DOCUMENTS. SERVICE CONNECTION SHALL INCLUDE CONNECTION TO THE MAIN AND THE CONNECTION TO NEW OR EXISTING WATER METERS. SERVICE LINE (LENGTH AS REQUIRED) OF MATCHING SIZE SHALL BE PAID PER LINEAR FOOT AS OUTLINED IN THE CONTRACT DOCUMENTS.

16.5.

NEW SERVICE CONNECTIONS SHALL BE INSTALLED AS ONE CONTINUOUS PIPE FROM THE WATER MAIN TO THE METER. SPLICES SHALL NOT BE ALLOWED. THE ENTIRE SERVICE BETWEEN THE METER AND THE NEW MAIN SHALL BE REPLACED. SERVICE LINE BORES SHALL BE PAID SEPARATELY.

16.6.

METERS SHALL ONLY BE INSTALLED WHERE NOTED ON THE PLANS AND SHALL BE PAID SEPARATELY. METERS SHALL MATCH SERVICE LINE SIZE. ALL NEW WATER METERS SHALL BE BADGER RADIO READ. ALL SERVICE FITTINGS SHALL BE FORD BRAND, ONLY.

16.7.

THE CONTRACTOR SHALL TAKE NOTE THAT THERE ARE SERVICES SHOWN ON THE PLANS TO BE DISCONNECTED FROM EXISTING WATER MAINS AND RECONNECTED TO AN EXISTING WATER MAIN. THIS SERVICE CONNECTION ITEM SHALL BE PAID UNDER "RECONNECTION OF WATER SERVICE" AND SHALL INCLUDE TAPPING SADDLE, CORPORATION STOP AND/OR ALL NECESSARY FITTINGS. SERVICE CONNECTION SHALL INCLUDE CONNECTION TO THE EXISTING MAIN AND THE CONNECTION TO THE EXISTING METER. THE ENTIRE SERVICE BETWEEN THE METER AND THE EXISTING MAIN SHALL BE REPLACED. SERVICE LINE (LENGTH AS REQUIRED) OF MATCHING SIZE SHALL BE PAID PER LINEAR FOOT AS OUTLINED IN THE CONTRACT DOCUMENTS. SERVICE LINE BORES SHALL BE PAID SEPARATELY.

16.8.

ALL NEW WATER METERS, IF REQUIRED, SHALL BE BADGER RADIO READ. ALL SERVICE FITTINGS SHALL BE FORD BRAND, ONLY.

NO.	DATE	DESCRIPTION	BY
GENERAL NOTES			
LONGLEAF NORTH INFRASTRUCTURE IMPROVEMENTS			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
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LEGEND:

-  - SEWER MAIN & SERVICES REPLACEMENT & WATER SERVICE REPLACEMENT (ONLY)
 - SEWER MAIN & SERVICES REPLACEMENT
 - WATER & SEWER MAINS & SERVICES REPLACEMENT
 - WATER MAIN & SERVICES REPLACEMENT

NO.	DATE	DESCRIPTION	BY

PROJECT SCOPE MAP

LONGLEAF NORTH INFRASTRCTURE IMPROVEMENTS
CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

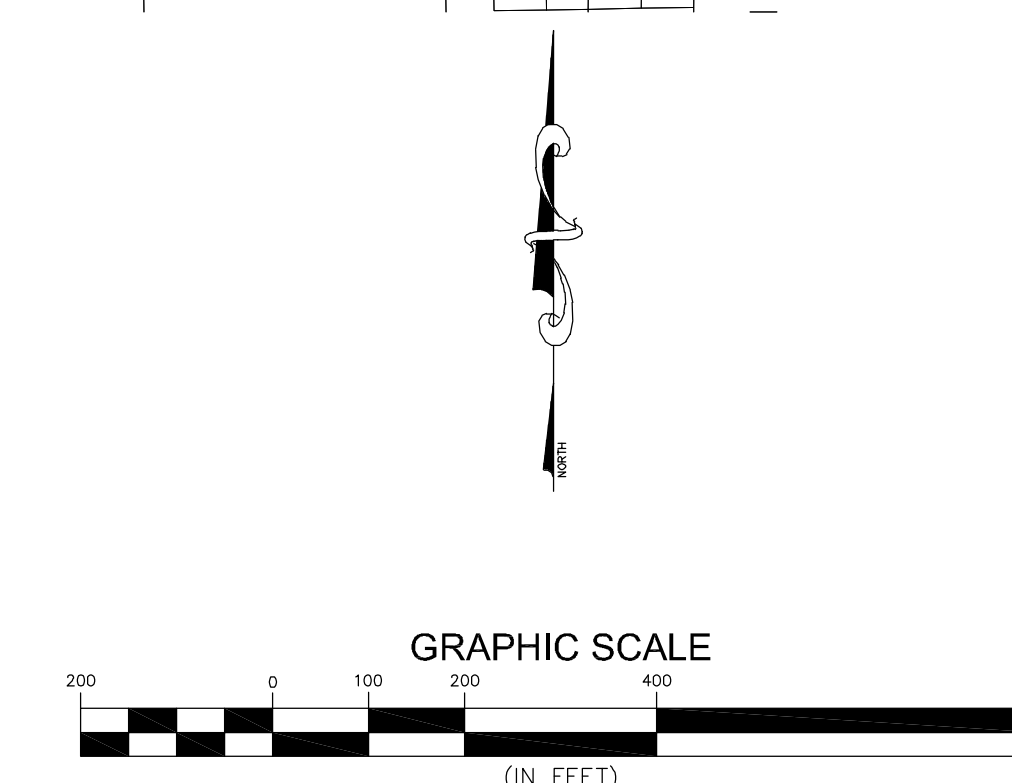


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Drawn by: RES\SLS	Checked by: SEM	Scale: AS NOTED
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Date: 11-16-2020	Working No. PSM1
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Drawing No.: 11290	Sheet No. 5
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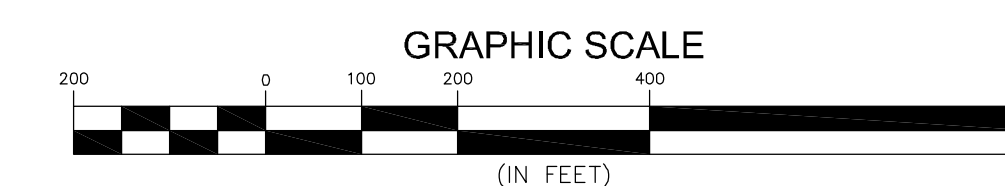




ABND	– ABANDONED
EX	– EXISTING
RMV	– REMOVED
TP	– THIS PROJECT

SEWER SYSTEM MAP
LONGLEAF NORTH INFRASTRUCTURE IMPROVEMENTS CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI

Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com	
Drawn by: RES\SLS	Checked by: SEM
Scale: AS NOTED	
Date: 11-16-2020	Working No. <u>PSM2</u>
Drawing No.: 11290	Sheet No. <u>6</u>



EARL RANDLE
OWNER
707 19TH AVENUE

JEREMY GRAVES
OWNER
511 WEST 7TH STREET

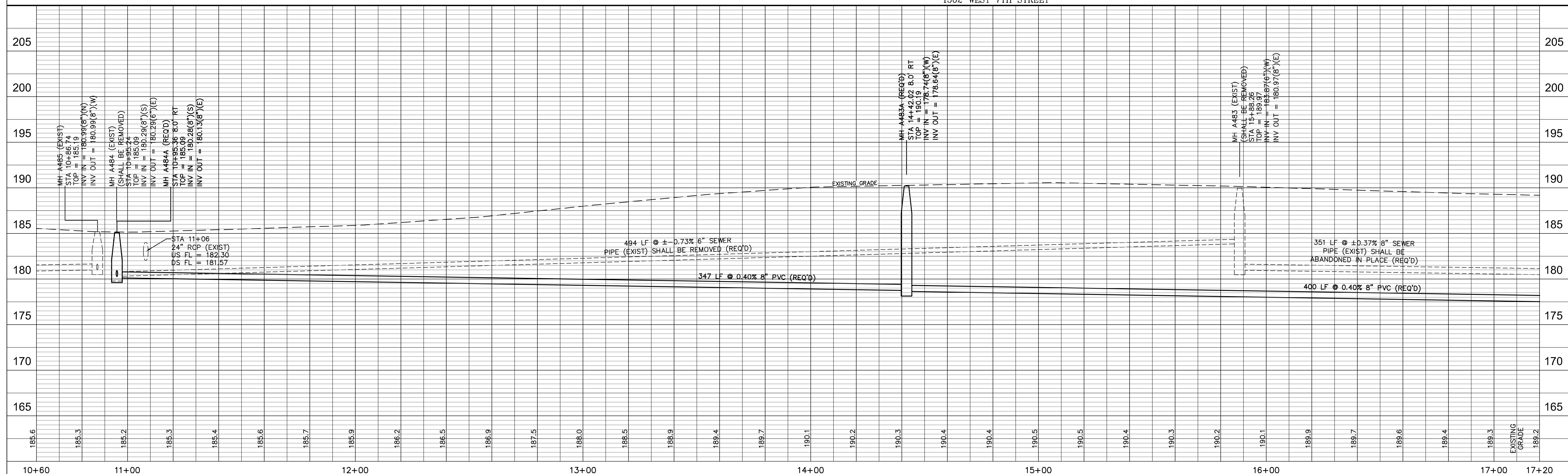
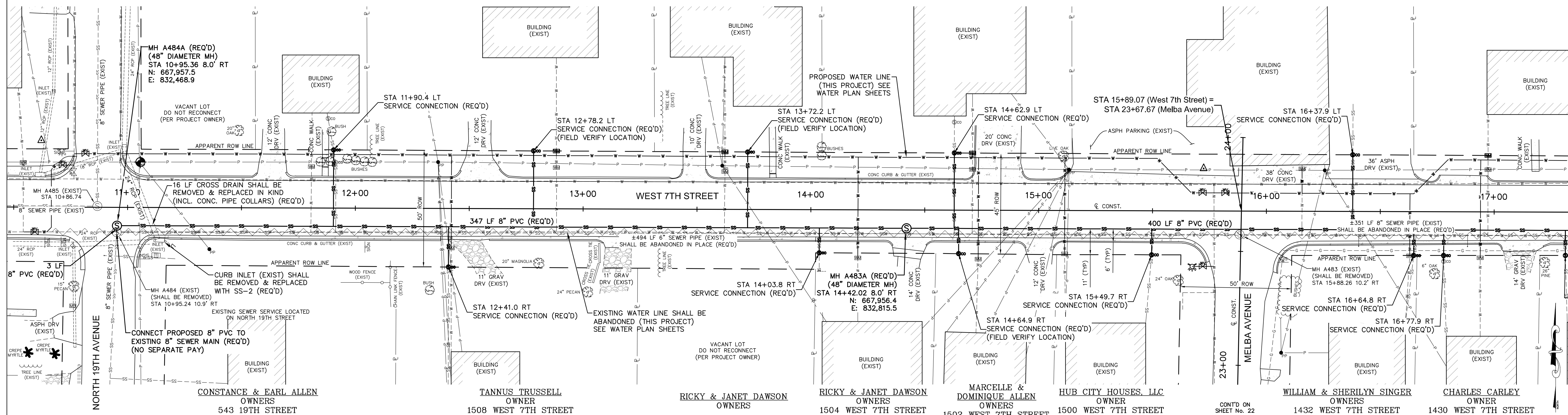
OHEN PROPERTIES, LLC
OWNER
1509 WEST 7TH STREET

DEBORAH McDONALD
OWNER
1507 WEST 7TH STREET

TERRY & JESSE JORDAN
OWNERS
1505 WEST 7TH STREET

THERON & ELANE LOTT
OWNERS
1503 WEST 7TH STREET

THERON & ELANE LOTT
OWNERS
1501 WEST 7TH STREET

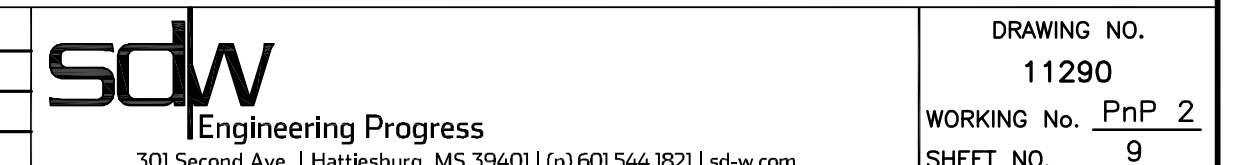


WEST 7TH STREET STA 10+60 - STA 17+20

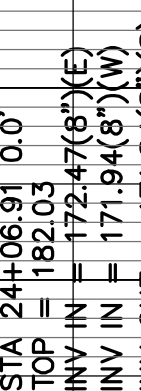
LONGLEAF NORTH AREA INFRASTRUCTURE IMPROVEMENTS
HATTIESBURG, MISSISSIPPI

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			DATE: 11-16-2020		
			CHECKED BY: SEM		WORKING NO. PnP 1
DATE	REVISION	BY	SCALE: 1"=20' H, 1"=5' V		SHEET NO. 8

UH STORAGE, LP
OWNER
206 WEST 7TH STREET



CECIL LAWENCE, INC
OWNER
CEMETERY

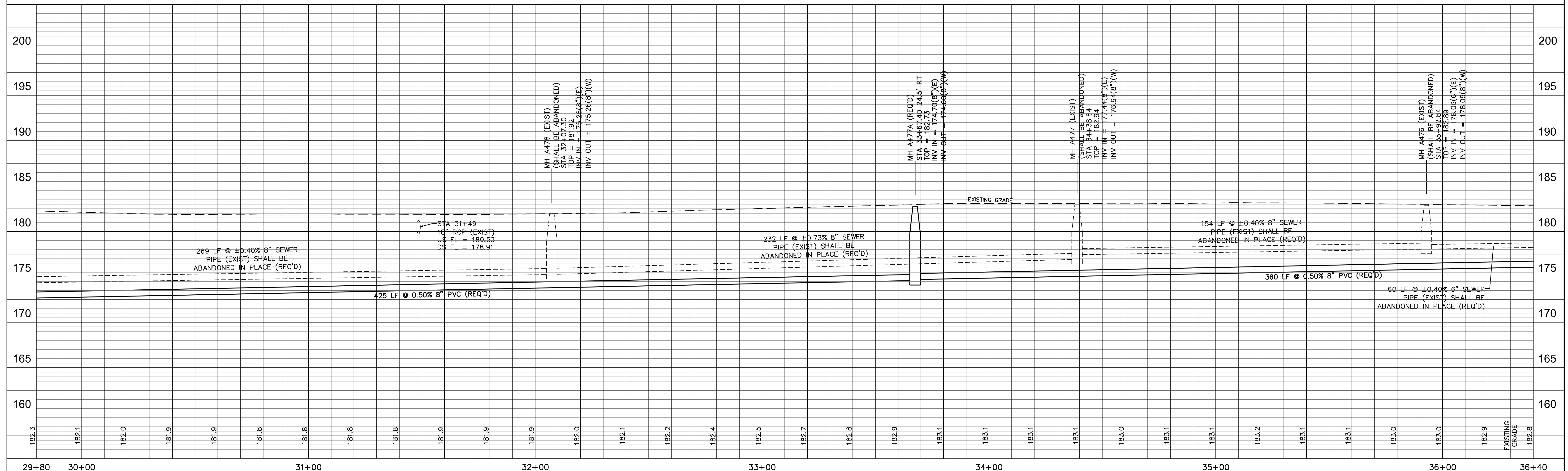
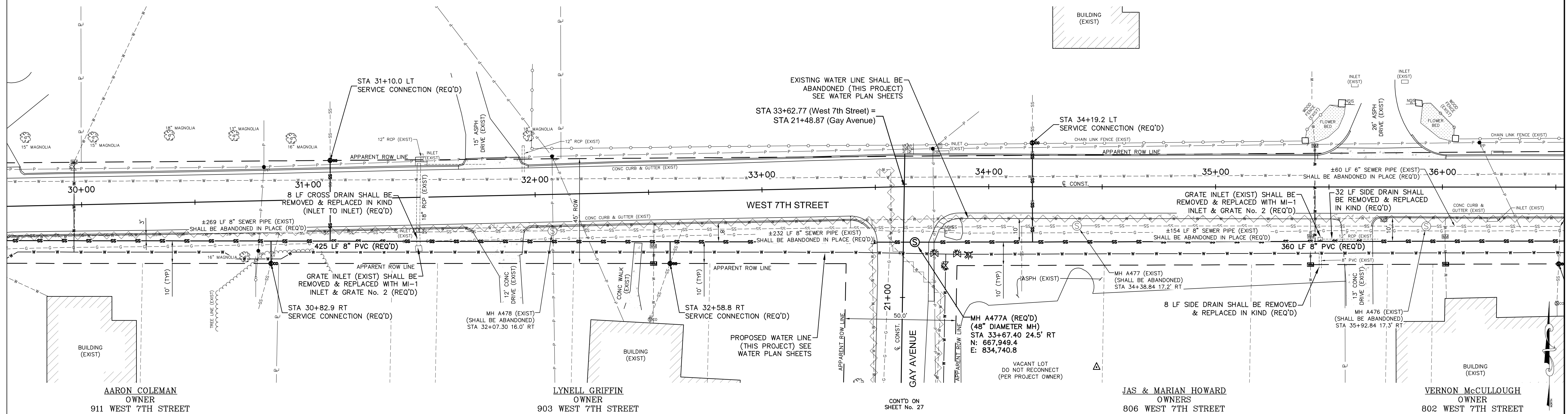


DRAWING NO.	11290
WORKING No.	PnP 3
SHEET NO.	10

CONTROL MONUMENT <u>4</u>	BENCH MARK ELEVATION <u>182.60</u>
1/2" REBAR W/ CAP	1/2" REBAR W/ CAP
N 667,894.28	<u>79.5 FT RT STA. 34+47.61</u>
E 834,820.99	
<u>79.5 FT RT STA. 34+47.61</u>	

CECIL LAWRENCE, INC
OWNER
1202 WEST 7TH STREET
CEMETERY

CECIL LAWRENCE, INC
OWNER
1202 WEST 7TH STREET
CEMETERY



WEST 7TH STREET STA 29+80 - STA 36+40

LONGLEAF NORTH AREA INFRASTRUCTURE IMPROVEMENTS
HATTIESBURG, MISSISSIPPI

	DRAWN BY: RES\SLS
	DATE: 11-16-2020
	CHECKED BY: SEM
	SCALE: 1"=20' H, 1"=5'

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DRAWING NO.
11290
WORKING No. PnP 4
SHEET NO. 11

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CONTROL MONUMENT	-S-	BENCH MARK ELEVATION	172.49
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N 667,951.25		N 667,951.25	
E 835,630.22		E 835,630.22	
22.0 FT RT STA 42+56.80		22.0 FT RT STA 42+56.80	

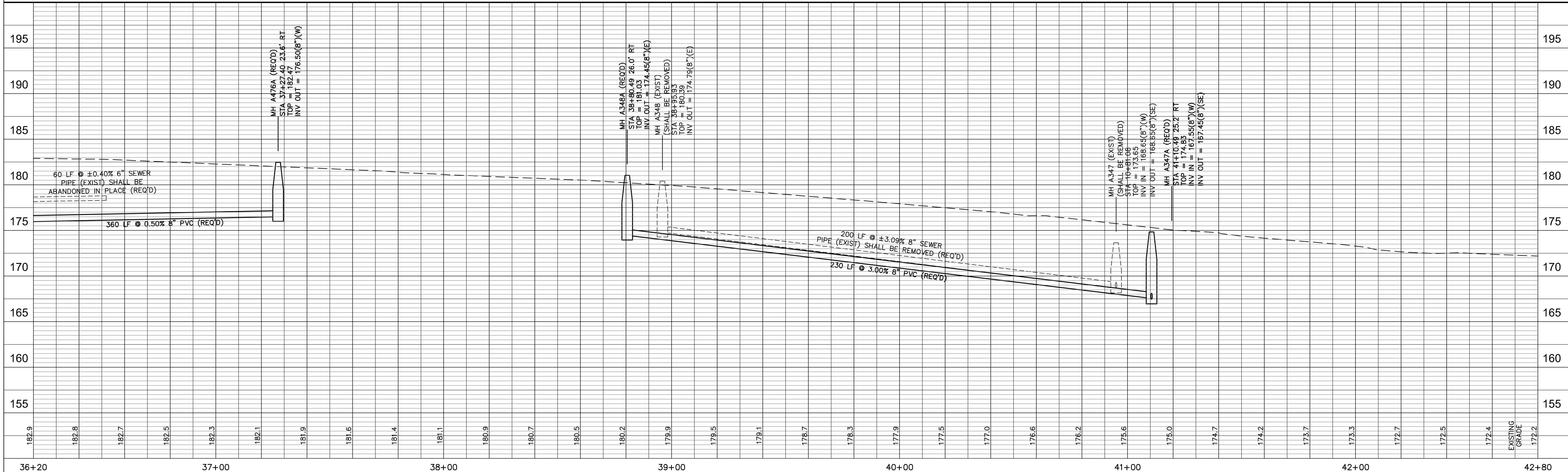
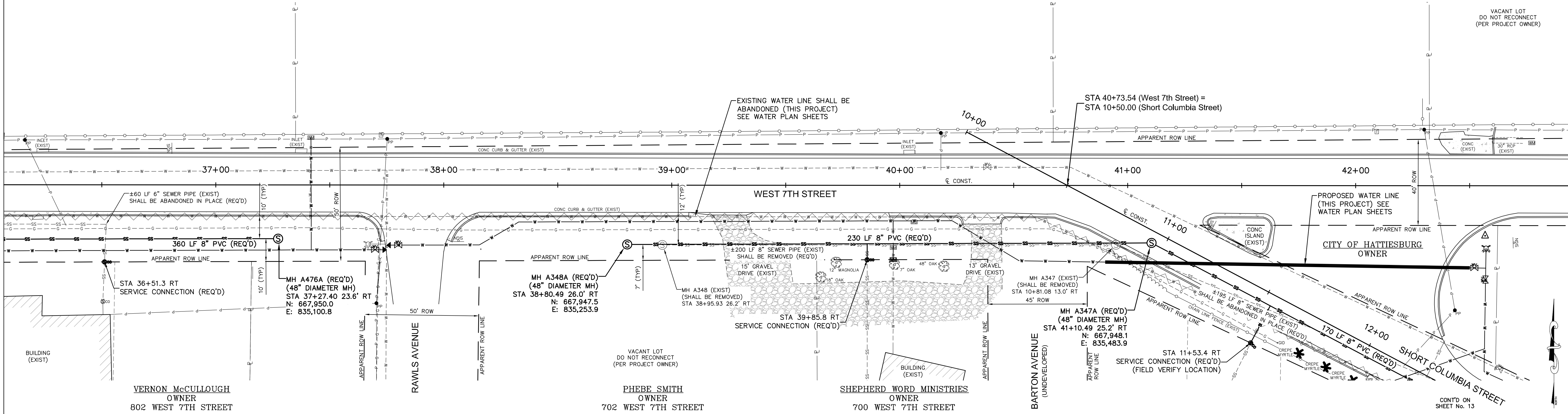
CECIL LAWRENCE, INC
OWNER
1202 WEST 7TH STREET
CEMETERY

CECIL LAWRENCE, INC
OWNER
1202 WEST 7TH STREET
CEMETERY

CECIL LAWRENCE, INC
OWNER
CEMETERY

HERCULES, INC
OWNER
613 WEST 7TH STREET

VACANT LOT
DO NOT RECONNECT
(PER PROJECT OWNER)



WEST 7TH STREET STA 36+20 - STA 42+80

LONGLEAF NORTH AREA INFRASTRUCTURE IMPROVEMENTS
HATTIESBURG, MISSISSIPPI

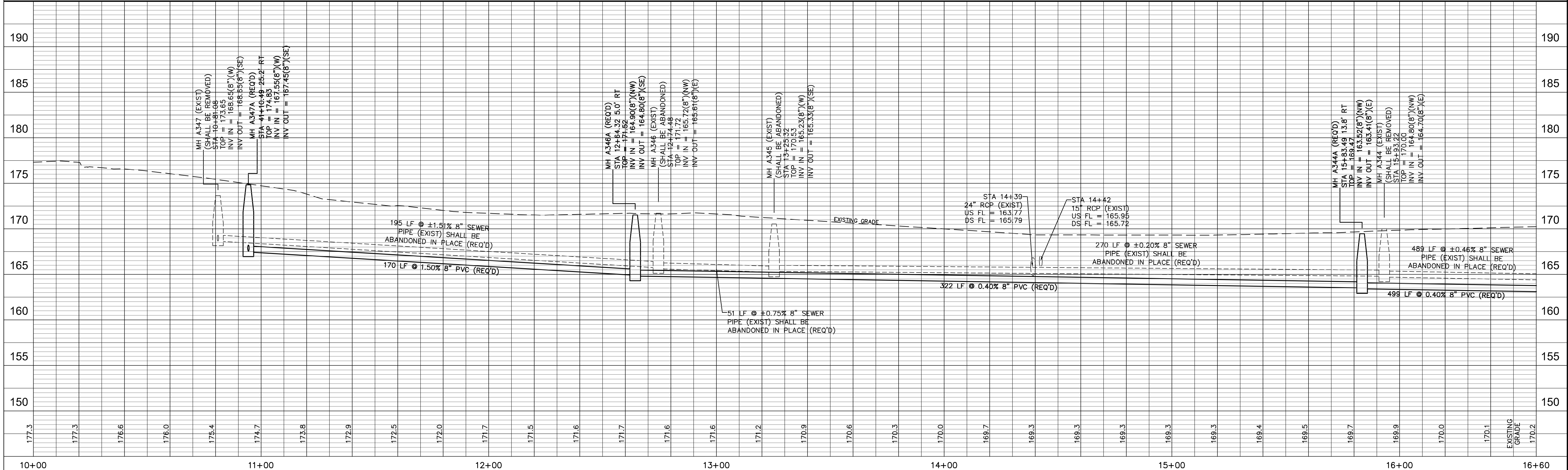
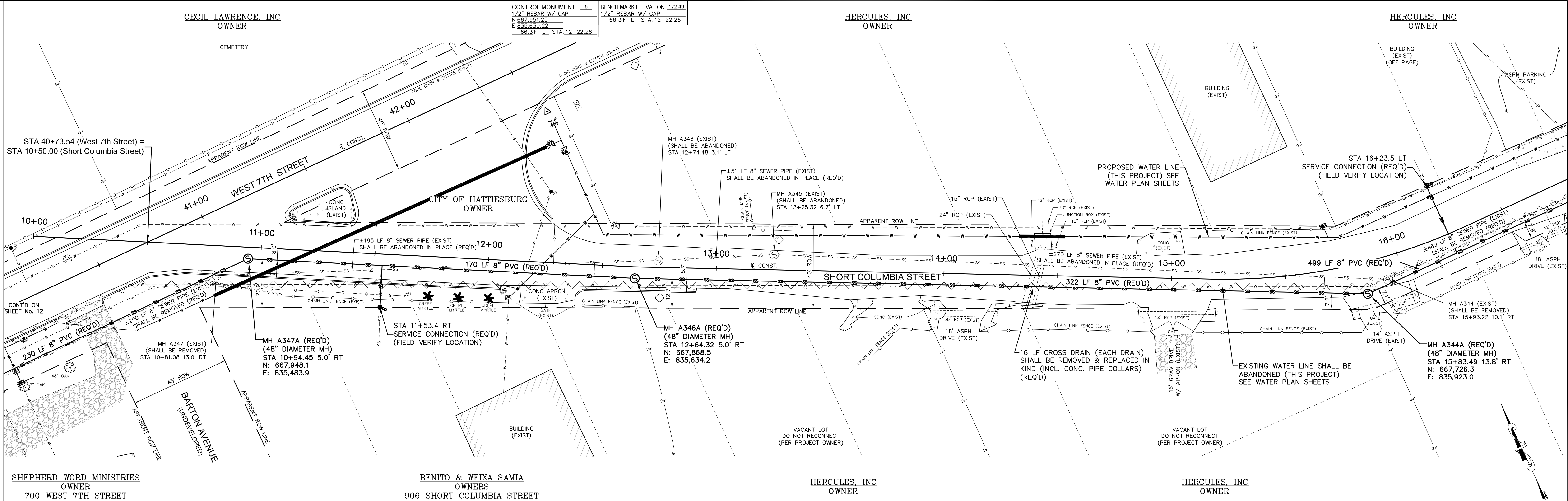
DATE	REVISION	BY	SCALE: 1"=20' H, 1"=5' V

DRAWN BY: RES/SLS	DATE: 11-16-2020
CHECKED BY: SEM	
BY	



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DRAWING NO.	11290
WORKING NO.	PnP 5
SHEET NO.	12

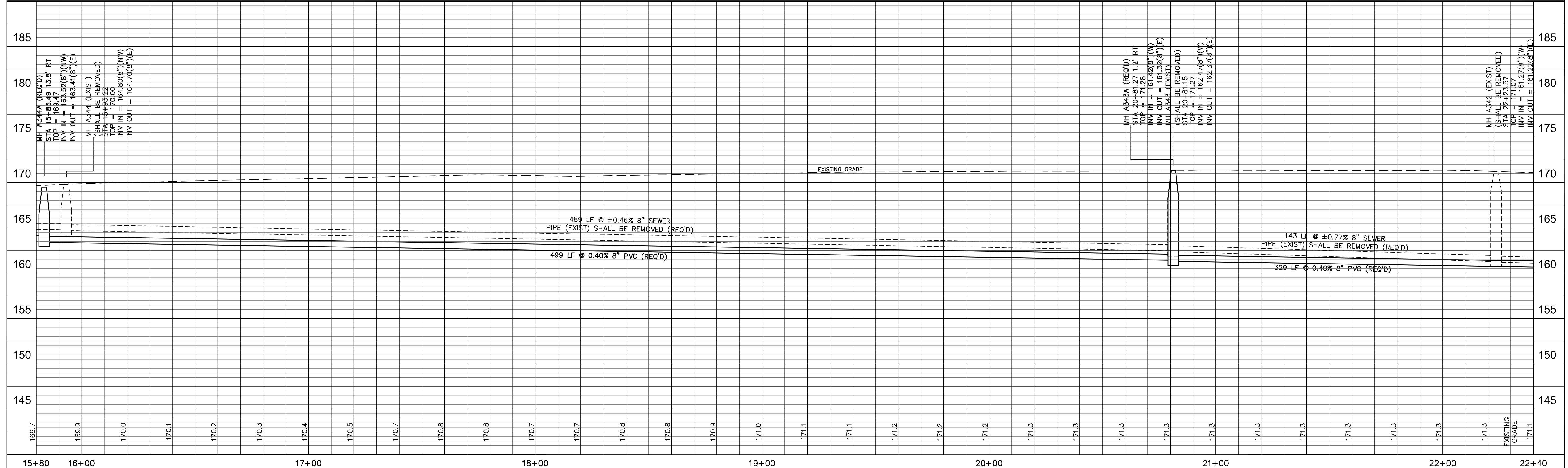
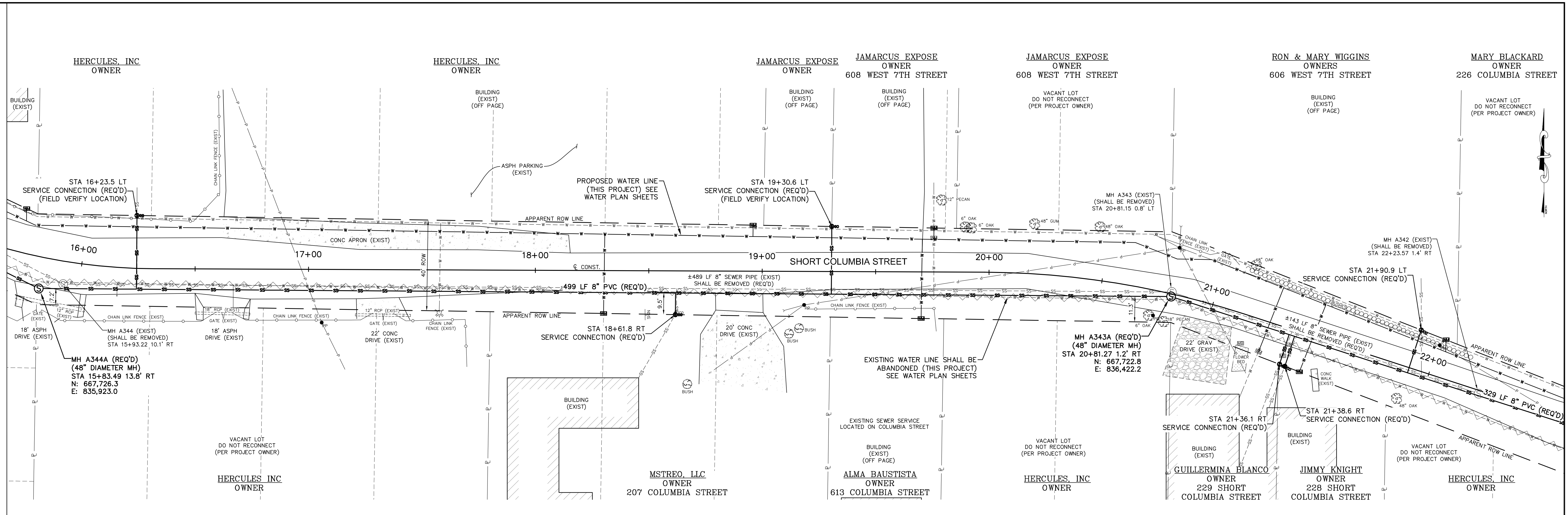


SHORT COLUMBIA STREET STA 10+00 - STA 16+60

LONGLEAF NORTH AREA INFRASTRUCTURE IMPROVEMENTS
HATTIESBURG, MISSISSIPPI

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DATE	REVISION	BY	SCALE: 1"=20' H, 1"=5' V		SHEET NO. 13

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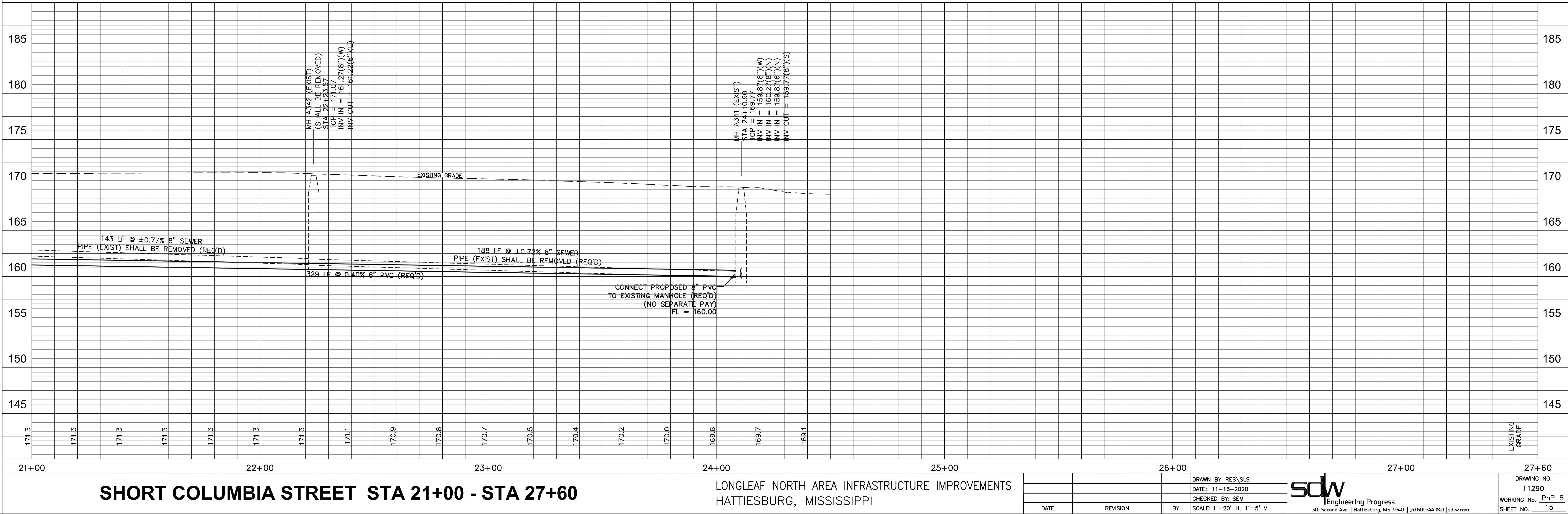
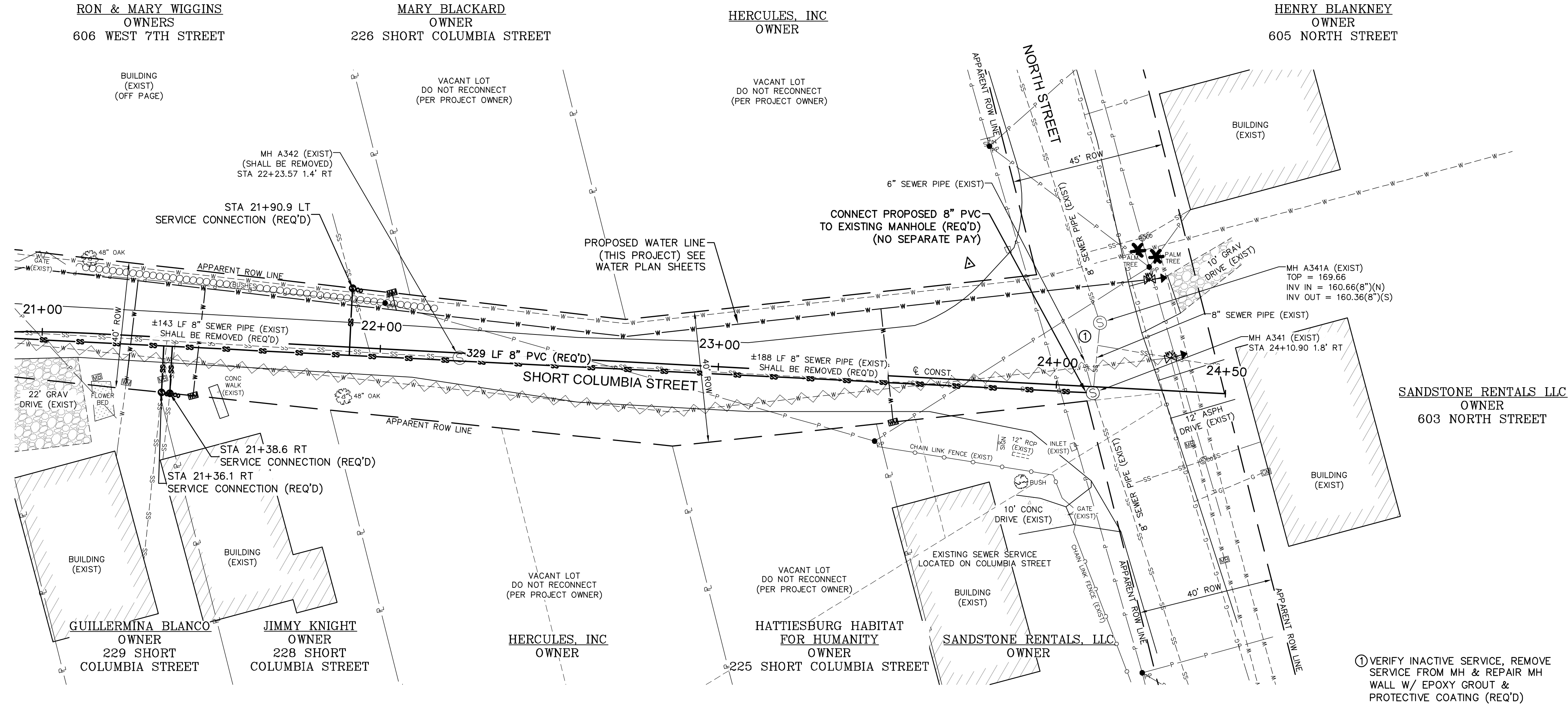


SHORT COLUMBIA STREET STA 15+80 - STA 22+40

LONGLEAF NORTH AREA INFRASTRUCTURE IMPROVEMENTS
HATTIESBURG, MISSISSIPPI

			DRAWN BY: RES/SLS	 sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com	DRAWING NO. 11290
			DATE: 11-16-2020		WORKING No. PnP 7
			CHECKED BY: SEM		
DATE	REVISION	BY	SCALE: 1"=20' H, 1"=5' V		

CONTROL MONUMENT	6	BENCH MARK ELEVATION	169.52
1/2" REBAR W/ CAP		1/2" REBAR W/ CAP	
N 667.687.55		34.3 FT LT. STA. 23+72.35	
E 836.710.32			
34.3 FT LT. STA. 23+72.35			



SHORT COLUMBIA STREET STA 21+00 - STA 27+60

LONGLEAF NORTH AREA INFRASTRUCTURE IMPROVEMENTS
HATTIESBURG, MISSISSIPPI

DATE	REVISION	BY	DRAWN BY: RES\SLS DATE: 11-16-2020 CHECKED BY: SEM SCALE: 1"=20' H, 1"=5' V
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301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | sd-w.com

DRAWING NO. 11290	WORKING No. PnP 8
SHEET NO. 15	

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ANITA ATKINS
OWNER
935 WEST 6TH STREET

TARSHA WILLIS
OWNER
931 WEST 6TH STREET

STEPHANIE LOGAN
OWNER
929 WEST 6TH STREET

SUN PROPERTIES, LLC
OWNER
927 WEST 6TH STREET

SUN PROPERTIES, LLC
OWNER
925 WEST 6TH STREET

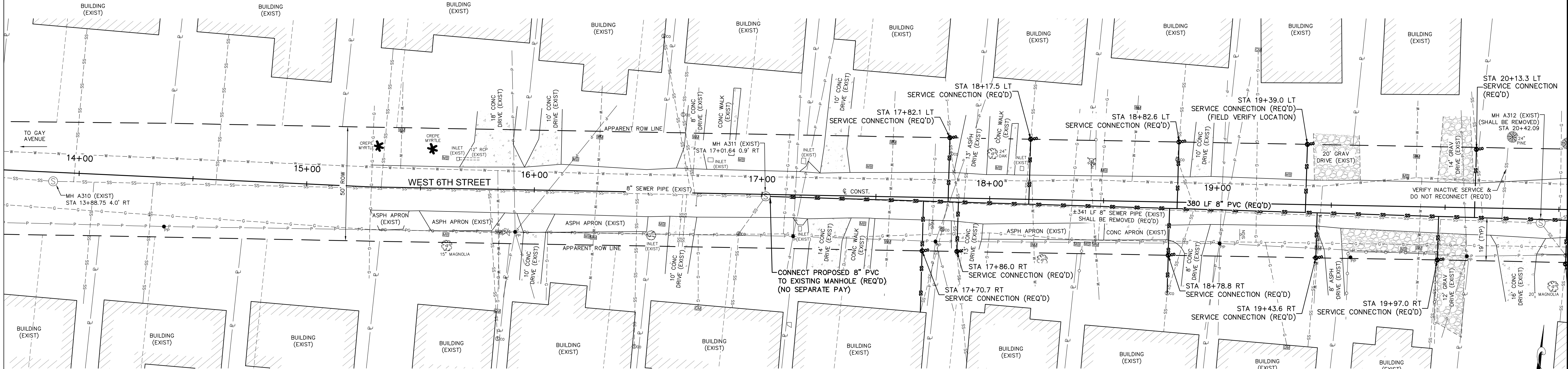
SHAUN RANDOL
OWNER
923 WEST 6TH STREET

JAN BERGANT
OWNER
921 WEST 6TH STREET

DAVID BOWMAN
OWNER
919 WEST 6TH STREET

JAMES GRIFFITH
OWNER
917 WEST 6TH STREET

G & C FUNDING, INC
OWNER
915 WEST 6TH STREET



SANDRA DIXON
OWNER
934 WEST 6TH STREET

DENARDO WILLIAMS
OWNER
932 WEST 6TH STREET

MINERVIA AVALOS
OWNER
930 WEST 6TH STREET

G & C FUNDING
OWNER
928 WEST 6TH STREET

BRENDA SMITH
OWNER
926 WEST 6TH STREET

DAVID & BETH BANKSTON
OWNER
924 WEST 6TH STREET

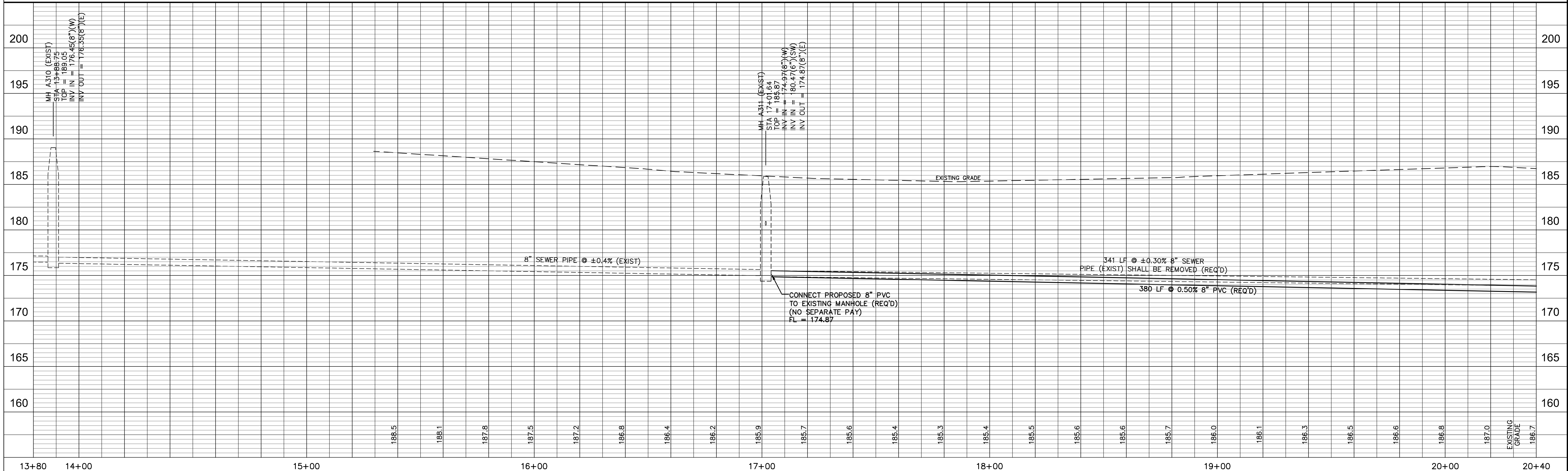
CHARLOTTE BOOTH
OWNER
922 WEST 6TH STREET

WANDER FOSTER
OWNER
920 WEST 6TH STREET

DAVIN THOMAS
OWNER
918 WEST 6TH STREET

JOHN & NANCY
FLETCHER-BEAVER
OWNER
916 WEST 6TH STREET

LAELIA, LLC
OWNER
614 WEST 6TH STREET



WEST 6TH STREET STA 13+80 - STA 20+40

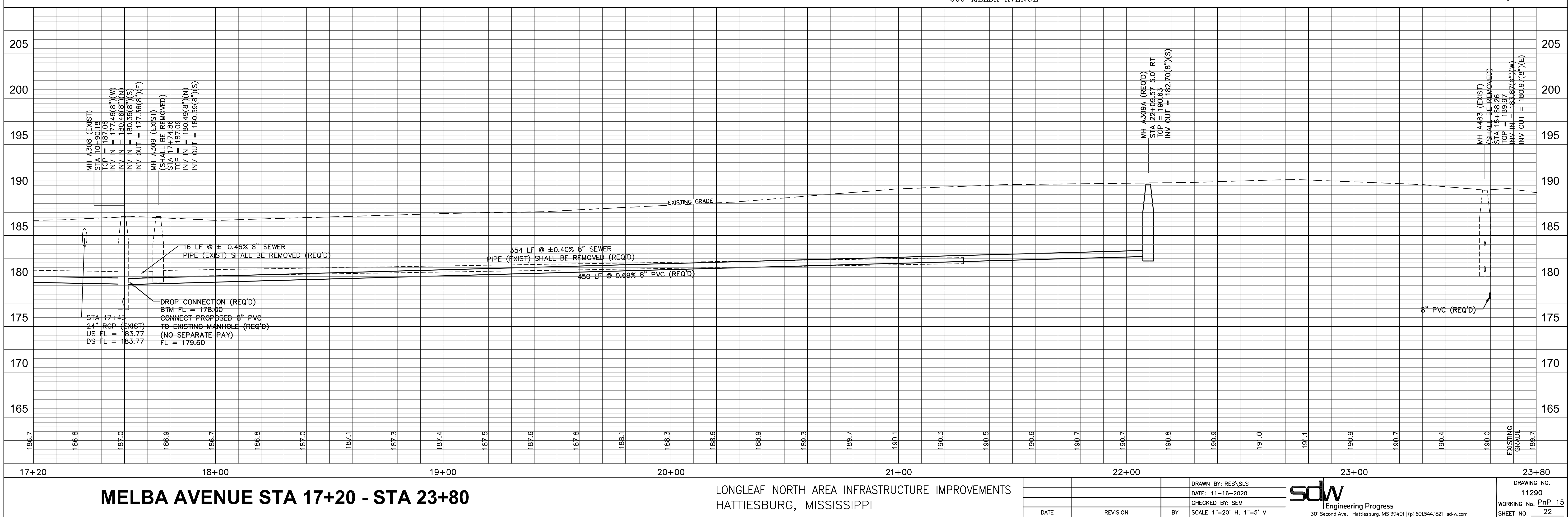
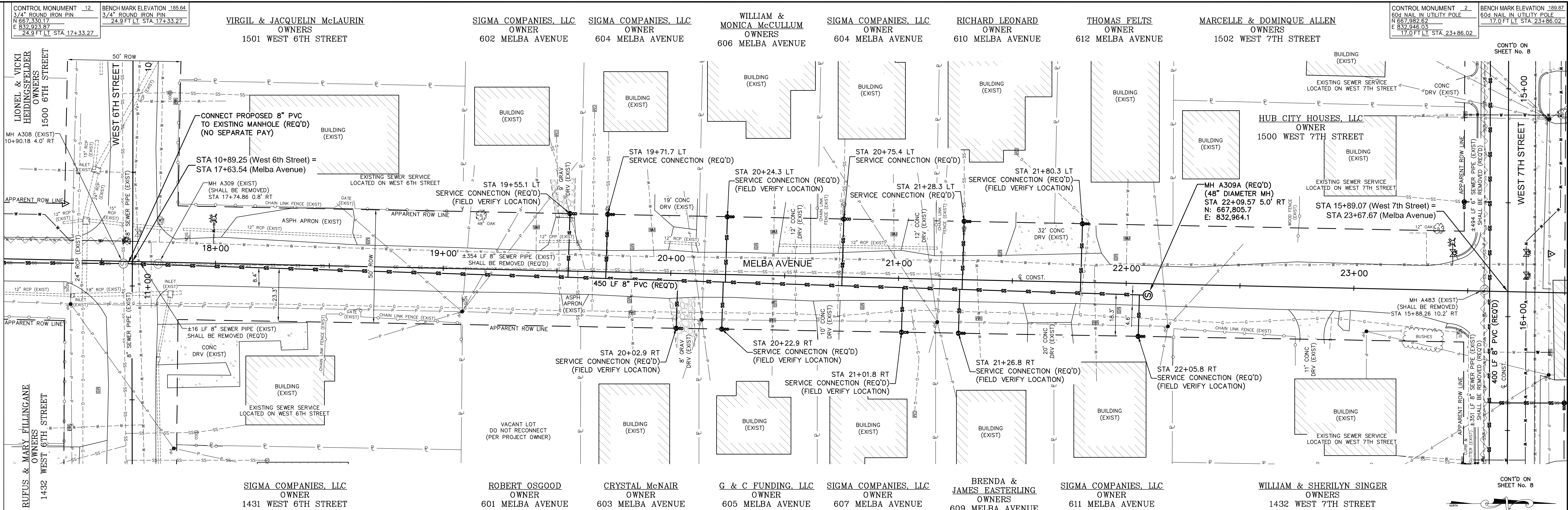
LONGLEAF NORTH AREA INFRASTRUCTURE IMPROVEMENTS
HATTIESBURG, MISSISSIPPI

DATE	REVISION	BY

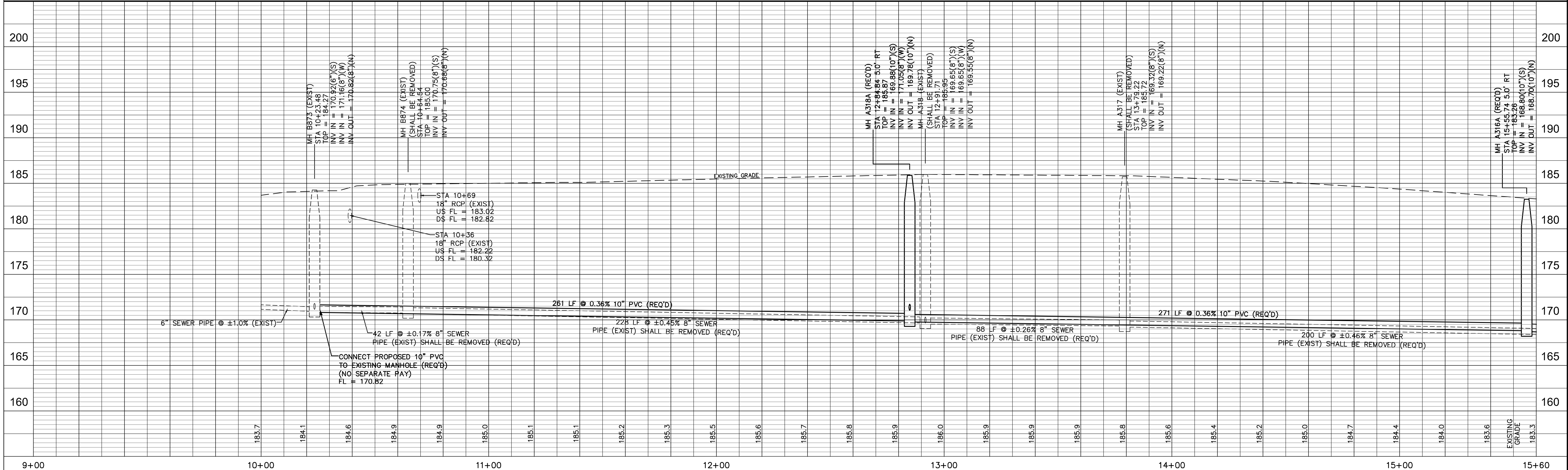
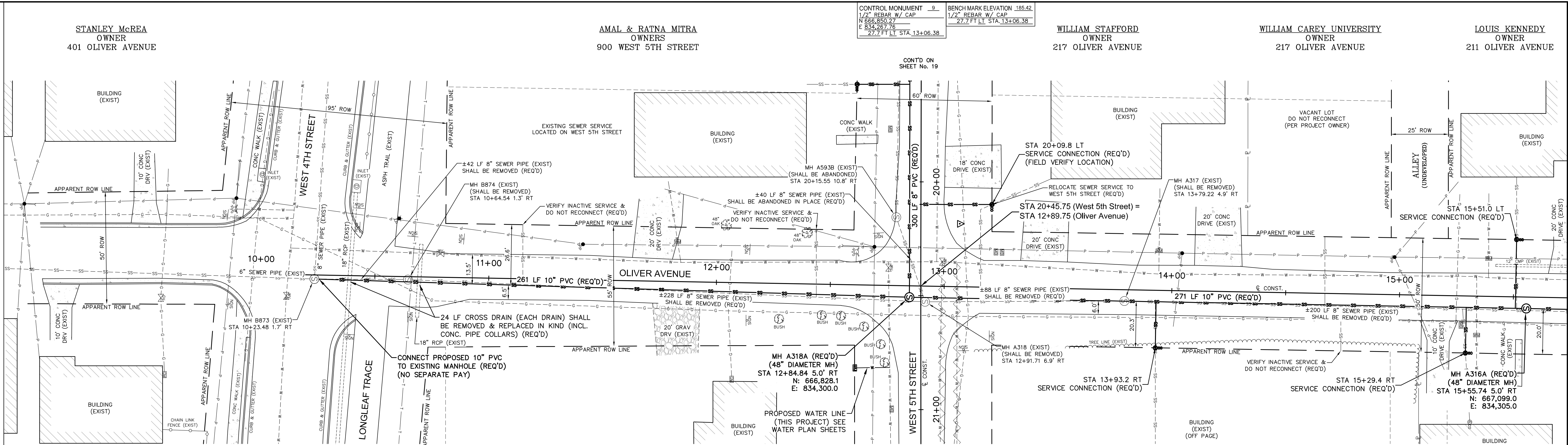
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Engineering Progress	301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com

DRAWING NO.	11290
WORKING NO.	Pn:9
SHEET NO.	16

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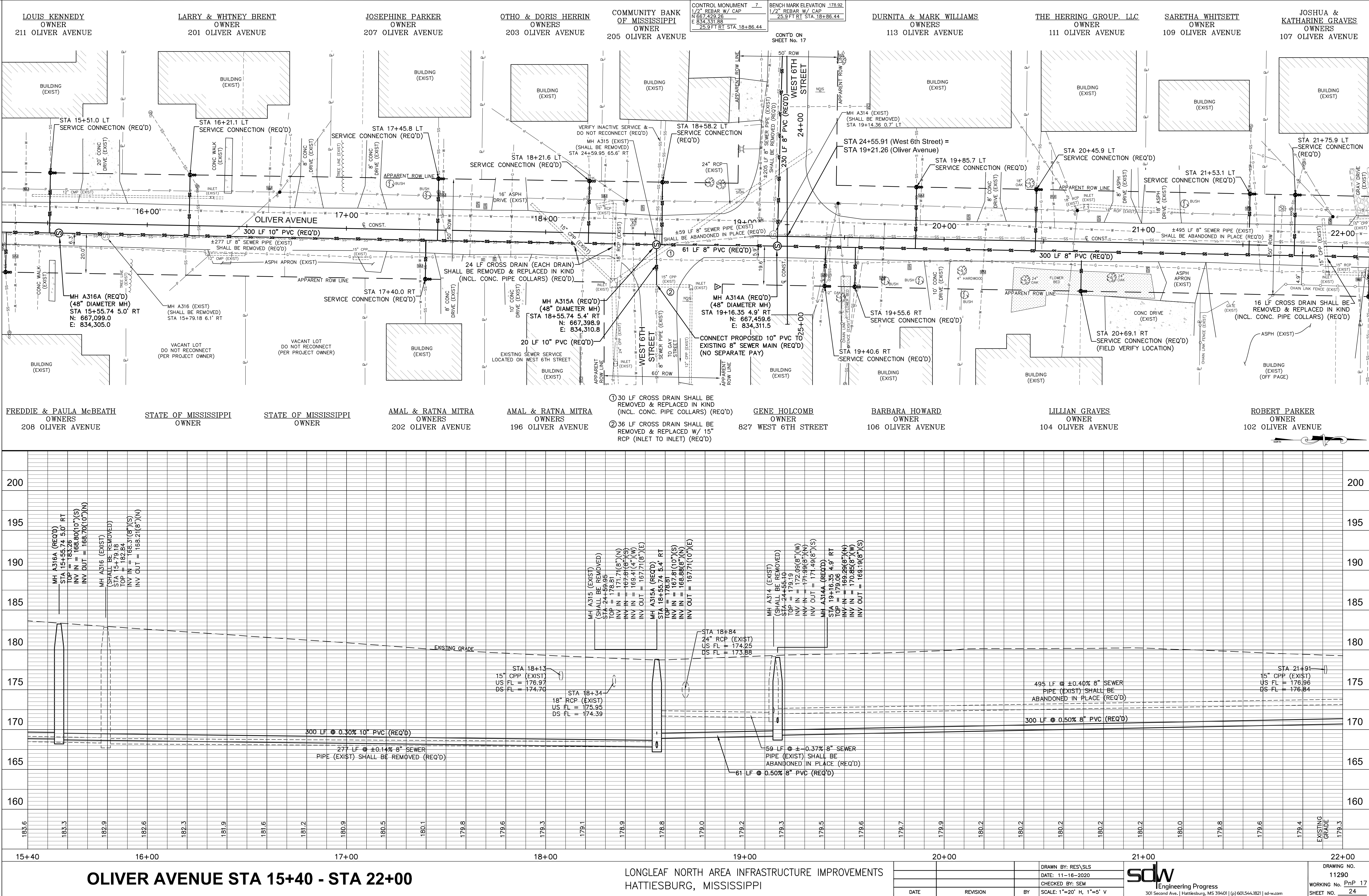


OLIVER AVENUE STA 9+00 - STA 15+60

LONGLEAF NORTH AREA INFRASTRUCTURE IMPROVEMENTS
HATTIESBURG, MISSISSIPPI

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			DATE: 11-16-2020		WORKING No. PnP 16
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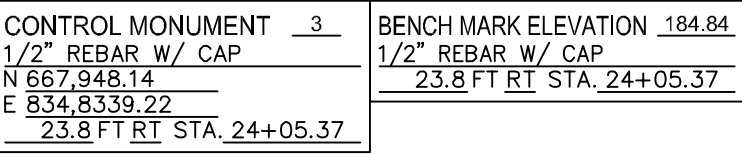
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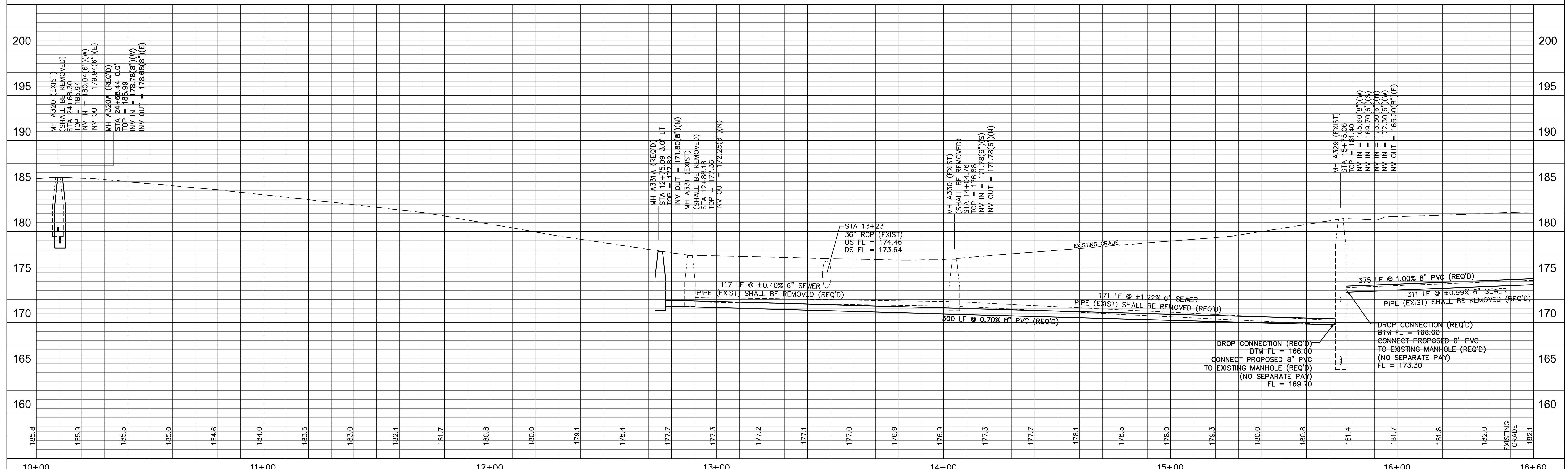
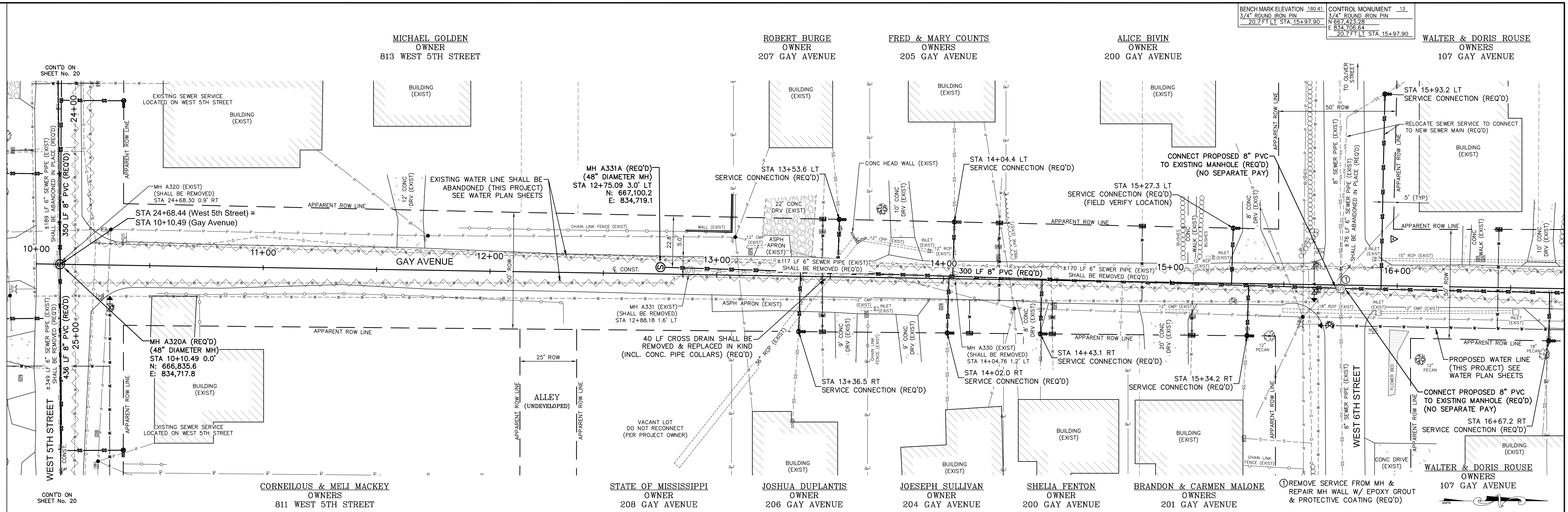
OLIVER AVENUE STA 15+40 - STA 22+00

LONGLEAF NORTH AREA INFRASTRUCTURE IMPROVEMENTS
HATTIESBURG, MISSISSIPPI

DATE		REVISION	BY	SCALE: 1"=20' H, 1"=5' V	DRAWN BY: RES/SLS DATE: 11-16-2020 CHECKED BY: SEM Engineering Progress 301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com	DRAWING NO. 11290 WORKING No. P11290 SHEET NO. 24



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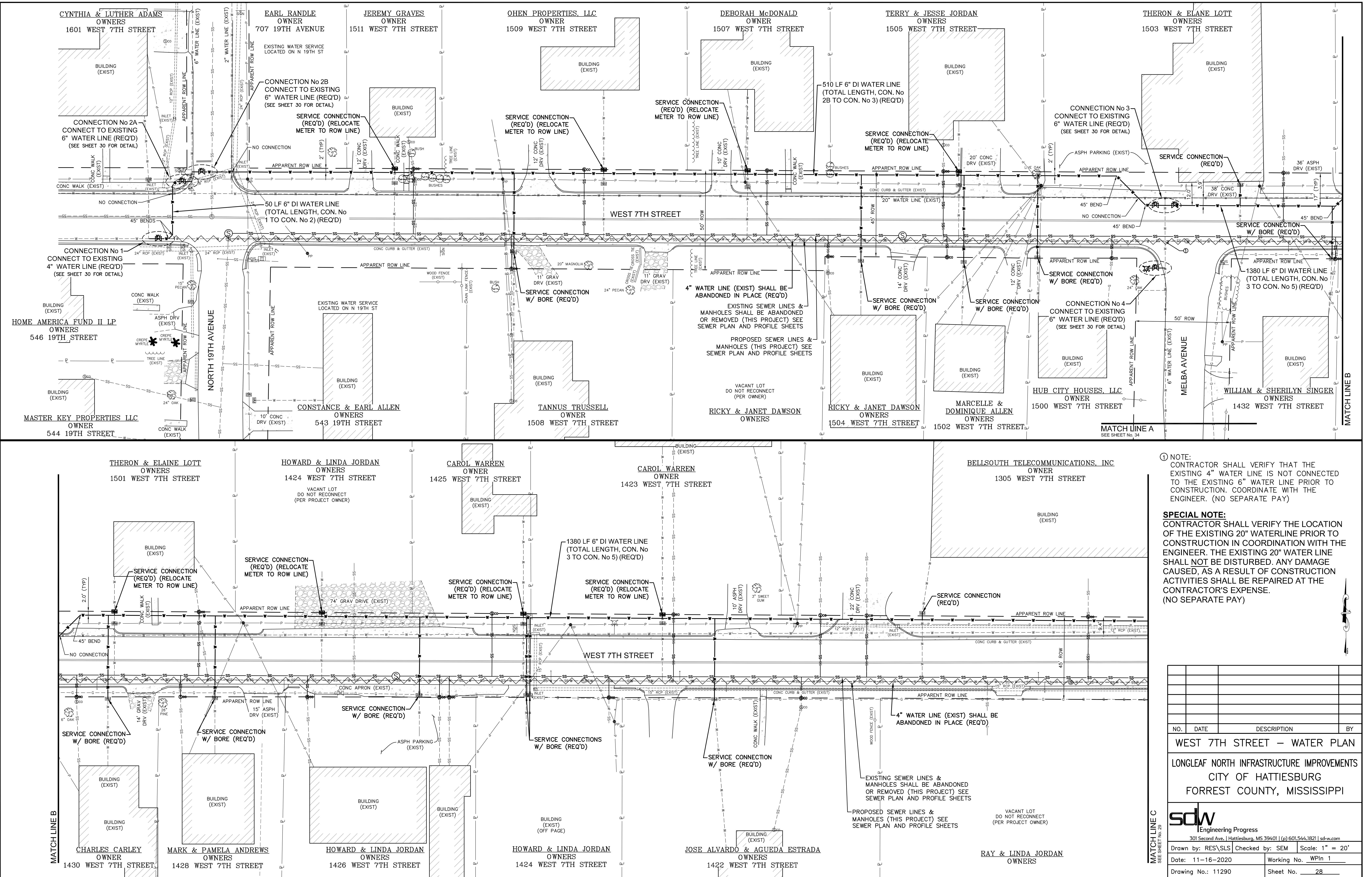


GAY AVENUE STA 10+00 - STA 16+60

LONGLEAF NORTH AREA INFRASTRUCTURE IMPROVEMENTS
HATTIESBURG, MISSISSIPPI

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DATE	REVISION					

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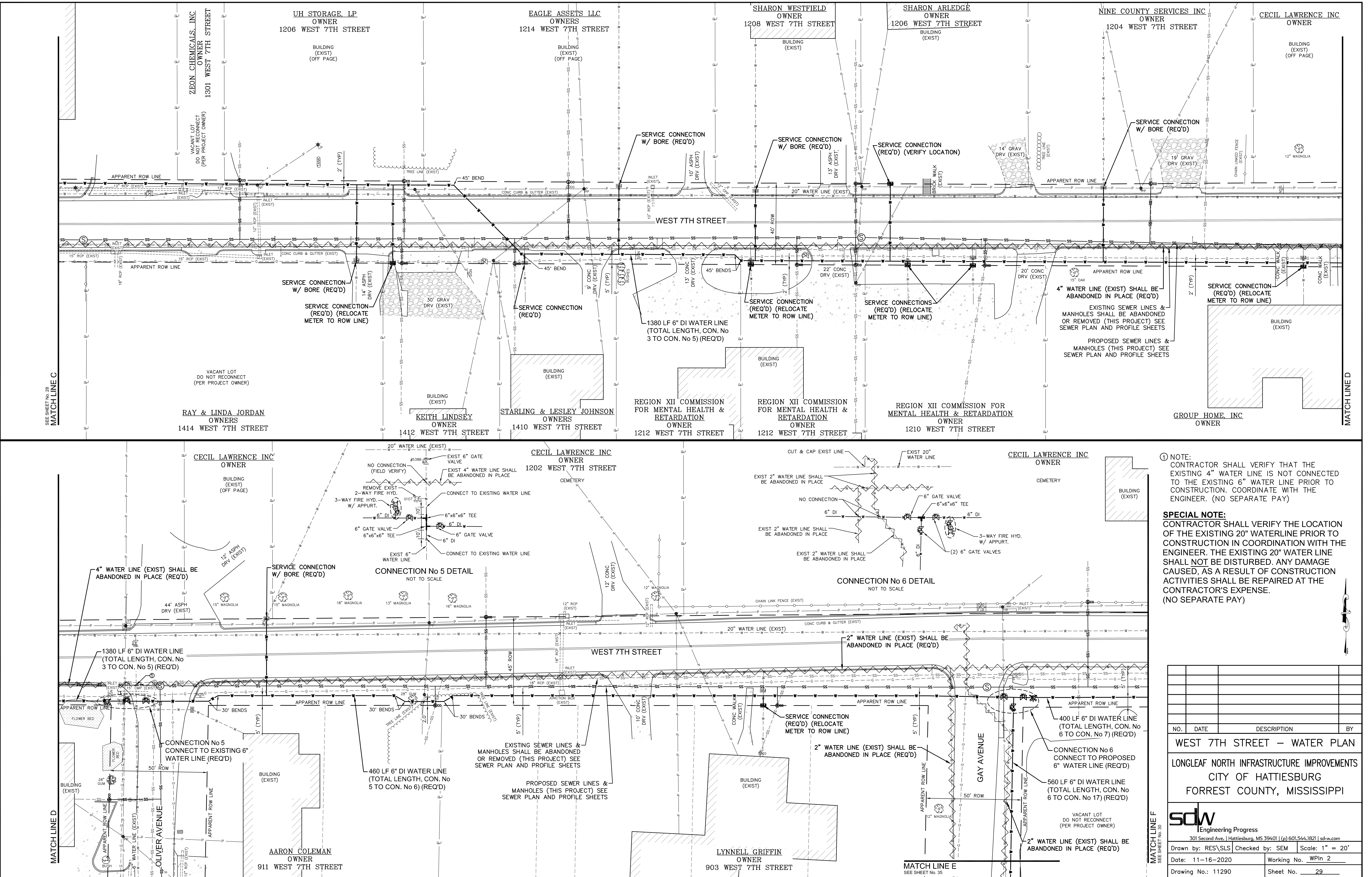


① NOTE:
CONTRACTOR SHALL VERIFY THAT THE EXISTING 4" WATER LINE IS NOT CONNECTED TO THE EXISTING 6" WATER LINE PRIOR TO CONSTRUCTION. COORDINATE WITH THE ENGINEER. (NO SEPARATE PAY)

SPECIAL NOTE:
CONTRACTOR SHALL VERIFY THE LOCATION OF THE EXISTING 20" WATERLINE PRIOR TO CONSTRUCTION IN COORDINATION WITH THE ENGINEER. THE EXISTING 20" WATER LINE SHALL NOT BE DISTURBED. ANY DAMAGE CAUSED, AS A RESULT OF CONSTRUCTION ACTIVITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. (NO SEPARATE PAY)

NO.	DATE	DESCRIPTION	BY
WEST 7TH STREET – WATER PLAN			
LONGLEAF NORTH INFRASTRUCTURE IMPROVEMENTS			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
 Engineering Progress			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: RES/SLS		Checked by: SEM	Scale: 1" = 20'
Date: 11-16-2020		Working No. WPln 1	
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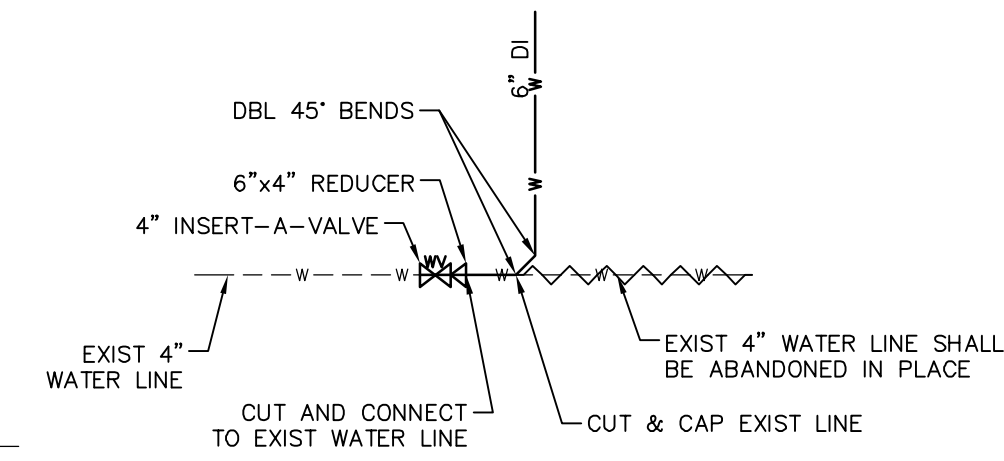
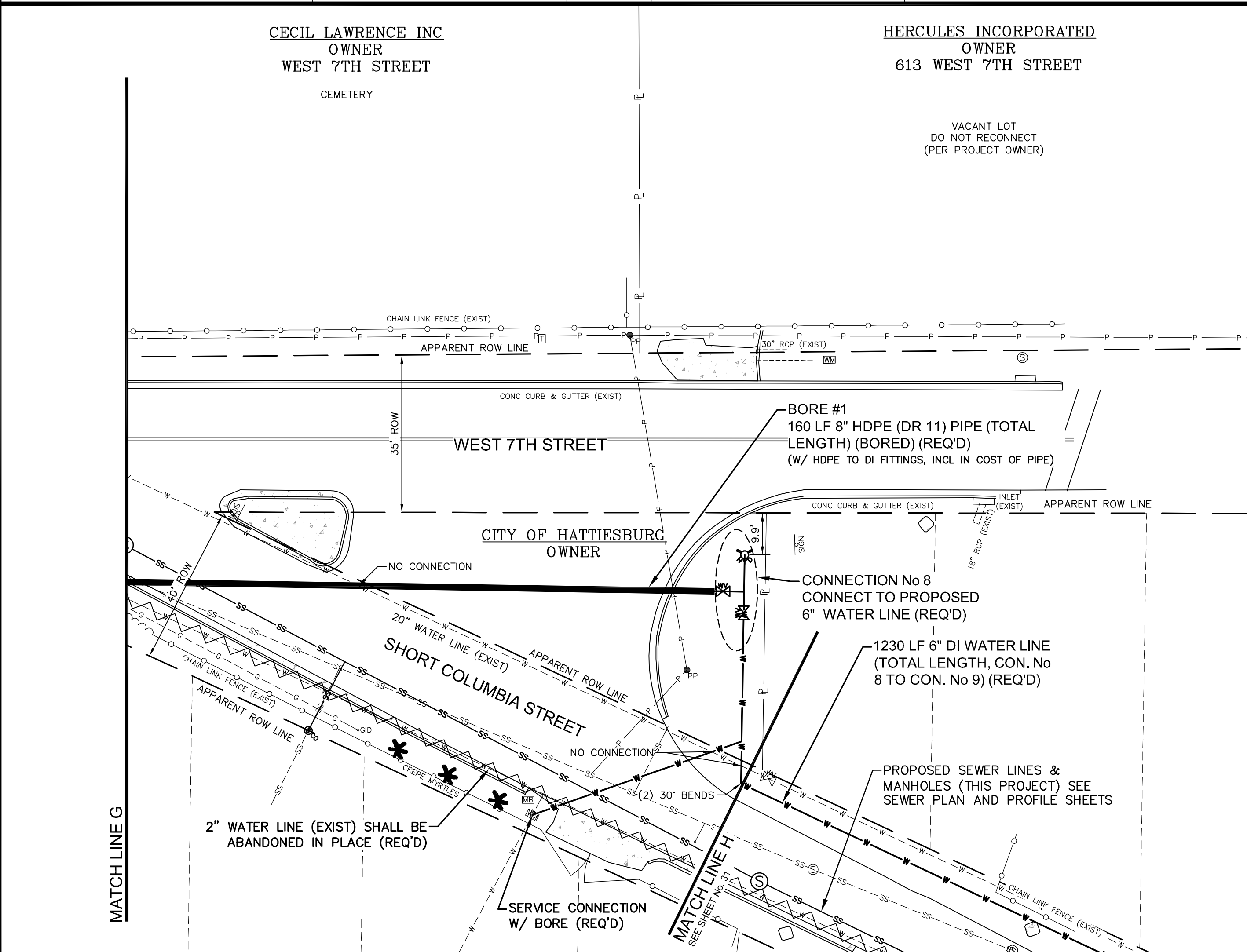
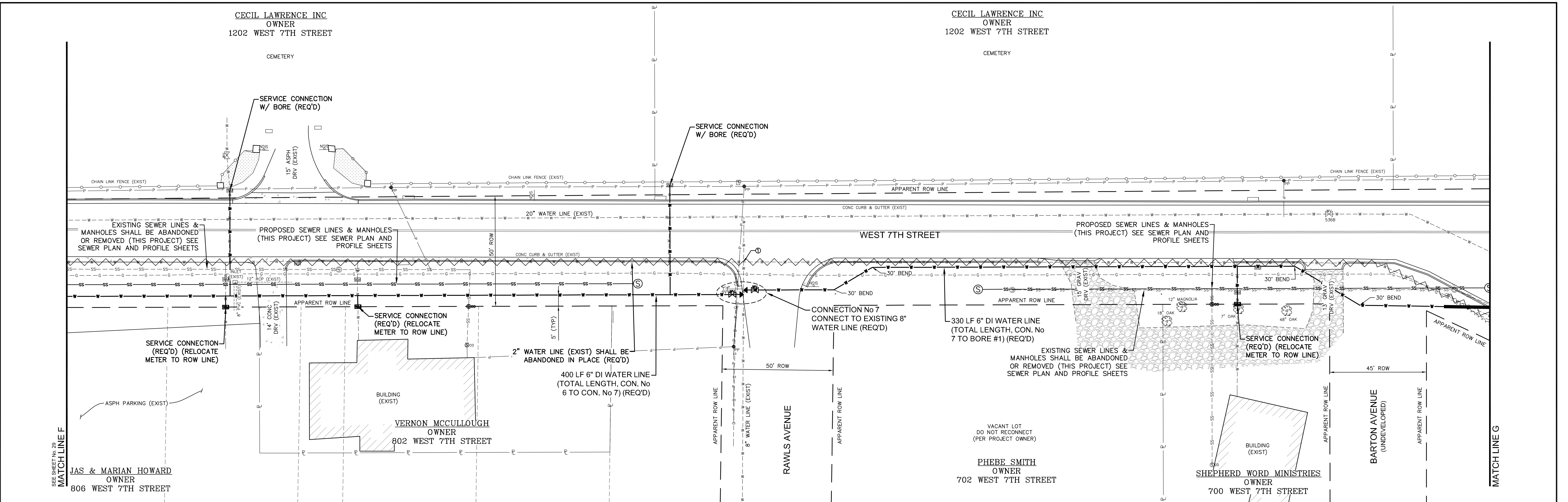


① NOTE:
CONTRACTOR SHALL VERIFY THAT THE EXISTING 4" WATER LINE IS NOT CONNECTED TO THE EXISTING 6" WATER LINE PRIOR TO CONSTRUCTION. COORDINATE WITH THE ENGINEER. (NO SEPARATE PAY)

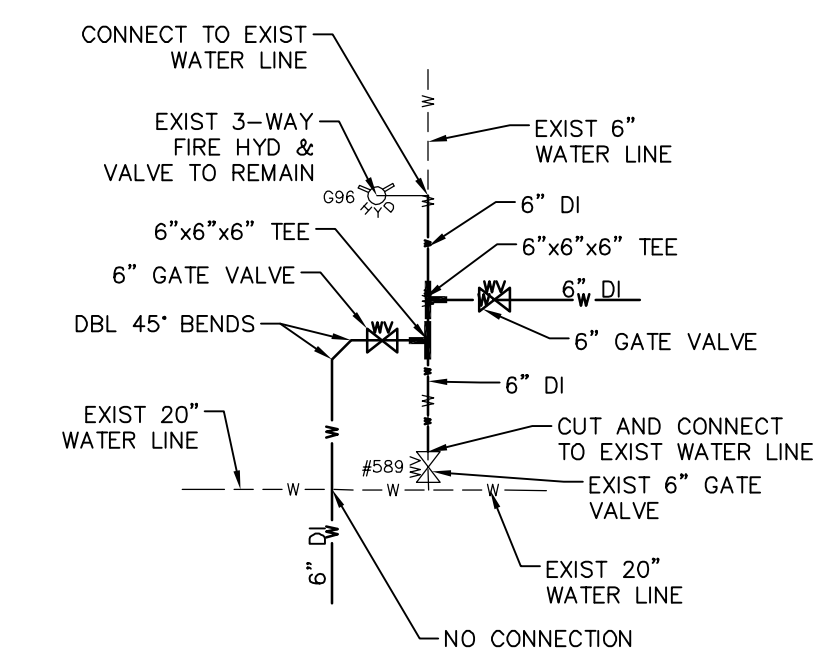
SPECIAL NOTE:
CONTRACTOR SHALL VERIFY THE LOCATION OF THE EXISTING 20" WATERLINE PRIOR TO CONSTRUCTION IN COORDINATION WITH THE ENGINEER. THE EXISTING 20" WATER LINE SHALL NOT BE DISTURBED. ANY DAMAGE CAUSED, AS A RESULT OF CONSTRUCTION ACTIVITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. (NO SEPARATE PAY)

NO.	DATE	DESCRIPTION	BY
WEST 7TH STREET – WATER PLAN			
LONGLEAF NORTH INFRASTRUCTURE IMPROVEMENTS			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
 Engineering Progress			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
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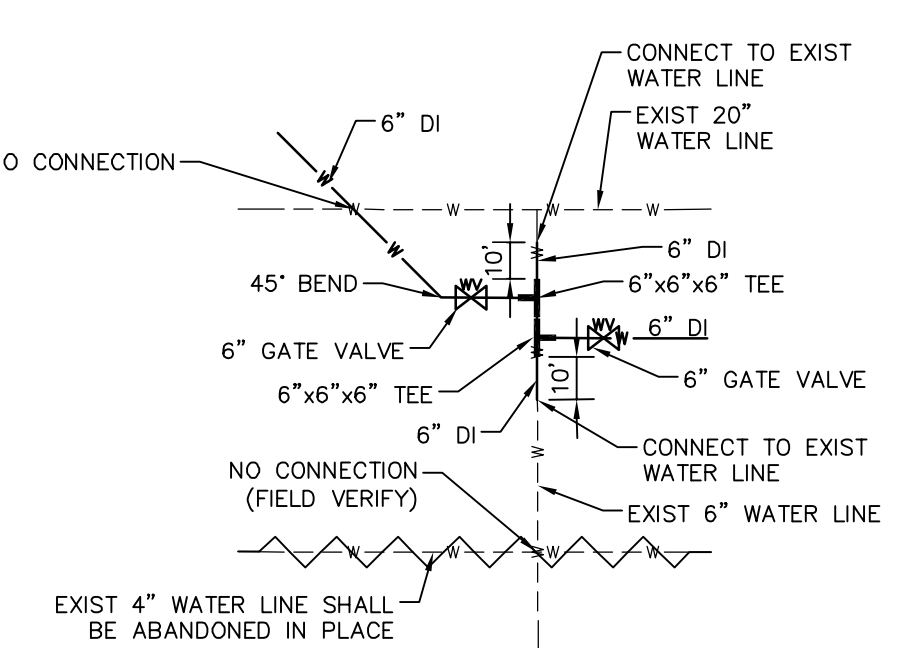
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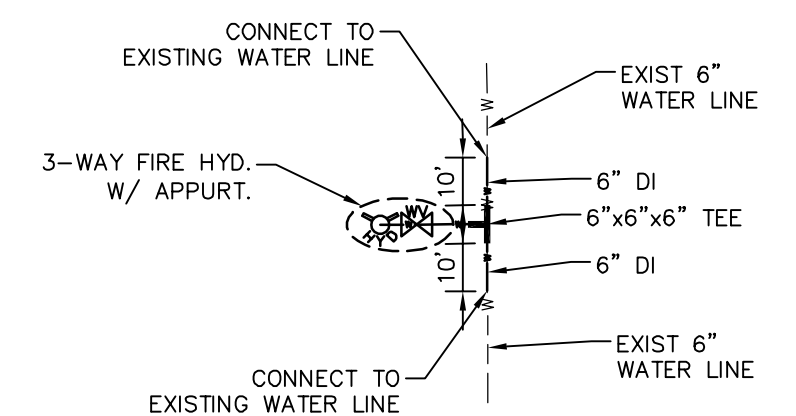
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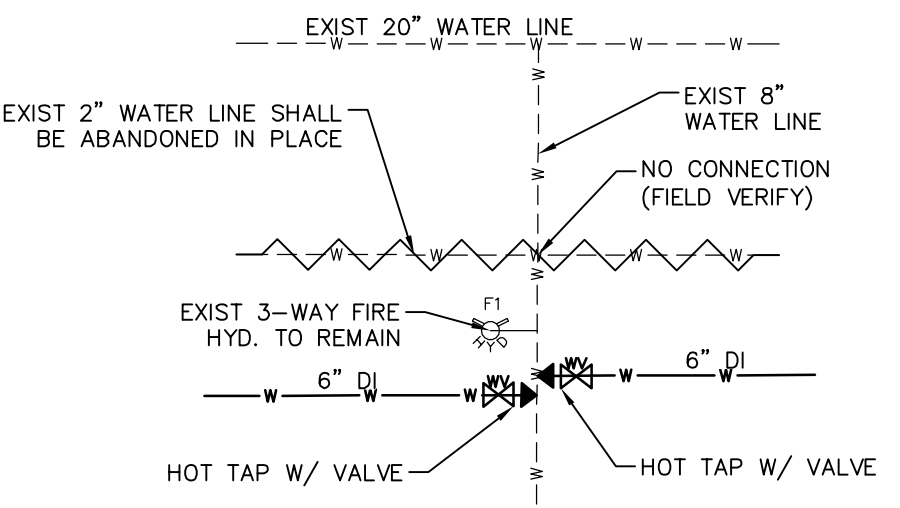
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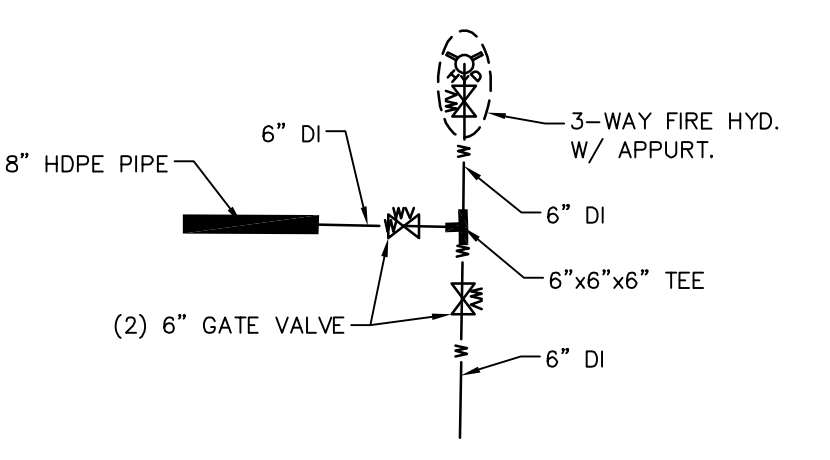
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CONNECTION No 4 DETAIL
NOT TO SCALE



CONNECTION No 7 DETAIL
NOT TO SCALE



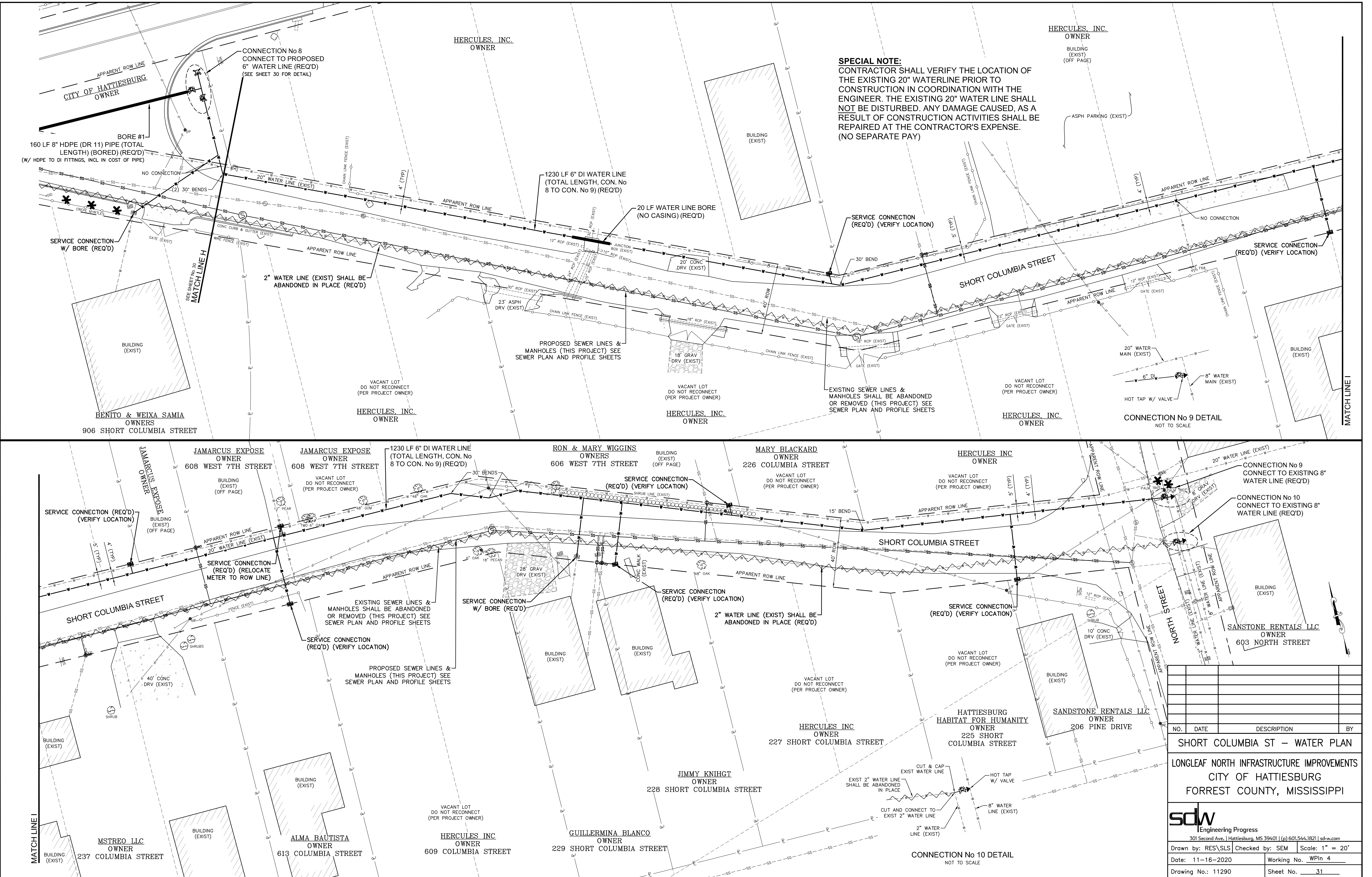
CONNECTION No 8 DETAIL
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① NOTE:
CONTRACTOR SHALL VERIFY THAT THE
EXISTING 4" WATER LINE IS NOT CONNECTED
TO THE EXISTING 6" WATER LINE PRIOR TO
CONSTRUCTION. COORDINATE WITH THE
ENGINEER. (NO SEPARATE PAY)

SPECIAL NOTE:
CONTRACTOR SHALL VERIFY THE LOCATION
OF THE EXISTING 20" WATERLINE PRIOR TO
CONSTRUCTION IN COORDINATION WITH THE
ENGINEER. THE EXISTING 20" WATER LINE
SHALL NOT BE DISTURBED. ANY DAMAGE
CAUSED, AS A RESULT OF CONSTRUCTION
ACTIVITIES SHALL BE REPAIRED AT THE
CONTRACTOR'S EXPENSE.
(NO SEPARATE PAY)

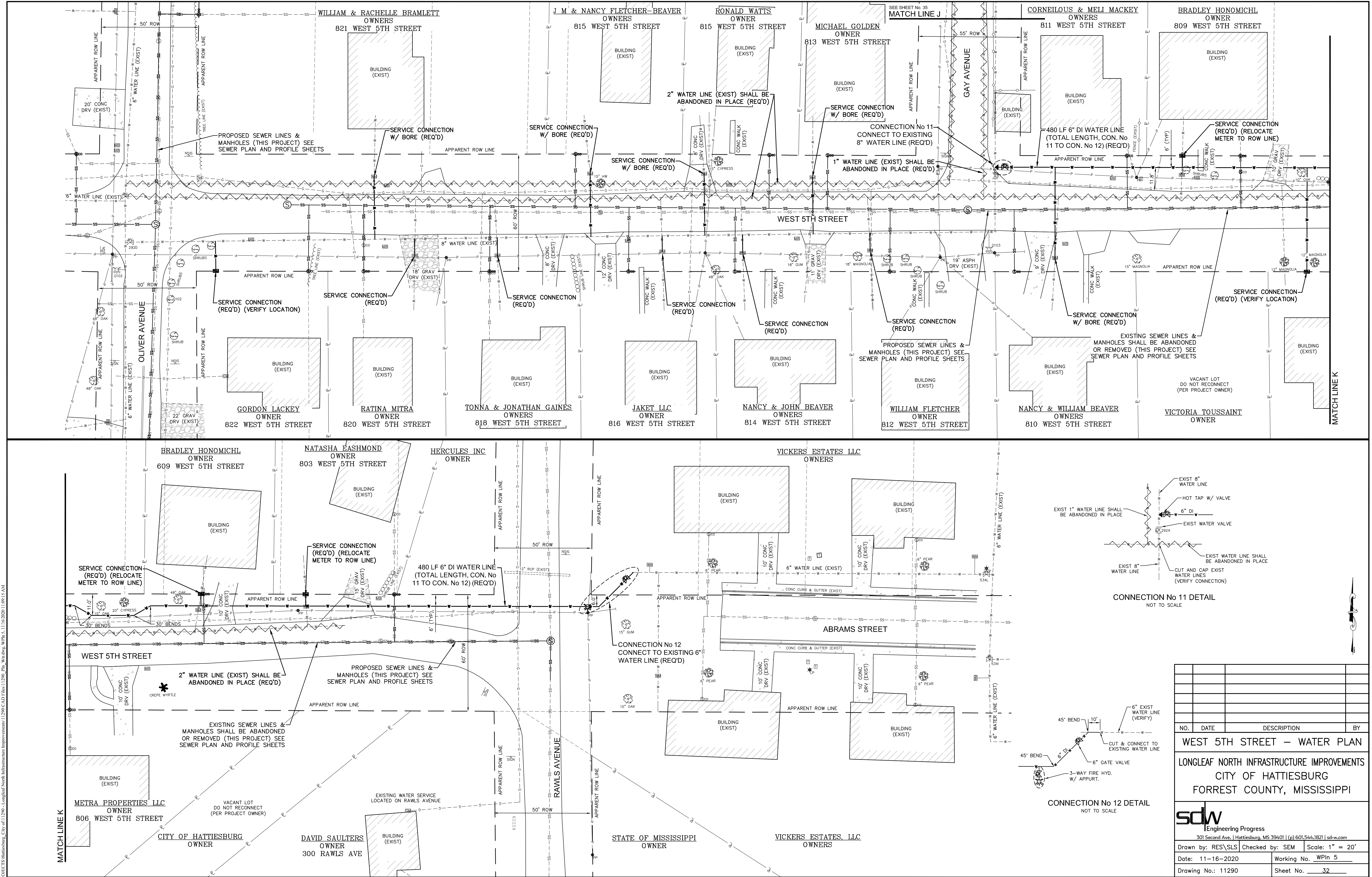
NO.	DATE	DESCRIPTION	BY
WEST 7TH STREET – WATER PLAN			
LONGLEAF NORTH INFRASTRUCTURE IMPROVEMENTS CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: RES\SLS		Checked by: SEM	Scale: 1" = 20'
Date: 11-16-2020		Working No. WPIn 3	
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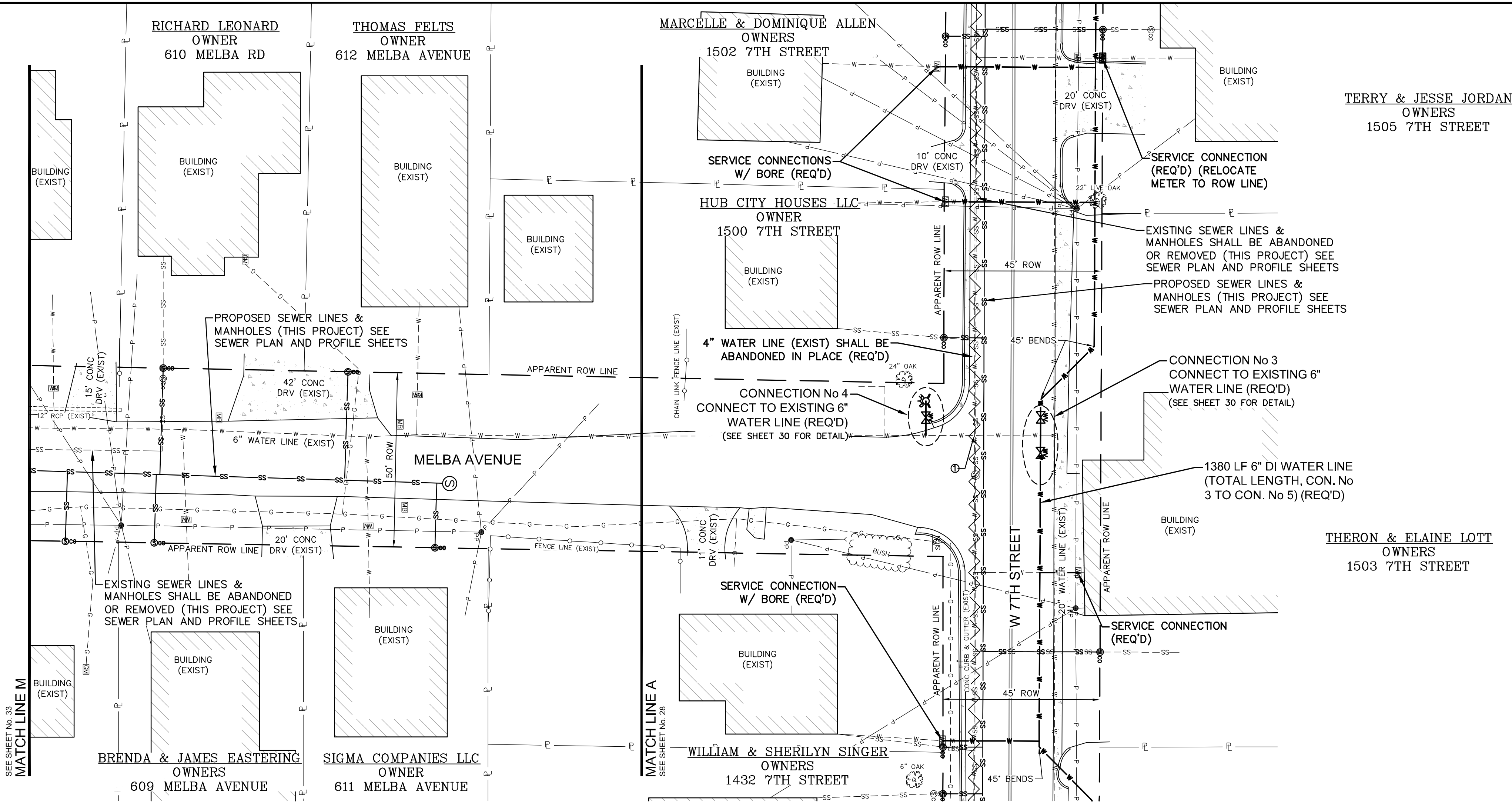
SHORT COLUMBIA ST – WATER PLAN			
LONGLEAF NORTH INFRASTRUCTURE IMPROVEMENTS			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: RES\SLS		Checked by: SEM	Scale: 1" = 20'
Date: 11-16-2020		Working No. WPIn 4	
Drawing No.: 11290		Sheet No. 31	

G:\PROJECTS\Hattiesburg_City of Hattiesburg\Longleaf North Infrastructure Improvements\11290 CAD Files\11290_Plan_Works\WPI 5_11/16/2020 11:09:15 AM



NO.	DATE	DESCRIPTION	BY
WEST 5TH STREET – WATER PLAN			
LONGLEAF NORTH INFRASTRUCTURE IMPROVEMENTS			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: RES/SLS		Checked by: SEM	Scale: 1" = 20'
Date: 11-16-2020		Working No. WPI 5	
Drawing No.: 11290		Sheet No. 32	

G:\PROJECTS\Hattiesburg_City of\11290 - Longleaf North Infrastructure Improvements\11290 CAD Files\11290 - Pln_Wrking_WPB 7.11.16.2020 11:09:18 AM



① NOTE:
CONTRACTOR SHALL VERIFY THAT THE
EXISTING 4" WATER LINE IS NOT CONNECTED
TO THE EXISTING 6" WATER LINE PRIOR TO
CONSTRUCTION. COORDINATE WITH THE
ENGINEER. (NO SEPARATE PAY)

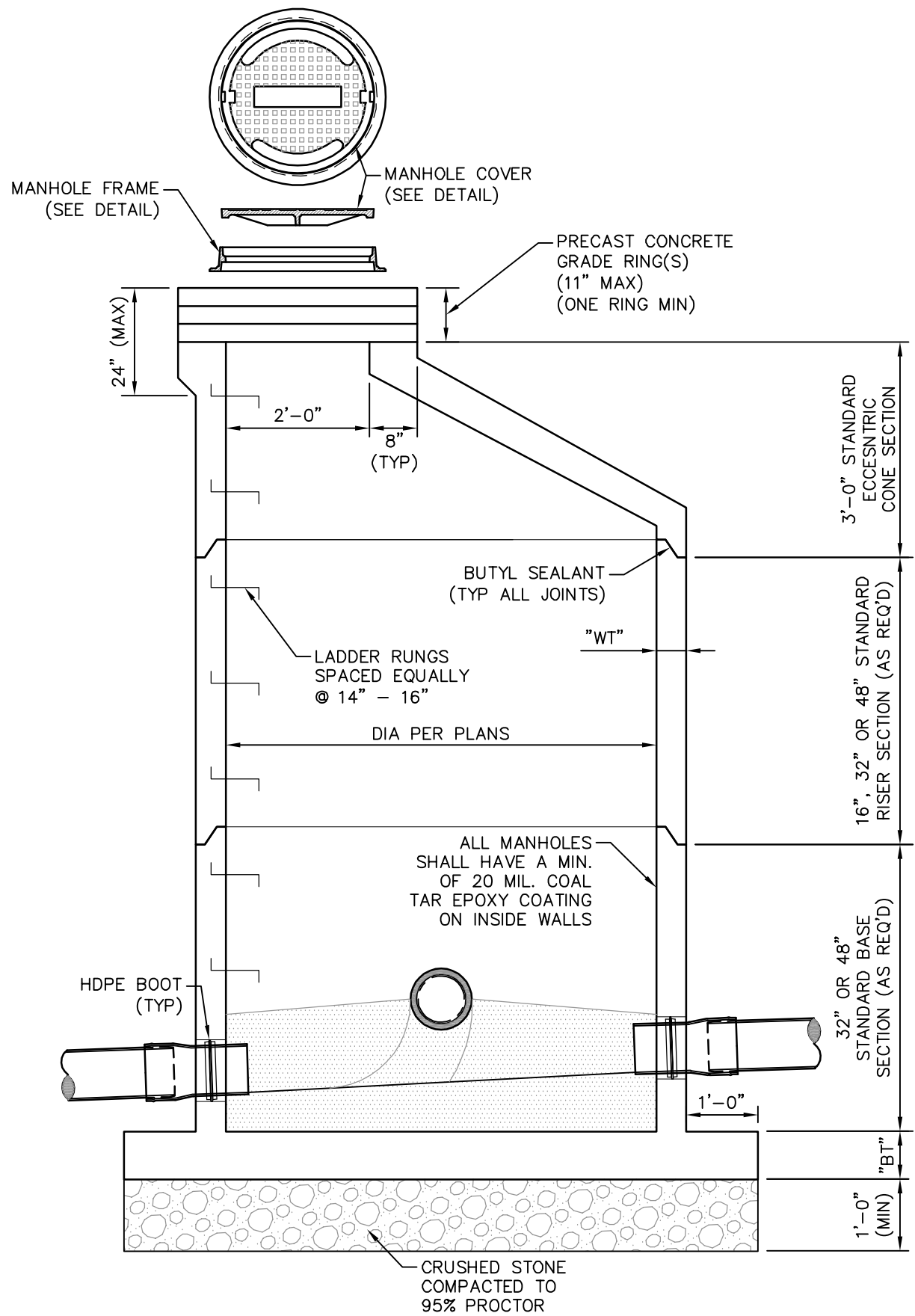
SPECIAL NOTE:
CONTRACTOR SHALL VERIFY THE LOCATION
OF THE EXISTING 20" WATERLINE PRIOR TO
CONSTRUCTION IN COORDINATION WITH THE
ENGINEER. THE EXISTING 20" WATER LINE
SHALL NOT BE DISTURBED. ANY DAMAGE
CAUSED, AS A RESULT OF CONSTRUCTION
ACTIVITIES SHALL BE REPAIRED AT THE
CONTRACTOR'S EXPENSE.
(NO SEPARATE PAY)



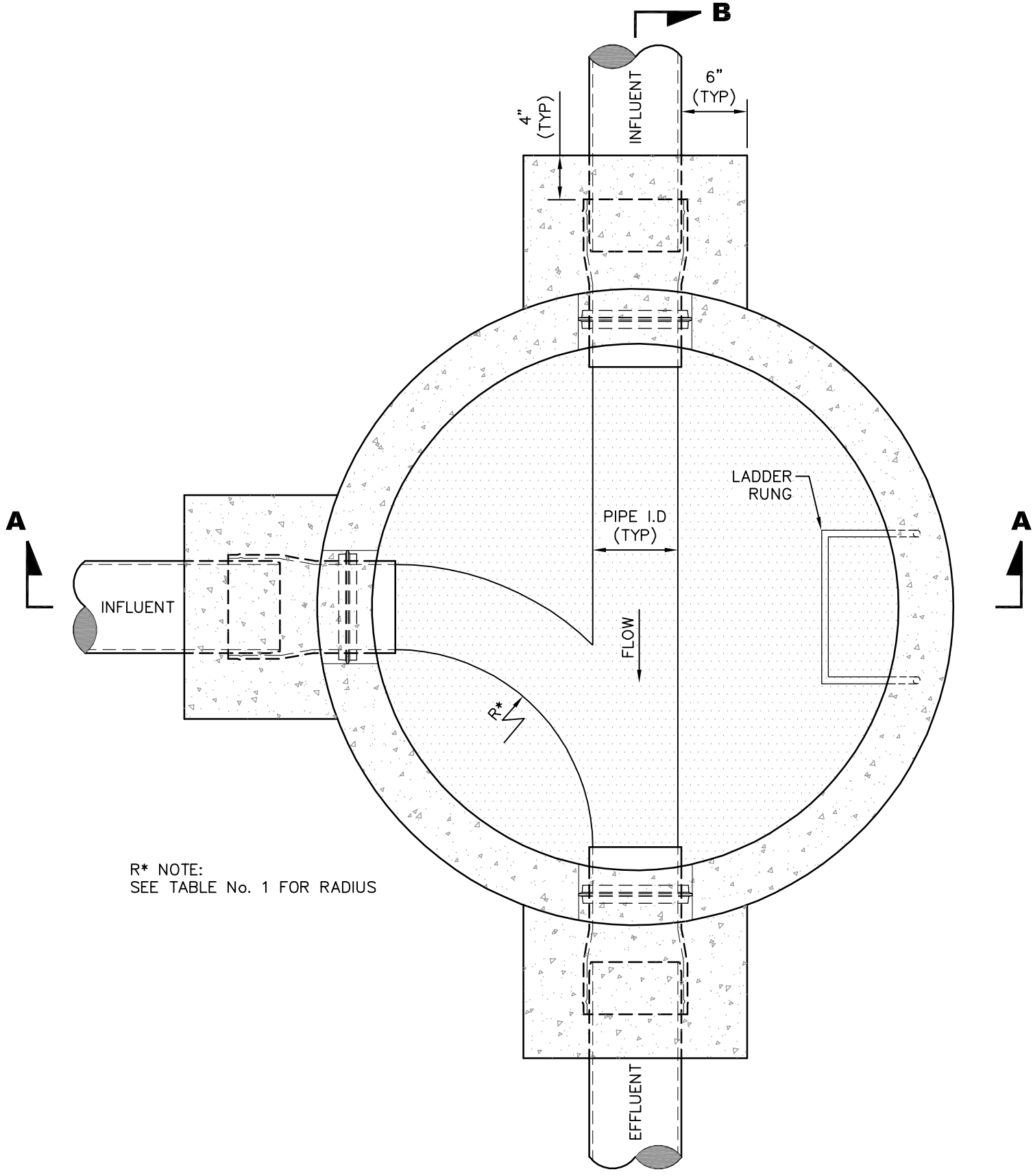
NO.	DATE	DESCRIPTION	BY
MELBA AVENUE – WATER PLAN			
LONGLEAF NORTH INFRASTRUCTURE IMPROVEMENTS			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
 Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: RES\SLS		Checked by: SEM	Scale: 1" = 20'
Date: 11-16-2020		Working No. WPIn 7	
Drawing No.: 11290		Sheet No. 34	

G:\PROJECTS\Hattiesburg_City of\11290 - Longleaf North Infrastructure Improvements\11290 CAD Files\11290_Sw_Dwg.dwg, SSD1, 11/6/2020 11:53:50 AM

CONCRETE WALL THICKNESS TABLE		
MANHOLE DIA (INCHES)	(WT) MINIMUM WALL THICKNESS (INCHES)	(BT) MINIMUM BASE THICKNESS (INCHES)
48	5	6
60	6	8
72	7	8
96	8	8



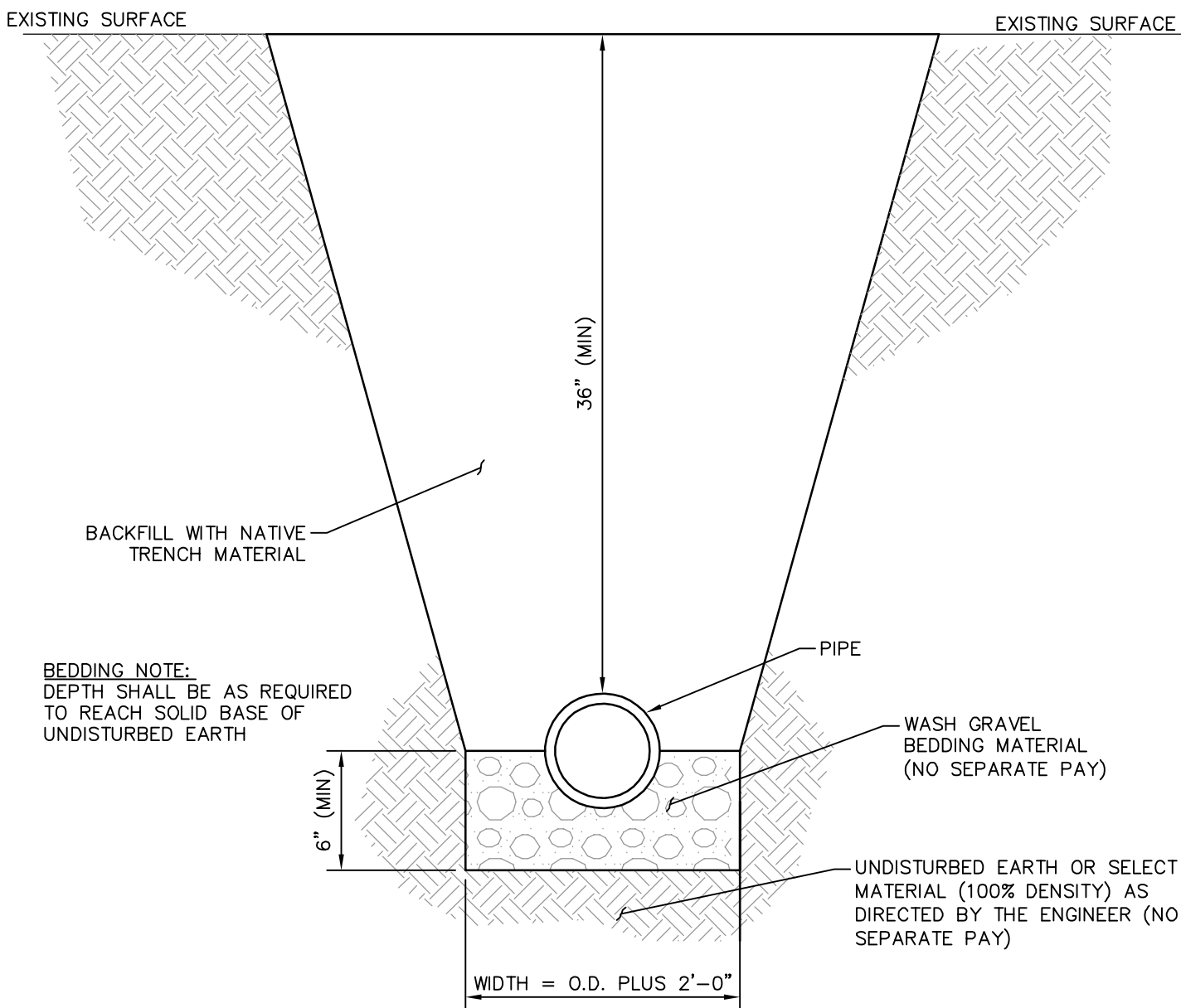
TYPICAL MANHOLE SECTION



STANDARD PRECAST CONCRETE MANHOLE - PLAN VIEW

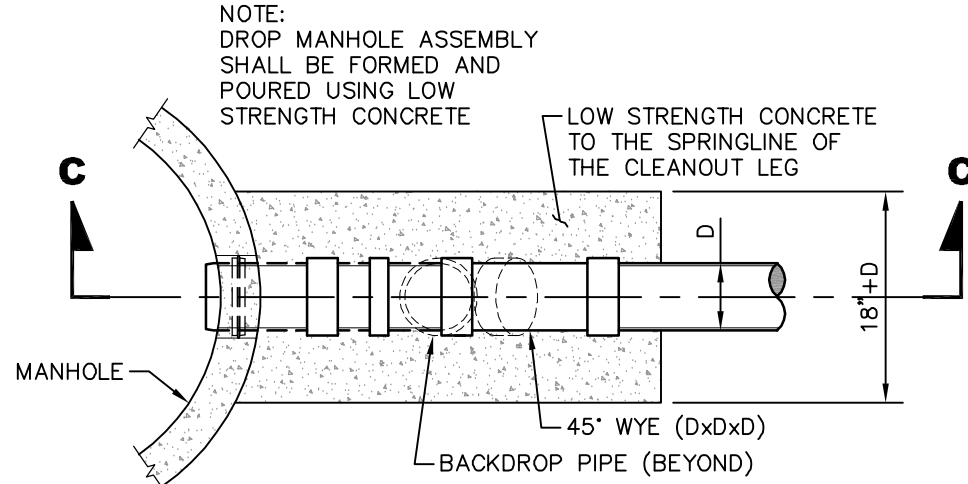
SHOWN WITH 48" Ø MANHOLE, LARGER DIAMETER MANHOLES MAY BE SIMILAR DESIGN, IF APPROVED BY THE ENGINEER. SHOWN WITH PVC PIPE.

TABLE NO. 1 GOVERNING DIMENSIONS FOR MANHOLES			
PIPE SIZE	ANGLE	MIN. BASE Ø	"R"*
8" - 12"	0° - 90°	48"	18"
15"	0° - 60°	60"	22"
15"	60° - 90°	60"	22"
18"	0° - 90°	60"	27"
18"	60° - 90°	60"	22"
21"	0° - 90°	60"	31"
21"	60° - 90°	60"	28"
24"	0° - 45°	72"	36"
24"	45° - 90°	72"	27"
30"	0° - 60°	72"	45"
30"	60° - 90°	72"	32"
36"	0° - 30°	84"	54"

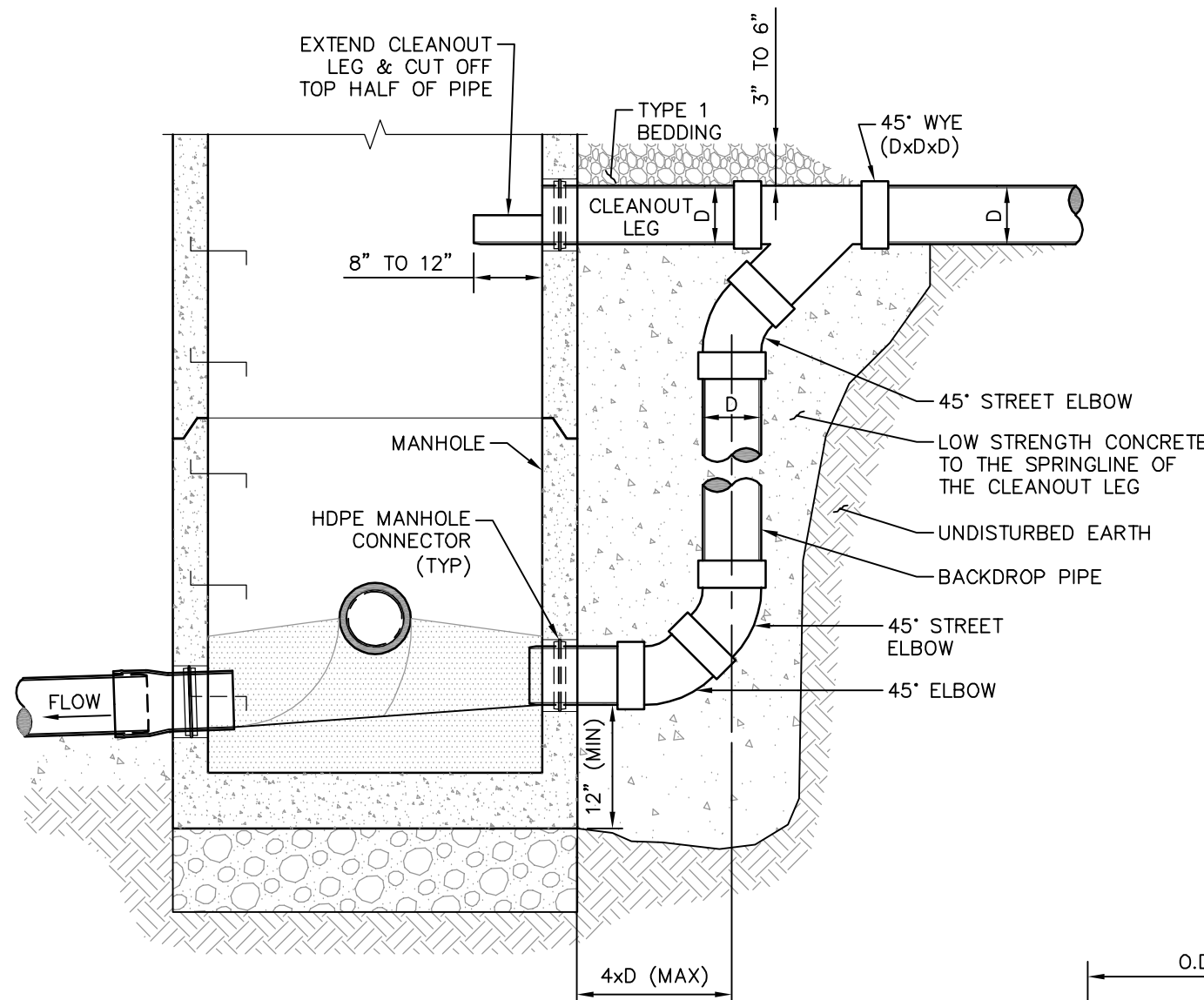


TYPICAL TRENCH IN NON-PAVED AREAS DETAIL

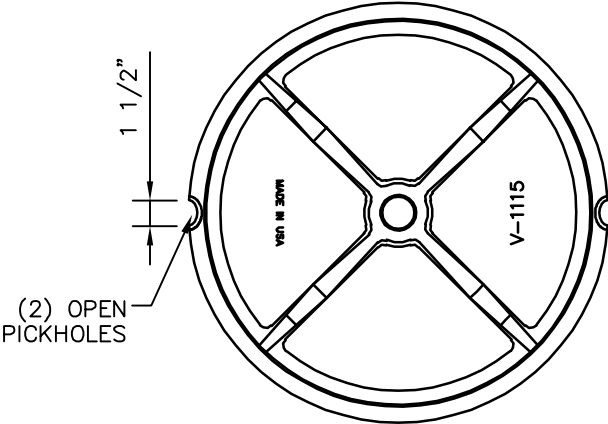
NOTE: TRENCH WIDTHS SHALL BE MINIMIZED BY THE CONTRACTOR TO ONLY NECESSARY FOR CONSTRUCTION AS DETERMINED BY THE ENGINEER.



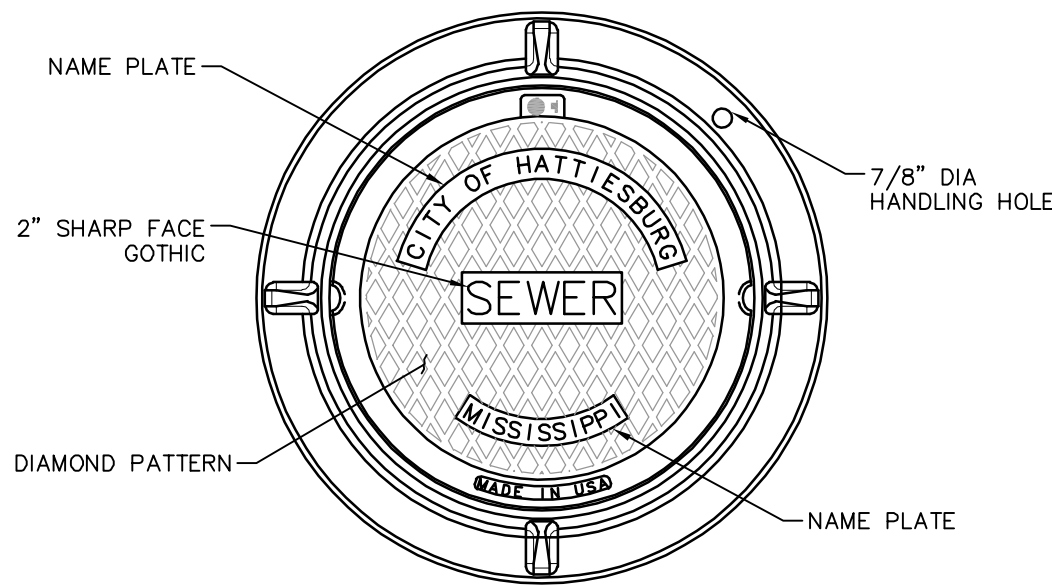
EXTERIOR DROP CLEANOUT MANHOLE ASSEMBLY - PLAN VIEW



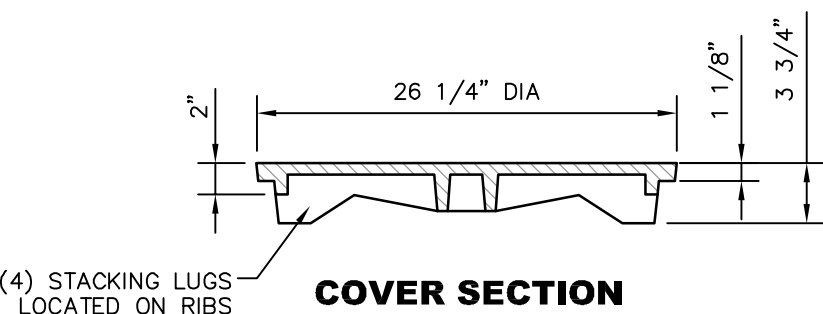
DETAIL "B" TYPICAL EXTERIOR DROP CLEANOUT ASSEMBLY ELEVATION



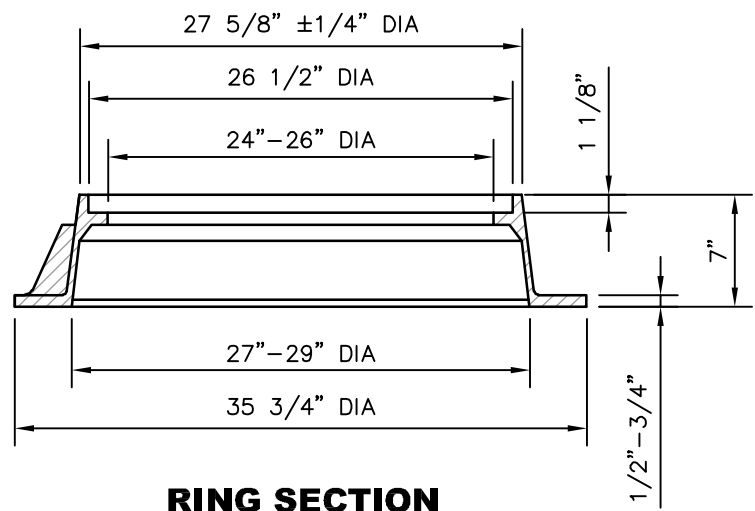
INVERTED PLAN COVER



PLAN WITH FRAME



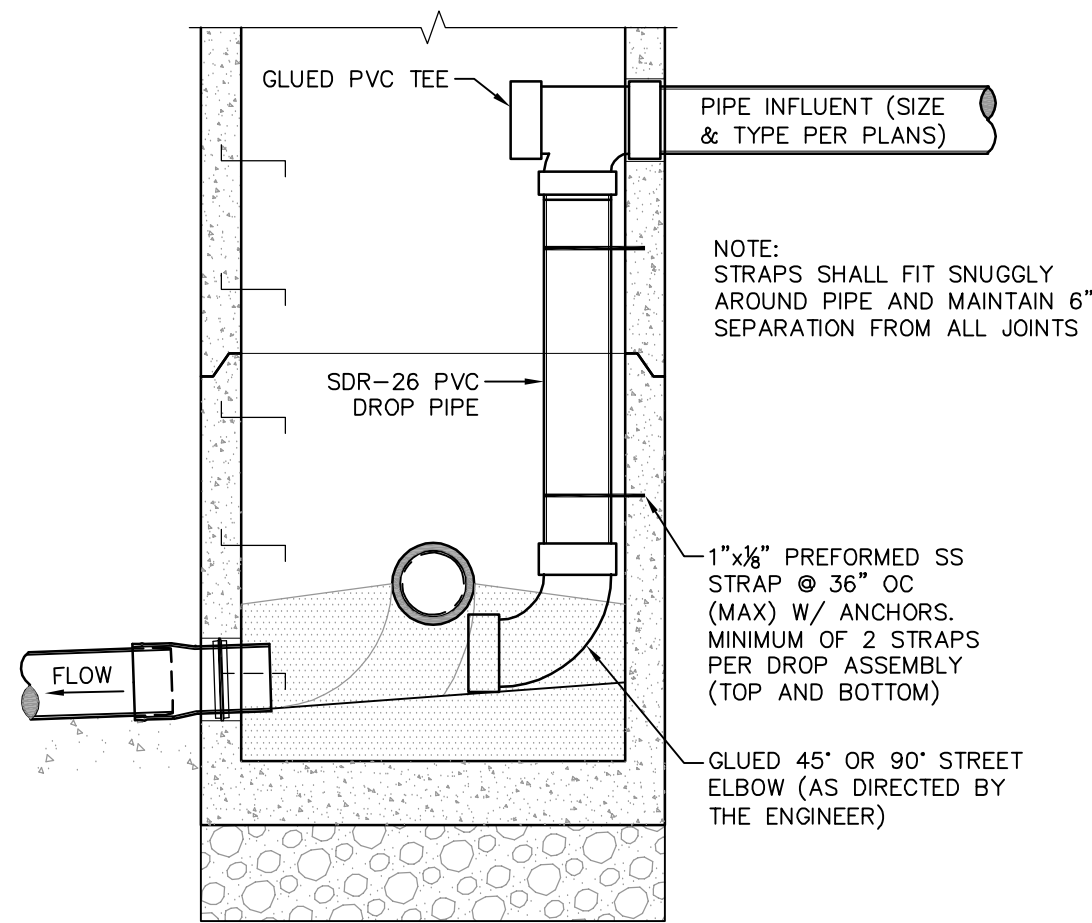
COVER SECTION



RING SECTION

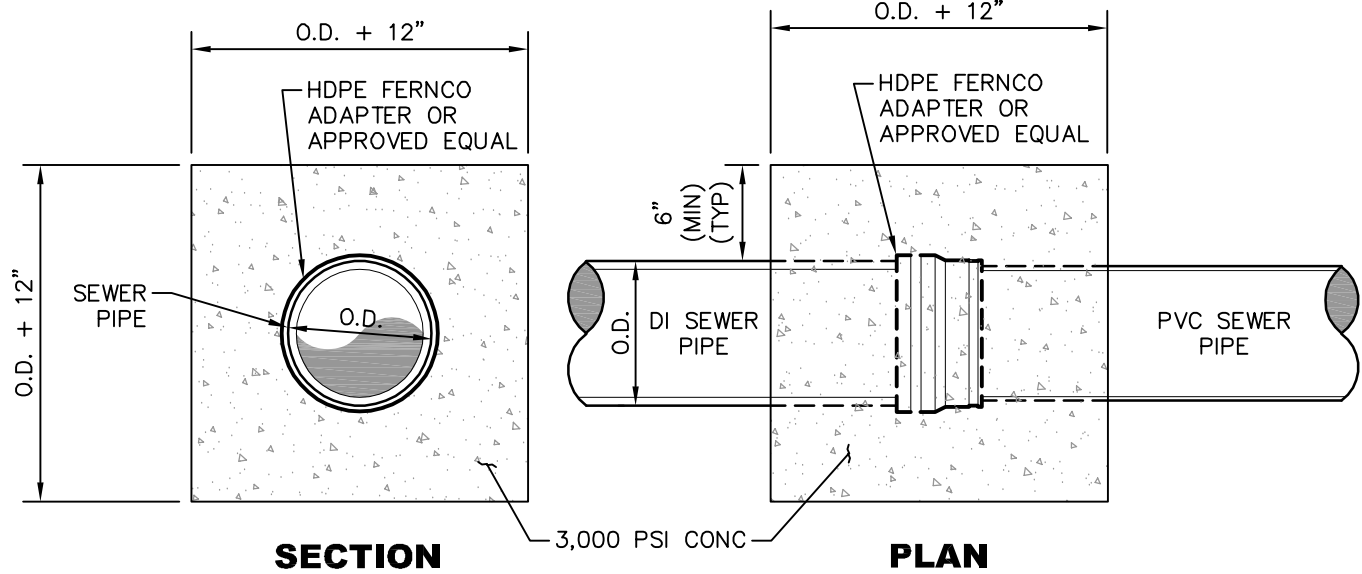
HEAVY DUTY COVER & FRAME V-1115 OR USF 370 WITH OUT HOLES ONLY
HEAVY DUTY WATERTIGHT COVER & FRAME V-2115-3 AGS WITH OUT HOLES, WITH GASKET & BOLTS ONLY

MANHOLE COVER DETAILS



DETAIL "A" TYPICAL INTERIOR DROP CLEANOUT ASSEMBLY ELEVATION

DROP CLEANOUT NOTES:
1. USE DETAIL "A" SHOWN ABOVE, ONLY WHERE A SINGLE 8" DROP ASSEMBLY CONNECTION INSIDE A 48" DIA. MANHOLE IS REQUIRED. FOR MULTIPLE DROP CONNECTIONS INSIDE A 48" MANHOLE USE DETAIL "B", SHOWN AT LEFT. FOR MULTIPLE DROP CONNECTION ASSEMBLIES IN LARGER DIAMETER MANHOLES THE DROP CONNECTIONS SHALL BE INSTALLED AS DIRECTED BY THE ENGINEER.
2. ALL HARDWARE SHALL BE STAINLESS STEEL.
3. ALL APPURTENANCES REQUIRED FOR A COMPLETE DROP CONNECTION ASSEMBLY SHALL BE INCLUDED IN THE BID PRICE.

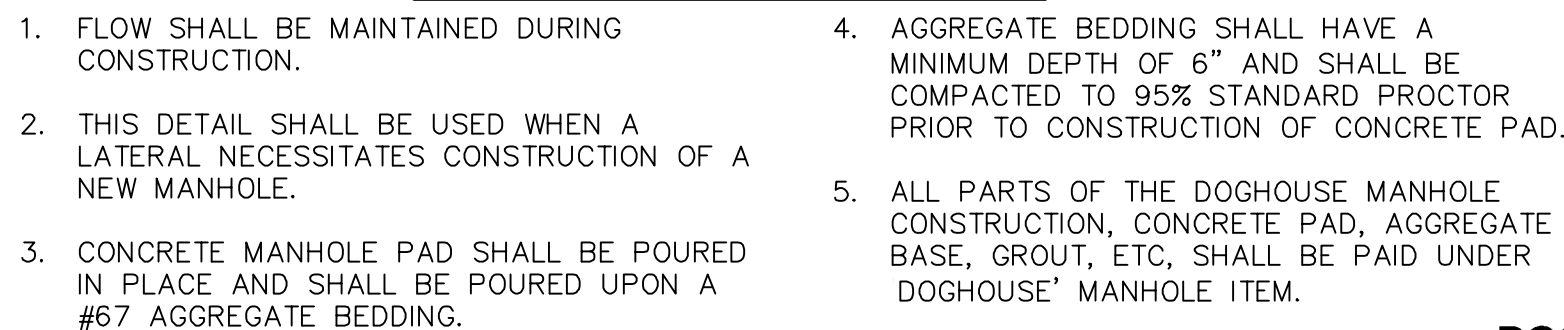


TYPICAL PVC SEWER PIPE TO SAME SIZE DUCTILE IRON SEWER PIPE CONNECTION

GENERAL NOTES:

- ALL MANHOLES SHALL BE STANDARD PRECAST WITH EXTENDED BASES, UNLESS OTHERWISE DIRECTED. FLEXIBLE INLET AND OUTLET CONNECTION BOOTS REQUIRED ON ALL PIPES AND FORCE MAINS.
- ALL ELEMENTS SHALL CONFORM TO PRECAST MANHOLE SPECIFICATION. A.S.T.M. C-478 LATEST REVISION.
- PRECAST CONCRETE RINGS SHALL BE USED TO BRING MANHOLE FRAME AND COVER TO GRADE USE (11" MAX. RISE).
- MANHOLES IN PAVED AREAS SHALL BE FURNISHED WITH ADJUSTING RINGS.

NO.	DATE	DESCRIPTION	BY
SEWER INSTALLATION DETAILS			
LONGLEAF NORTH INFRASTRUCTURE IMPROVEMENTS CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by:	RES/SLS	Checked by:	SEM
Date:	11-06-2020	Working No.:	SSD1
Drawing No.:	11290	Sheet No.:	36

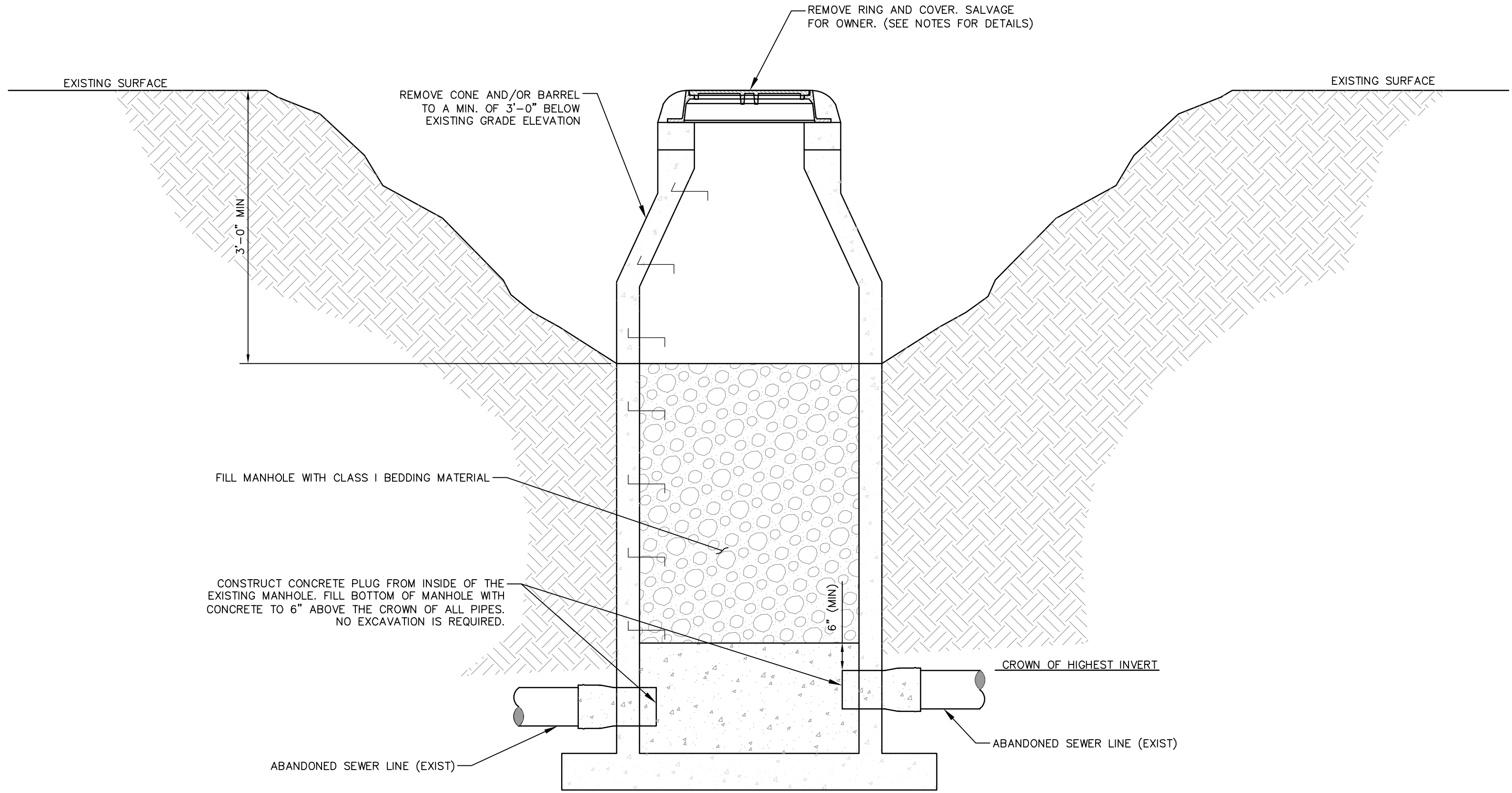


TYPICAL ADDITIONAL PAVING DETAIL @ FLAT TOP MANHOLE



CLEANOUTS SHALL BE PLACED AT ALL BENDS IN SERVICE LINES OVER 22.5' AND ALL CHANGES IN GRADE. CLEANOUTS SHALL BE PLACED AT ROW LINES AS DETAILED.

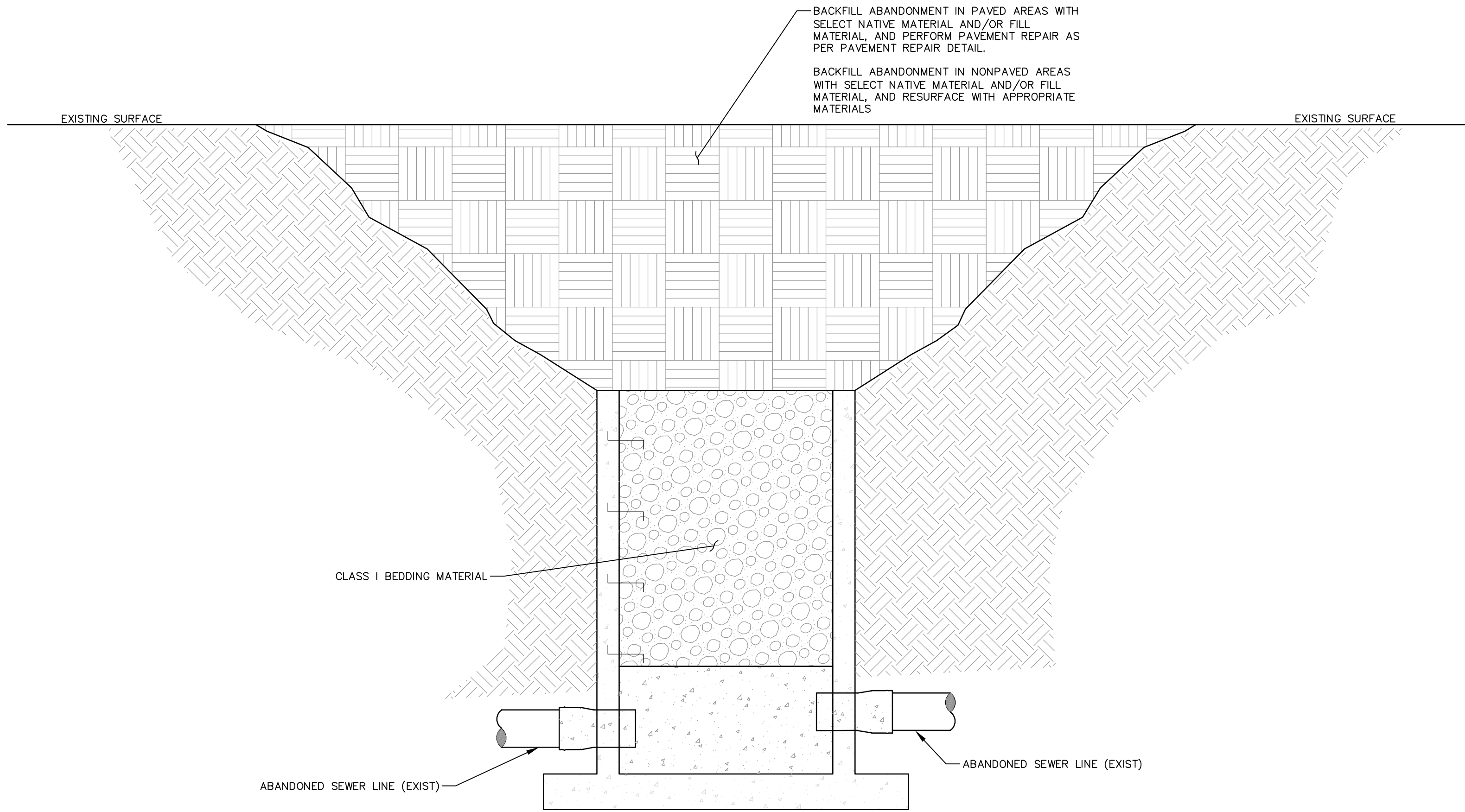
Date: 11-06-2020	Working No. <u>SSD2</u>
Drawing No.: 11290	Sheet No. <u>37</u>



EXISTING MANHOLE ABANDONMENT DETAIL
NOT TO SCALE

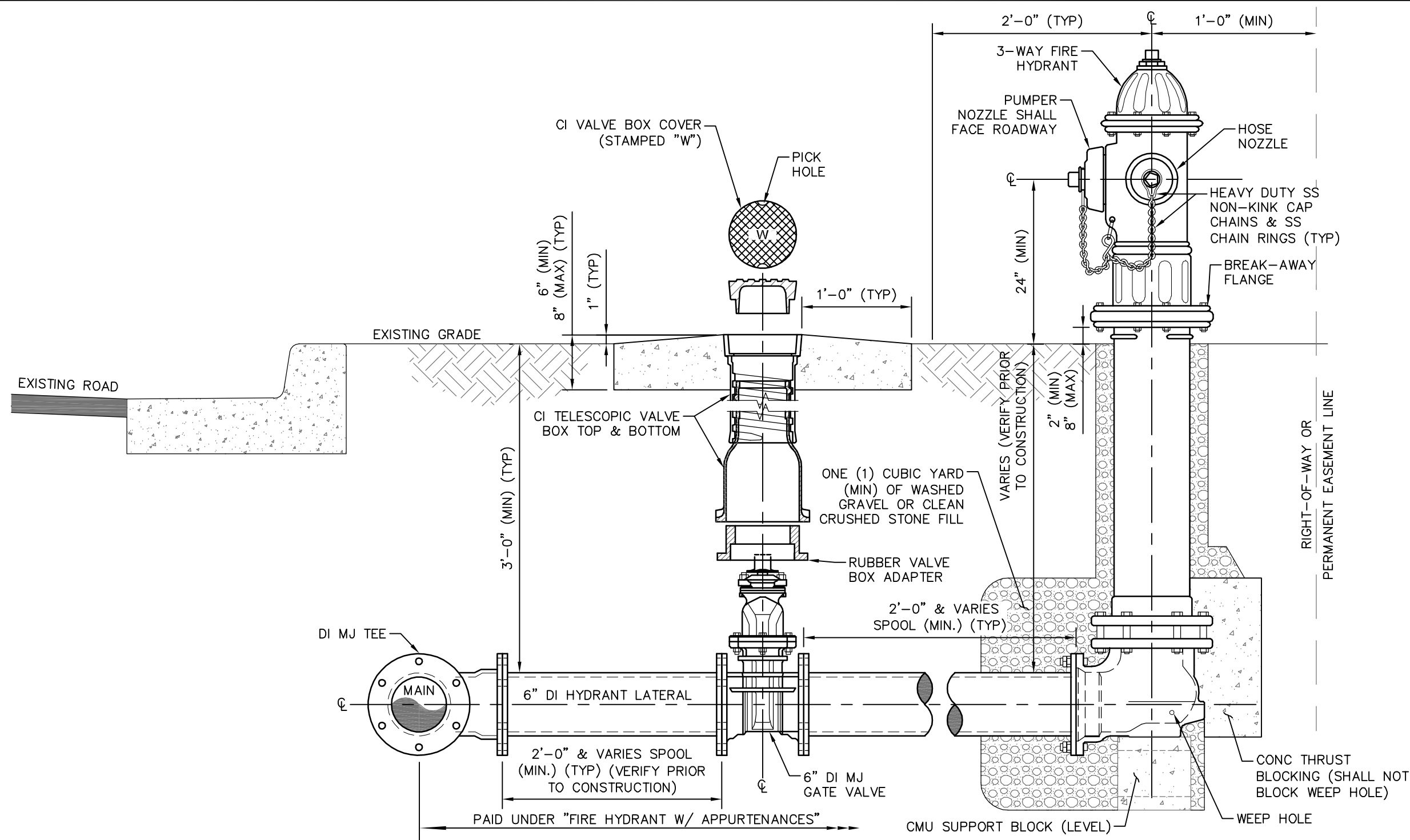
SPECIAL SEWER ABANDONMENT / REMOVAL NOTES:

1. ALL EXISTING MANHOLES NOTED TO BE REMOVED SHALL BE REMOVED ENTIRELY. REMOVED ITEMS SHALL BE DISPOSED OF APPROPRIATELY.
2. ALL EXISTING MANHOLES NOTED TO BE ABANDONED, SHALL BE PAID FOR PER EACH AND SHALL BE MODIFIED AS FOLLOWS:
 - 2.1. REMOVE AND DISPOSE OF SANITARY WASTE.
 - 2.2. REMOVE COVER, FRAME AND THE TOP 36" OF MANHOLE STRUCTURE. DISPOSE OF REMOVED OBJECTS APPROPRIATELY.
 - 2.3. FILL BOTTOM OF MANHOLE WITH CONCRETE, MINIMUM 6" ABOVE THE CROWN OF ALL PIPES.
 - 2.4. FILL THE MANHOLE WITH CLASS I BEDDING MATERIAL.
 - 2.5. BACKFILL WITH NATIVE SOIL MATERIAL AND/OR FILL MATERIAL (CL B9) AND COMPACT. GRADE TO DRAIN AS REQUIRED. GRASS DISTURBED AREA OR REPAIR PAVEMENT AREAS.
3. ALL EXISTING SEWER PIPES NOTED TO BE REMOVED, SHALL BE REMOVED ENTIRELY. (NO SEPARATE PAY)
4. ALL EXISTING SEWER PIPES NOTED TO BE ABANDONED SHALL BE PAID FOR BY LINEAR FOOT AND SHALL BE MODIFIED AS FOLLOWS:
 - 4.1. REMOVE AND DISPOSE OF SANITARY WASTE.
 - 4.2. FILL THE PIPE WITH FLOWABLE FILL.
 - 4.3. PLUG ENDS.
5. WHERE ABANDONED SEWER PIPES AND/OR MANHOLES CONFLICT WITH THE NEW CONSTRUCTION, THE EXISTING PIPE OR MANHOLE SHALL BE REMOVED, UNLESS NOTED OTHERWISE OR DIRECTED BY THE ENGINEER.
6. MANHOLE RINGS AND COVERS NOTED FOR REMOVAL IN THESE PLANS, SHALL BE SALVAGED FOR THE OWNER. ALL ITEMS SALVAGED ITEMS SHALL BE CLEANED BY POWER WASHING. SAID ITEMS SHALL BE STACKED AND SECURED ON PALLETS. SAID ITEMS SHALL BECOME THE PROPERTY OF THE OWNER AND DELIVERED TO A SITE DETERMINED BY THE OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SECURITY OF SAID ITEMS PRIOR TO DELIVERY TO THE OWNER AND FOR REPLACEMENT IN KIND FOR ANY MISSING ITEMS. (NO SEPARATE PAY)

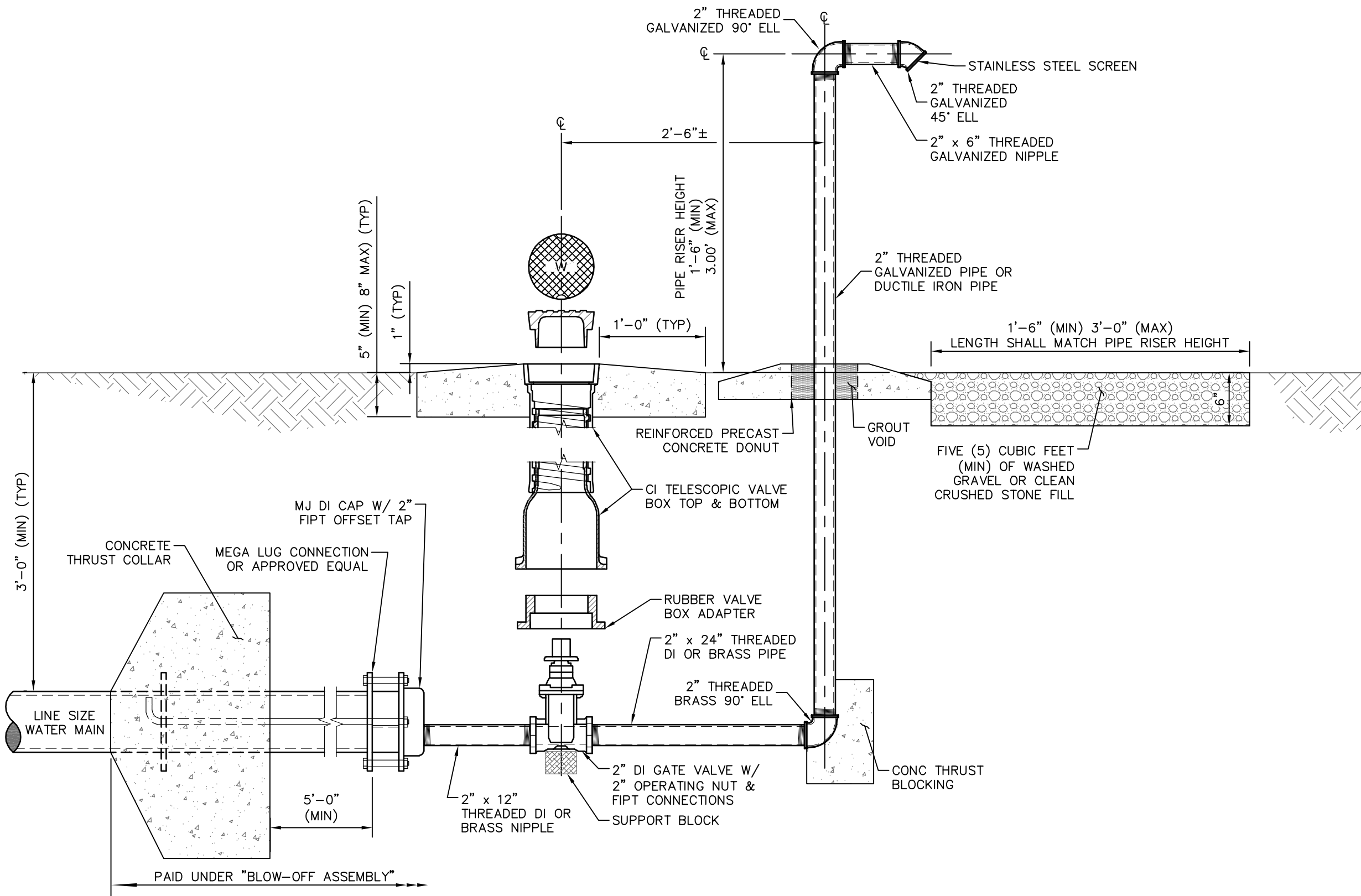


EXISTING MANHOLE ABANDONMENT COMPLETE DETAIL
NOT TO SCALE

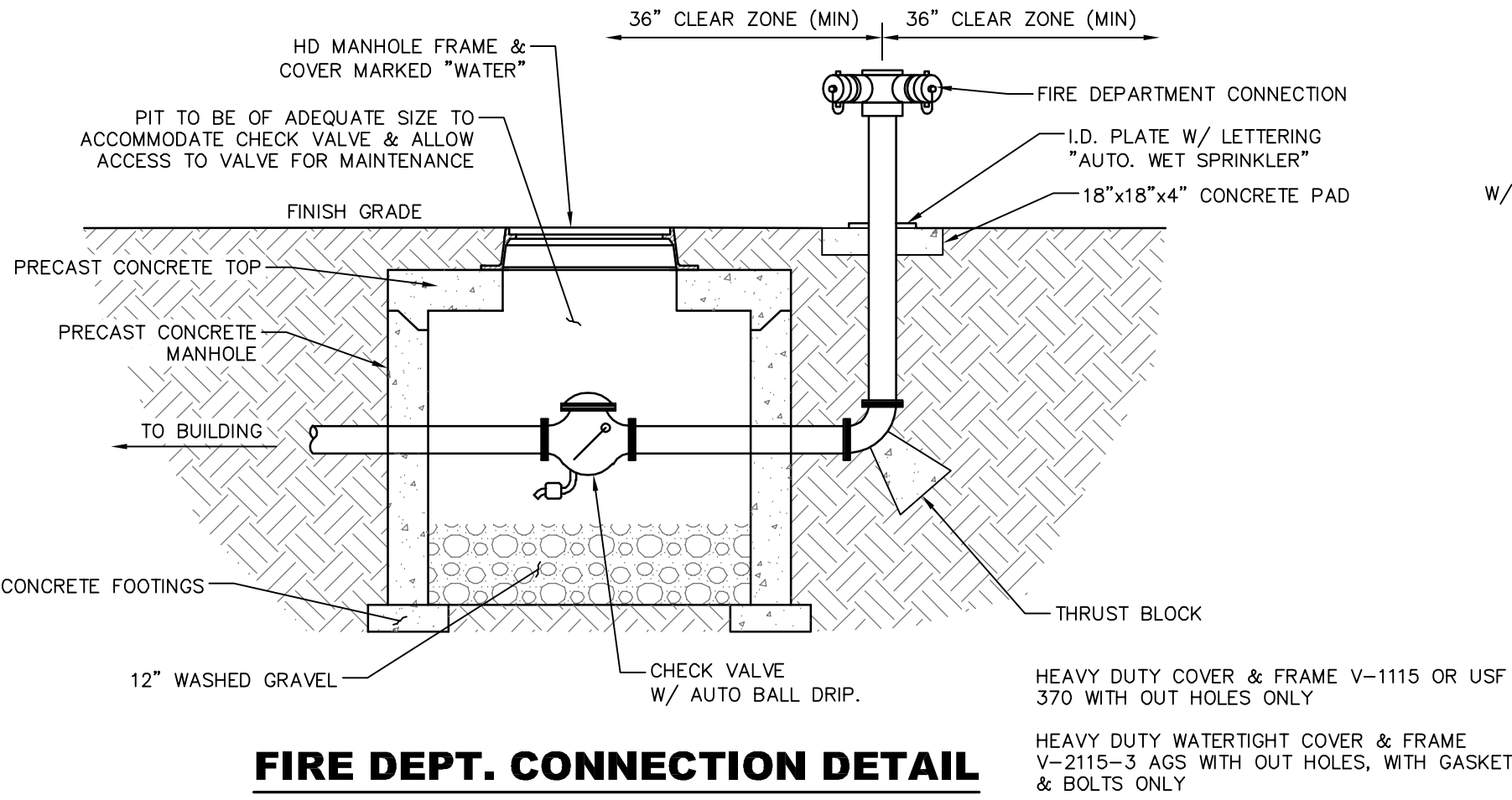
NO.	DATE	DESCRIPTION	BY
SEWER ABANDONMENT DETAILS			
LONGLEAF NORTH INFRASTRUCTURE IMPROVEMENTS			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: RES/SLS		Checked by: SEM	Scale: NONE
Date: 11-06-2020		Working No. ABN1	
Drawing No.: 11290		Sheet No. 38	



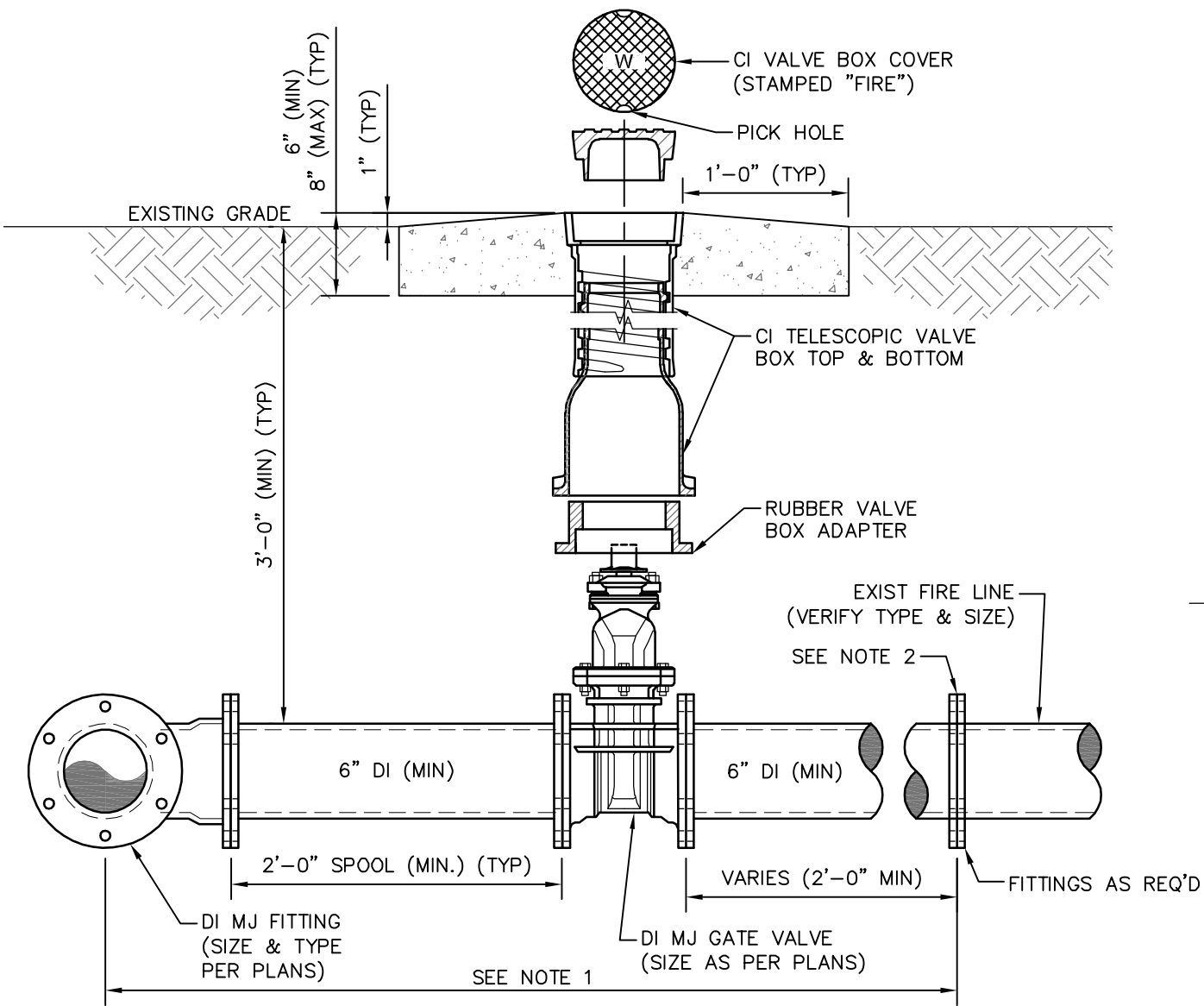
TYPICAL FIRE HYDRANT DETAIL



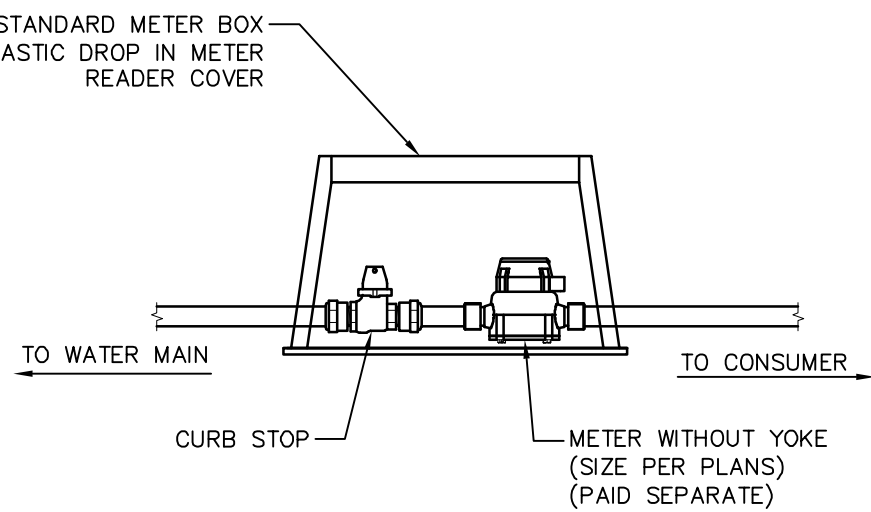
TYPICAL END OF LINE BLOW-OFF ASSEMBLY DETAIL



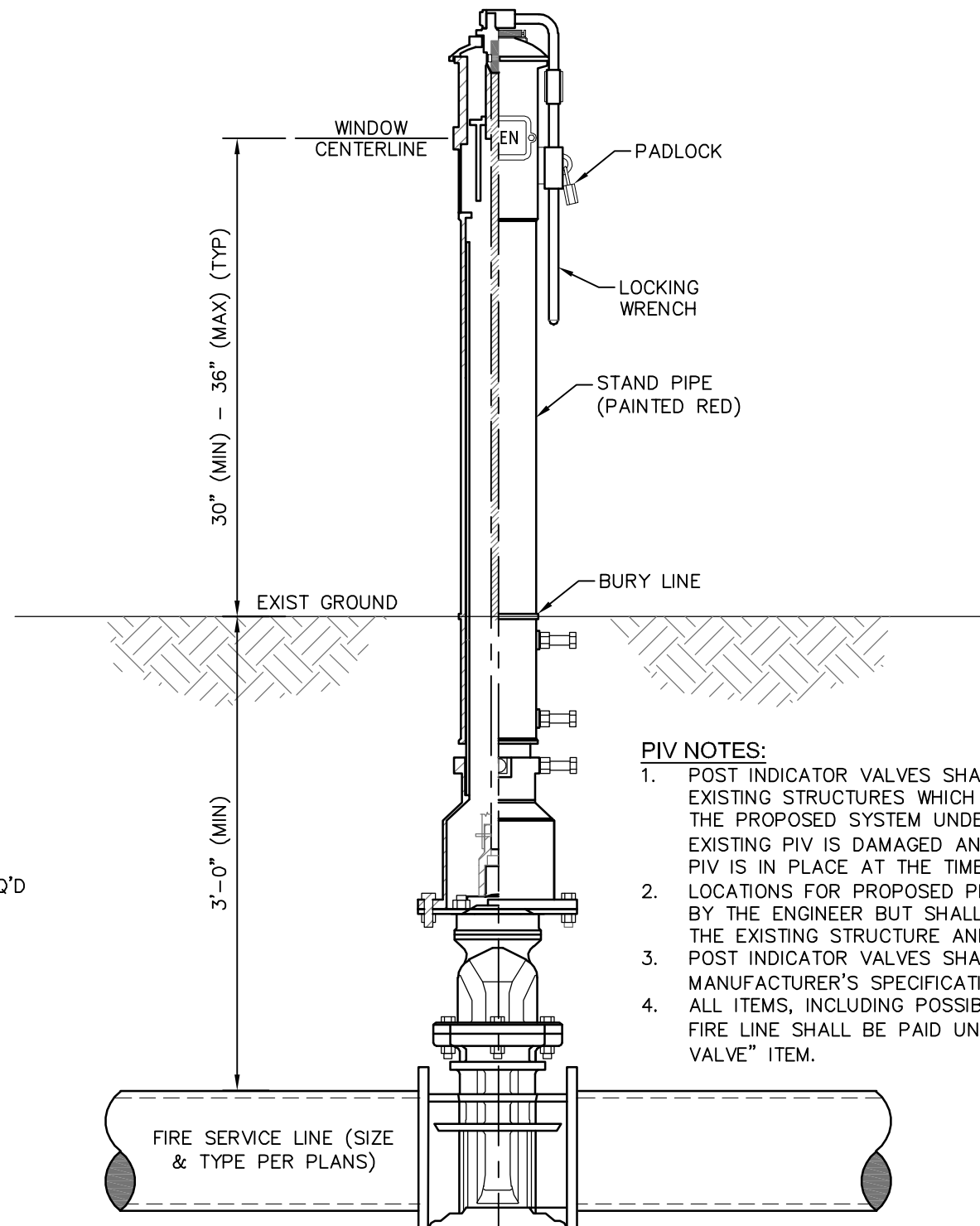
FIRE DEPT. CONNECTION DETAIL



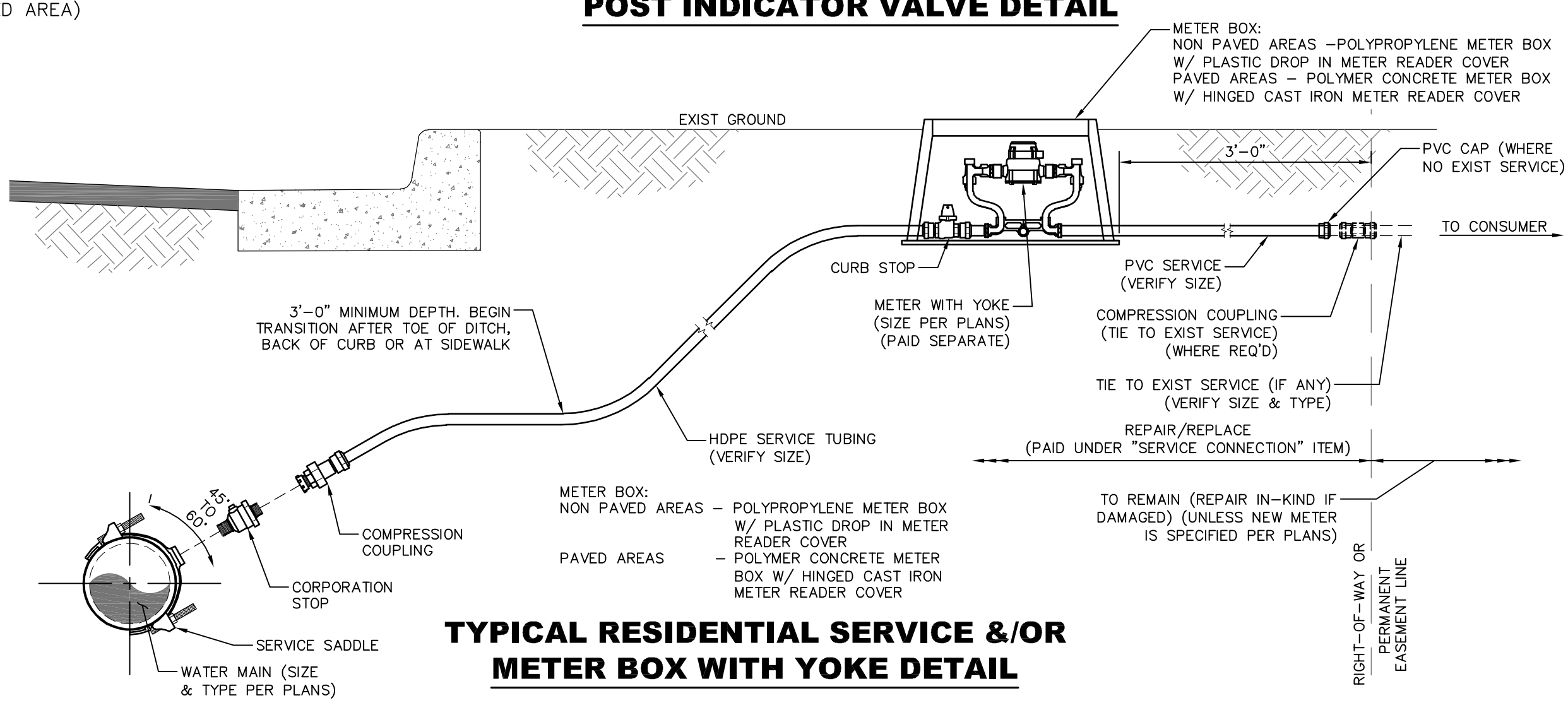
FIRE SUPPRESSION SYSTEM CONNECTION DETAIL
(UNPAVED AREA)



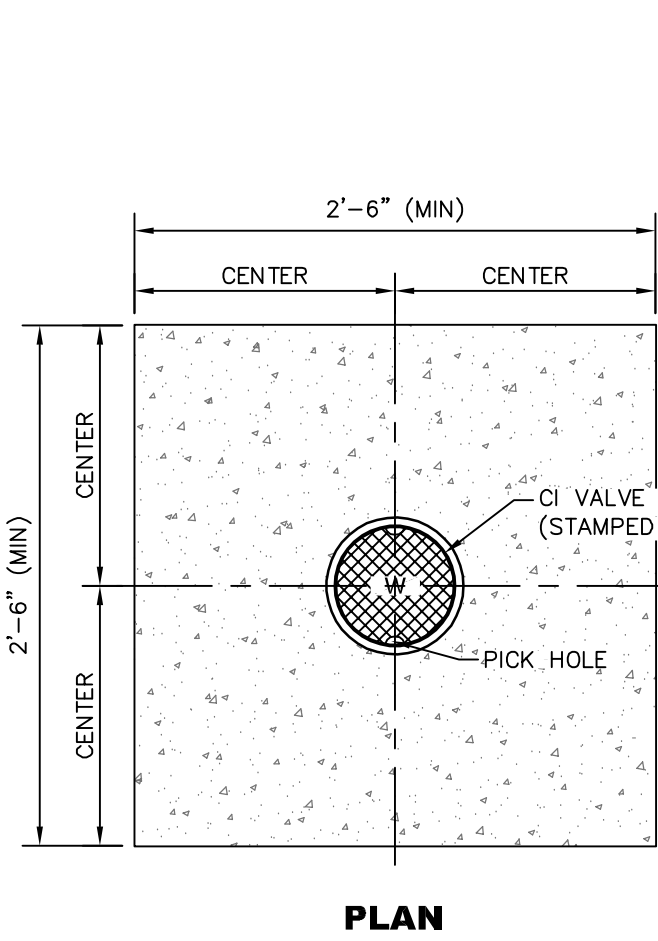
METER BOX WITHOUT YOKE DETAIL
(FOR REPAIR ONLY)



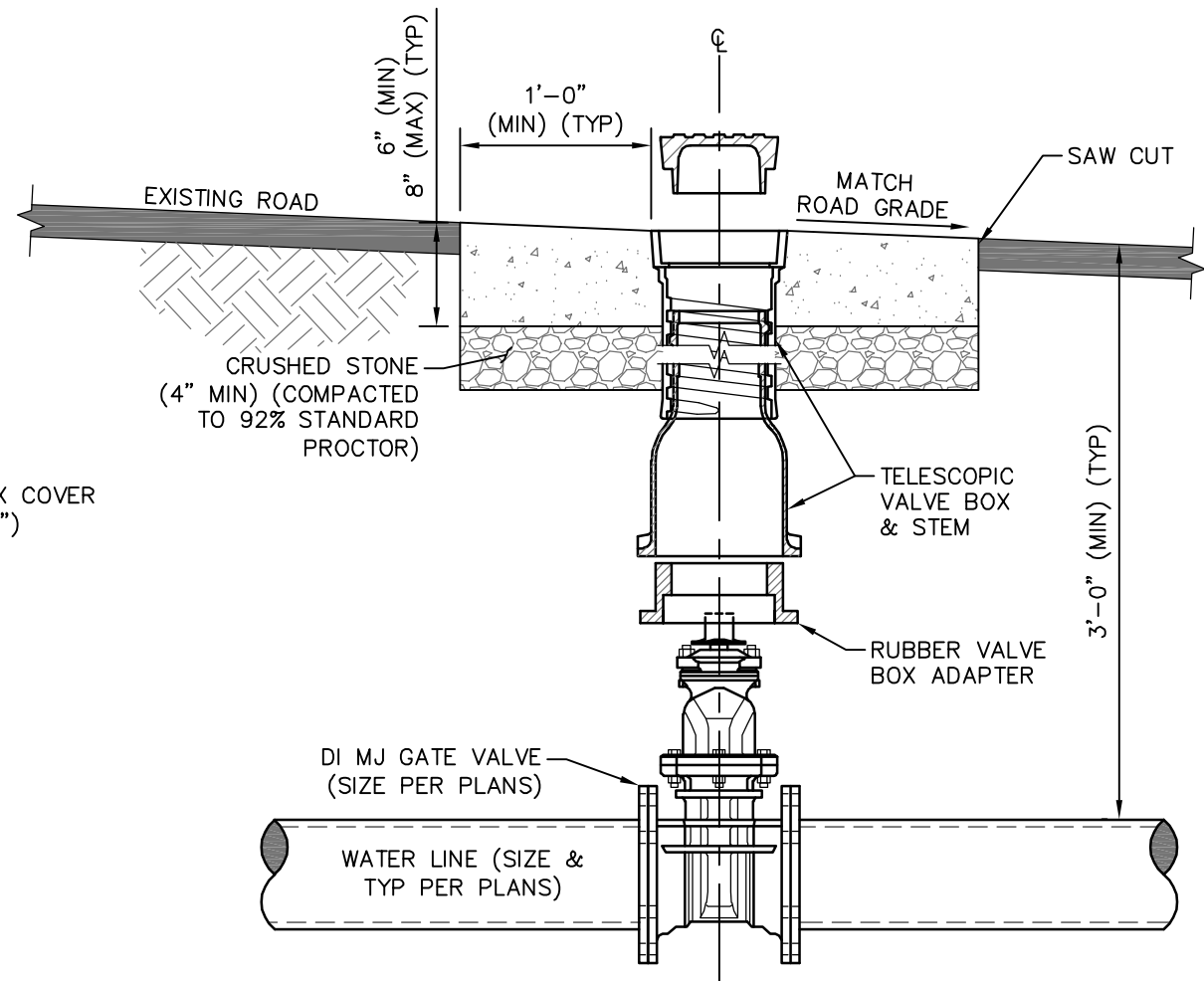
POST INDICATOR VALVE DETAIL



TYPICAL RESIDENTIAL SERVICE &/OR METER BOX WITH YOKE DETAIL

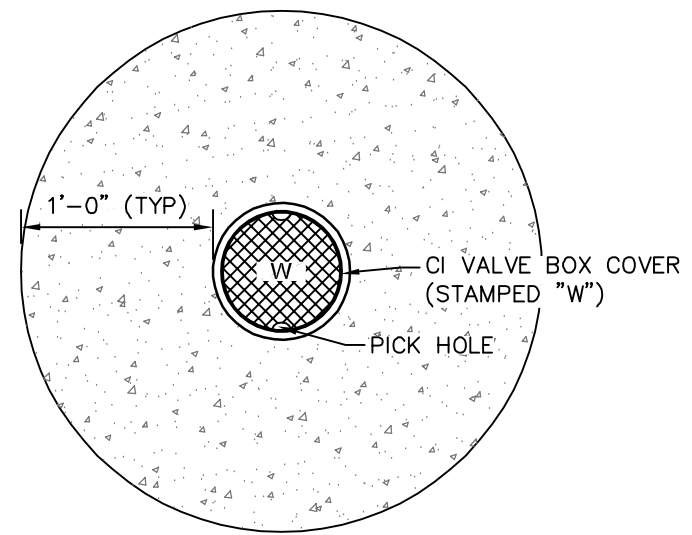


PLAN

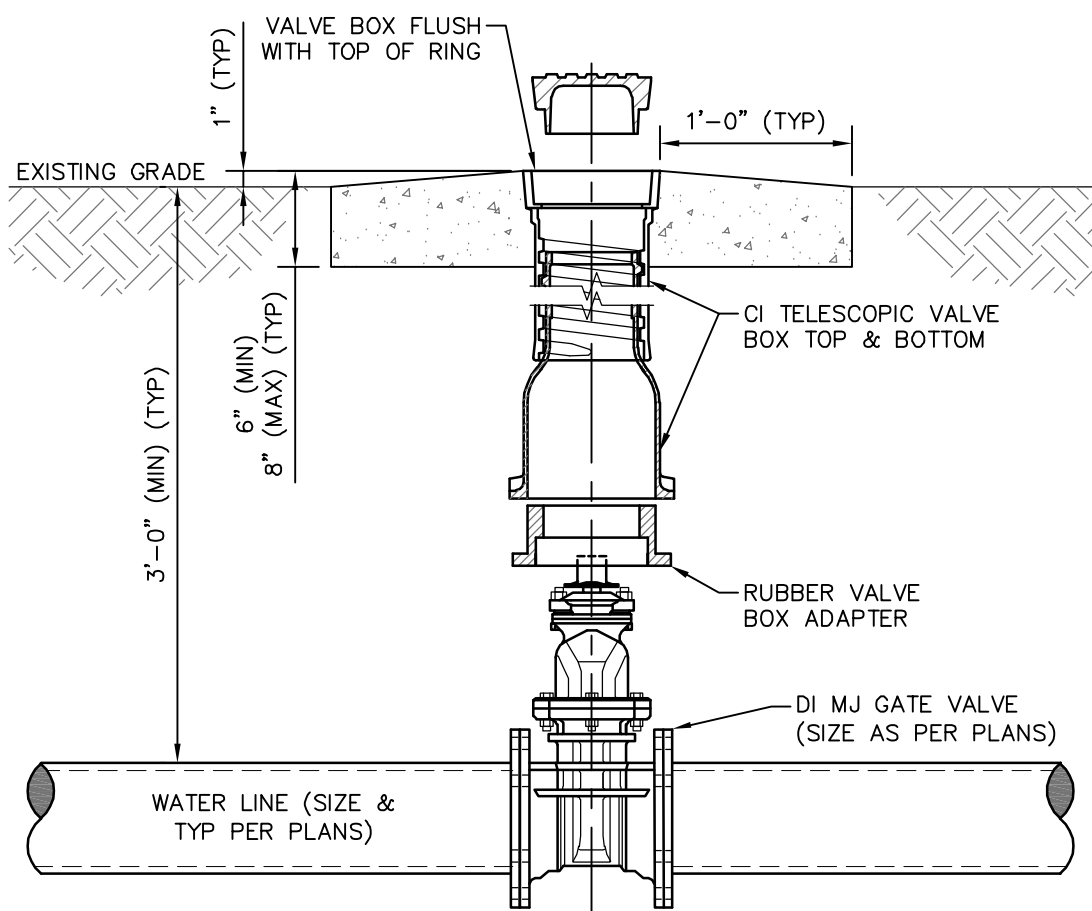


SECTION

GATE VALVE DETAIL
(PAVED AREA)



PLAN

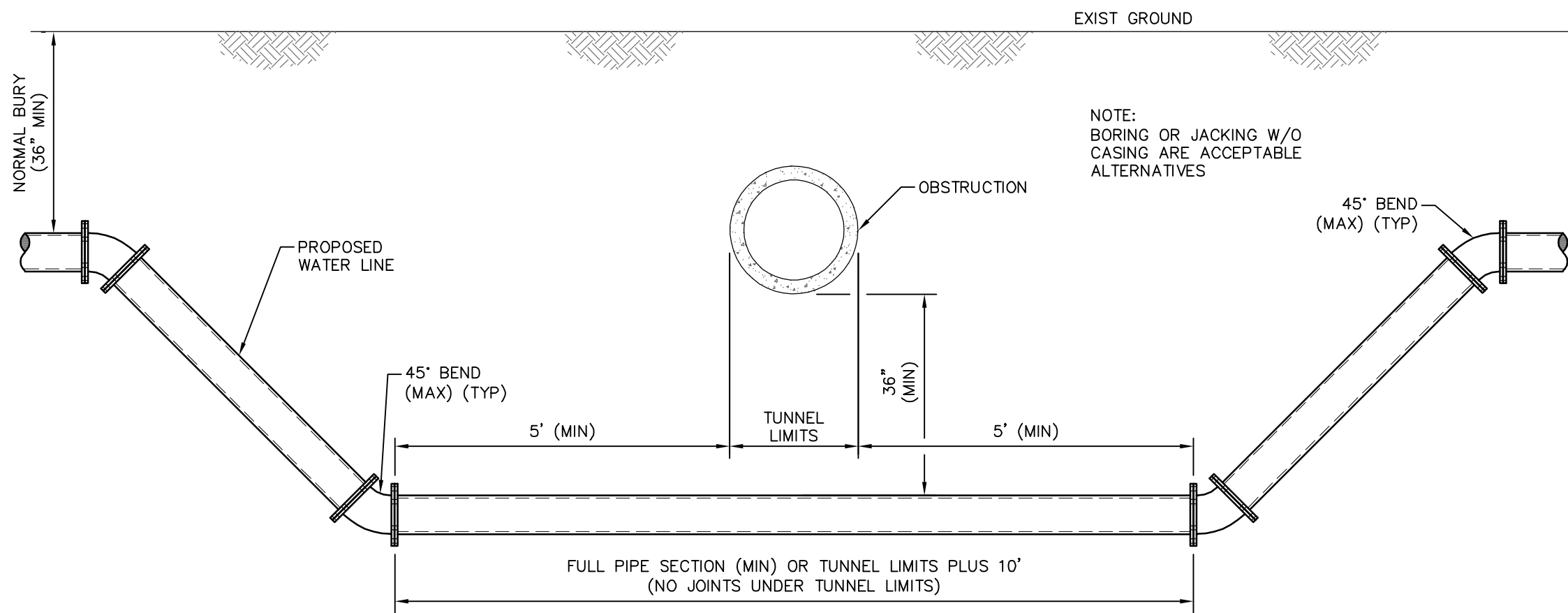


SECTION

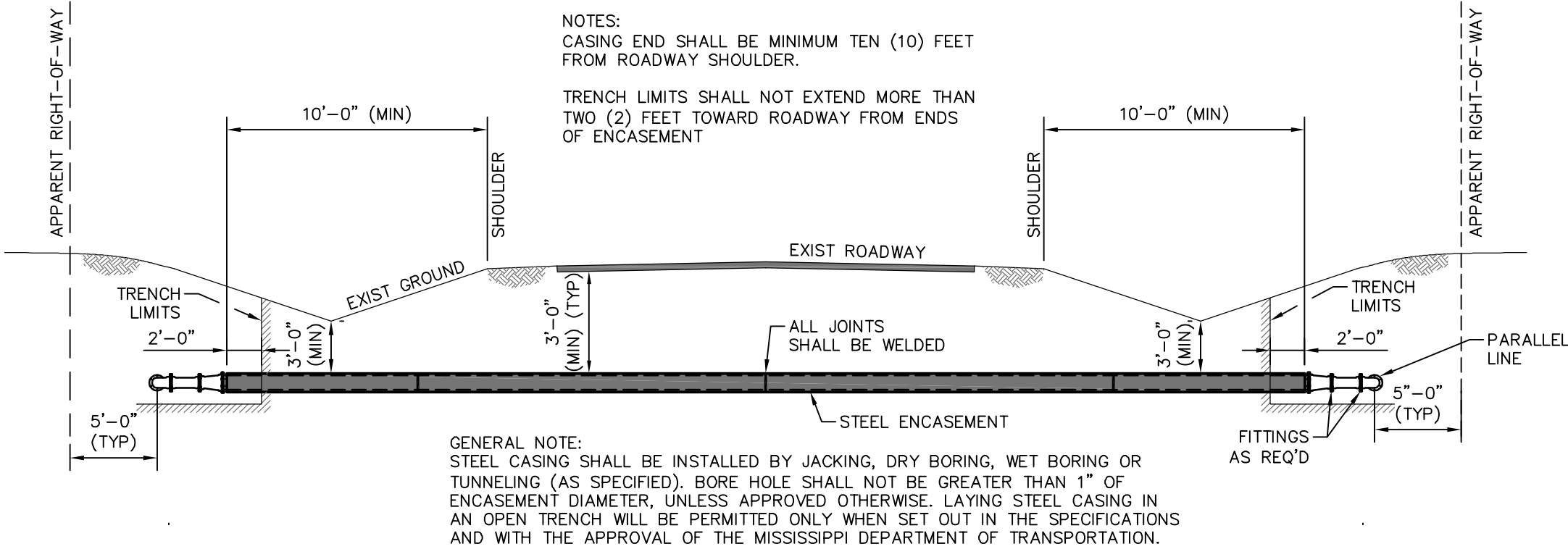
GATE VALVE DETAIL
(UNPAVED AREA)

NO.	DATE	DESCRIPTION	BY
WATER INSTALLATION DETAILS			
LONGLEAF NORTH INFRASTRUCTURE IMPROVEMENTS			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sdw.com			
Drawn by:	RES/SLS	Checked by:	SEM
Date:	11-06-2020	Working No.:	WTRD1
Drawing No.:	11290	Sheet No.:	39

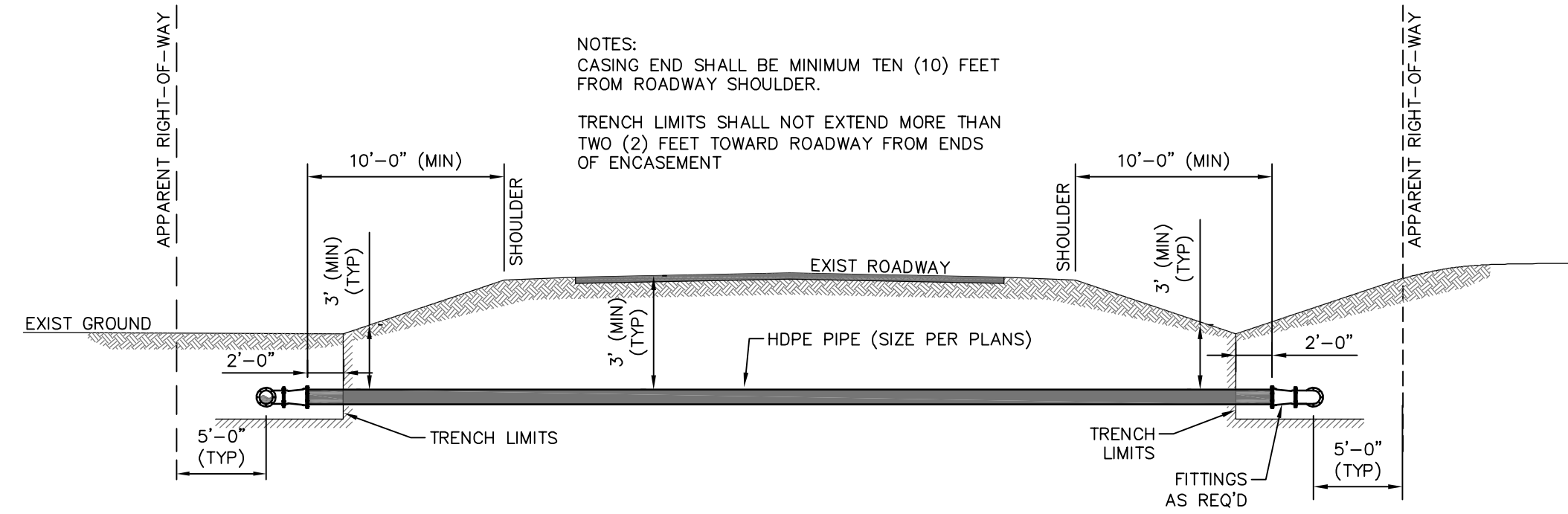
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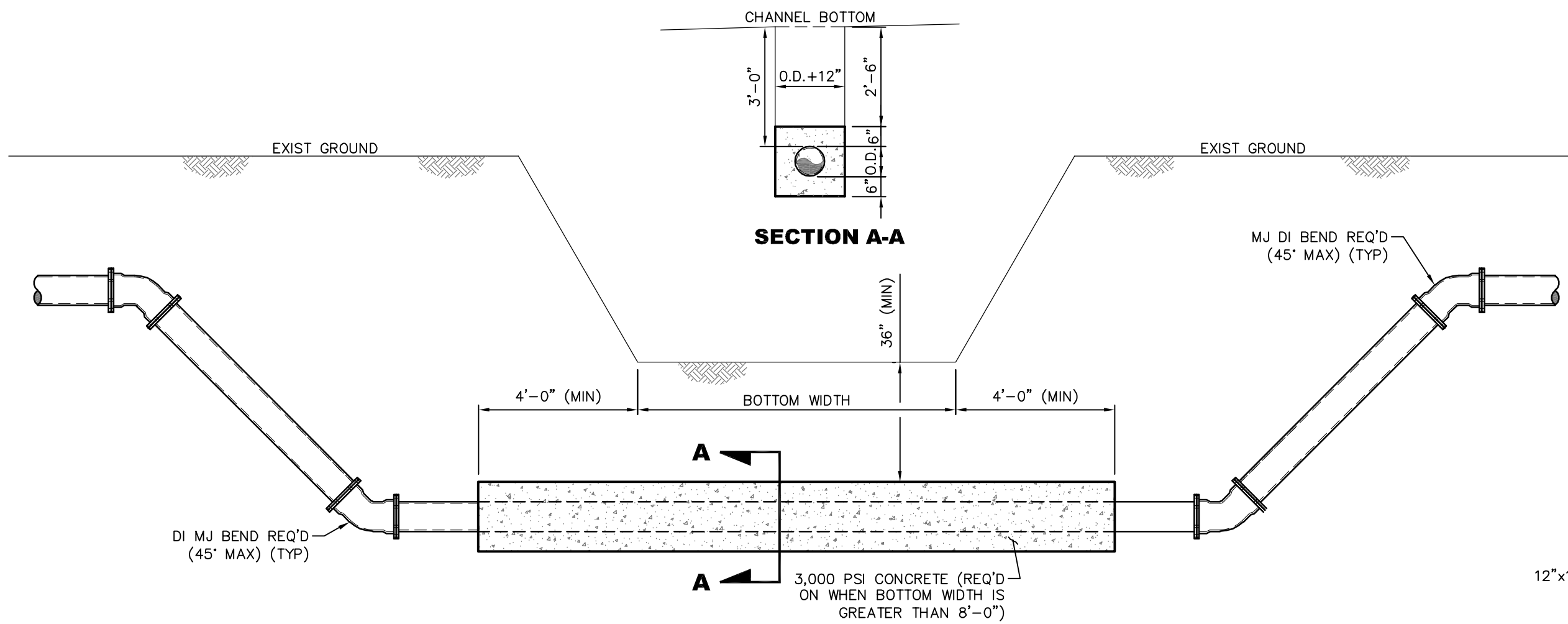
OBSTRUCTION CROSSING DETAIL



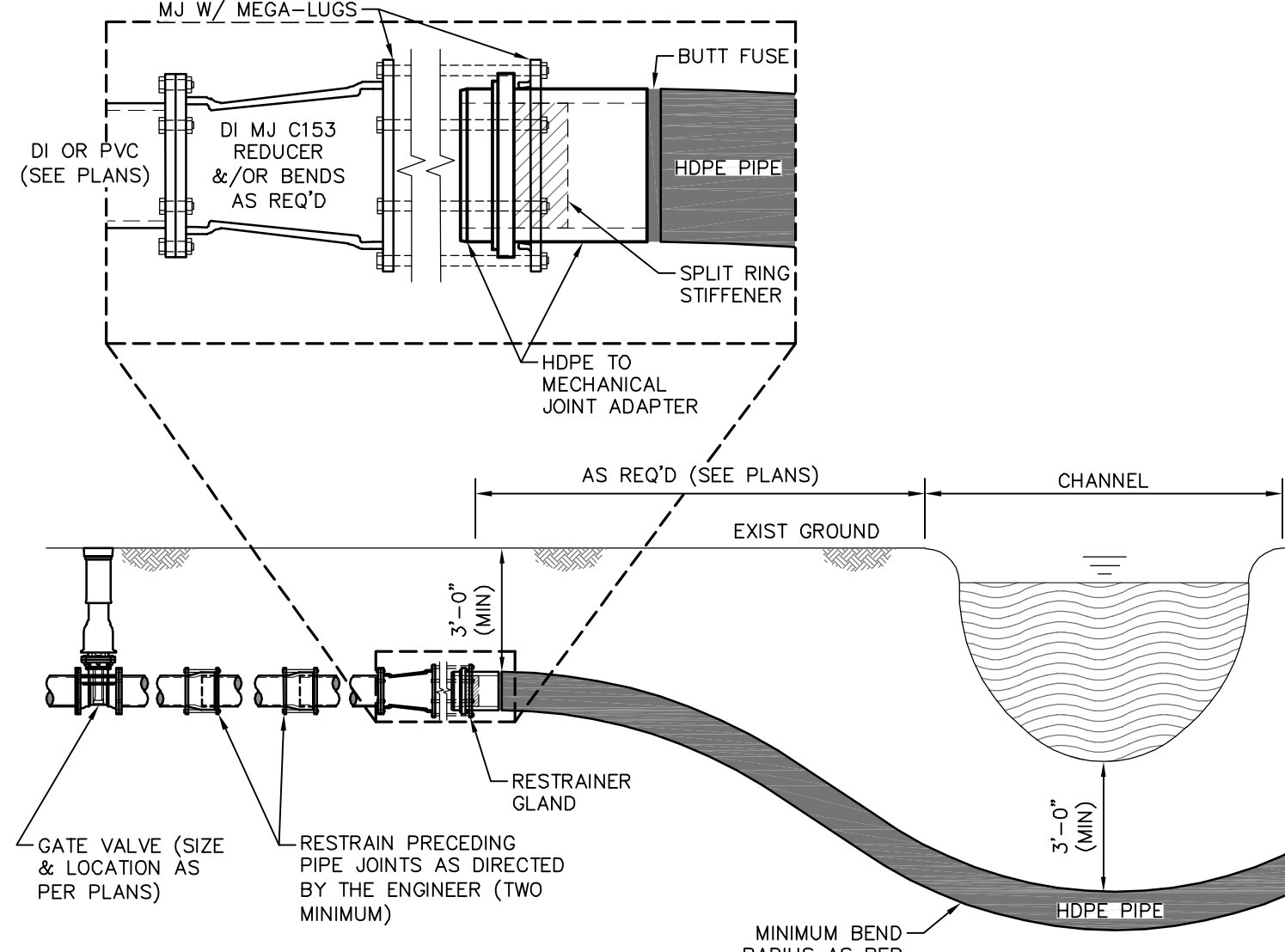
BORED ROADWAY CROSSING & WATER LINE PARALLELING



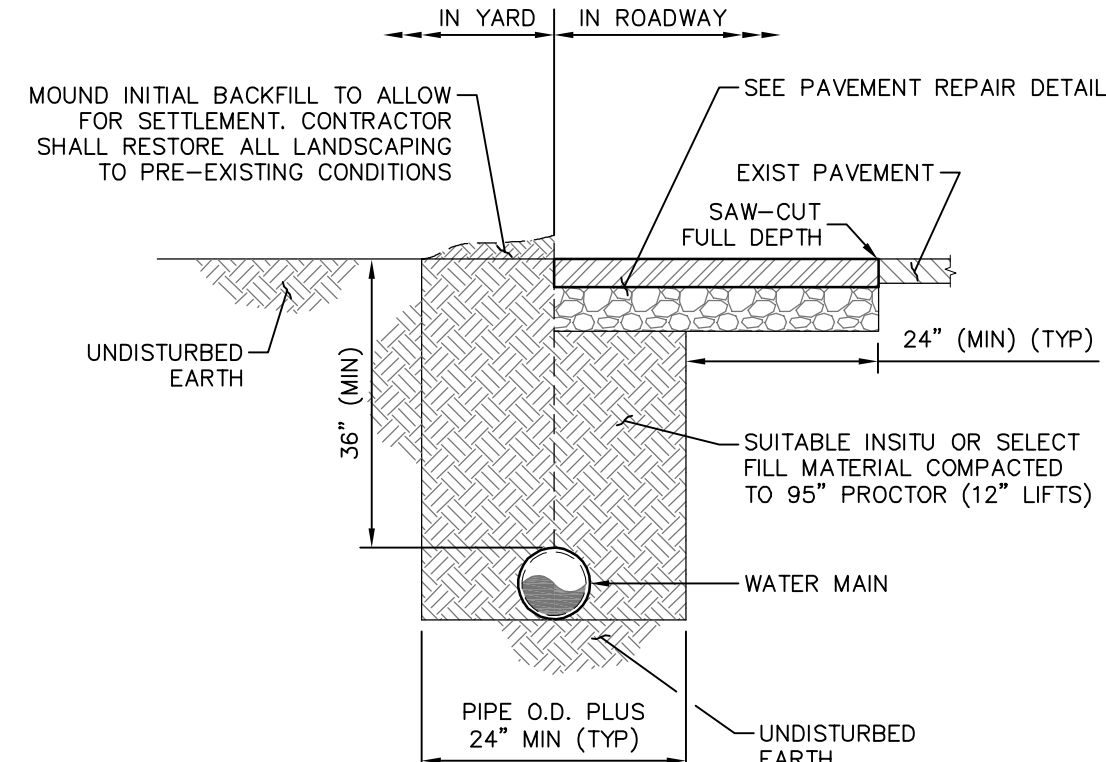
HDPE DIRECTIONAL BORE ROADWAY CROSSING & WATER LINE PARALLELING



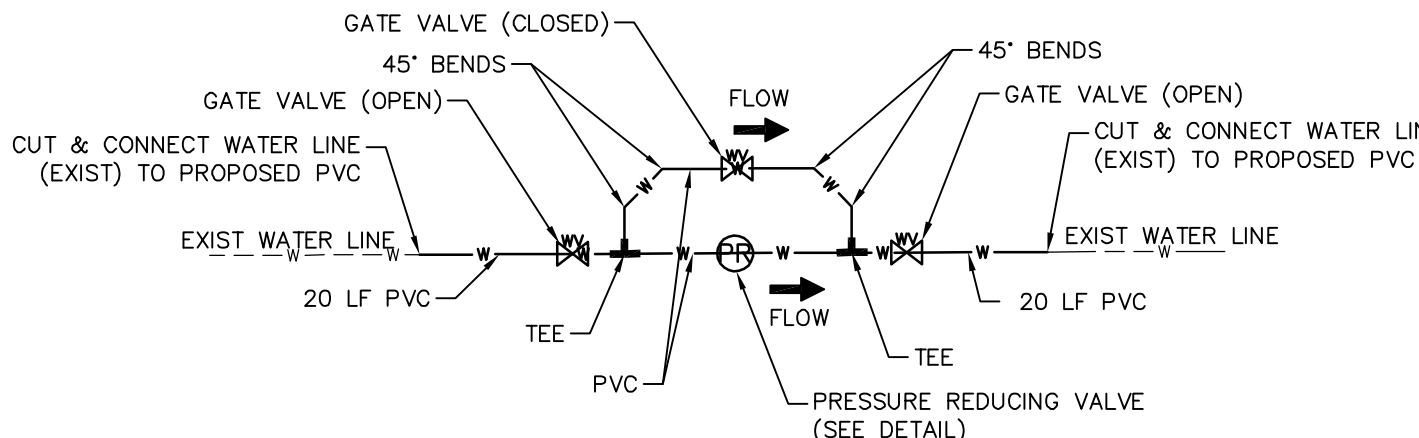
OPEN CUT DRY CHANNEL CROSSING DETAIL (NON-PAVED)



DIRECTIONAL BORE CHANNEL CROSSING DETAIL
(LEFT HALF SHOWN, RIGHT HALF SIMILAR)

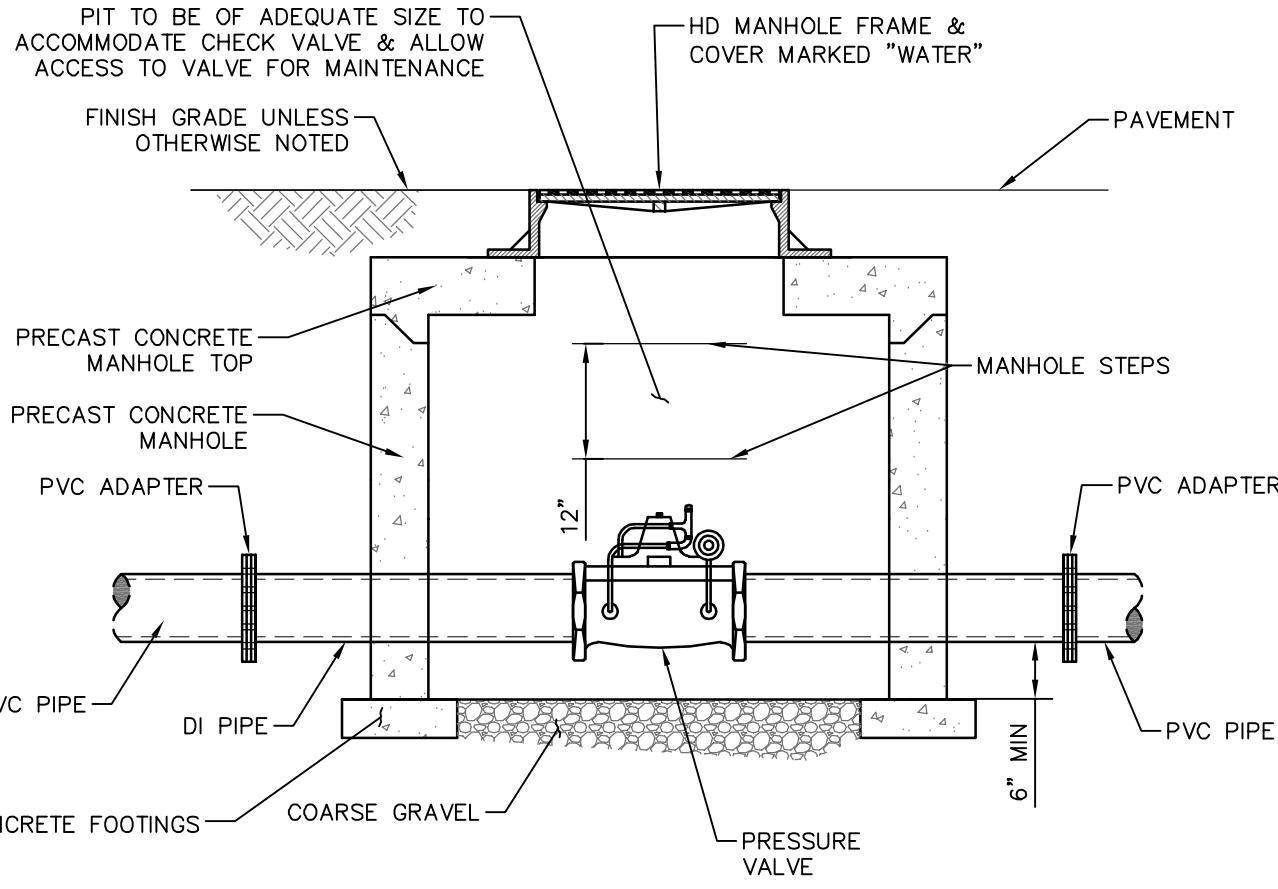


TYPICAL TRENCH DETAIL



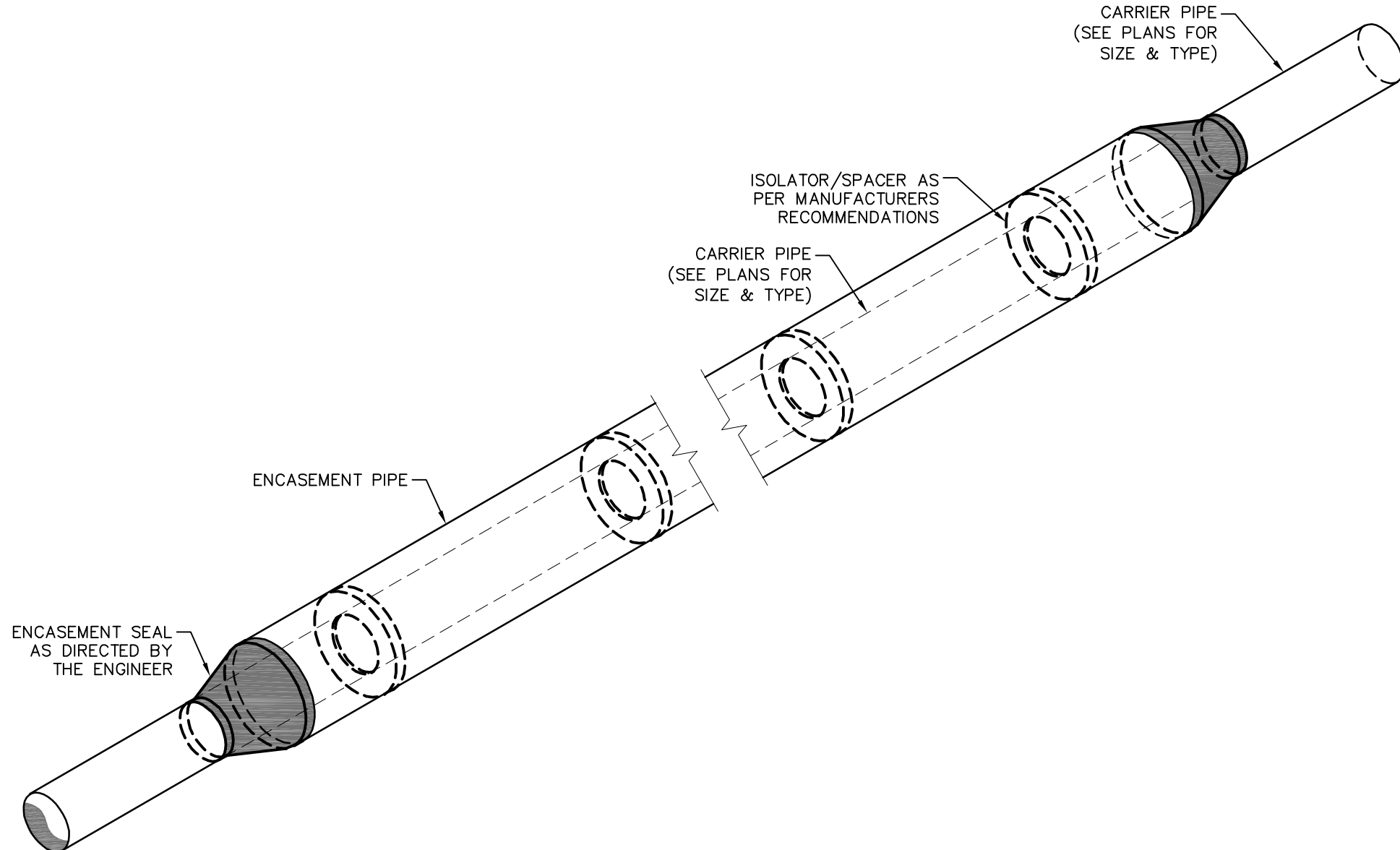
PRESSURE REDUCING VALVE WITH BYPASS DETAIL

NOTE:
ALL ITEMS SHOWN IN DETAIL ARE INCLUDED
IN PRESSURE REDUCING VALVE BID ITEM.

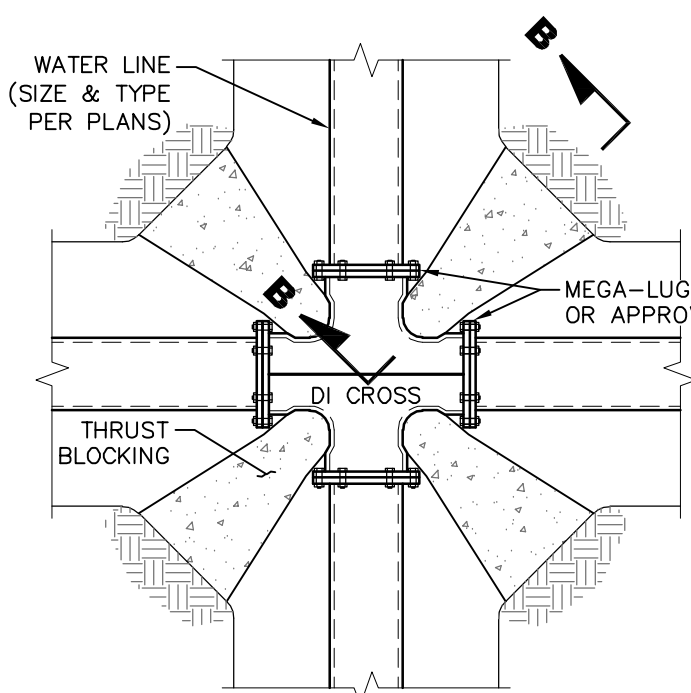


HEAVY DUTY COVER & FRAME V-1115 OR USF 370 WITH OUT HOLES ONLY
HEAVY DUTY WATERTIGHT COVER & FRAME V-2115-3 AGS WITH OUT HOLES, WITH GASKET & BOLTS ONLY

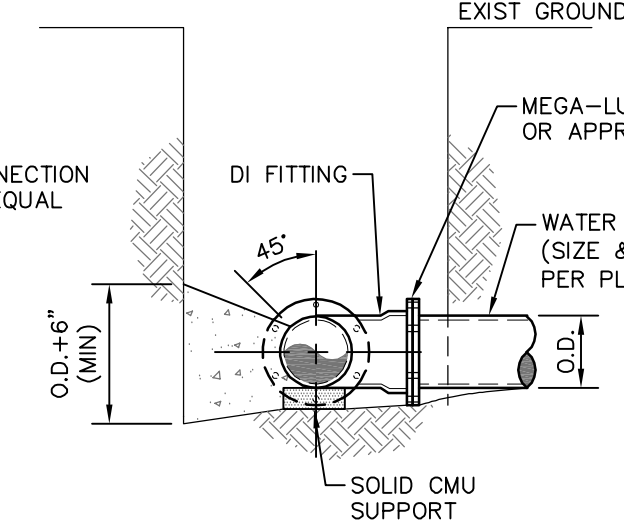
PRESSURE REDUCING VALVE DETAIL



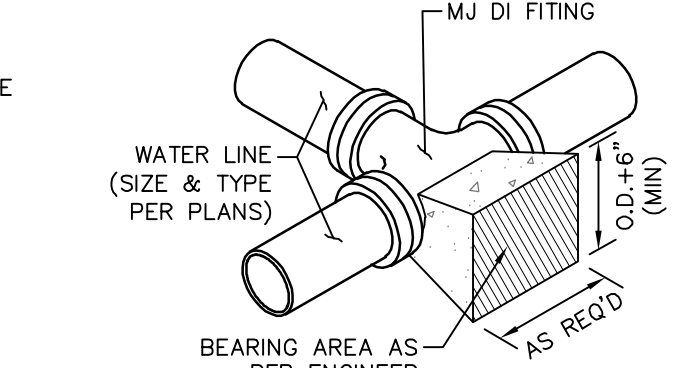
CARRIER PIPE SUPPORT IN STEEL ENCASEMENT ISOMETRIC DETAIL



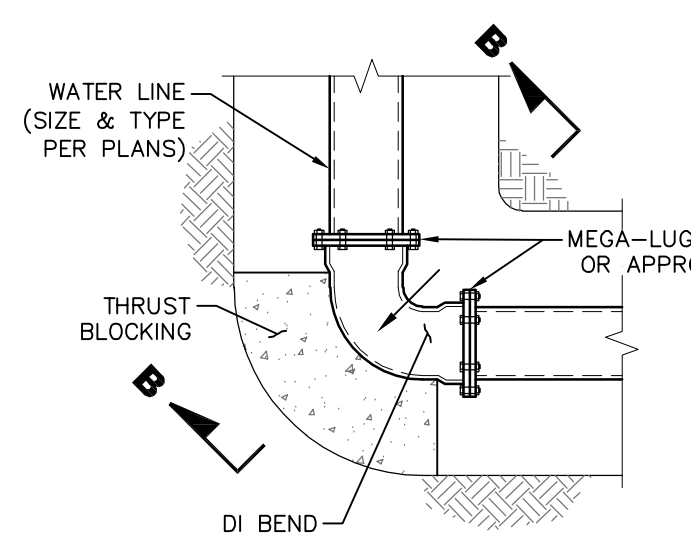
CROSSES



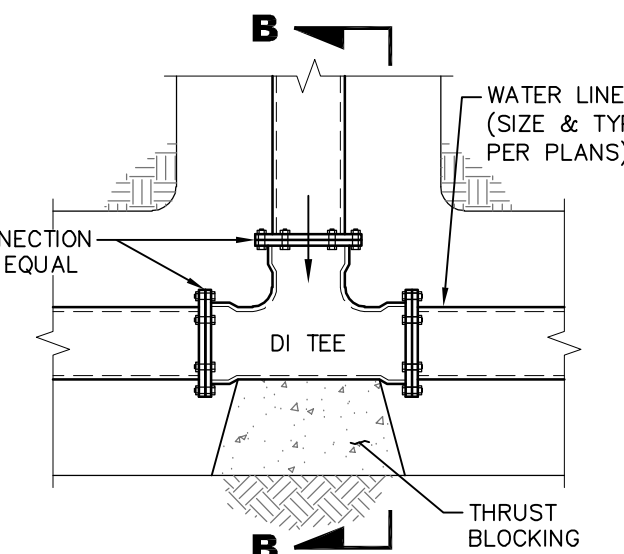
SECTION B-B



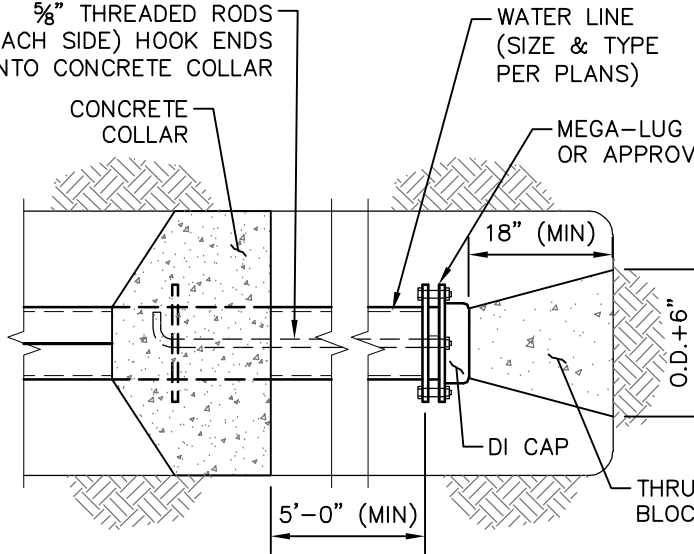
ISOMETRIC



BENDS



TEES

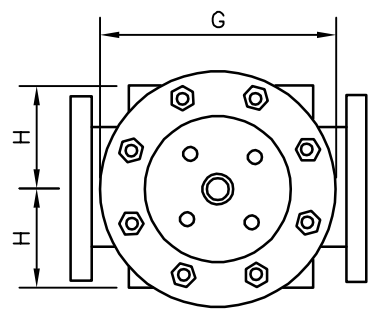
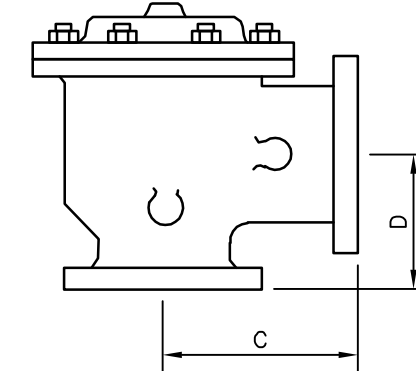
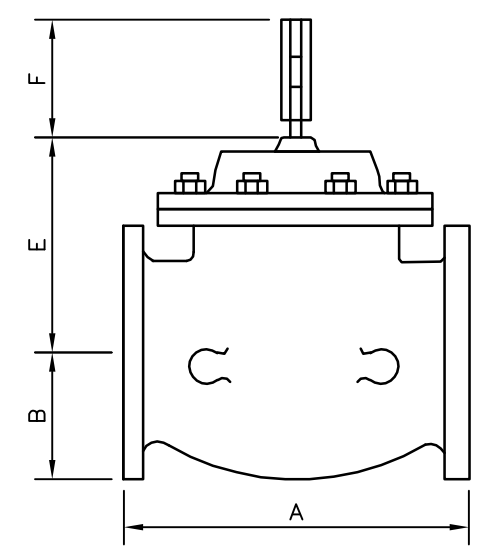


PLUGS

THRUST BLOCKING DETAILS

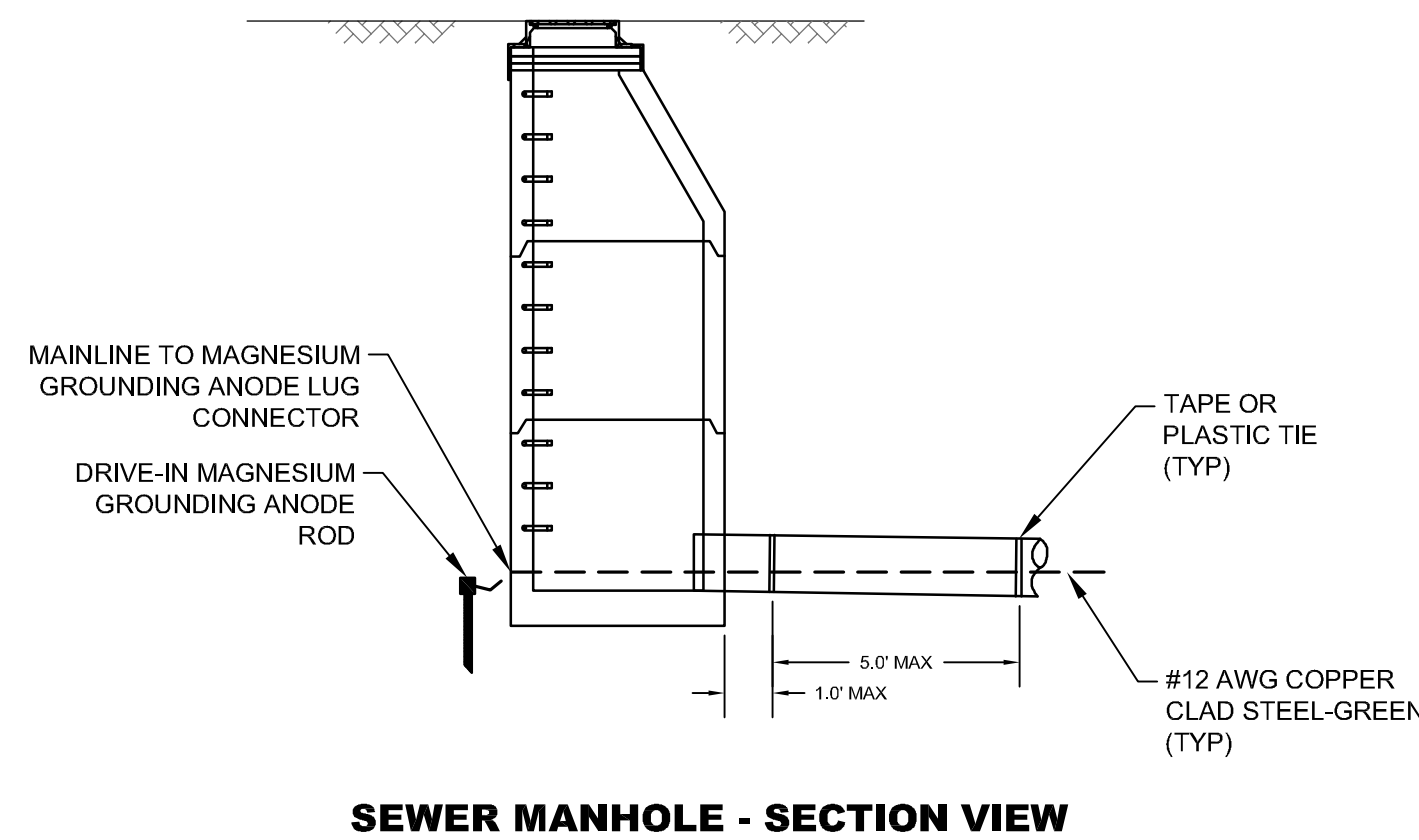
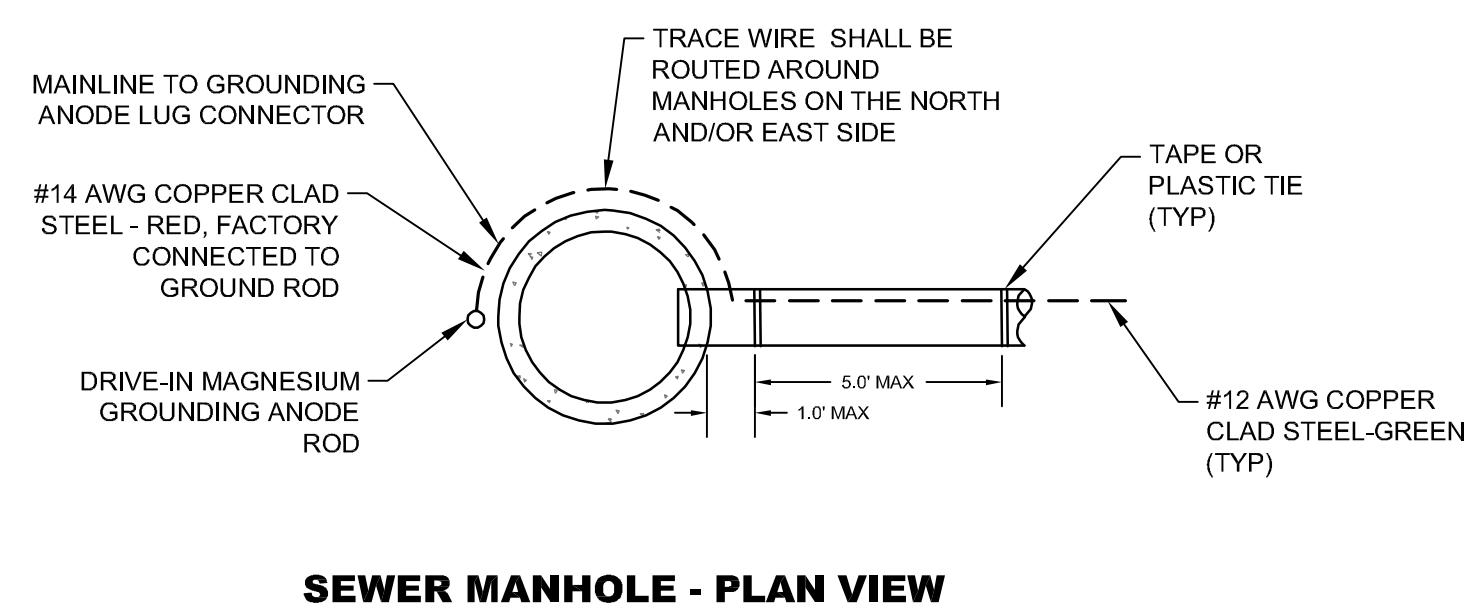
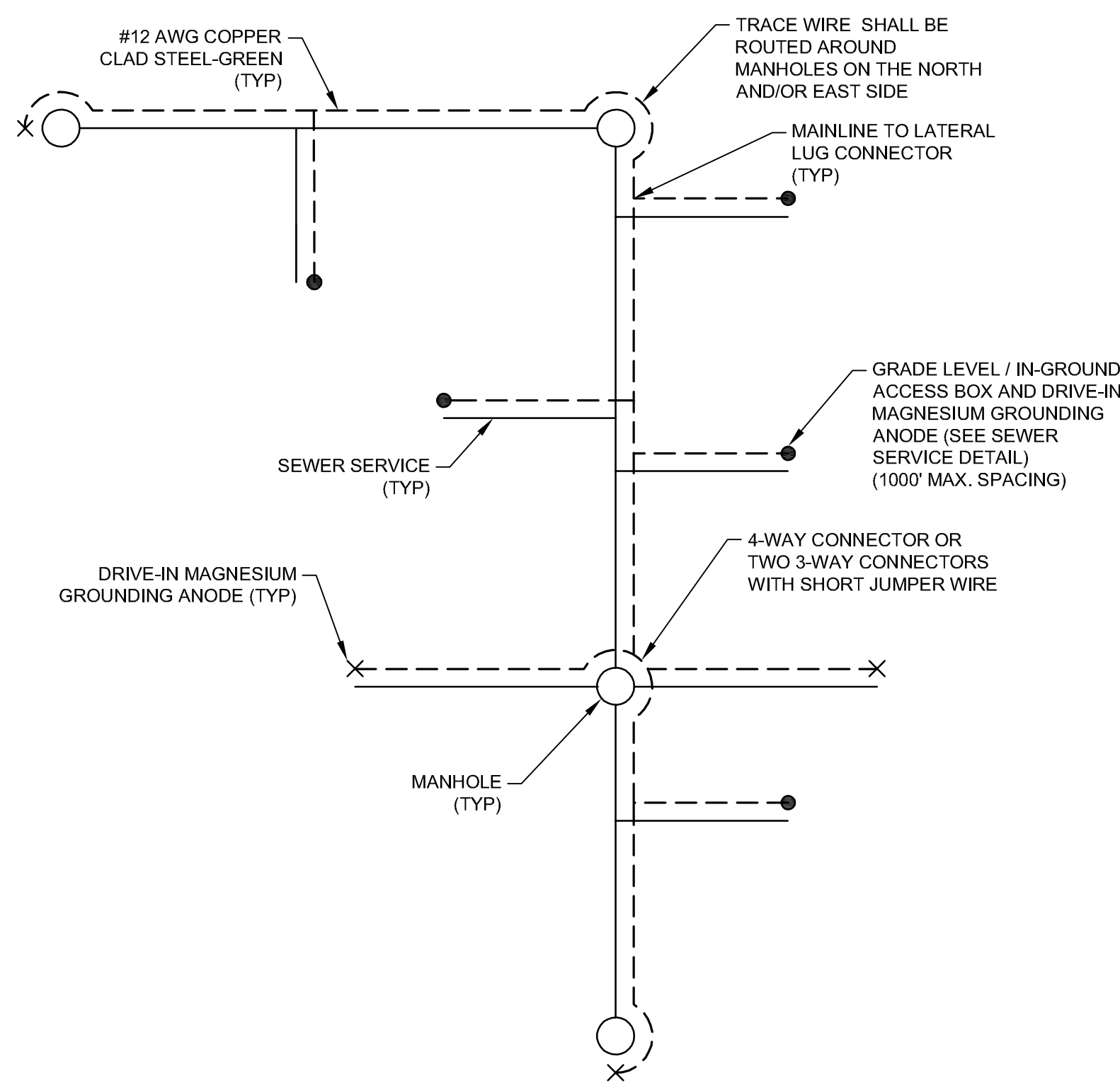
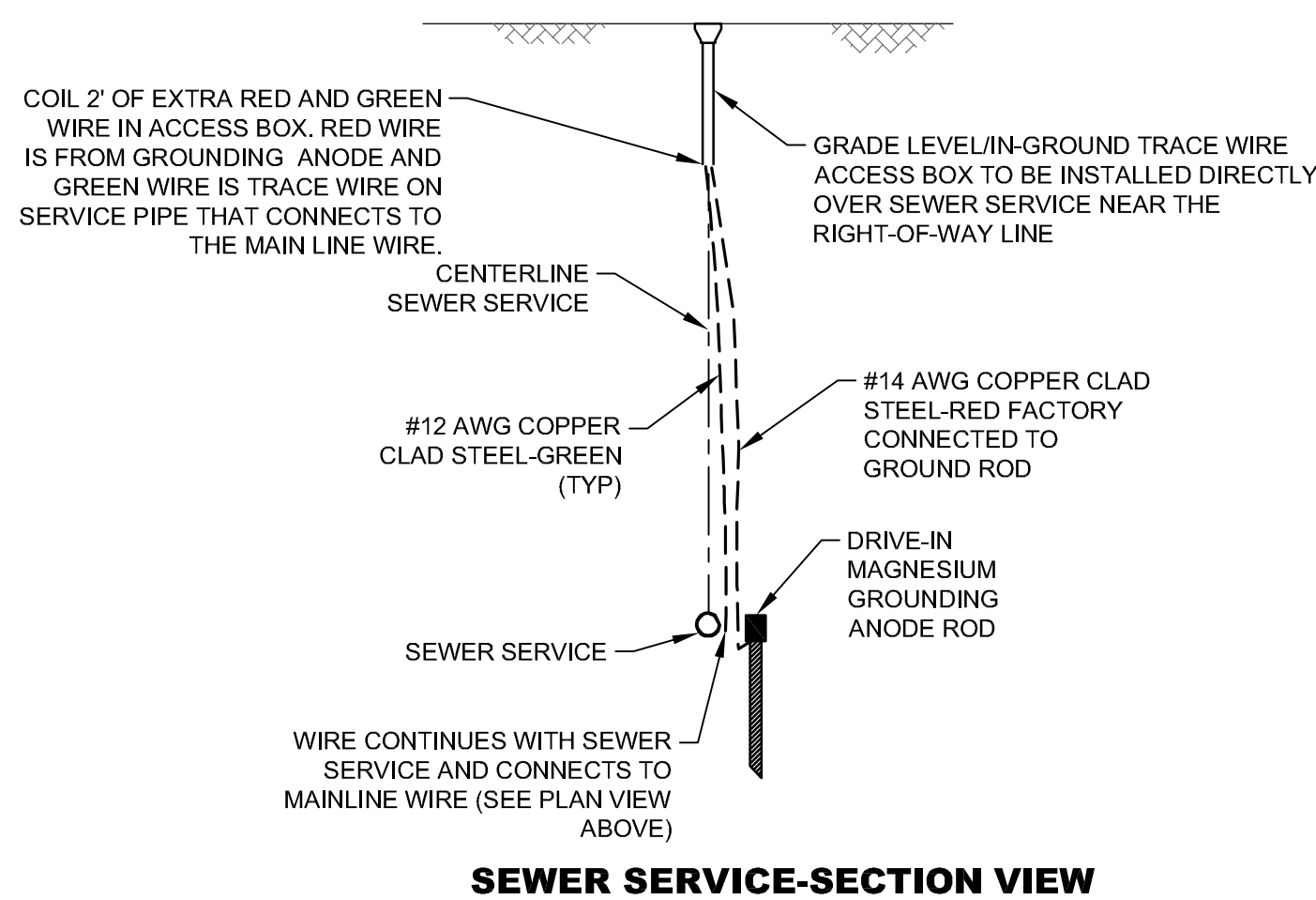
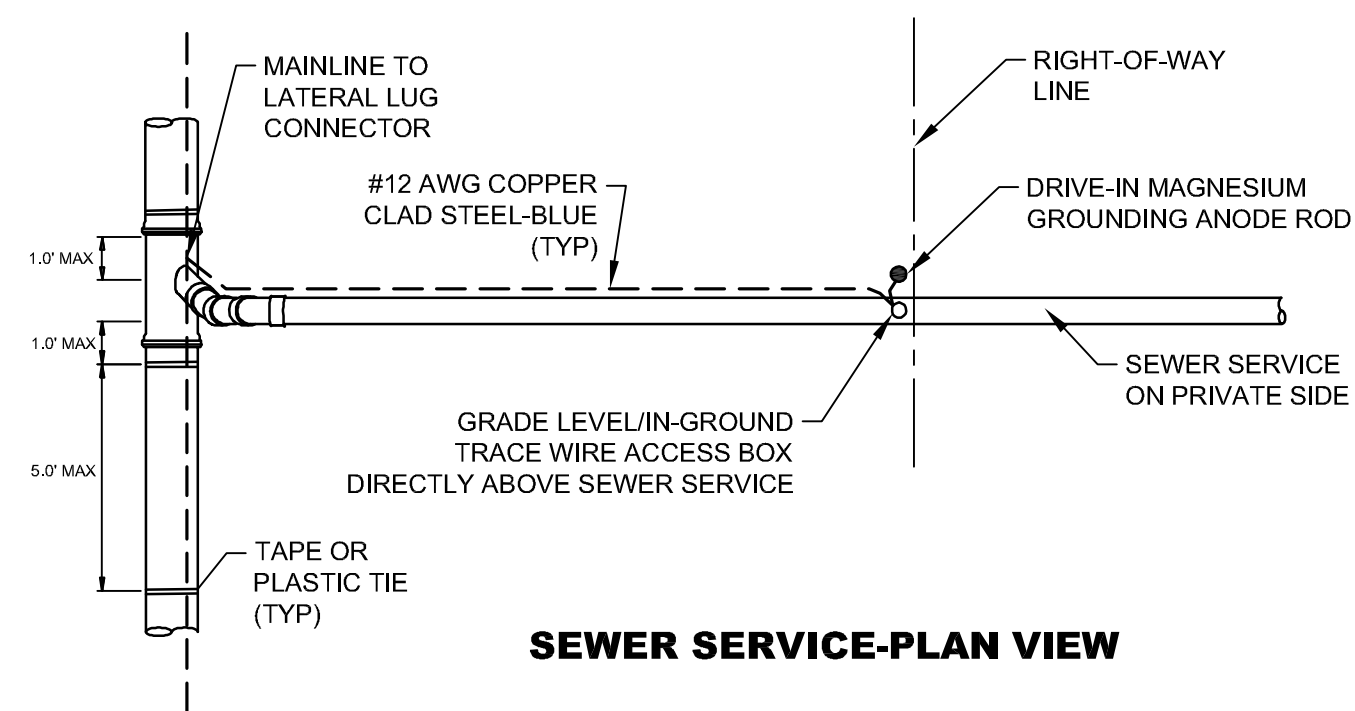
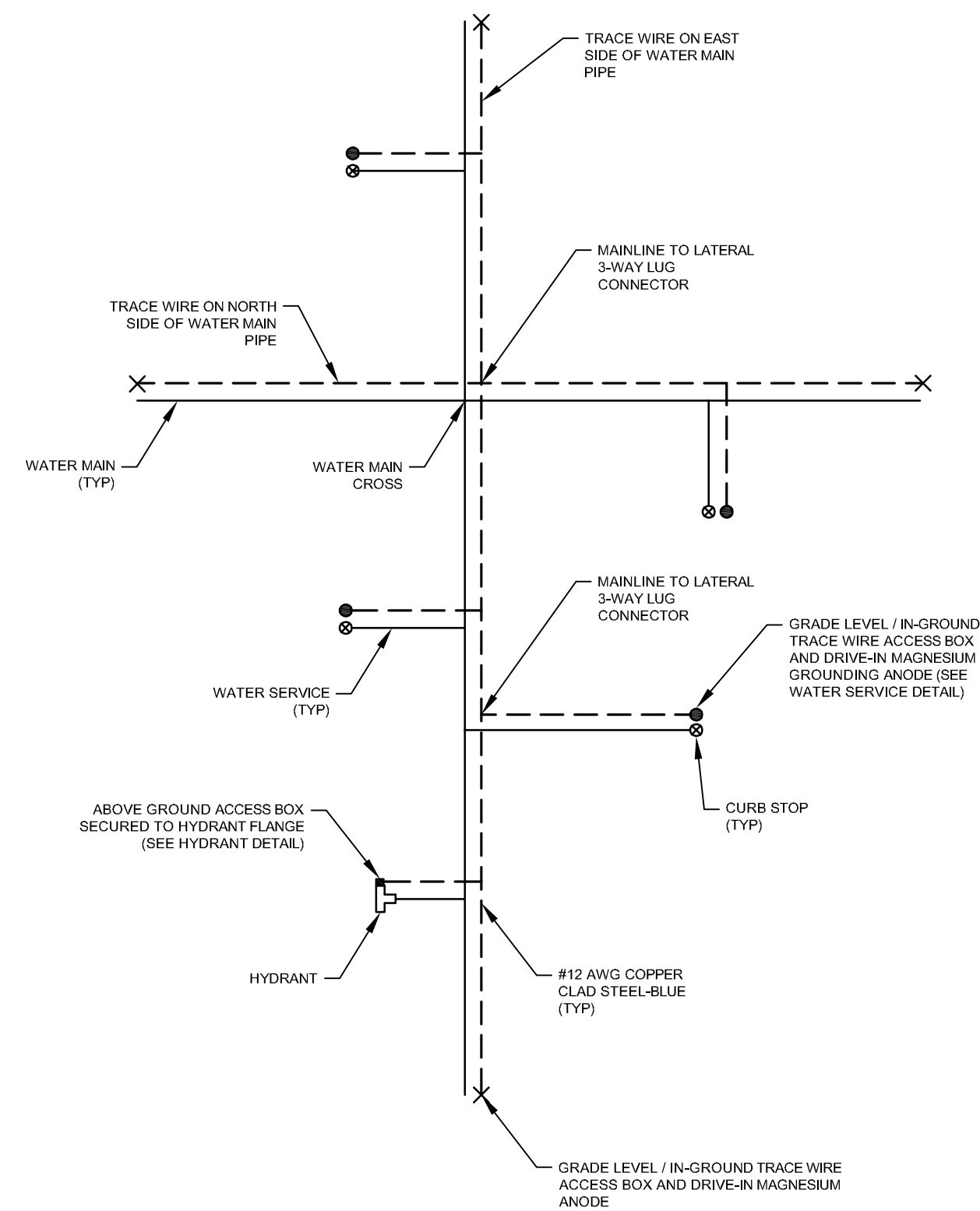
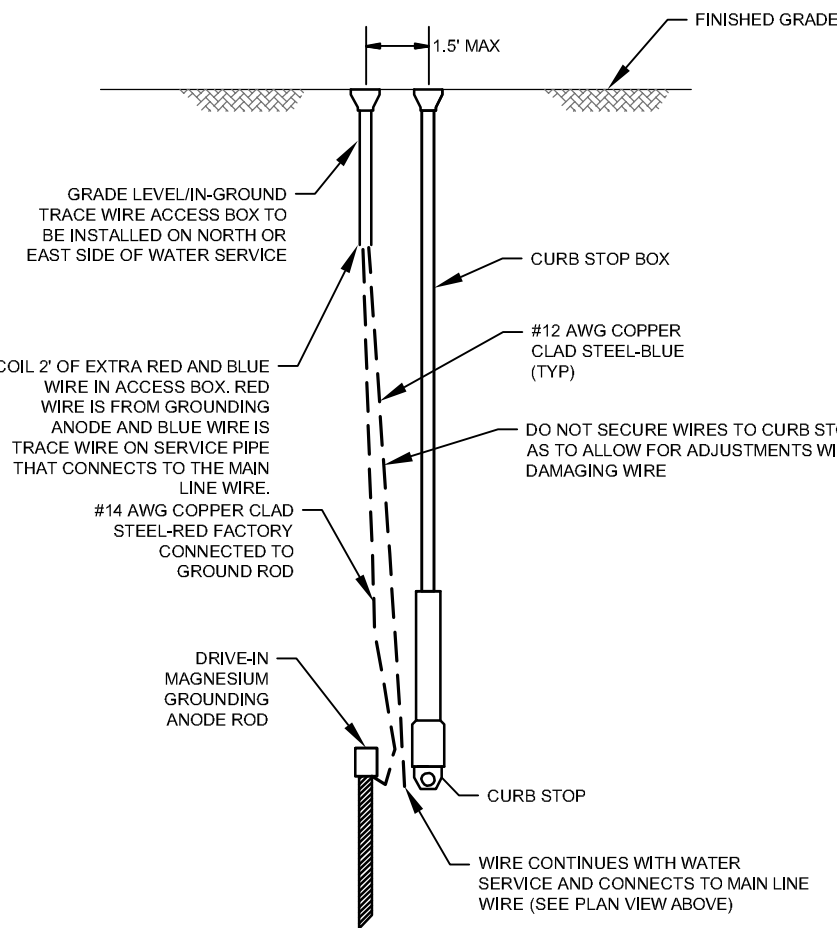
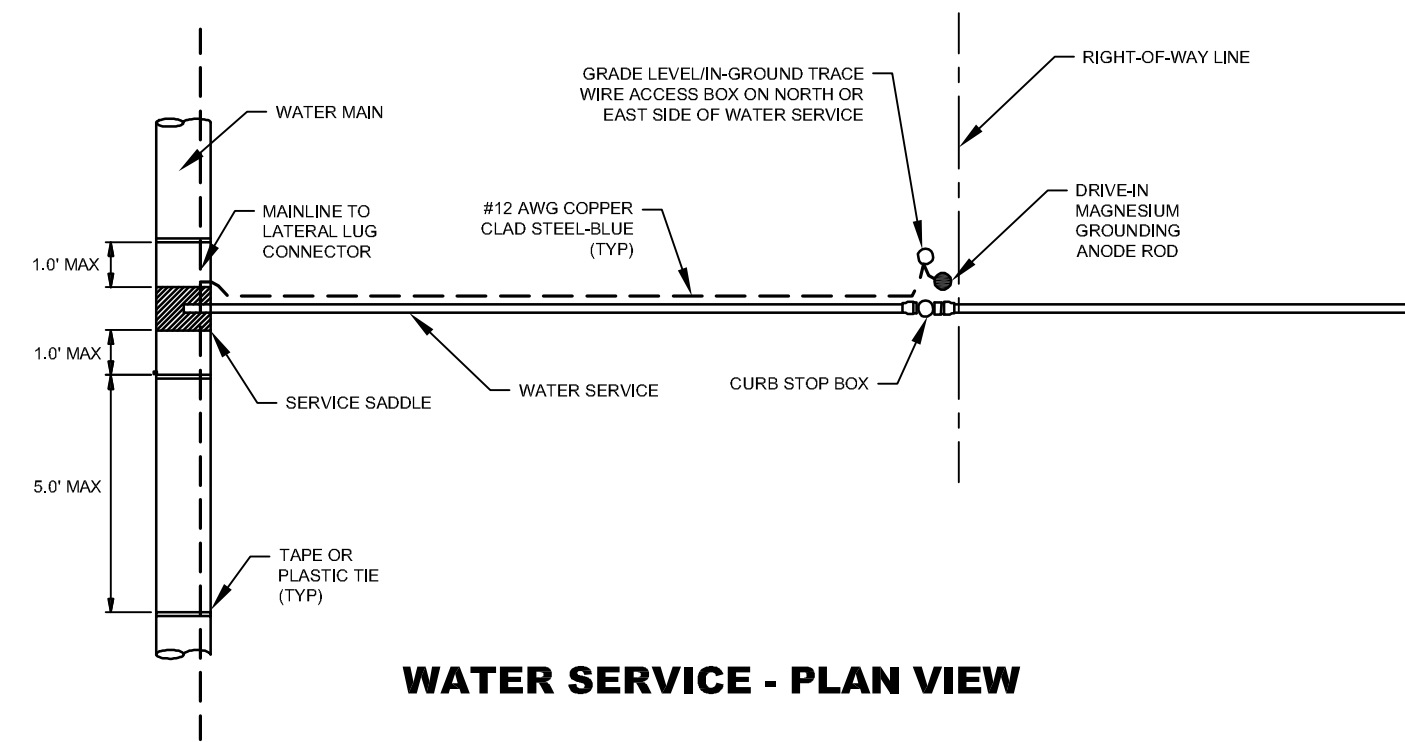
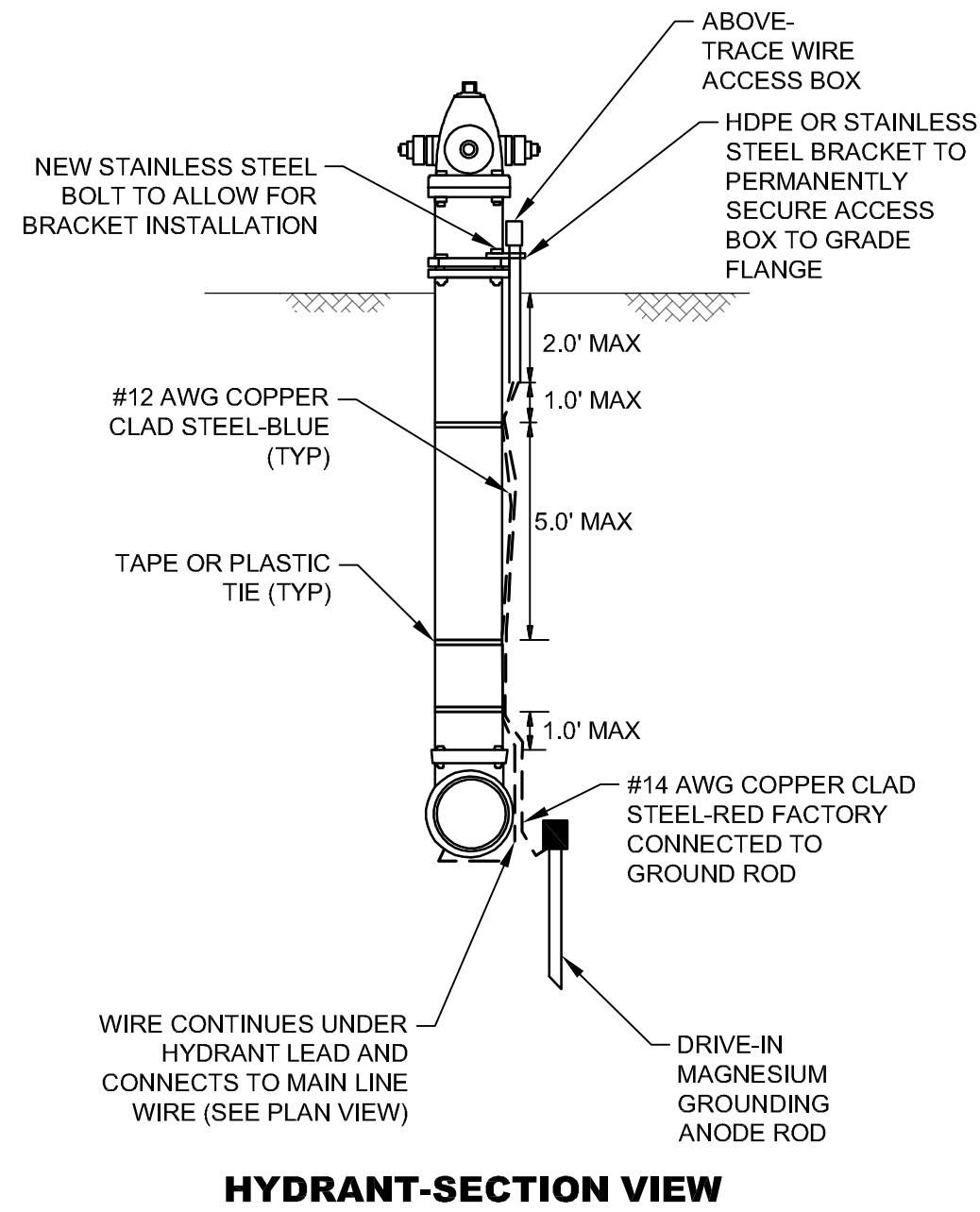
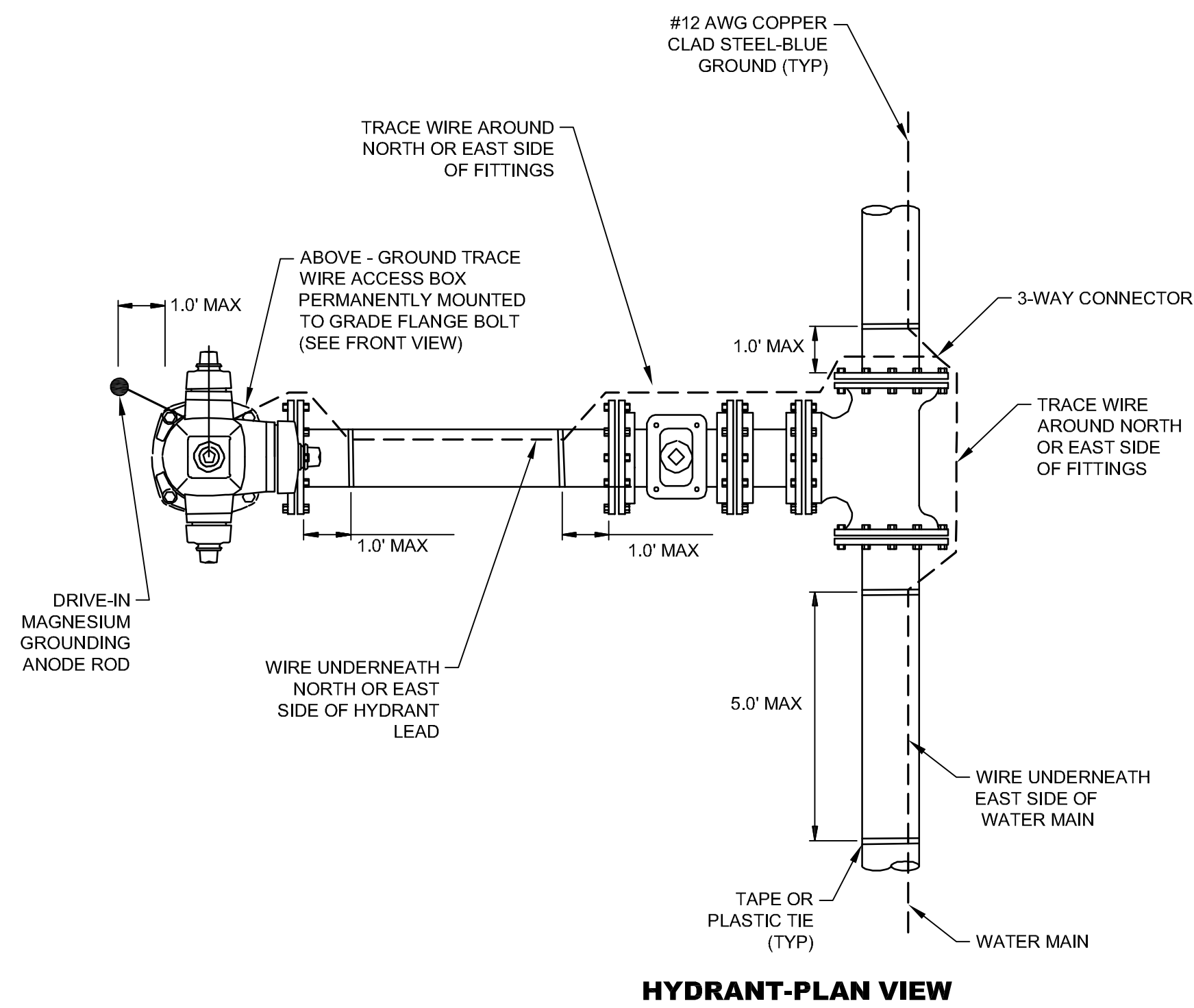
PRESSURE VALVE DIMENSIONS (INCHES)

DIM	ANSI CLASS	VALVE SIZE (INCHES)			
		3	4	6	8
A	SE	11 1/4	-	-	-
	150	10 1/2	13 1/2	17 3/4	25 3/4
	300	11 1/4	14 1/2	18 3/4	26 3/4
B	SE	2 1/4	-	-	-
	150	3 3/4	4 1/2	5 1/2	6 3/4
	300	4 3/4	5	6 1/2	7 1/2
C	SE	5 5/8	-	-	-
	150	6	7 3/8	10	13 3/8
	300	6 3/8	7 7/8	10 1/2	13 7/8
D	SE	5 1/2	-	-	-
	150	4	5 1/8	6	8 1/2
	300	4 3/8	5 3/8	6 1/2	9
E	ALL	7	8	10	11 1/2
F	ALL	3 1/2	3 1/2	3 1/2	6 3/8
G	ALL	7 1/8	10	14	21
H	ALL	11	12	13	14



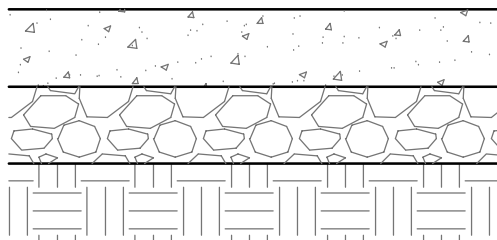
NO.	DATE	DESCRIPTION	BY
WATER INSTALLATION DETAILS			
LONGLEAF NORTH INFRASTRUCTURE IMPROVEMENTS			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
 Engineering Progress			
301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: RES/SLS		Checked by: SEM	Scale: NONE
Date: 11-06-2020		Working No.:	WTRD2
Drawing No.: 11290		Sheet No.:	40

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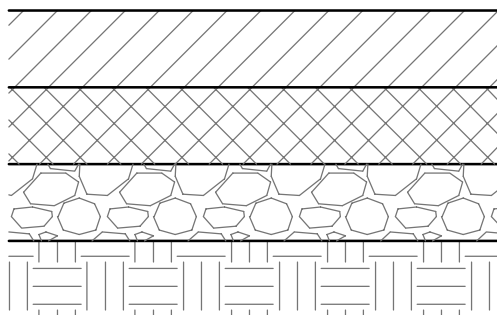
NOTE:
WIRE SHOWN AWAY FROM PIPE FOR CLARITY. WIRE SHALL BE INSTALLED ON THE BOTTOM SIDE OF THE PIPE BELOW THE SPRING LINE. THE WIRE SHALL BE FASTENED TO THE PIPE WITH TAPE OR PLASTIC TIES AT 5' INTERVALS.

NO.	DATE	DESCRIPTION	BY
TRACER WIRE DETAILS			
LONGLEAF NORTH INFRASTRUCTURE IMPROVEMENTS			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress			
301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by:	SLS	Checked by:	SEM
Date:	11-06-2020	Working No.:	TWD1
Drawing No.:	11290	Sheet No.:	41



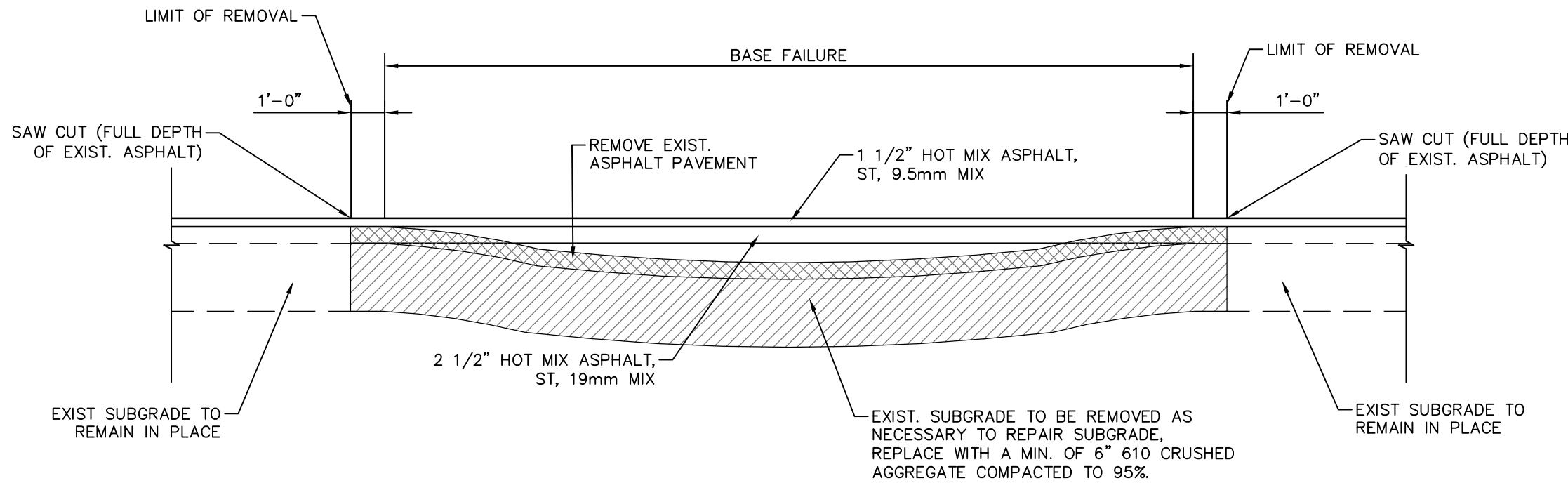
- TEMPORARY: 6" CRUSHED AGGREGATE (SIZE 610) (REMOVE PRIOR TO PAVING)
- PERMANENT: 6" 3000 PSI CONCRETE W/ FIBER GLASS REINFORCEMENT
- 6" CRUSHED AGGREGATE (SIZE 610) COMPACTED TO 95%
- EXISTING SUBGRADE AND/OR FILL MATERIAL COMPACTED TO 95%

TYPICAL CONCRETE PAVEMENT REPAIR

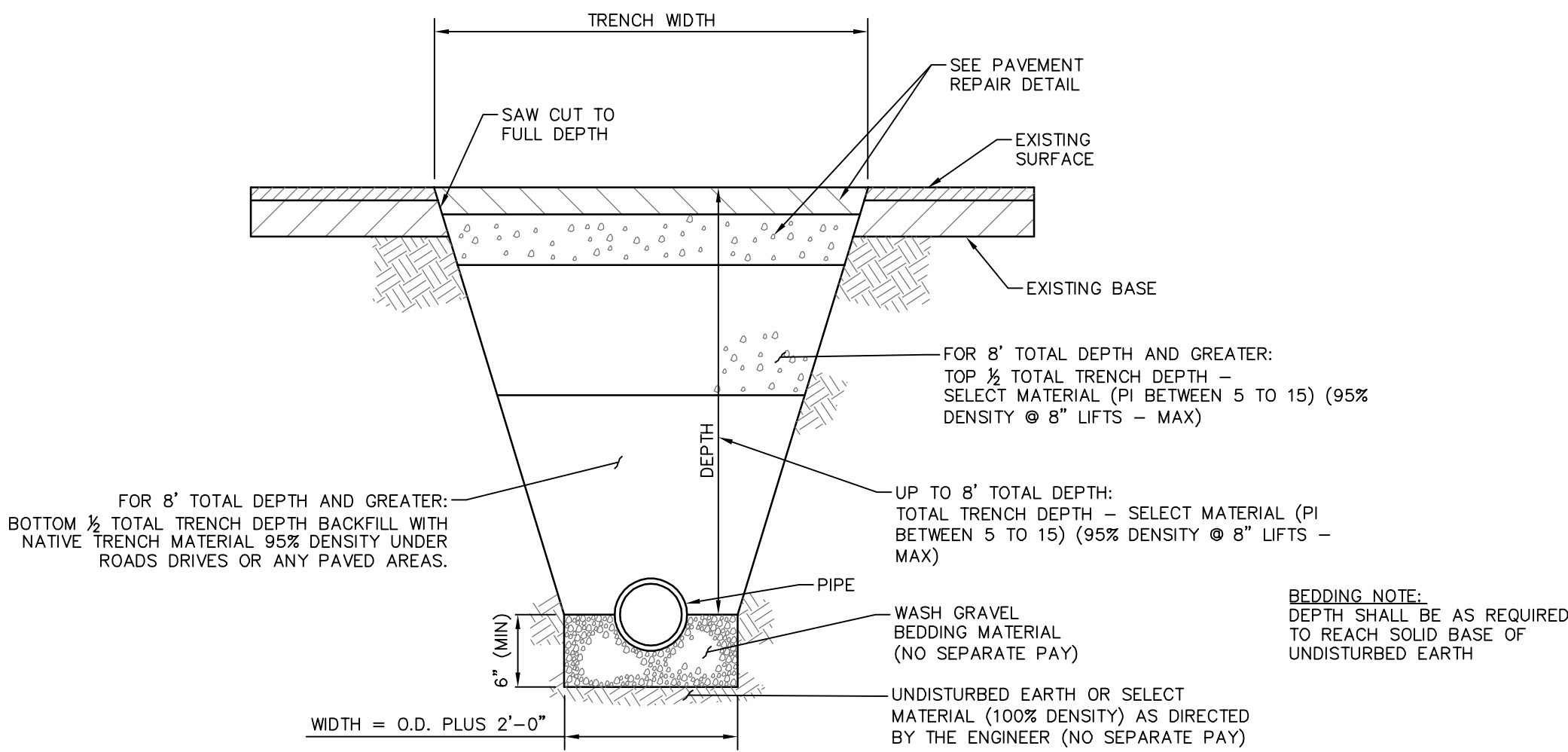


- PERMANENT: 1 1/2" HOT MIX ASPHALT, 9.5 mm, ST OVERLAY
- TEMPORARY: 2" CRUSHED AGGREGATE (SIZE 610) (REMOVED PRIOR TO PAVING)
- PERMANENT: 2" HOT MIX ASPHALT, 19 mm, ST
- 6" CRUSHED AGGREGATE (SIZE 610) COMPACTED TO 95%
- EXISTING SUBGRADE AND/OR FILL MATERIAL COMPACTED TO 95%

TYPICAL ASPHALT PAVEMENT REPAIR

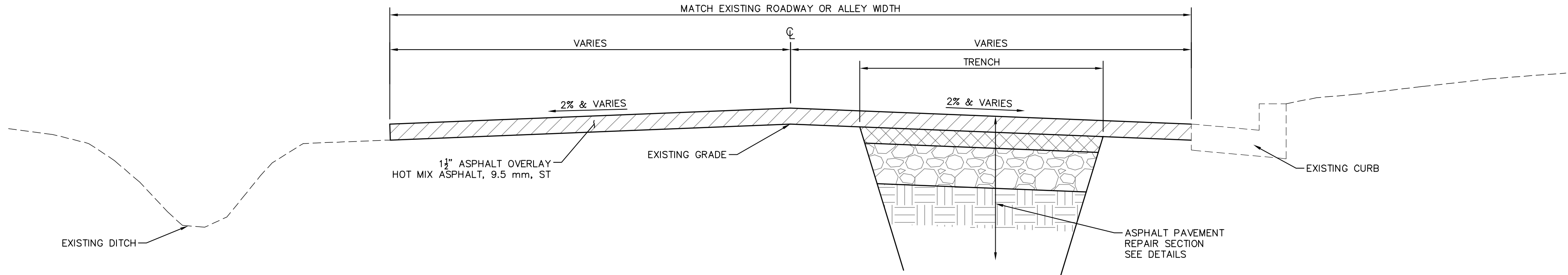


TYPICAL ASPHALT BASE REPAIR DETAIL



TYPICAL TRENCH IN ROADWAY DETAIL

NOTE: TRENCH WIDTHS SHALL BE MINIMIZED BY THE CONTRACTOR TO ONLY THE WIDTH NECESSARY FOR CONSTRUCTION AS DETERMINED BY THE ENGINEER.



1/2 SECTION WITHOUT CURB

1/2 SECTION WITH CURB

TYPICAL ROADWAY REPAIR SECTION

NO.	DATE	DESCRIPTION	BY
PAVEMENT REPAIR DETAILS			
LONGLEAF NORTH INFRASTRUCTURE IMPROVEMENTS			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: RES/SLS		Checked by: SEM	Scale: NONE
Date: 11-06-2020		Working No. PRD1	
Drawing No.: 11290		Sheet No. 42	

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VEGETATION SCHEDULE						
EROSION CONTROL ITEMS		SEASONAL APPLICATIONS - DATES & RATES				REQUIREMENTS
		SPRING & SUMMER		FALL & WINTER		
	ITEMS	RATES	DATES	RATES	DATES	
	TOPSOIL FOR SLOPE TREATMENT (LVM)	4" THICK	MARCH 1 TO SEPTEMBER 1	4" THICK	SEPTEMBER 1 TO MARCH 1	TOPSOIL REQUIRED ON SLOPES DETERMINED BY THE ENGINEER DURING CONSTRUCTION
	STANDARD GROUND PREPARATION	PER SQ. FT.	MARCH 1 TO SEPTEMBER 1	PER SQ. FT.	SEPTEMBER 1 TO MARCH 1	GROUND PREPARATION REQUIRED ON AREAS TO RECEIVE SOLID SODDING OR SEEDING, AS APPLICABLE
	AGRICULTURAL LIMESTONE	3 TONS / ACRE	MARCH 1 TO SEPTEMBER 1	3 TONS / ACRE	SEPTEMBER 1 TO MARCH 1	LIMESTONE SHALL BE MECHANICALLY SPREAD UNIFORMLY AND INCORPORATED INTO THE SOIL PRIOR TO PLANTING
	COMBINATION FERTILIZER (13–13–13)	1000 LBS / ACRE	MARCH 1 TO SEPTEMBER 1	1000 LBS / ACRE	SEPTEMBER 1 TO MARCH 1	FERTILIZER SHALL BE MECHANICALLY SPREAD UNIFORMLY AND INCORPORATED INTO THE SOIL PRIOR TO PLANTING
	SUPER PHOSPHATE	0.5 TON / ACRE (EST)	MARCH 1 TO SEPTEMBER 1			SUPER PHOSPHATE (FOR BID ITEM PURPOSES)
	SEEDING (BERMUDA GRASS)	20 LBS / ACRE	MARCH 1 TO SEPTEMBER 1	20 LBS / ACRE	SEPTEMBER 1 TO MARCH 1	SEED REQUIRED ON DISTURBED AREAS. UNHULLED SEED MAY BE REQUIRED DURING THE DORMANT SEASON AS DIRECTED
	SEEDING (TALL FESCUE)			15 LBS / ACRE	AUGUST 15 TO MARCH 15	SEED REQUIRED IN DISTURBED AREAS
	SEEDING (CRIMSON CLOVER)			20 LBS / ACRE	AUGUST 15 TO MARCH 15	SEED REQUIRED ON DISTURBED AREA
	VEGETATIVE MATERIAL FOR MULCH	2 TONS / ACRE (EST)	MARCH 1 TO SEPTEMBER 1	2 TONS / ACRE (EST)	SEPTEMBER 1 TO MARCH 1	THE ENGINEER WILL DESIGNATE THE RATES OF APPLICABLE (SEE SUBSECTION 215–03.3)
	SOLID SODDING	PER SQ. YD.	MARCH 1 TO SEPTEMBER 1	PER SQ. YD.	SEPTEMBER 1 TO MARCH 1	SOLID SOD REQUIRED ON AREAS SPECIFIED IN THE CONTRACT OR BY THE ENGINEER
	WATERING	20 GAL / S.Y. (EST)	MARCH 1 TO SEPTEMBER 1	20 GAL. / S.Y. (EST)	SEPTEMBER 1 TO MARCH 1	TO BE USED AS DIRECTED IN THE PLANTING AND ESTABLISHING OF SOLID SOD
	INSECT PEST CONTROL	PER ACRE		PER ACRE		SEE SECTION 220
TEMPORARY EROSION CONTROL ITEMS						
	LIGHT GROUND PREPARATION	PER SQ. YD.		PER SQ. YD.		APPROXIMATELY HALF SQ.YD. STANDARD GROUND PREPARATION
	COMBINATION FERTILIZER (13–13–13)	0.25 TONS/ ACRE		0.25 TONS/ ACRE		QUANTITY BASED ON LIGHT GROUND PREPARATION
	SEEDING (BROWN TOP MILLET)	20 LBS / ACRE	APRIL 1 TO AUGUST 31			QUANTITY BASED ON LIGHT GROUND PREPARATION
	SEEDING (RYE GRASS)			25 LBS / ACRE	SEPTEMBER 1 TO MARCH 31	QUANTITY BASED ON LIGHT GROUND PREPARATION
	SEEDING (OATS)			90 LBS / ACRE	SEPTEMBER 1 TO DECEMBER 15	QUANTITY BASED ON LIGHT GROUND PREPARATION
	VEGETATIVE MATERIAL FOR MULCH	1 TON / ACRE (EST)		1 TON / ACRE (EST)		QUANTITY BASED ON LIGHT GROUND PREPARATION

- ① ALL AREAS THAT HAVE BEEN VEGETATED, UNDER THIS CONTRACT, FOR AT LEAST (60) SIXTY DAYS, SHALL RECEIVE ADDITIONAL APPLICATION(S) OF FERTILIZER(S) OF THE TYPE(S) AND RATE(S) OF APPLICATIONS AS DETERMINED BY SOIL TEST OR AS DIRECTED DURING THE GROWING SEASONS THE CONTRACT IS IN FORCE. GROUND PREPARATION WILL NOT BE REQUIRED FOR THE ADDITIONAL APPLICATIONS.
- ② PROPOSAL QUANTITIES ESTIMATED ON THE BASIS THAT 100% OF THE ACREAGE WILL BE SEEDDED.
- ③ PROPOSAL QUANTITIES ESTIMATED ON THE BASIS THAT 50% OF THE ACREAGE WILL BE SEEDDED.
- ④ QUANTITY ESTIMATED ON THE BASIS THAT 50% OF THE ACREAGE VEGETATED MAY REQUIRED TREATMENT.
- ⑤ THIS ITEM MAY BE OMITTED ON AREAS SELECTED BY THE ENGINEER.
- ⑥ BAHIAGRASS WILL NOT BE PERMITTED AS A MULCH MATERIAL.
- ⑦ PROPOSAL QUANTITIES ESTIMATED ON THE BASIS THAT 75% OF THE ACREAGE SEEDDED MAY REQUIRE TOPSOIL

TEMPORARY EROSION CONTROL ITEMS REQUIRED FOR DETOURS

ITEM	RATE	SEASONAL LIMITATIONS
STANDARD GROUND PREPARATION	---	---
COMBINATION FERTILIZER (13-13-13)	500 LBS/ACRE	---
SEEDING (BERMUDA GRASS)	10 LBS/ACRE	---
SEEDING (TALL FESCUE)	20 LBS/ACRE	AUGUST 15 TO MARCH 15
VEGETATIVE MATERIAL FOR MULCH	2 LBS/ACRE	---

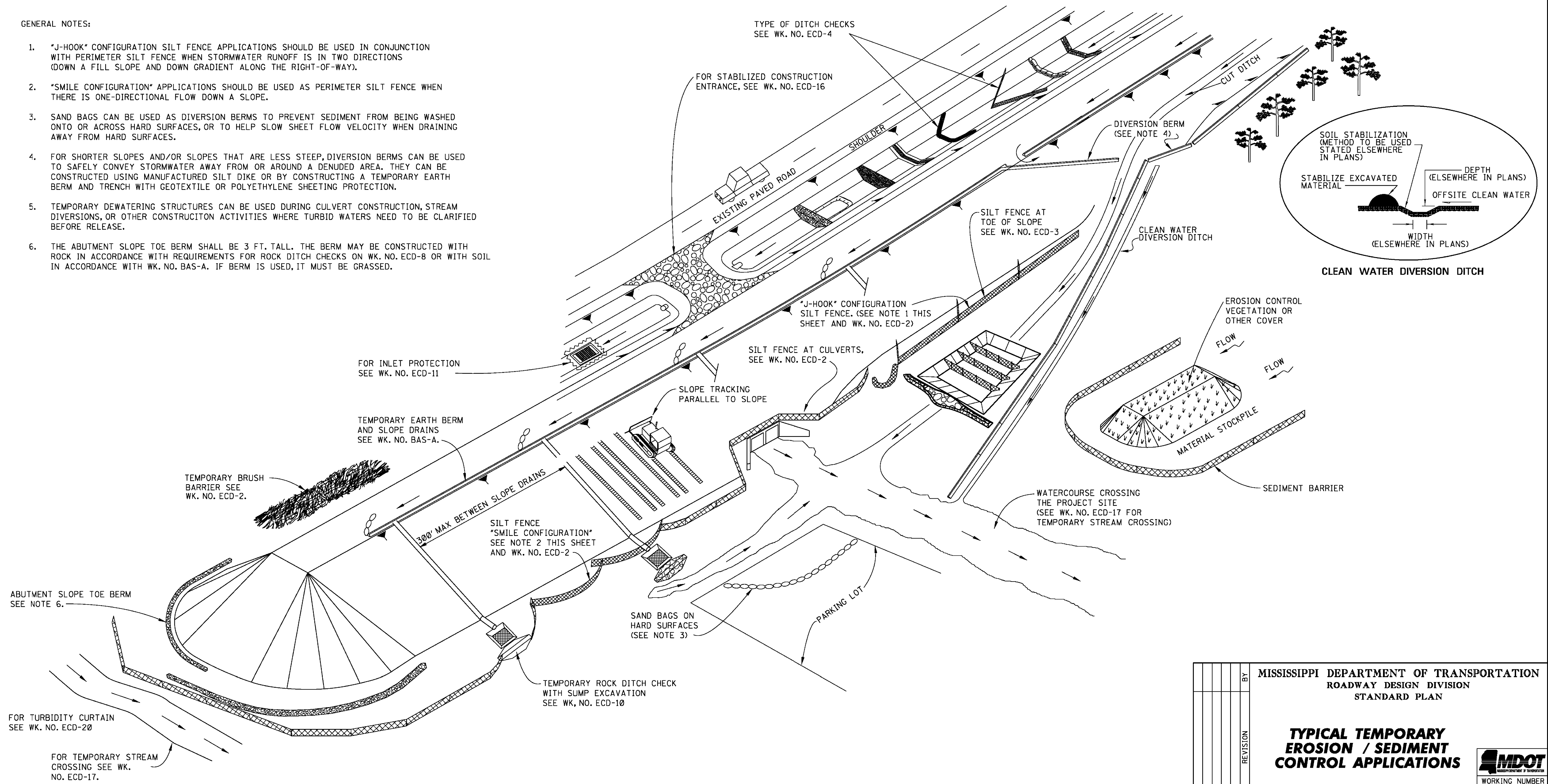
NOTE: ALL VEGETATION ON THIS PROJECT SHALL BE PAID FOR UNDER AS OUTLINED IN THE BID PROPOSAL. ITEMS SHALL BE APPLIED USING THE RATES OF APPLICATION AS SHOWN ON THIS SHEET AND WILL NOT BE MEASURED FOR SEPARATE PAYMENT.

NO.	DATE	DESCRIPTION	BY
VEGETATION SCHEDULE			
LONGLEAF NORTH INFRASTRUCTURE IMPROVEMENTS			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: RES\SLS		Checked by: SEM	Scale: NONE
Date: 11-16-2020		Working No. VS1	
Drawing No.: 11290		Sheet No. 43	

STATE	PROJECT NO.
MISS.	

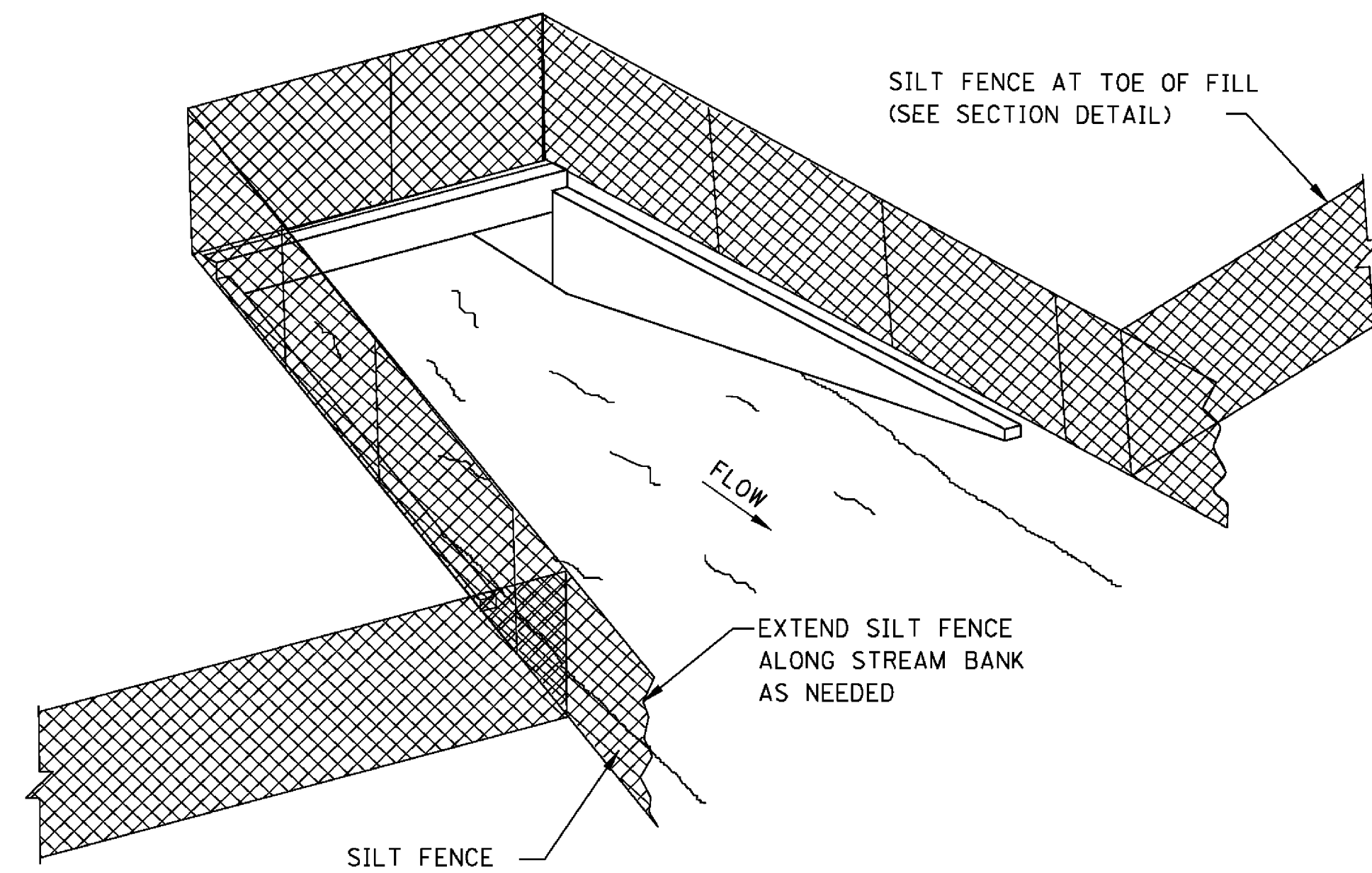
GENERAL NOTES:

1. "J-HOOK" CONFIGURATION SILT FENCE APPLICATIONS SHOULD BE USED IN CONJUNCTION WITH PERIMETER SILT FENCE WHEN STORMWATER RUNOFF IS IN TWO DIRECTIONS (DOWN A FILL SLOPE AND DOWN GRADIENT ALONG THE RIGHT-OF-WAY).
2. "SMILE CONFIGURATION" APPLICATIONS SHOULD BE USED AS PERIMETER SILT FENCE WHEN THERE IS ONE-DIRECTIONAL FLOW DOWN A SLOPE.
3. SAND BAGS CAN BE USED AS DIVERSION BERMS TO PREVENT SEDIMENT FROM BEING WASHED ONTO OR ACROSS HARD SURFACES, OR TO HELP SLOW SHEET FLOW VELOCITY WHEN DRAINING AWAY FROM HARD SURFACES.
4. FOR SHORTER SLOPES AND/OR SLOPES THAT ARE LESS STEEP, DIVERSION BERMS CAN BE USED TO SAFELY CONVEY STORMWATER AWAY FROM OR AROUND A DENUDED AREA. THEY CAN BE CONSTRUCTED USING MANUFACTURED SILT DIKE OR BY CONSTRUCTING A TEMPORARY EARTH BERM AND TRENCH WITH GEOTEXTILE OR POLYETHYLENE SHEETING PROTECTION.
5. TEMPORARY DEWATERING STRUCTURES CAN BE USED DURING CULVERT CONSTRUCTION, STREAM DIVERSIONS, OR OTHER CONSTRUCTION ACTIVITIES WHERE TURBID WATERS NEED TO BE CLARIFIED BEFORE RELEASE.
6. THE ABUTMENT SLOPE TOE BERM SHALL BE 3 FT. TALL. THE BERM MAY BE CONSTRUCTED WITH ROCK IN ACCORDANCE WITH REQUIREMENTS FOR ROCK DITCH CHECKS ON WK. NO. ECD-8 OR WITH SOIL IN ACCORDANCE WITH WK. NO. BAS-A. IF BERM IS USED, IT MUST BE GRASSED.

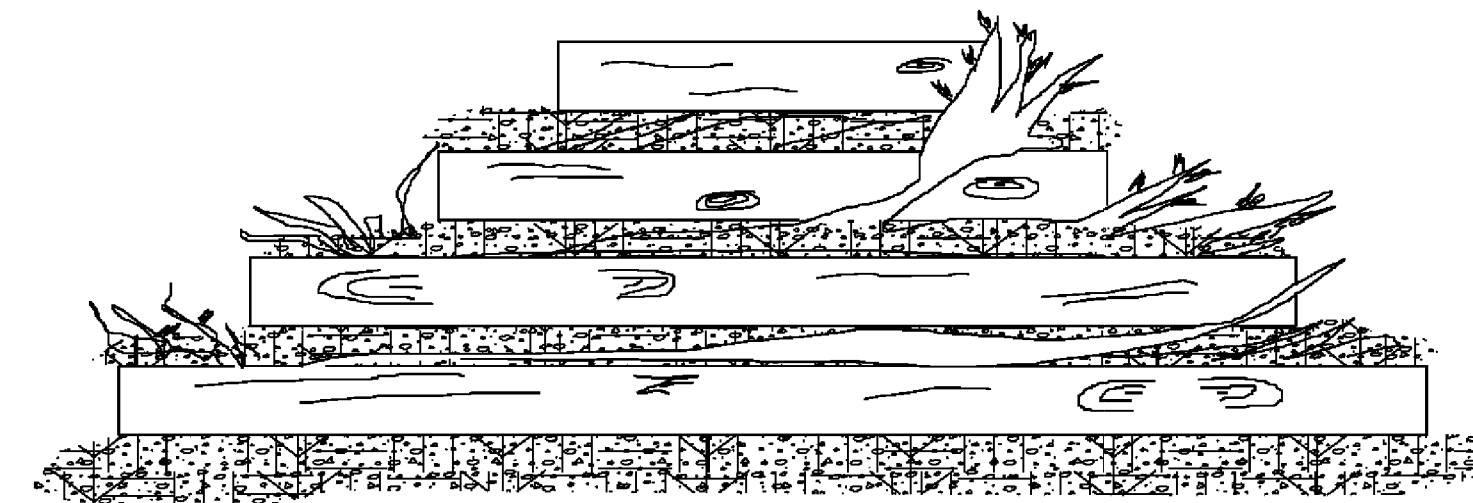


				MISSISSIPPI DEPARTMENT OF TRANSPORTATION			
				ROADWAY DESIGN DIVISION			
				STANDARD PLAN			
				TYPICAL TEMPORARY EROSION / SEDIMENT CONTROL APPLICATIONS			
							
				WORKING NUMBER ECD-1			
				SHEET NUMBER 6101			
				ISSUE DATE: AUGUST 01, 2017			

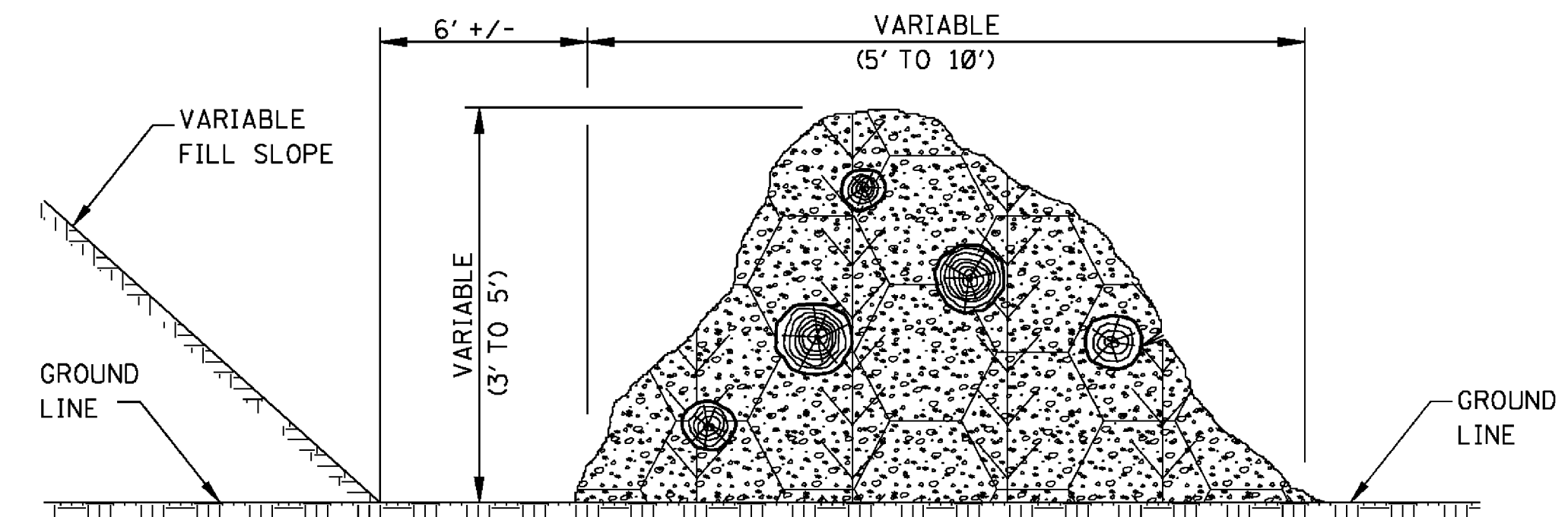
STATE	PROJECT NO.
MISS.	



SEDIMENT BARRIER AT CROSS DRAIN



FRONT ELEVATION



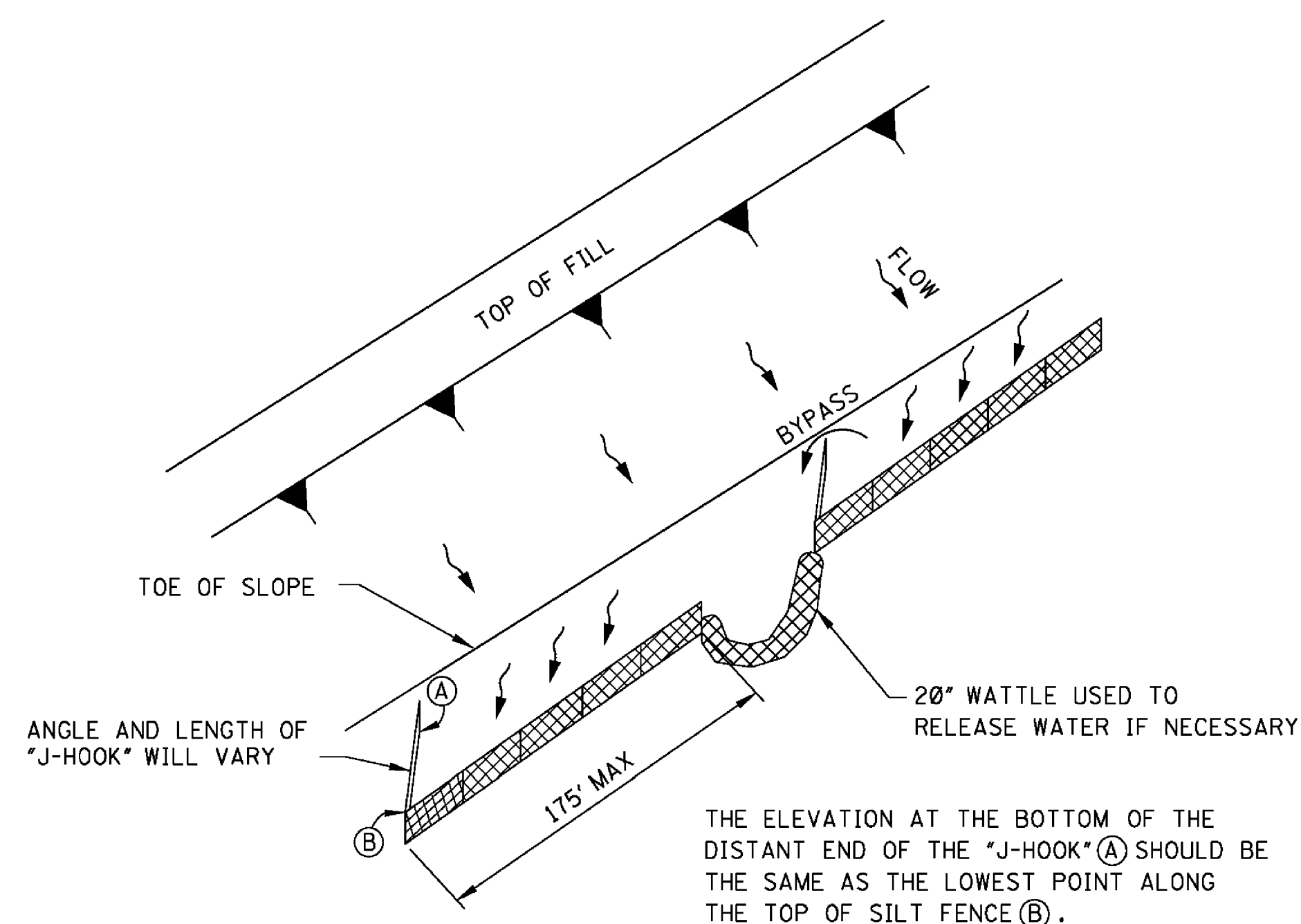
SIDE ELEVATION

TEMPORARY BRUSH BARRIER

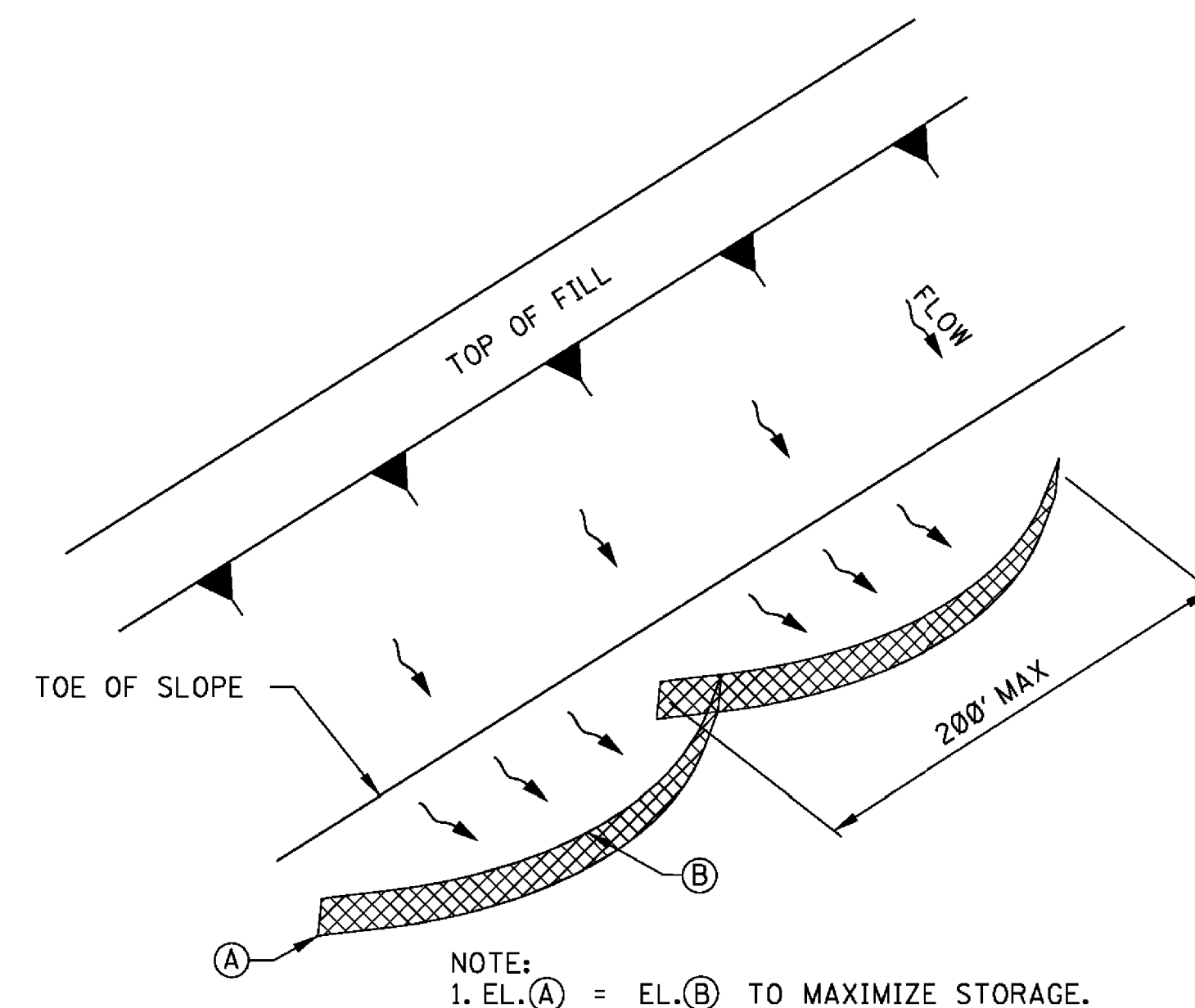
NOTES:

1. BRUSH BARRIER MAY BE USED WHERE NATURAL GROUND IS LEVEL OR SLOPING AWAY FROM PROJECT.
2. PLACE BRUSH, LOG AND TREE LAPS APPROXIMATELY PARALLEL TO TOE OF FILL SLOPE WITH SOME OF THE HEAVIER MATERIALS BEING PLACED ON TO TO PROPERLY SECURE THE BARRIER AS DETAILED AT LOCATIONS SHOWN ON PLANS OR AS DIRECTED OR PERMITTED BY THE ENGINEER.
3. TO ALLOW WATER TO SEEP THROUGH BRUSH BARRIER, INTERMINGLE THE BRUSH, LOG AND TREE LAPS SO AS NOT TO FORM A SOLID DAM.
4. THE BRUSH BARRIER MAY BE CHOKED WITH FILTER FABRIC. THE COST OF FABRIC TO BE INCLUDED IN OTHER ITEMS BID.
5. TEMPORARY BRUSH BARRIER WILL NOT BE MEASURED FOR SEPARATE PAYMENT.

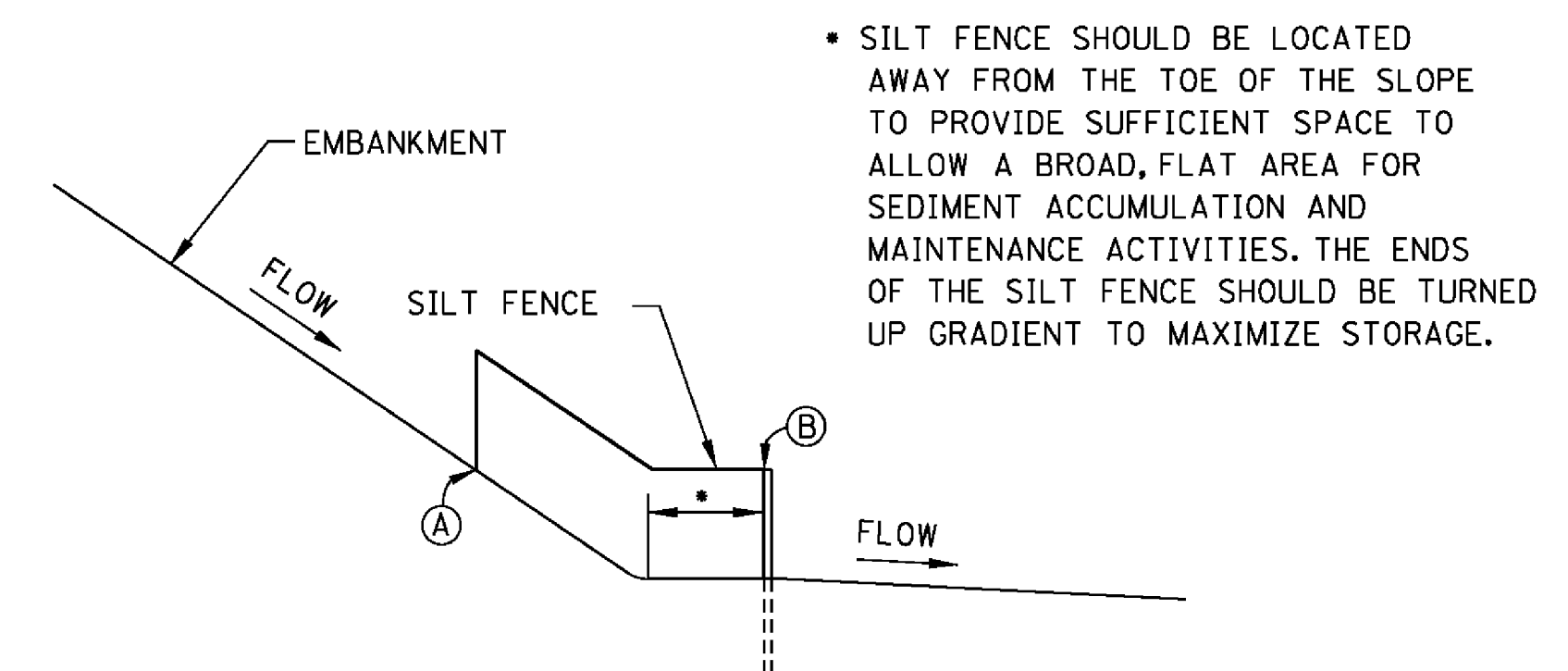
NOTE: ANCHOR AND INSTALL SILT FENCE PER DETAILS SHOWN ON WK. NO. ECD-3



"J-HOOK" SILT FENCE APPLICATION

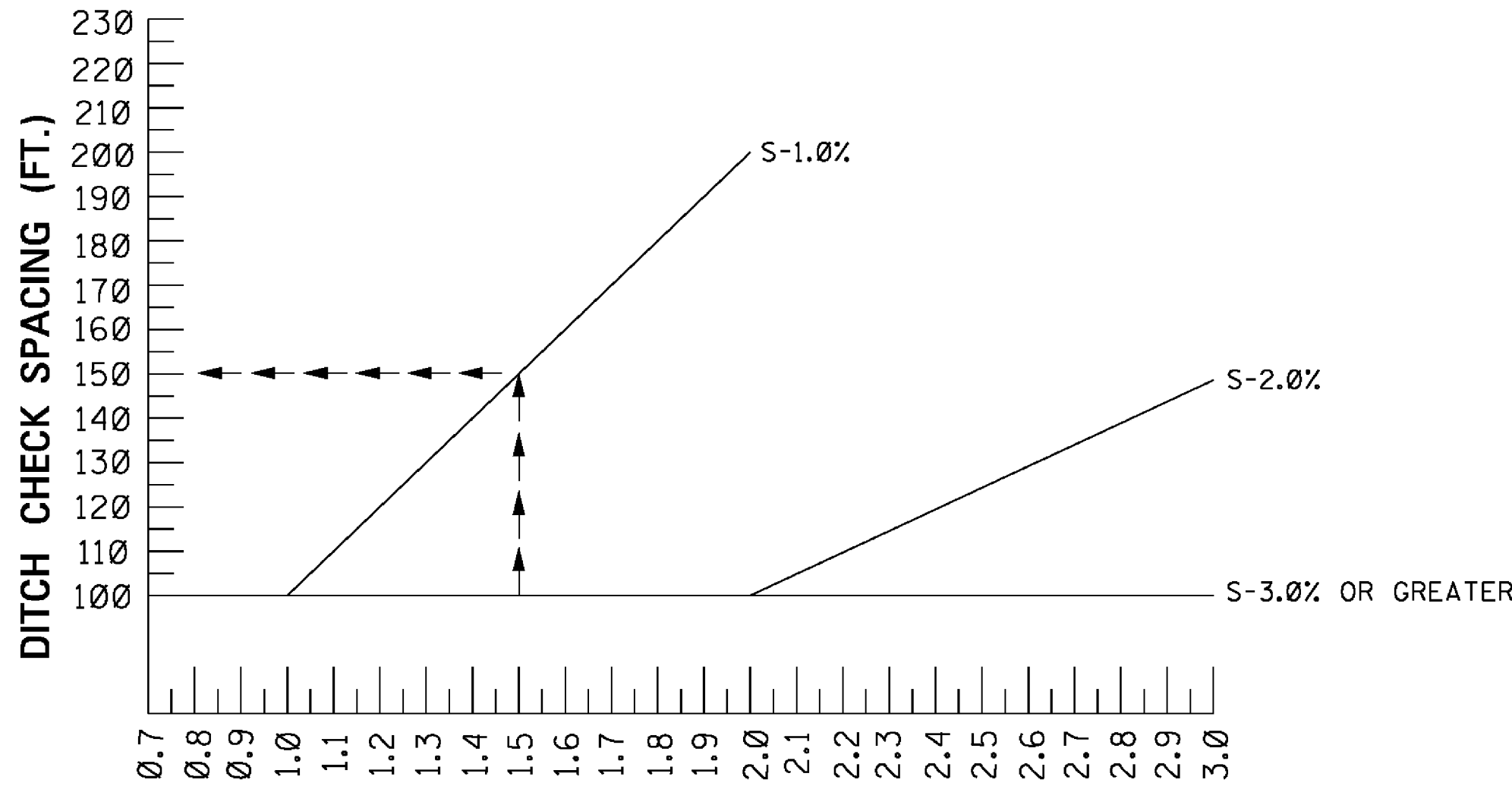
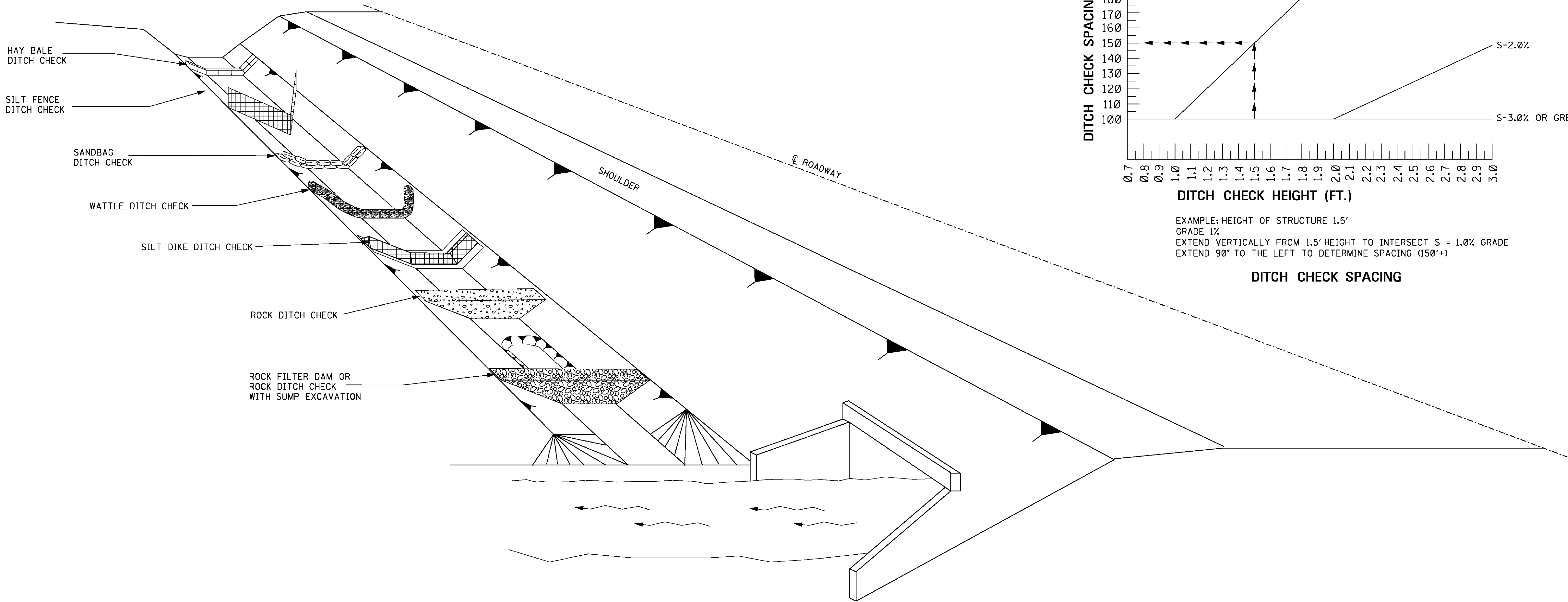


"SMILE-CONFIGURATION" SILT FENCE APPLICATION



**SILT FENCE SECTION AT
TOE OF FILL**

				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	 WORKING NUMBER ECD-2
				REVISION		
				DATE	ISSUE DATE: AUGUST 01, 2017	



EXAMPLE: HEIGHT OF STRUCTURE 1.5'
GRADE 1%
EXTEND VERTICALLY FROM 1.5' HEIGHT TO INTERSECT S = 1.0% GRADE
EXTEND 90° TO THE LEFT TO DETERMINE SPACING (150'+)

DITCH CHECK SPACING

GENERAL NOTES:

1.

THE DITCH CHECK PERSPECTIVE ILLUSTRATES A TOOL BOX OF TEMPORARY PRACTICES THAT MAY BE USED. DITCH CHECKS ARE INSTALLED TO CONTROL RUNOFF VELOCITY AND THUS REDUCE EROSION AND PROVIDE FOR TRAPPING OF SEDIMENTS.
2.

SELECTION OF THE APPROPRIATE DITCH CHECK SHOULD BE A FUNCTION OF CONSTRUCTION PHASE, DRAINAGE AREA, DITCH GRADIENT, SOIL TYPE, ECONOMY AND SAFETY.
3.

DITCH CHECKS CAN BE REMOVED FOR MAINTENANCE AND/OR REPLACEMENT BUT MUST REMAIN IN PLACE UNTIL UPSLOPE AREAS HAVE BEEN PERMANENTLY STABILIZED. MAINTENANCE INCLUDES REMOVAL OF SEDIMENT BEGINNING WHEN SEDIMENT ACCUMULATION REACHES 1/3 THE CAPACITY OR HEIGHT OF THE STRUCTURE AND NEVER ALLOWING FOR SEDIMENT TO ACCUMULATE MORE THAN 1/2 THE VOLUME OR HEIGHT OF THE DITCH CHECK STRUCTURE.
4.

HAY BALES SHOULD BE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.
5.

SILT FENCE DITCH CHECKS SHOULD BE USED WHERE IT HAS BEEN DETERMINED THAT HAY BALE CHECKS ARE INADEQUATE. SILT FENCE DITCH CHECKS SHOULD BE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.
6.

SANDBAG DITCH CHECKS SHOULD BE USED FOR VELOCITY REDUCTION AND MINIMAL SEDIMENT TRAPPING IN CONCRETE PAVED DITCHES OR IN DITCHES THAT HAVE ROCK BOTTOMS.
7.

WATTLE DITCH CHECKS CAN BE USED FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MEDIUM FLOW CONDITIONS.
8.

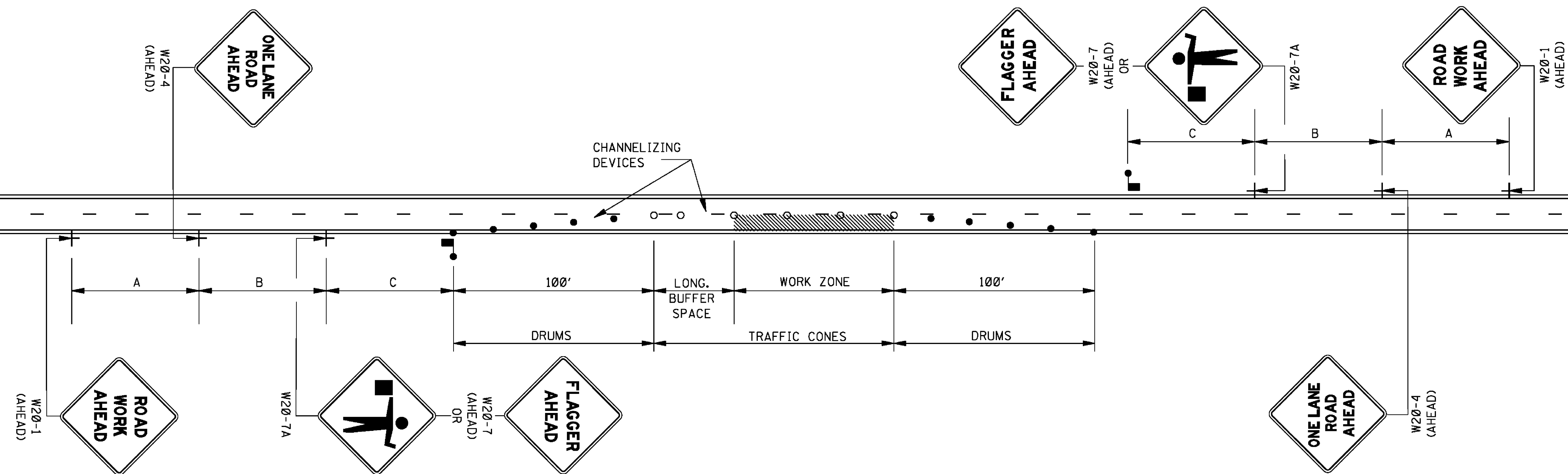
SILT DIKES CAN BE USED IN DITCHES WITH CONCENTRATED FLOWS WITHIN THE CLEAR ZONE WHERE RIPRAP CAN NOT BE USED. AS CONSTRUCTION PROGRESSES.
9.

ROCK DITCH CHECKS WITH SUMP EXCAVATION CAN BE PLACED IN DITCHES TO ASSURE ON-SITE SEDIMENT TRAPPING REQUIREMENTS ARE MET. DITCH CHECK WITH SUMP EXCAVATION IS USED WHEN DITCHES RECEIVE DRAINAGE FROM CUT OR FILL SLOPES OR OTHER CRITICAL AREAS WHERE SOIL EROSION IS EXPECTED. DRAINAGE AREA FOR A TEMPORARY SEDIMENT TRAP SHOULD BE LIMITED TO 3 ACRES. THEY CAN BE USED IN SERIES TO INCREASE ON-SITE SEDIMENT TRAPPING EFFICIENCY.
10.

DITCH CHECKS, IN NO CASE, SHALL BE PLACED IN LIVE STREAMS.
11.

CONFIGURATION AND SPACING MAY BE ADJUSTED IF APPROVED BY THE ENGINEER TO ACCOMMODATE TRAVELWAY SAFETY, WATER FLOW, OR SOIL AND INSTALLATION CHALLENGES.

					BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
					REVISION	DITCH CHECK STRUCTURES, TYPICAL APPLICATIONS AND DETAILS	
					DATE	ISSUE DATE: AUGUST 01, 2017	
						WORKING NUMBER ECD-4	SHEET NUMBER 6104



LEGEND

- FLAGGER
- RETROREFLECTIVE FREE-STANDING PLASTIC DRUMS
- TRAFFIC CONES (28" HEIGHT MINIMUM)

GENERAL NOTES:

1. THE LOCATION OF CHANNELIZING DEVICES AND THE WORK AREA LAYOUT SHALL BE BASED ON THE CRITERIA IN THE FOLLOWING TABLE. FLAGGER STATIONS SHALL BE LOCATED SUCH THAT APPROACHING VEHICLES WILL HAVE SUFFICIENT DISTANCE TO STOP. VALUES IN STOPPING SIGHT DISTANCE COLUMN MAY BE USED AS A MINIMUM FOR THIS DISTANCE.

POSTED SPEED AND/OR DESIGN SPEED	MAXIMUM CHANNELIZING DEVICE SPACING (ft)		LONGITUDINAL [†] BUFFER SPACE (ft)	STOPPING SIGHT DISTANCE
	TAPER	ALONG LANE LINE & WORK ZONE		
mph				
25	20	50	55	155
30	20	60	85	200
35	20	70	120	250
40	20	80	170	305
45	20	90	220	360
50	20	100	280	425
55	20	110	335	495
60	20	120	415	570
65	20	130	485	645

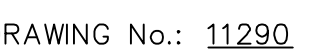
† NOTE: BUFFER SPACE MAY BE ADJUSTED AS NEEDED ACCORDING TO ROADWAY GEOMETRY TO MEET SIGHT DISTANCE REQUIREMENTS, AS DIRECTED BY THE ENGINEER.

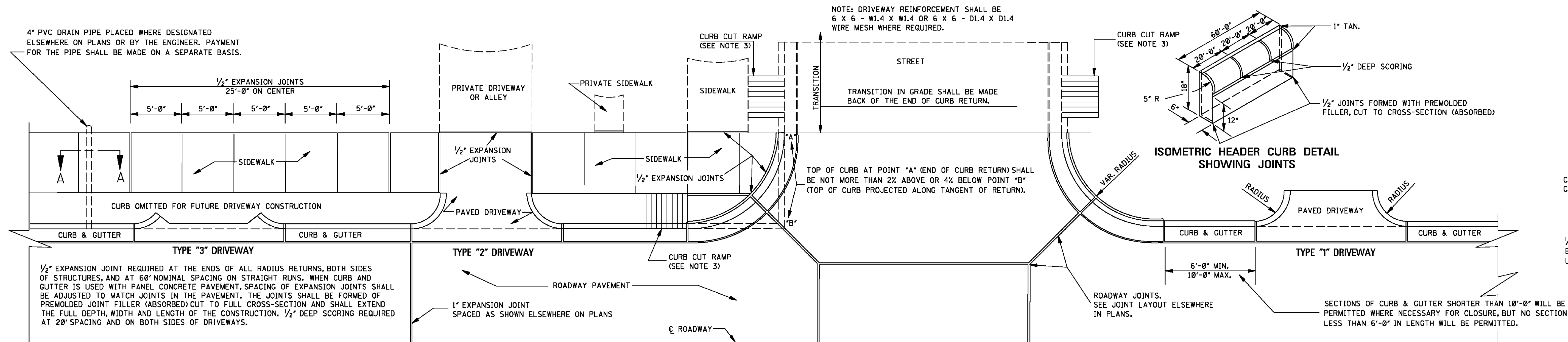
2. ALL CHANNELIZING DEVICES SHALL BE A MINIMUM OF 28" IN HEIGHT.
3. DIAMOND SHAPED TRAFFIC CONTROL SIGNS SHALL BE A MINIMUM OF 36" x 36" AND BLACK COPY ON FLUORESCENT ORANGE SHEETING.
4. WHEN WORK ZONE IS NO LONGER NEEDED, ALL SIGNS SHALL BE COVERED OR REMOVED AND ALL CHANNELIZING DEVICES SHALL BE MOVED TO THE SHOULDER EDGE.
5. ADDITIONAL FLAGGERS MAY BE NEEDED AS DIRECTED BY THE ENGINEER.
6. WHEN WORK IS REQUIRED AT NIGHT, FLAGGER STATIONS SHALL BE ILLUMINATED.
7. CHANNELIZING DEVICE TYPES FOR:
 - A. APPROACH AND EXIT TAPERS- RETROREFLECTIVE PLASTIC DRUMS
 - B. ALONG LANE LINE AND WORK ZONE- TRAFFIC CONES (28" HEIGHT)
8. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK SHALL BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.

DISTANCE BETWEEN SIGNS

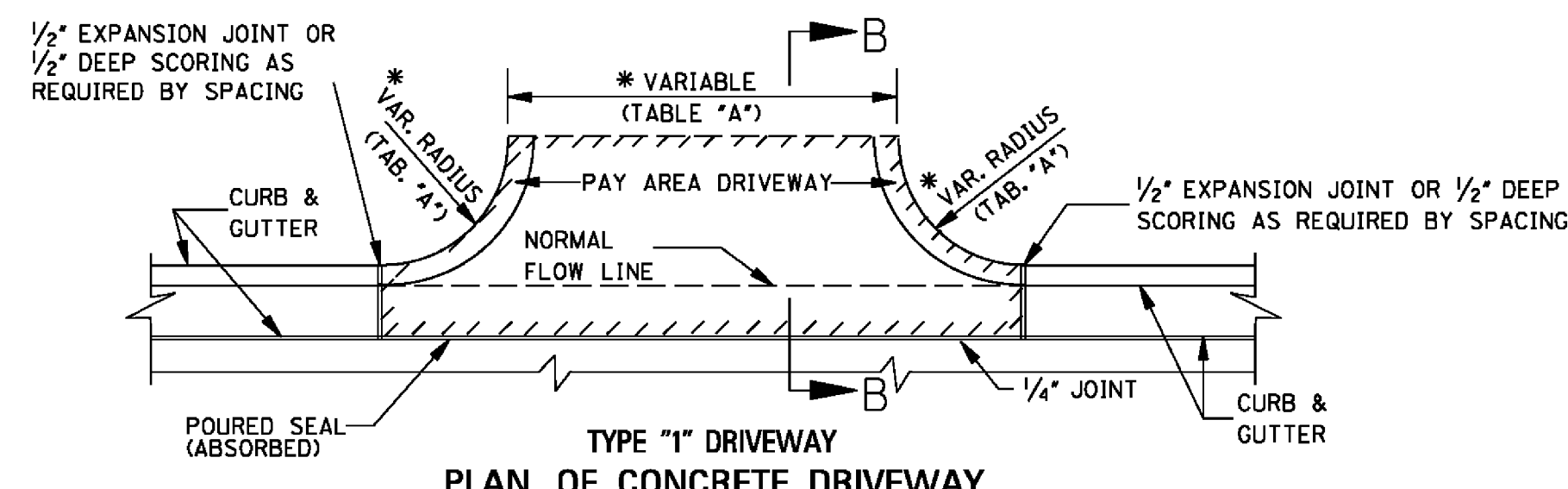
ROAD TYPE	A	B	C
URBAN (35 MPH OR LESS)	100 FT.	100 FT.	100 FT.
URBAN (40 - 70 MPH)	350 FT.	350 FT.	350 FT.
RURAL	500 FT.	500 FT.	500 FT.
EXPRESSWAY / FREEWAY	1000 FT.	1500 FT.	2640 FT.

[illegible]





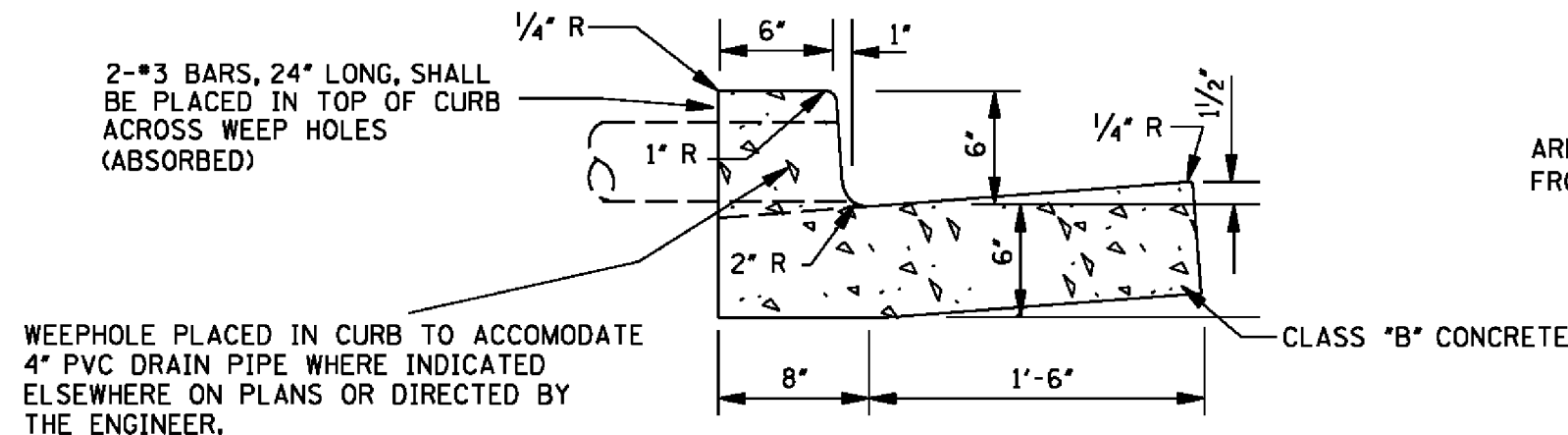
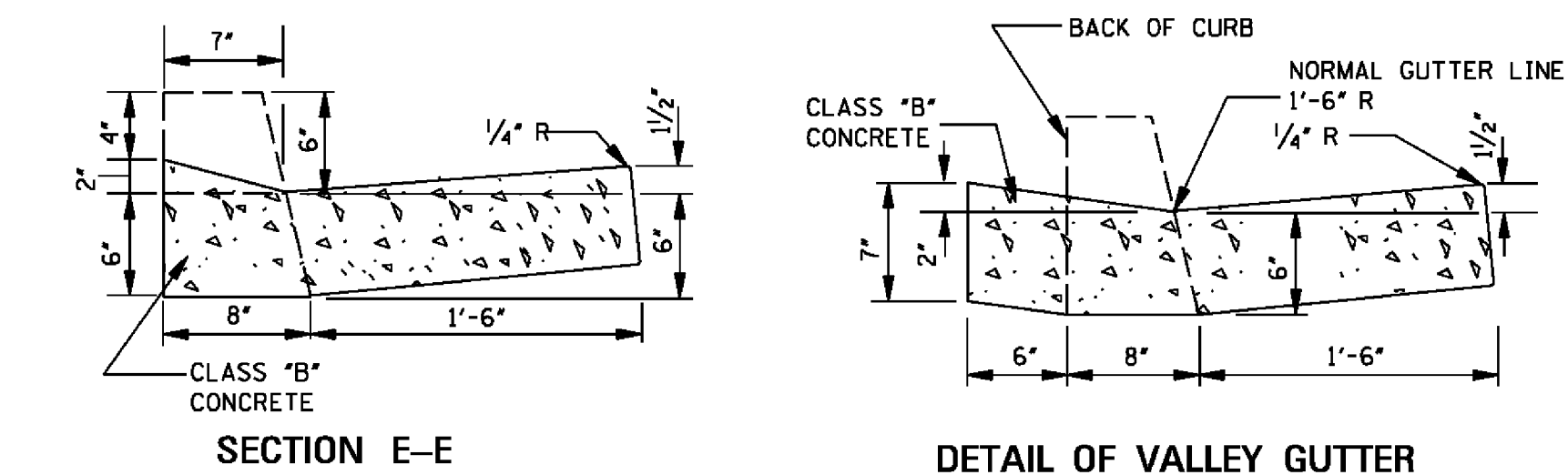
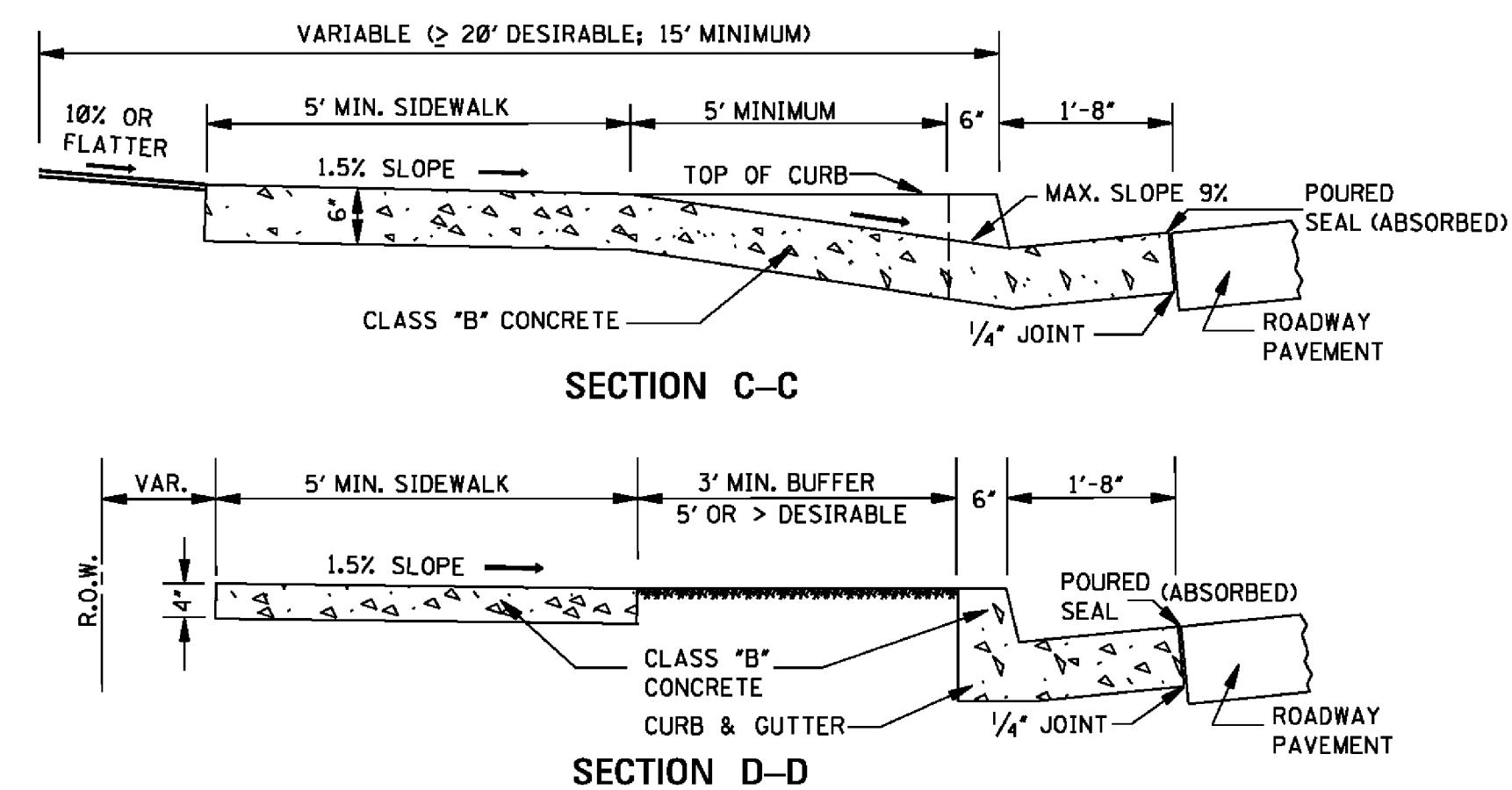
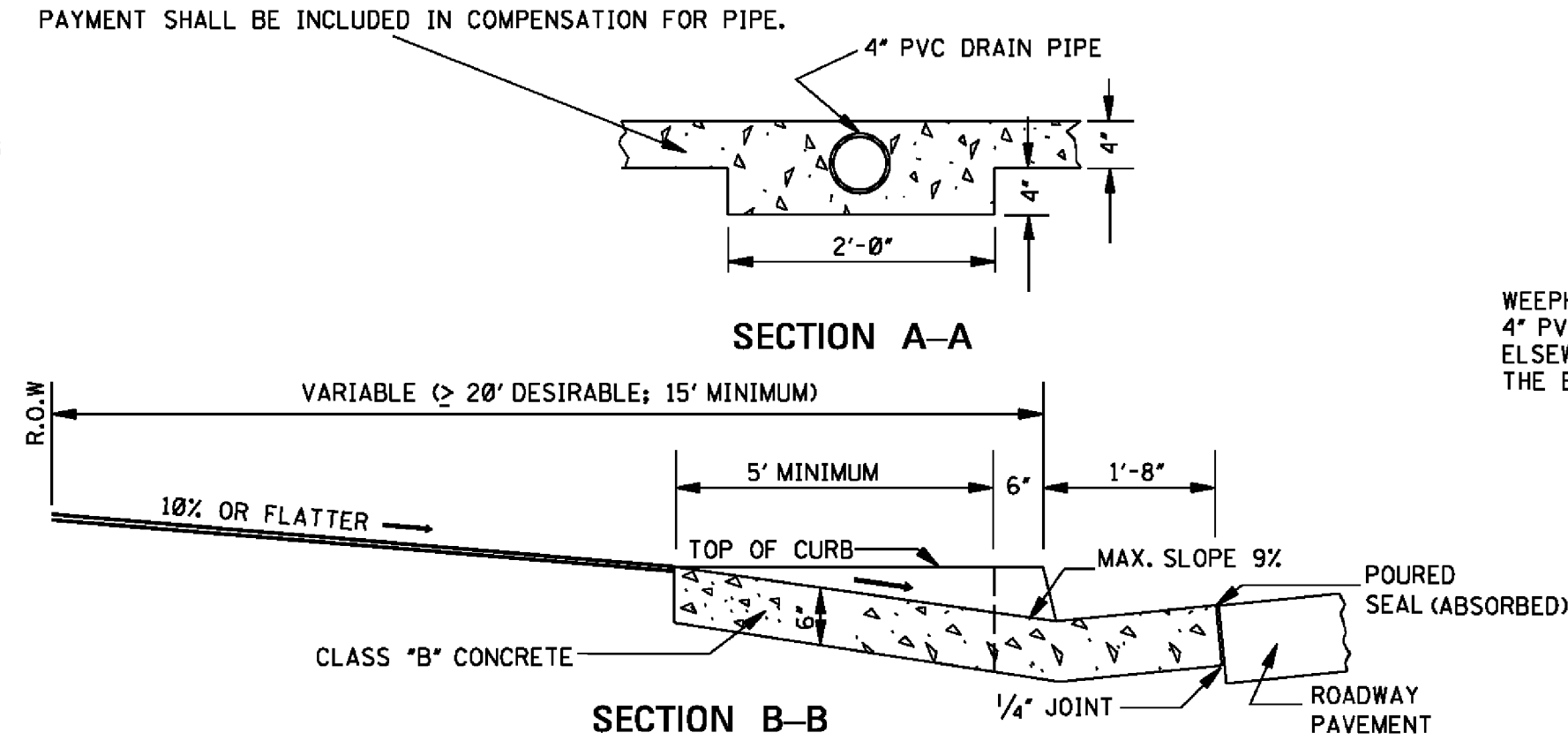
PLAN SHOWING ARRANGEMENT OF CURB & GUTTER, DRIVEWAYS AND SIDEWALK



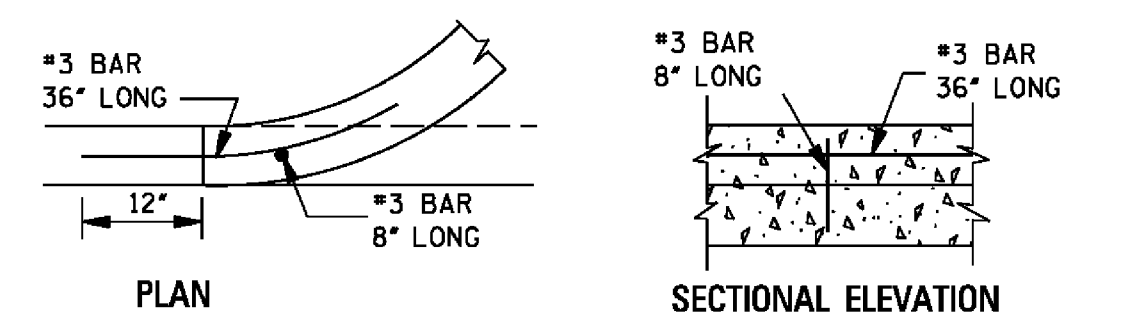
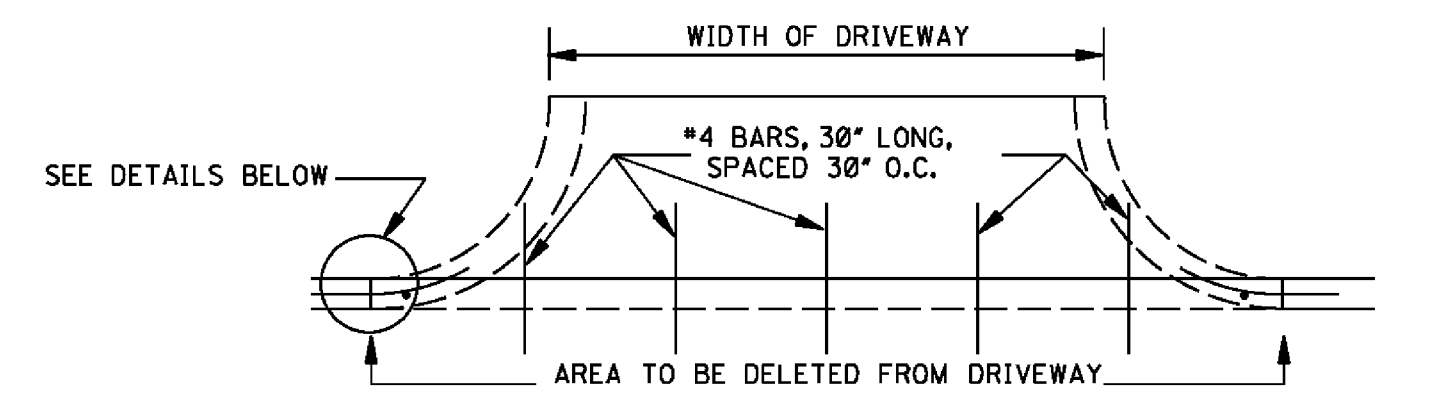
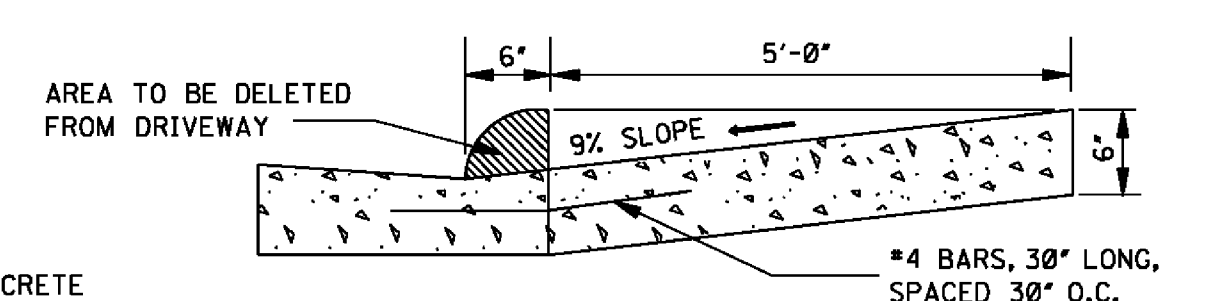
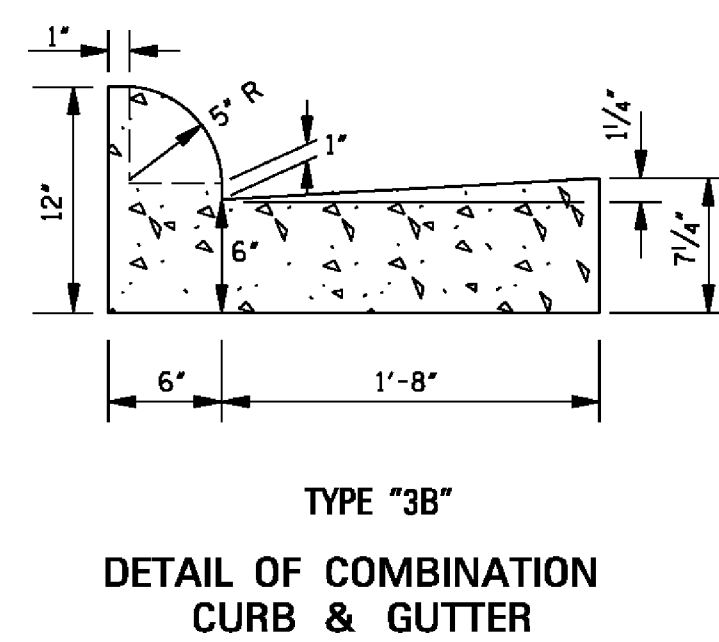
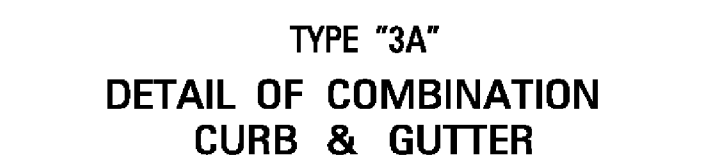
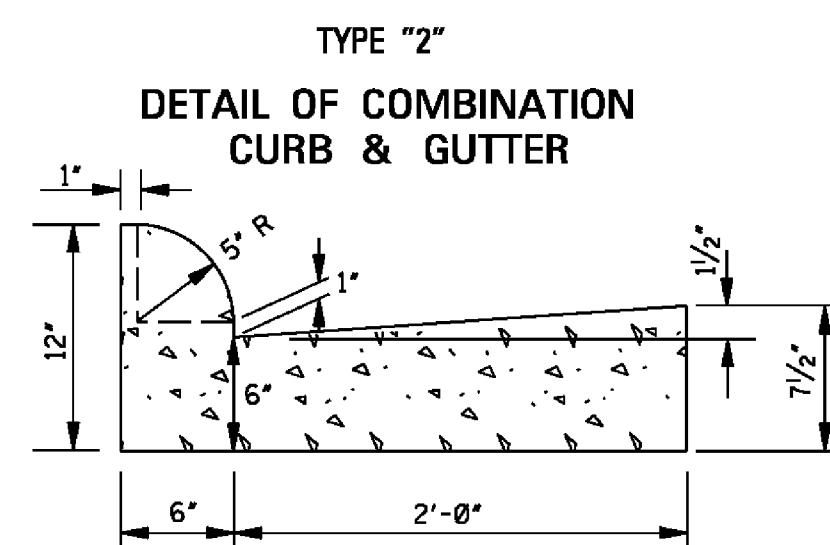
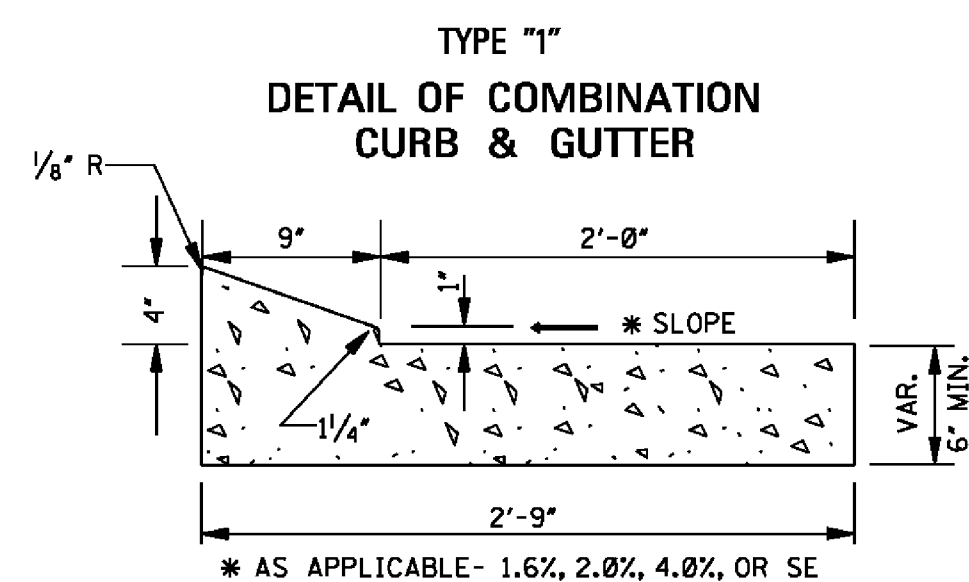
11.058 yd² FOR DRIVEWAY 16'-0" IN WIDTH. 0.574 yd² FOR EACH ADDED OR SUBTRACTED FOOT OF WIDTH.
NOTE: THIS DRIVEWAY AREA EXAMPLE IS COMPUTED ON THE BASIS OF 3'-0" RADIUS. PAYMENT FOR CURB RADIUS SHALL BE INCLUDED IN COMPENSATION FOR DRIVEWAY.

*TABLE "A"		
DRIVEWAY TYPE	DRIVEWAY WIDTH	CURB RETURN RADIUS
RESIDENTIAL	16'	5' - 10'
COMMERCIAL/INDUSTRIAL	30' - 50'	10' - 30'

4" EXTRA DEPTH SHALL BE PLACED FULL WIDTH OF SIDEWALK, WHERE DRAIN PIPE PASSES THROUGH SIDEWALK. PAYMENT SHALL BE INCLUDED IN COMPENSATION FOR PIPE.



WEEPHOLE PLACED IN CURB TO ACCOMMODATE 4" PVC DRAIN PIPE WHERE INDICATED ELSEWHERE ON PLANS OR DIRECTED BY THE ENGINEER.



PERMISSIBLE DRIVEWAY CONSTRUCTION METHOD FOR SLIP-FORM PLACEMENT OF CURB & GUTTER

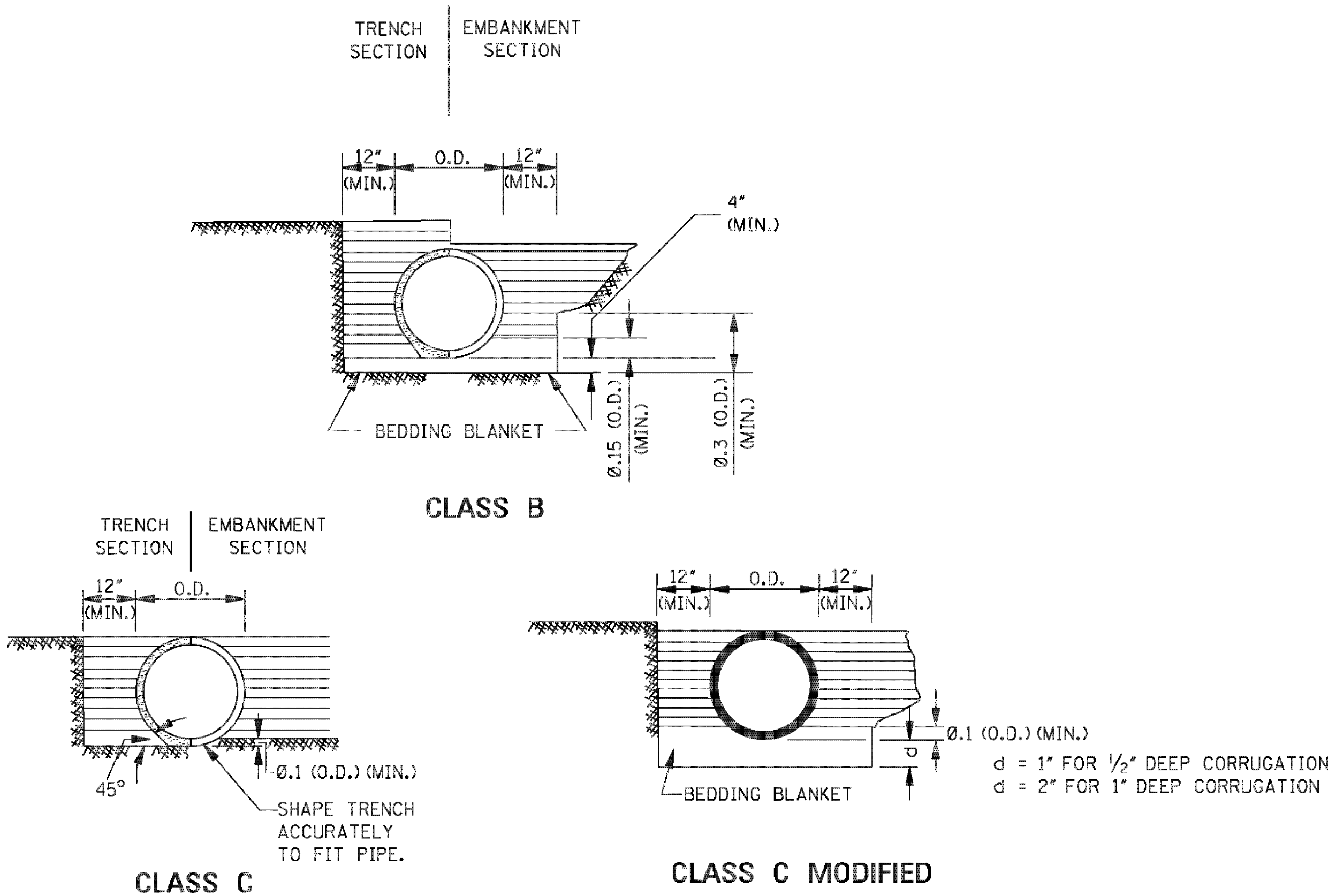
GENERAL NOTES:

1. TRAVERSE CONTRACTION JOINTS ARE REQUIRED AT 20' ON CENTER FOR ALL CONCRETE DRIVEWAYS THAT EXTEND PAST THE END OF THE CURB RETURN. A 1/2" WIDE EXPANSION JOINT IS REQUIRED AT THE END OF THE CURB RETURN AND AT 60' ON CENTER THROUGHOUT THE LENGTH OF THE DRIVEWAY. A LONGITUDINAL CONTRACTION JOINT IS REQUIRED FOR ALL DRIVEWAYS EXCEEDING 20' IN WIDTH.
2. SEE WK. NOS. CR-1, CR-2, CR-3 & CR-4 FOR DETAILS OF CURB-CUT RAMPS.
3. MAXIMUM 2% CROSS-SLOPE ON SIDEWALKS.

BY		MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
REVISION		ROADWAY DESIGN DIVISION	
DATE		STANDARD PLAN	
		DRIVEWAYS, CURB & GUTTER, & SIDEWALK	
		ISSUE DATE: AUGUST 01, 2017	
		WORKING NUMBER SD-1	
		SHEET NUMBER 6419	

CORRUGATED STEEL AND ALUMINUM PIPE (ROUND)						
PIPE DIAMETER (in)	MINIMUM COVER FROM TOP OF PIPE TO TOP OF SUBGRADE (in)	MAXIMUM FILL HEIGHT ABOVE TOP OF PIPE (ft)				
		SHEET THICKNESS (in)				
		0.064 STEEL 0.060 ALUM. 16 GAGE	0.079 STEEL 0.075 ALUM. 14 GAGE	0.109 STEEL 0.105 ALUM. 12 GAGE	0.138 STEEL 0.135 ALUM. 10 GAGE	0.168 STEEL 0.164 ALUM. 8 GAGE
		2 2/3" X 1/2" CORRUGATED STEEL HELICAL	3" X 1" OR 5" X 1" CORRUGATED STEEL HELICAL	2 2/3" X 1/2" CORRUGATED ALUMINUM HELICAL		
12"	12"	207' / - / 125'	259' / - / 157'	- / - / -	- / - / -	- / - / -
15"	12"	165' / - / 100'	207' / - / 125'	- / - / -	- / - / -	- / - / -
18"	12"	138' / - / 83'	172' / - / 104'	242' / - / -	- / - / -	- / - / -
24"	12"	103' / - / 62'	129' / - / 78'	181' / - / 109'	- / - / -	- / - / -
30"	12"	82' / - / -	103' / - / 69'	145' / - / 97'	- / - / -	- / - / -
36"	12"	68' / - / -	86' / - / 62'	120' / - / 87'	155' / - / 94'	- / - / -
42"	12"	58' / - / -	73' / - / 51'	103' / - / 73'	133' / - / 80'	163' / - / -
48"	12"	51' / - / -	64' / - / -	90' / - / 62'	116' / - / 70'	142' / - / 85'
54"	12"	- / 46' / -	57' / 58' / -	80' / 82' / 54'	103' / 106' / 62'	126' / 129' / 76'
60"	12"	- / 42' / -	- / 52' / -	72' / 74' / 48'	93' / 95' / 52'	114' / 116' / 64'
66"	12"	- / 38' / -	- / 47' / -	- / 66' / -	84' / 86' / -	103' / 106' / 52'
72"	12"	- / 35' / -	- / 43' / -	- / 61' / -	77' / 79' / -	94' / 97' / 43'
78"	12"	- / 32' / -	- / 40' / -	- / 56' / -	- / 73' / -	84' / 89' / -
84"	12"	- / 29' / -	- / 37' / -	- / 52' / -	- / 68' / -	72' / 83' / -
90"	12"	- / 27' / -	- / 34' / -	- / 49' / -	- / 63' / -	- / 77' / -
96"	12"	- / - / -	- / 32' / -	- / 46' / -	- / 59' / -	- / 72' / -
102"	24"	- / - / -	- / 30' / -	- / 43' / -	- / 55' / -	- / 68' / -
108"	24"	- / - / -	- / - / -	- / 40' / -	- / 52' / -	- / 64' / -
114"	24"	- / - / -	- / - / -	- / 38' / -	- / 50' / -	- / 61' / -
120"	24"	- / - / -	- / - / -	- / 36' / -	- / 47' / -	- / 58' / -

NOTE: THE AVERAGE INSIDE DIAMETER SHALL NOT VARY MORE THAN ONE (1) PERCENT OR 1/2", WHICHEVER IS GREATER, FROM THE NOMINAL DIAMETER WHEN MEASURED ON THE INSIDE CREST OF THE CORRUGATIONS (AASHTO M 36/M 36 & AASHTO M 196/M 196).



MAXIMUM HEIGHT OF FILL OVER REINFORCED CONCRETE PIPE		
CLASS OF PIPE	MAXIMUM COVER (ft)	
	CLASS "C" BEDDING	CLASS "B" BEDDING
III	12'	19'
IV	18'	30'
V	28'	48'
SPECIAL DESIGN	>28'	>48'

NOTE: CLASS OF PIPE AND BEDDING TO BE CONSISTENT THROUGHOUT THE PIPE LENGTH.

CORRUGATED METAL PIPE ARCHES						
EQUIV. DIAMETER (in)	PIPE DIMENSION (SPAN X RISE) (in)	MINIMUM COVER	STEEL		ALUMINUM	
			MINIMUM THICKNESS REQUIRED (in)	MAXIMUM FILL HEIGHT ABOVE TOP OF PIPE (ft) FOR THE FOLLOWING CORNER BEARING PRESSURE (tons/ft ²)	MINIMUM THICKNESS REQUIRED (in)	MAXIMUM FILL HEIGHT ABOVE TOP OF PIPE (ft) FOR THE FOLLOWING CORNER BEARING PRESSURE (tons/ft ²)
				† 4 tons/ft ²		† 4 tons/ft ²
			2 2/3" X 1/2" CORRUGATION HELICAL		2 2/3" X 1/2" CORRUGATION RIVETED OR HELICAL	
15"	17" X 13"	12"	0.064"	13'	0.060"	13'
18"	21" X 15"	12"	0.064"	12'	0.060"	12'
24"	28" X 20"	12"	0.064"	12'	0.075"	12'
30"	35" X 24"	12"	0.064"	12'	0.075"	12'
36"	42" X 29"	12"	0.064"	12'	0.105"	12'
42"	49" X 33"	12"	0.079"	12'	0.105"	12'
48"	57" X 38"	12"	0.109"	12'	0.135"	12'
54"	64" X 43"	12"	0.109"	12'	0.135"	12'
60"	71" X 47"	12"	0.138"	12'	0.164"	12'
66"	77" X 52"	12"	0.168"	12'		
72"	83" X 57"	12"	0.168"	12'		
			3" X 1" CORRUGATION HELICAL / 5" X 1" CORRUGATION HELICAL			
48"	53" X 41"	12" / -	0.079" / -	12' / -		
54"	60" X 46"	15" / -	0.079" / -	20' / -		
60"	66" X 51"	15" / -	0.079" / -	20' / -		
66"	73" X 55"	18" / -	0.079" / -	20' / -		
72"	81" X 59"	18" / 18'	0.079" / 0.109"	17' / 17'		
78"	87" X 63"	18" / 18'	0.079" / 0.109"	16' / 16'		
84"	95" X 67"	18" / 18'	0.079" / 0.109"	16' / 16'		
90"	103" X 71"	18" / 18'	0.109" / 0.109"	16' / 16'		
96"	112" X 75"	21" / 21'	0.109" / 0.109"	16' / 16'		
102"	117" X 79"	21" / 21'	0.109" / 0.109"	16' / 16'		
108"	128" X 83"	24" / 24'	0.138" / 0.138"	16' / 16'		
114"	137" X 87"	24" / 24'	0.138" / 0.138"	16' / 16'		
120"	142" X 91"	27" / 27'	0.168" / 0.168"	16' / 16'		

NOTES:
1. THE AVERAGE INSIDE DIAMETER SHALL NOT VARY MORE THAN ONE (1) PERCENT OR 1/2", WHICHEVER IS GREATER, FROM THE NOMINAL DIAMETER WHEN MEASURED ON THE INSIDE CREST OF THE CORRUGATIONS. (AASHTO M 36/M 36 & AASHTO M 196/M 196).

† 2. BEARING PRESSURES FOR GIVEN FILL HEIGHT SHALL HAVE FOUNDATION MATERIALS INVESTIGATED TO DETERMINE BEARING CAPACITY.

- GENERAL NOTES:
1. MINIMUM SPACING BETWEEN MULTIPLE LINES OF PARALLEL PIPE SHALL BE THE DISTANCE REQUIRED FOR INSTALLING THE ADJACENT FLARED END SECTIONS OR AS SHOWN ON THE HEADWALL DRAWINGS FOR CONDUITS REQUIRING HEADWALLS.
 2. UNLESS OTHERWISE INDICATED, THE TOP OF THE PIPE SHALL BE BELOW THE TOP OF THE SUBGRADE, AND A MINIMUM OF 12" OF COVER OVER THE TOP OF THE PIPE SHALL BE MAINTAINED BETWEEN THE SHOULDER LINES.
 3. WHERE PRE-BED PIPE IS INSTALLED, FLARED END SECTIONS FROM OTHER MANUFACTURERS MAY BE JOINED TO PRE-BED PIPE PROVIDED A CONCRETE COLLAR IS PLACED AT THE CONTRACTOR'S EXPENSE AND A DEFORMATION TO THE PIPE'S FLOWLINE IS NOT EVIDENT ON FINAL PLACEMENT.
 4. THE BACKFILL SHALL BE EITHER CLASS "B", CLASS "C", OR CLASS "C" MODIFIED. A MINIMUM COMPACTION LEVEL OF 95% STANDARD PROCTOR DENSITY PER AASHTO T99 SHALL BE ACHIEVED BY USE OF VIBRATORY PLATE, HYDROHAMMER TYPE COMPACTION SHALL NOT BE USED OVER THE PIPE. ALL COMPACTION EQUIPMENT USED SHALL BE APPROVED BY THE ENGINEER.

				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
				REVISION	
				DATE	ISSUE DATE: AUGUST 01, 2017

**PIPE CULVERT
INSTALLATION**


WORKING NUMBER
PI-1
SHEET NUMBER
6501

STANDARD INSTALLATION DETAIL

TABLE 1: BEDDING AND BACKFILL REQUIREMENTS

BEDDING AND BACKFILL REQUIREMENTS FOR NON-RIGID PIPE IN CROSS DRAIN AND STORM DRAIN APPLICATIONS	
A.	BEDDING SHALL BE CLASS B IN ACCORDANCE WITH THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
B.	BACKFILL MATERIAL SHALL BE ONE OF THE FOLLOWING:
1.	FLOWABLE FILL IN ACCORDANCE WITH THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION LATEST EDITION.
2.	CRUSHED STONE AGGREGATE BACKFILL IN ACCORDANCE WITH THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
IF FLOWABLE FILL IS UTILIZED, CARE SHALL BE TAKEN TO PREVENT "FLOATING" OF THE PIPE.	
THE COST OF FURNISHING AND PLACING THE REQUIRED BEDDING AND BACKFILL MATERIAL INDICATED IN A AND B SHALL BE INCLUDED IN THE UNIT COST OF THE NON-RIGID PIPE ALTERNATE, I.E., THERE IS NO SEPARATE PAY ITEM FOR NON-RIGID PIPE BEDDING AND BACKFILL MATERIAL.	
BEDDING AND BACKFILL REQUIREMENTS FOR NON-RIGID PIPE IN SIDE DRAIN APPLICATIONS	
A.	BEDDING SHALL BE CLASS C IN ACCORDANCE WITH THE MISSISSIPPI SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
B.	BACKFILL MATERIAL SHALL BE IN ACCORDANCE WITH THE MISSISSIPPI SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION. PIPES THAT SERVE AS A SIDE DRAIN ON DEPARTMENT RIGHT OF WAY, BUT CARRY DRAINAGE UNDER A COUNTY OR LOCAL ROAD SHALL ADHERE TO THE BEDDING AND BACKFILL REQUIREMENTS FOR A CROSS DRAIN CONTAINED ABOVE.
THE COST OF FURNISHING AND PLACING THE REQUIRED BEDDING AND BACKFILL MATERIAL INDICATED IN A AND B SHALL BE INCLUDED IN THE UNIT COST OF THE NON-RIGID ALTERNATE PIPE, I.E., THERE IS NO SEPARATE PAY ITEM FOR NON-RIGID BEDDING AND BACKFILL MATERIAL.	

TABLE 2:
HIGH DENSITY CORRIGATED POLYETHYLENE PIPE
HEIGHT OF COVER

NOMINAL DIAMETER IN.	MINIMUM COVER IN.	MAXIMUM COVER - FT.	
		CROSS DRAIN	SIDE DRAIN
12	12	38	11
15	12	36	12
18	12	35	11
24	12	30	10
30	12	25	9
36	21	29	10
42	21	27	9
48	21	25	8

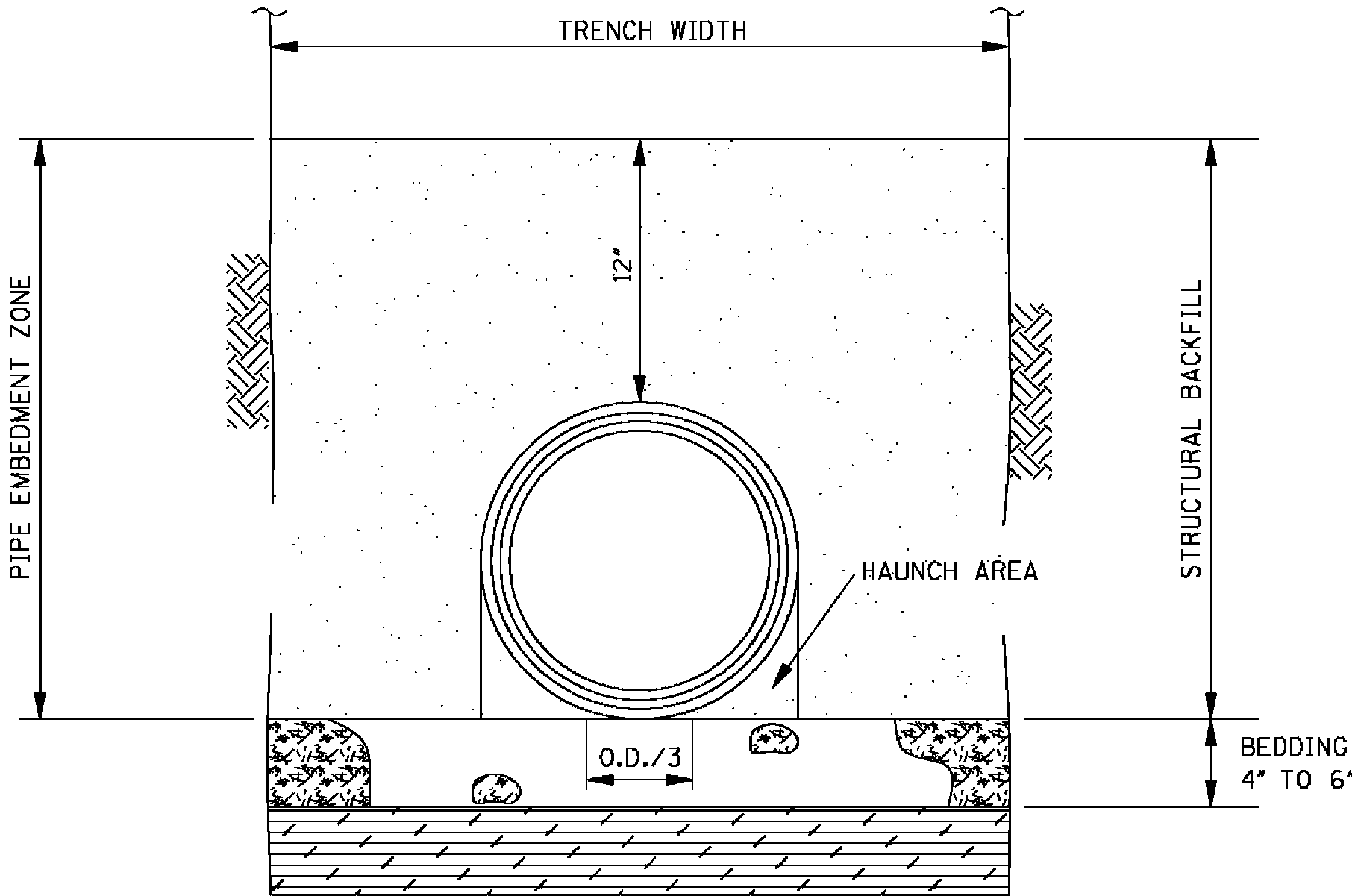
TABLE 3: RECOMMENDED TRENCH WIDTH

DIAMETER IN.	O.D. IN.	TRENCH WIDTH IN.
12	14.45	34
15	17.57	38
18	21.20	44
24	27.80	54
30	35.10	65
36	41.70	75
42	47.70	84
48	53.60	92

THE TRENCH WIDTH MUST BE WIDE ENOUGH TO ACCOMODATE COMPATION EQUIPMENT

TABLE 4: MULTIPLE INSTALLATION OF
POLYETHYLENE PIPES

DIAMETER OF PIPE IN.	CLEAR DISTANCE BETWEEN PIPES FT.-IN.
18	1'-2"
24	1'-5"
30	1'-8"
36	1'-11"
42	2'-2"
48	2'-5"



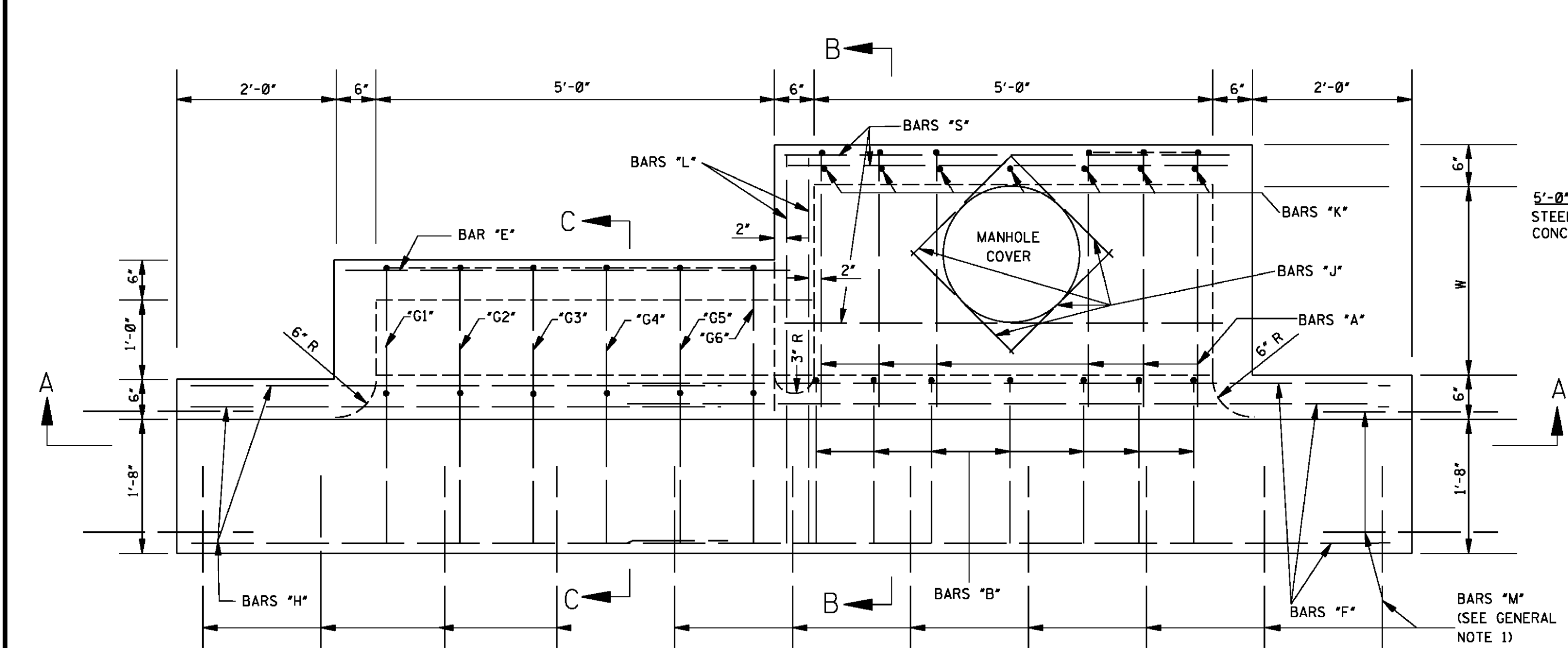
TRENCH CROSS SECTION SHOWING TERMINOLOGY

GENERAL NOTES:

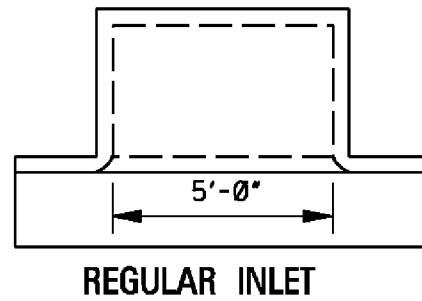
- MATERIALS
THERMOPLASTIC PIPE
POLYETHYLENE PIPE SHALL CONFORM TO THE REQUIREMENTS OF AASHTO M 294, LATEST EDITION.
DESIGNATION OF TYPE: TYPE S: THIS PIPE WILL HAVE A FULL CIRCULAR CROSS SECTION WITH AN OUTER CORRUGATED PIPE WALL AND A SMOOTH INNER LINER.
BEDDING MATERIAL AND STRUCTURAL BACKFILL
BEDDING MATERIAL AND STRUCTURAL BACKFILL SHALL MEET THE REQUIREMENTS OF TABLE 1.
- JOINTS
JOINTS FOR THERMOPLASTIC PIPE SHALL MEET THE PERFORMANCE REQUIREMENTS OF SOILTIGHTNESS UNLESS WATERTIGHTNESS IS SPECIFIED.
SUITABLE JOINTS CAN BE OBTAINED WITH THE FOLLOWING TYPES OF CONNECTIONS:
A) CORRUGATED BANDS (WITH OR WITHOUT GASKETS)
B) BELL AND SPIGOT PIPE ENDS (WITH OF WITHOUT GASKETS)
C) DOUBLE BELL COUPLINGS (WITH OR WITHOUT GASKETS)
- INSTALLATION
MINIMUM TRENCH WIDTHS SHALL MEET THE REQUIREMENTS OF TABLE 3.
THE MIDDLE THIRD OF THE BEDDING MATERIAL UNDER THE PIPE SHOULD BE LOOSELY PLACED, WHILE THE REMAINDER SHALL BE COMPACTED TO A MINIMUM 90% OF MAXIMUM DENSITY PER AASHTO T 99.
A MINIMUM OF 4 INCHES OF BEDDING SHALL BE PROVIDED PRIOR TO PLACEMENT OF THE PIPE.
STRUCTURAL BACKFILL SHALL BE PLACED AND COMPACTED IN LAYERS NOT EXCEEDING AN 8" LOOSE LIFT THICKNESS AND BROUGHT UP EVENLY ON BOTH SIDES OF THE PIPE WITH AN ELEVATION NOT LESS THAN 12 INCHES ABOVE THE TOP OF THE PIPE. A MINIMUM COMPACTION LEVEL OF 90% STANDARD DENSITY PER AASHTO T 99 SHALL BE ACHIEVED.
MINIMUM COVER REQUIREMENTS SHALL MEET THE REQUIREMENTS OF TABLE 2.
FOR MULTIPLE INSTALLATIONS OF POLYETHYLENE PIPES, A CLEAR DISTANCE BETWEEN THE PIPES SHALL MEET THE REQUIREMENTS OF TABLE 4.
- CALCULATIONS FOR FILL DEPTHS ARE BASED ON PROPERTIES DEFINED IN AASHTO M294 AND CALCULATIONS IN AASHTO SEC.19.

				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
				REVISION		
				DATE		
					ISSUE DATE: AUGUST 01, 2017	
					FLEXIBLE PIPE CULVERT INSTALLATION	
					 WORKING NUMBER PI-2 SHEET NUMBER 6502	

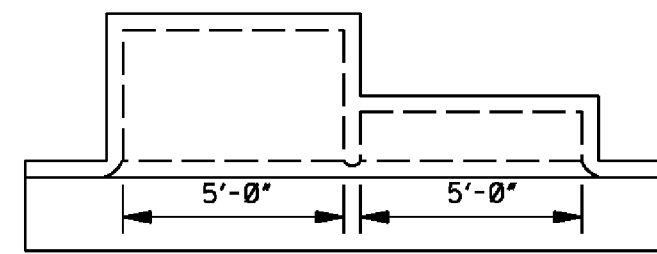
STATE	PROJECT NO.
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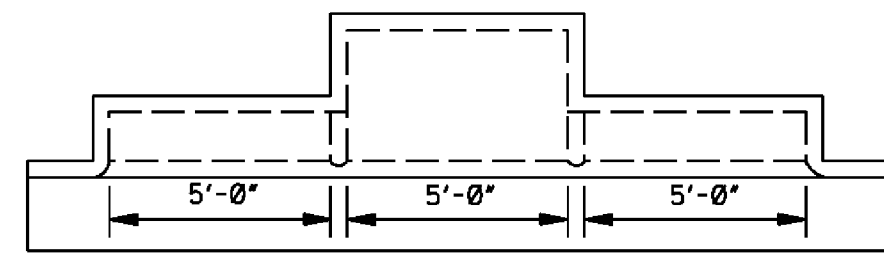
5'-0" INLET
STEEL = 8.68W + 9.35Y + 3.79W + 7.57H + 121
CONC. = (WY + 5.5W + 6Y + 14.611)/27



REGULAR INLET



INLET WITH ONE EXTENSION



INLET WITH TWO EXTENSIONS

10'-0" INLET
STEEL = 8.68W + 9.35Y + 3.79W + 7.57H + 231
CONC. = (WY + 5.5W + 6Y + 38.641)/27

15'-0" INLET
STEEL = 8.68W + 9.35Y + 3.79W + 7.57H + 341
CONC. = (WY + 5.5W + 6Y + 62.671)/27

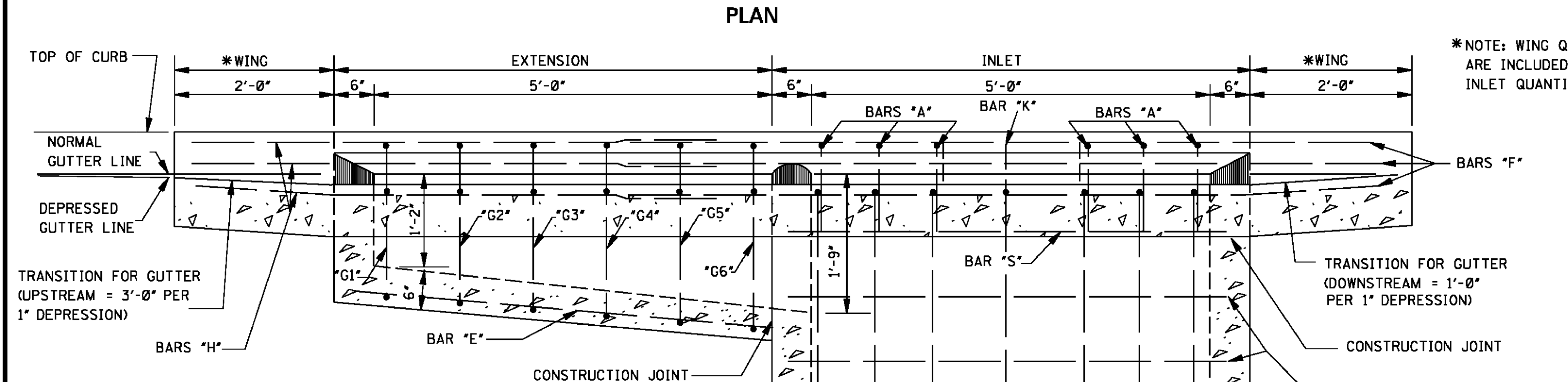
PLAN OF INLET AND EXTENSIONS

ADD. CONCRETE PER FOOT OF H		ADD. CONCRETE PER FOOT OF W	
W	yd ³ /ft	H	yd ³ /ft
2'-6"	0.315	3'-6"	0.315
3'-0"	0.333	4'-0"	0.333
3'-6"	0.352	4'-6"	0.352
4'-0"	0.371	5'-0"	0.370
4'-6"	0.389	5'-6"	0.389
5'-0"	0.408	6'-0"	0.408
5'-6"	0.426	6'-6"	0.426
6'-0"	0.445	7'-0"	0.445
6'-6"	0.463	7'-6"	0.463
7'-0"	0.481	8'-0"	0.482
		8'-6"	0.500

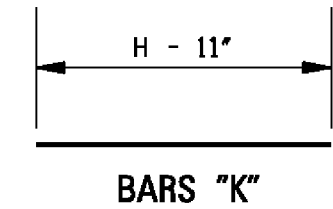
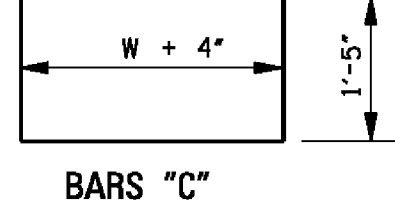
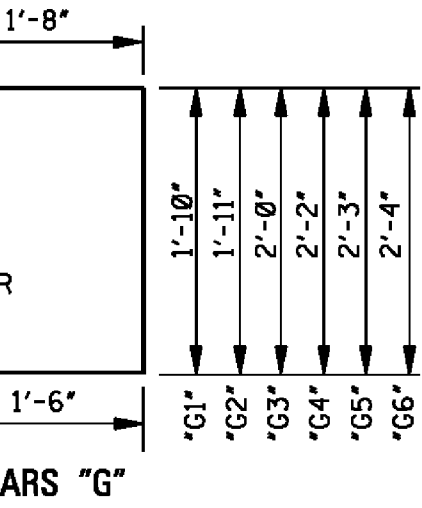
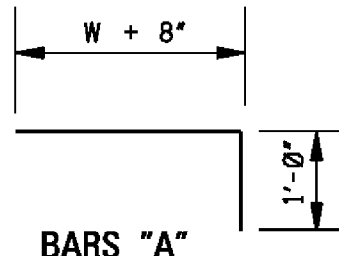
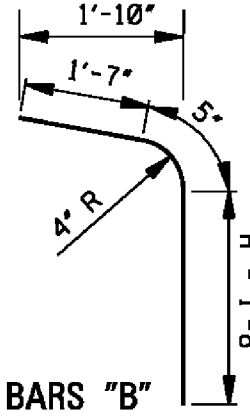
QUANTITIES FOR ONE EXTENSION					
BAR	SIZE	LENGTH	SPACING	NUMBER	WEIGHT
E*	#4	5'-8"	AS SHOWN	3	11
G*	#4	SEE SCHEDULE	0'-11"	6	34
H*	#6	6'-9"	AS SHOWN	5	51
L*	#6	4'-9"	AS SHOWN	2	14
TOTAL STEEL FOR ONE EXTENSION = 110 lbs					
TOTAL CONCRETE FOR ONE EXTENSION = 0.89 yd ³					

NOTE: WHERE EXTENSION IS USED WITH CONCRETE PAVEMENT, ADD 27 lbs OF STEEL FOR BARS "M".

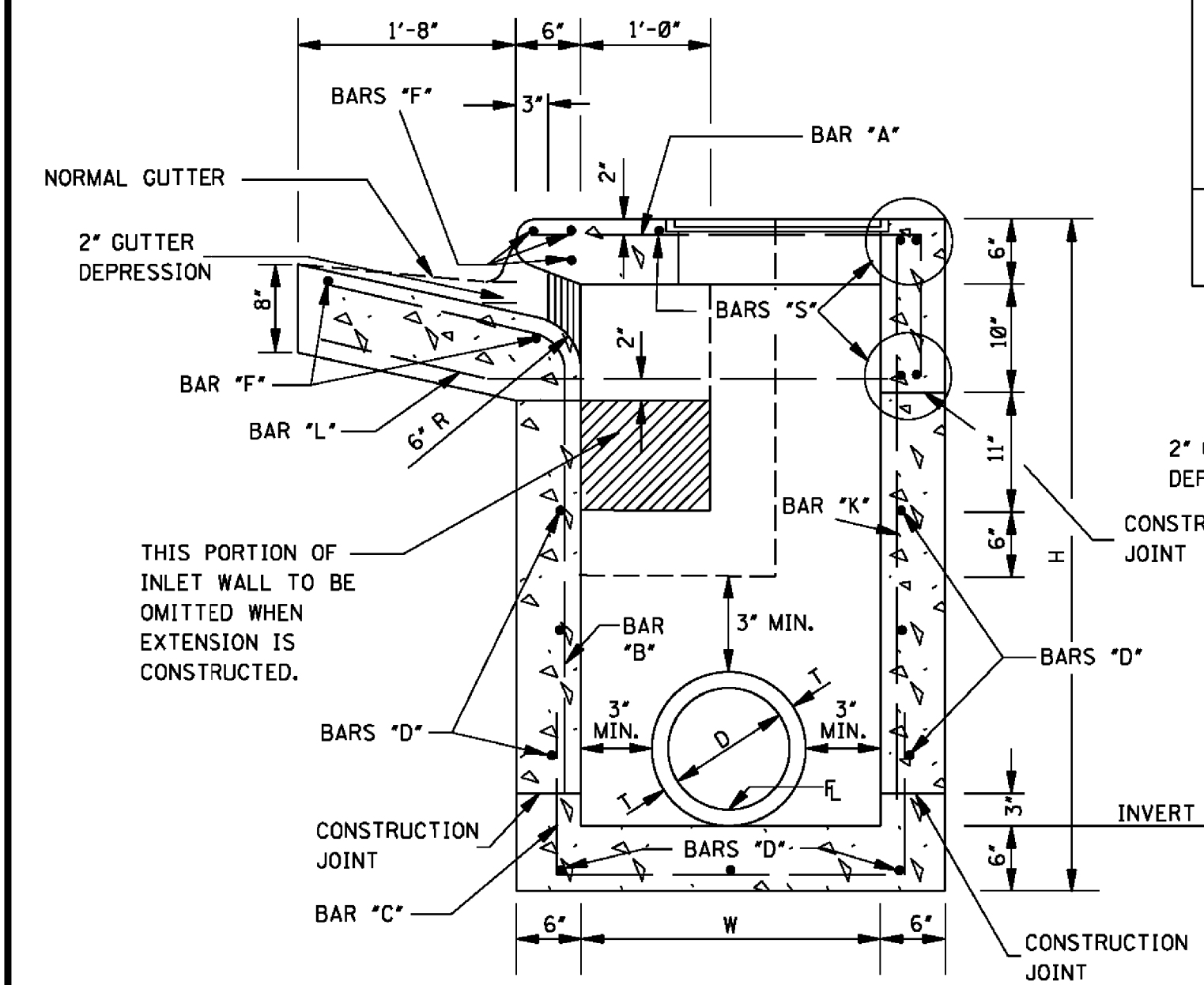
BAR "G" SCHEDULE	
BAR "G"	LENGTH
G1*	7'-10"
G2*	8'-0"
G3*	8'-2"
G4*	8'-5"
G5*	8'-8"
G6*	8'-10"



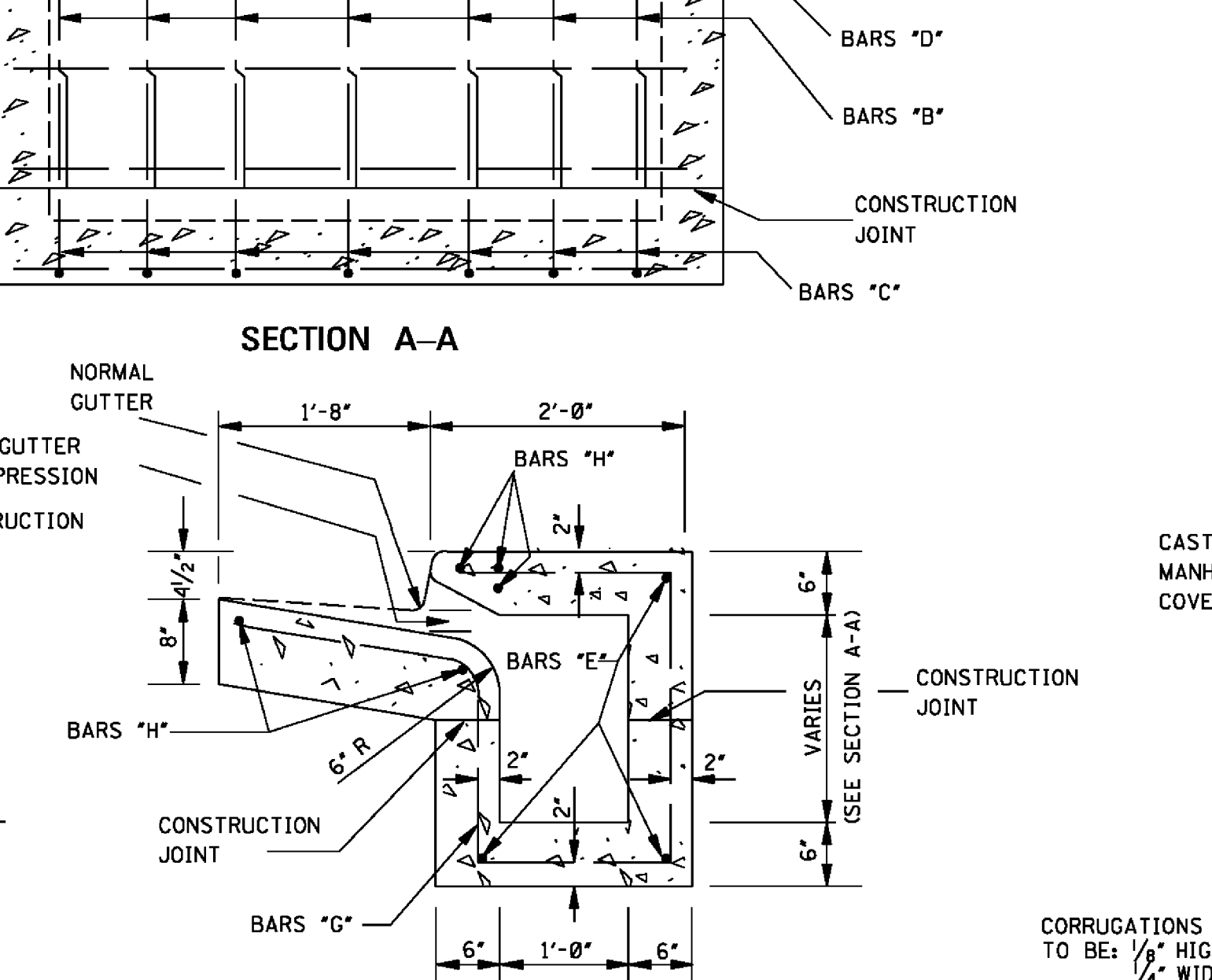
*NOTE: WING QUANTITIES ARE INCLUDED IN INLET QUANTITIES.



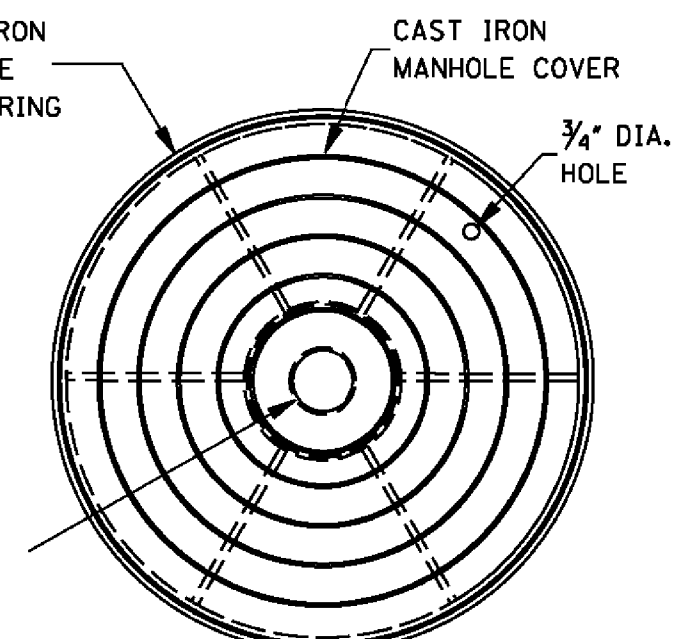
BAR DETAILS



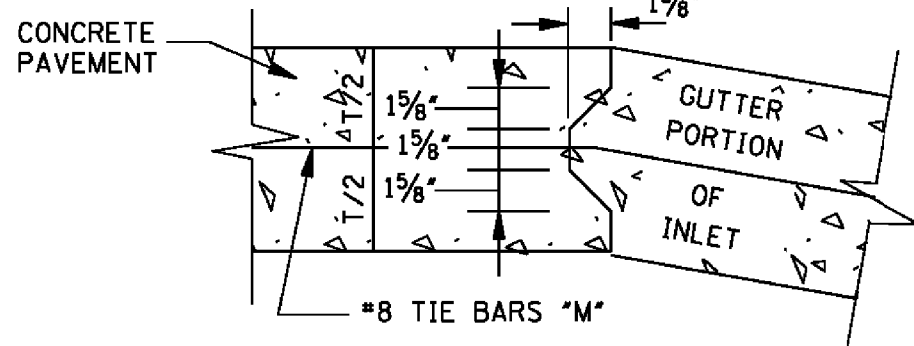
SECTION B-B



SECTION C-C

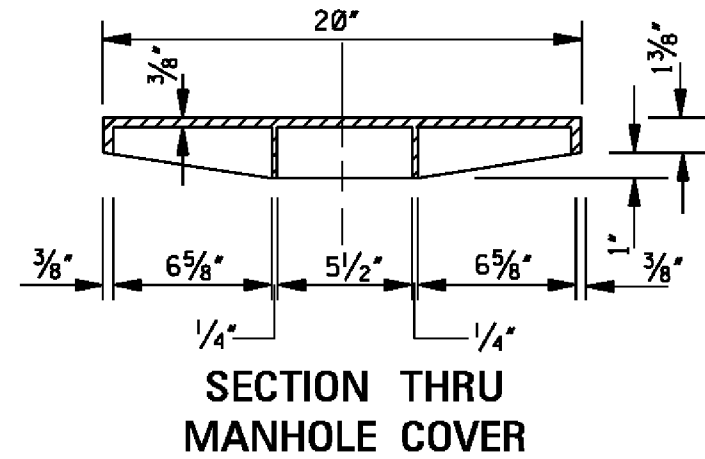


PLAN

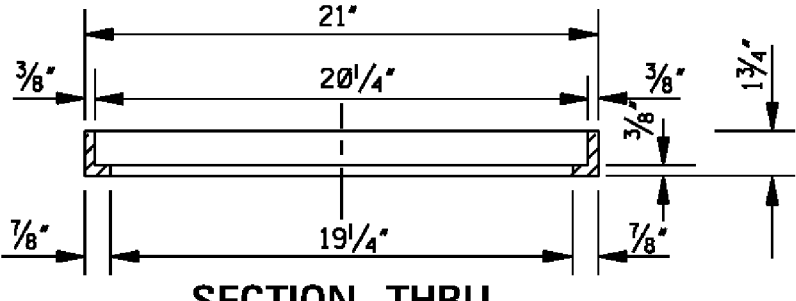


DETAIL OF KEYED CONSTRUCTION JOINTS

NOTE: FIELD BEND BARS "L" TO CENTER OF GUTTER SECTION



SECTION THRU MANHOLE COVER



SECTION THRU MANHOLE COVER RING

NOTE: WEIGHT OF RING & COVER = 79 lbs

- NOTES:
1. W AND H ARE EXPRESSED IN DECIMAL FEET.
2. W = W ROUNDED TO NEAREST WHOLE FOOT.
3. Y = 0+0.53.
4. H = (H - 2.08) ROUNDED TO NEAREST WHOLE FOOT.
5. NO DEDUCTIONS ARE MADE FOR PIPE OPENINGS IN FORMULAS.

W=2'-6"		BILL OF REINFORCING STEEL FOR 1-5'-0" INLET														* TOTAL	TOTAL
H	BAR "A" L = 4'-2" #4 @ 9"	BAR "C" L = 6'-2" #4 @ 9"	BAR "S" L = 5'-8" #4 @ 12"	BAR "D" L = 5'-8" #4 @ 12"	BAR "F" L = 9'-8" #6	BAR "J" L = 2'-3" #4	BAR "B" #4 @ 9"	BAR "K" #4 @ 9"	LGTH.	NO.	lbs	LGTH.	NO.	lbs	lbs	yd ³	CONC.
3'-6"	6 17 7 27	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	7 18	2'-7"	7 12	2'-7"	7 12	194	2.15		
4'-0"	6 17 7 27	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	7 20	3'-1"	7 14	3'-1"	7 14	202	2.15		
4'-6"	6 17 7 27	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	7 23	3'-7"	7 17	3'-7"	7 17	207	2.31		
5'-0"	6 17 7 27	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	7 25	4'-1"	7 19	4'-1"	7 19	219	2.47		
5'-6"	6 17 7 27	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	7 27	4'-7"	7 21	4'-7"	7 21	224	2.62		
6'-0"	6 17 7 27	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	7 30	5'-1"	7 24	5'-1"	7 24	238	2.78		
6'-6"	6 17 7 27	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	7 32	5'-7"	7 26	5'-7"	7 26	240	2.94		
7'-0"	6 17 7 27	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	7 34	6'-1"	7 28	6'-1"	7 28	253	3.10		
7'-6"	6 17 7 27	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	7 37	6'-7"	7 31	6'-7"	7 31	257	3.25		

W=3'-0"		BILL OF REINFORCING STEEL FOR 1-5'-0" INLET														* TOTAL	TOTAL
H	BAR "A" L = 4'-8" #4 @ 9"	BAR "C" L = 6'-8" #4 @ 9"	BAR "S" L = 5'-8" #4 @ 12"	BAR "D" L = 5'-8" #4 @ 12"	BAR "F" L = 9'-8" #6	BAR "J" L = 2'-3" #4	BAR "B" #4 @ 9"	BAR "K" #4 @ 9"	LGTH.	NO.	lbs	LGTH.	NO.	lbs	lbs	yd ³	CONC.
3'-6"	6 19 7 29	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	7 18	2'-7"	7 12	2'-7"	7 12	194	2.15		
4'-0"	6 19 7 29	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	7 20	3'-1"	7 14	3'-1"	7 14	206	2.32		
4'-6"	6 19 7 29	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	7 23	3'-7"	7 17	3'-7"	7 17	211	2.49		
5'-0"	6 19 7 29	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	7 25	4'-1"	7 19	4'-1"	7 19	223	2.65		
5'-6"	6 19 7 29	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	7 27	4'-7"	7 21	4'-7"	7 21	228	2.82		
6'-0"	6 19 7 29	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	7 30	5'-1"	7 24	5'-1"	7 24	240	2.99		
6'-6"	6 19 7 29	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	7 32	5'-7"	7 26	5'-7"	7 26	245	3.15		
7'-0"	6 19 7 29	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	7 34	6'-1"	7 28	6'-1"	7 28	257	3.32		
7'-6"	6 19 7 29	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	7 37	6'-7"	7 31	6'-7"	7 31	262	3.49		

W=3'-6"		BILL OF REINFORCING STEEL FOR 1-5'-0" INLET														* TOTAL	TOTAL
H	BAR "A" L = 5'-2" #4 @ 9"	BAR "C" L = 6'-8" #4 @ 9"	BAR "S" L = 5'-8" #4 @ 12"	BAR "D" L = 5'-8" #4 @ 12"	BAR "F" L = 9'-8" #6	BAR "J" L = 2'-3" #4	BAR "B" #4 @ 9"	BAR "K" #4 @ 9"	LGTH.	NO.	lbs	LGTH.	NO.	lbs	lbs	yd ³	CONC.
3'-6"	6 21 7 31	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	7 18	2'-7"	7 12	2'-7"	7 12	202	2.31		
4'-0"	6 21 7 31	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	7 20	3'-1"	7 14	3'-1"	7 14	214	2.49		
4'-6"	6 21 7 31	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	7 23	3'-7"	7 17	3'-7"	7 17	219	2.66		
5'-0"	6 21 7 31	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	7 25	4'-1"	7 19	4'-1"	7 19	231	2.84		
5'-6"	6 21 7 31	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	7 27	4'-7"	7 21	4'-7"	7 21	236	3.01		
6'-0"	6 21 7 31	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	7 30	5'-1"	7 24	5'-1"	7 24	248	3.19		
6'-6"	6 21 7 31	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	7 32	5'-7"	7 26	5'-7"	7 26	253	3.37		
7'-0"	6 21 7 31	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	7 34	6'-1"	7 28	6'-1"	7 28	265	3.54		
7'-6"	6 21 7 31	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	5 19 5 19	7 37	6'-7"	7 31	6'-7"	7 31	270	3.72		

* NOTE: WHERE INLET IS USED WITH CONCRETE PAVEMENT, ADD 73 lbs OF STEEL FOR BARS "M".

GENERAL NOTES:

- WHERE INLET OR INLET WITH EXTENSIONS IS USED WITH CONCRETE PAVEMENT WITH INTEGRAL CURB, THE PAVEMENT SHALL BE BLOCKED OUT TO THE DIMENSIONS AS SHOWN FOR THE GUTTER PORTION OF THE INLET OR INLET WITH EXTENSIONS. THE PORTION BLOCKED OUT SHALL BE PLACED INTEGRAL WITH THE TOP OF THE INLET OR INLET WITH EXTENSIONS. #8 DEFORMED BARS 30" LONG SHALL BE PLACED ON 18" CENTERS AT THE CENTER OF THE PAVEMENT. THESE BARS SHALL EXTEND INTO THE GUTTER PORTION OF THE INLET OR INLET WITH EXTENSIONS 15". THE CONSTRUCTION JOINT BETWEEN THE CONCRETE PAVEMENT AND THE INLET OR INLET WITH EXTENSIONS SHALL BE A KEYED JOINT AS SHOWN. A SMOOTH CONSTRUCTION JOINT WILL NOT BE PERMITTED. QUANTITIES FOR BLOCKED OUT AREA OF PAVEMENT SHALL BE INCLUDED IN QUANTITIES FOR INLET OR INLET WITH EXTENSIONS.
- THE QUANTITIES SHOWN, MINUS VOLUMETRIC DISPLACEMENT OF CONCRETE BY PIPE CULVERTS THROUGH INLET WALLS, WILL BE USED AS THE BASIS OF FINAL PAYMENT UNLESS THIS PLAN IS MODIFIED.
- FOR CONVENIENCE, DEPTHS OF INLETS SHOWN IN ABOVE TABLE ARE INCREMENTS OF 6". BUT ANY DEPTHS OTHER THAN THESE SHOWN MAY BE USED WHEREVER DEEMED NECESSARY. QUANTITIES FOR OTHER DEPTHS, FALLING WITHIN THE LIMITS OF THE TABLE, MAY BE FOUND BY INTERPOLATION.
- FIELD CUT AND BEND BARS AS NECESSARY TO ACCOMMODATE STORM SEWER. NO DEDUCTIONS ARE TO BE MADE IN STEEL QUANTITIES.
- WHERE INLET IS BEING USED ADJACENT TO SIDEWALK, REFER TO OTHER SHEETS FOR TOP DETAIL.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

**STORM SEWER INLET
TYPE SS-2**

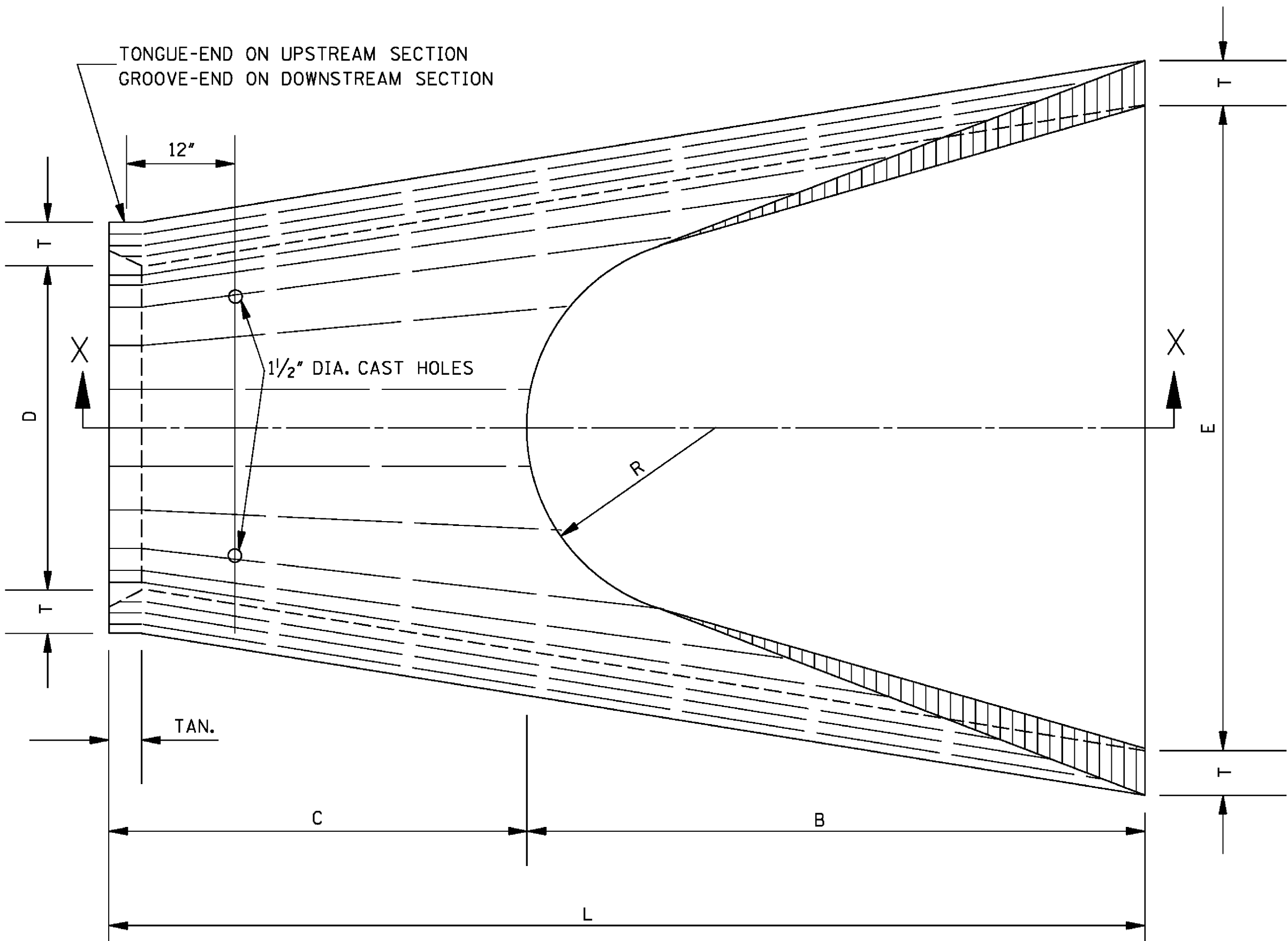


WORKING NUMBER
SS-2
SHEET NUMBER
6524

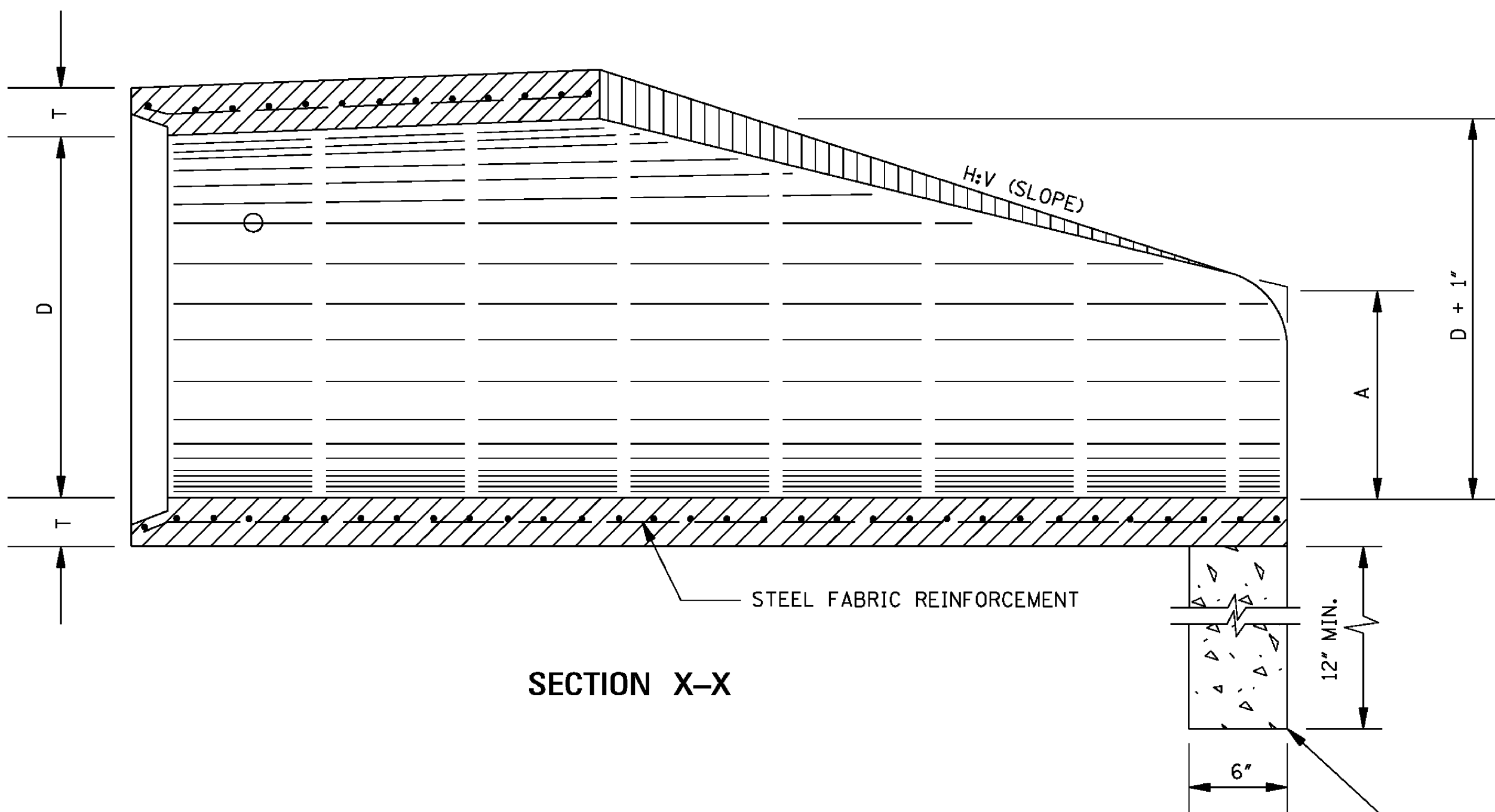
ISSUE DATE: AUGUST 01, 2017

BELL AND SPIGOT END OPTION

NOTE: BELL-END ON DOWNSTREAM SECTION
SPIGOT-END ON UPSTREAM SECTION.



PLAN OF DOWNSTREAM END



SECTION X-X

TOE WALL REQUIRED ON ALL FLARED END SECTIONS. TO BE PAID FOR AS CLASS "B" STRUCTURAL CONCRETE - MINOR STRUCTURES.

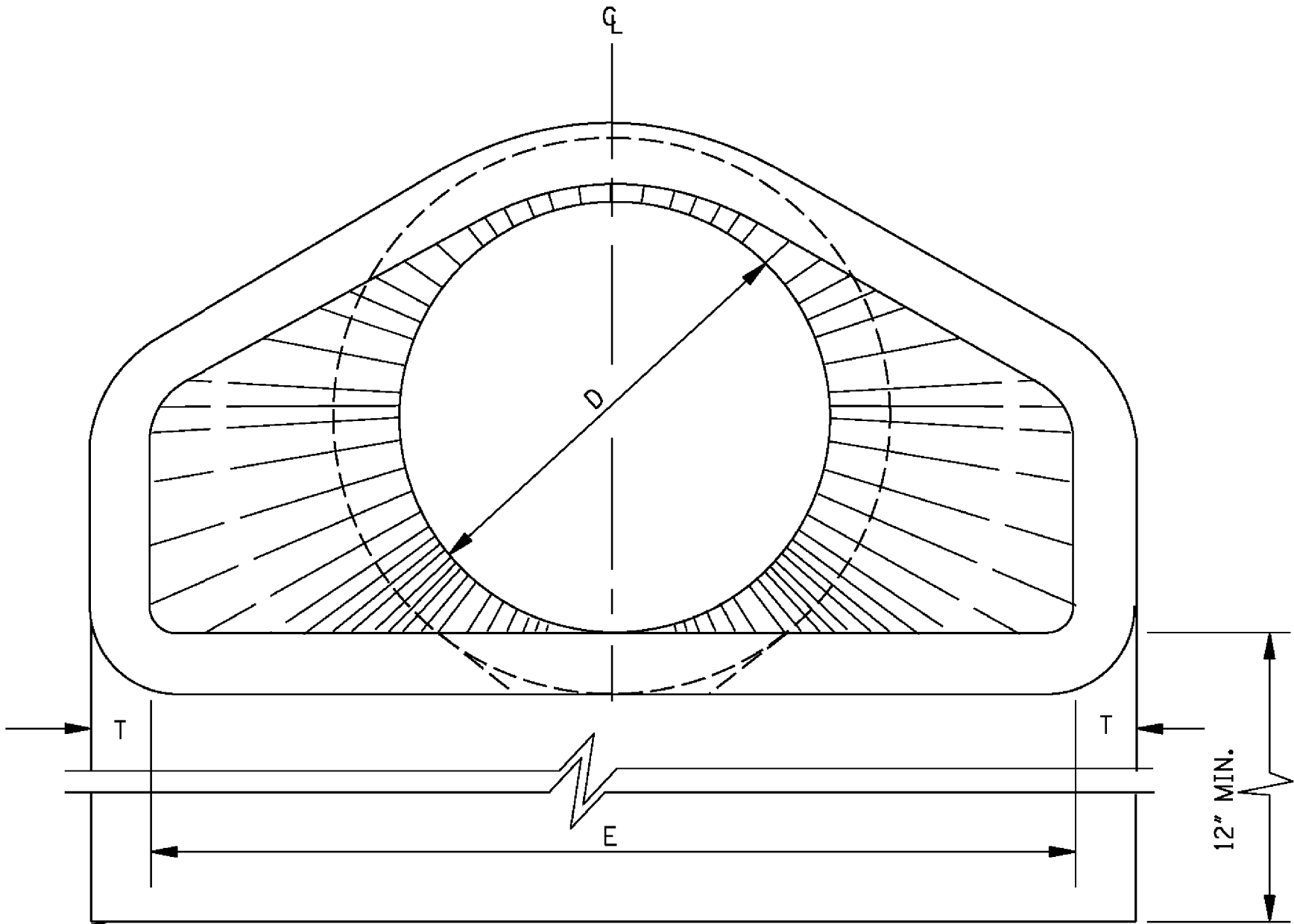
TABLE OF DIMENSIONS							
D	T	H:V	A	B	C	E	L
15"	2/4"	3:1	6"	2'-3"	4'-1"	2'-8"	6'-1"
18"	2/2"	3:1	9"	2'-3"	3'-10"	3'-0"	6'-1"
24"	3"	3:1	10"	3'-8"	2'-6"	4'-0"	6'-2"
30"	3/2"	3:1	1'-0"	4'-6"	1'-8"	5'-0"	6'-2"
36"	4"	3:1	1'-3"	5'-3"	2'-11"	6'-0"	8'-2"
42"	4/2"	3:1	1'-9"	5'-3"	2'-11"	6'-6"	8'-2"
48"	5"	3:1	2'-0"	6'-0"	2'-2"	7'-0"	8'-2"
54"	5/2"	3:1	2'-4"	6'-6"	1'-10"	7'-6"	8'-4"
* 60"	6"	3:1	2'-10"	6'-6"	1'-10"	8'-0"	8'-4"
* 66"	6/2"	3:1	3'-4"	6'-6"	1'-10"	8'-6"	8'-4"
* 72"	7"	3:1	3'-10"	6'-6"	1'-10"	9'-0"	8'-4"

* NOTE: SEE GENERAL NOTE 2.

TOE WALL CONC. QUANTITY (yd ³)
0.056
0.063
0.083
0.102
0.123
0.134
0.145
0.156
0.167
0.177
0.188

GENERAL NOTES:

- REINFORCEMENT SHALL CONFORM TO THE REQUIREMENTS OF REINFORCED CONCRETE PIPE OF LIKE DIAMETER PER AASHTO M 170, TABLE 2, WALL B.
- 2 - 1/2" DIA. CAST HOLES REQUIRED AS SHOWN TO ACCOMMODATE 2 - 1" DIA. TIE BOLTS, USED IN TIEING SECTION TO PIPE CULVERT.
- LENGTH (L) OF A BELL-END OPTION MAY VARY BY A NOMINAL EXTENSION ON THE BELL END.
- FLARED END SECTIONS SHOULD BE REGARDED AS OBSTACLES UNDER THE BELOW CONDITIONS AND AS SUCH SHOULD BE LOCATED OUTSIDE OF THE CLEAR ZONE:
 - CROSS DRAINS WITH SINGLE ROUND PIPES OF DIAMETER GREATER THAN 36" OR EQUIVALENT FOR ARCH PIPES.
 - CROSS DRAINS WITH MULTIPLE ROUND PIPES OF DIAMETER GREATER THAN 30" OR EQUIVALENT FOR ARCH PIPES.
 - PARALLEL SIDE DRAINS WITH SINGLE ROUND PIPES OF DIAMETER GREATER THAN 24" OR EQUIVALENT FOR ARCH PIPES.
- ALL SIZES OF FLARED END SECTIONS FOR CIRCULAR CONCRETE PIPE MAY BE FURNISHED WITH EITHER BELL AND SPIGOT OR TONGUE AND GROOVE ENDS.



END ELEVATION

MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
FLARED END SECTION FOR CONCRETE PIPE	
WORKING NUMBER FE-1	
SHEET NUMBER 6530	
ISSUE DATE: AUGUST 01, 2017	



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, November 17, 2020

Re: Approve Specifications and Authorize publication for one or more Single Axle Knuckleboom (s) for the Public Works Department.
File Number: 2020-838
Minute Book #

Summary

Approve Specifications and Authorize publication for one or more Single Axle Knuckleboom (s) for the Public Works Department.

Recommendation Statement

Please place this on the November 17, 2020 City Council meeting for consideration.

CITY OF HATTIESBURG

SINGLE AXLE KNUCKLEBOOM

**BIDDER SHALL COMPLETE BY CHECKING THE FOLLOWING.
IF NOT COMPLIANT, STATE SPECIFICALLY ITEM BEING OFFERED.**

The following are the suggested minimum specifications for one or more (1) new 2021 model knuckle boom loader(s). All bids must be equal in performance and quality pursuant to the bid specifications below, which are not intended to exclude any manufacturer's standard deviation. Any reference to manufacture's make or series of equipment stated in the following specifications is intended only to establish an acceptable standard and is not intended to limit the bidding. The City of Hattiesburg is acting under the authority of Section 31-7-13, Miss. Code of 1972 Amended, and reserves the right to reject any and all bids.

	<u>YES</u>	<u>NO</u>	<u>OFFERED</u>
ENGINE & EQUIPMENT			
New & Unused 2021	☐	☐	_____
Cab to axle 186; must be verified by body provider	☐	☐	_____
300 HP or greater	☐	☐	_____
660 lb./ft Torque or greater	☐	☐	_____
Oil cooler	☐	☐	_____
Aluminum flywheel housing	☐	☐	_____
Air Compressor 18.7 CFM or greater	☐	☐	_____
Dry-type firewall mounted air cleaner with filter restriction indicator	☐	☐	_____
2-Speed fan hub	☐	☐	_____
1000 sq./in Cooling module or greater	☐	☐	_____
Radiator bug screen on back side of hood grill	☐	☐	_____
Single Horizontal under rail tailpipe, RH with DPF/SCR right side under cab	☐	☐	_____
Curved tailpipe	☐	☐	_____
Fleet guard filter/water separator	☐	☐	_____
Engine block heater (120-volt minimum)	☐	☐	_____
160 AMP Alternator	☐	☐	_____
Three (3) batteries – 2100-2190 CCA dual purpose	☐	☐	_____
12-Volt light system with circuit protection	☐	☐	_____
12-Volt Starter	☐	☐	_____
Battery disconnect switch	☐	☐	_____

Body builder harness to end of frame

☐ ☐ _____

TRANSMISSION & EQUIPMENT

Allison 3500 RDS 6-speed automatic transmission

☐ ☐ _____

Heat exchanger

☐ ☐ _____

Oil level sensor

☐ ☐ _____

Transmission PTO Rear Support Spring(s)

☐ ☐ _____

3 Standard duty drivelines, 2 centerbearing

☐ ☐ _____

Torque converter

☐ ☐ _____

Park brake auto neutral

☐ ☐ _____

FRONT AXLE & EQUIPMENT

12k or greater front axle, Dana Spicer or equal Meritor Brand

☐ ☐ _____

14,600 lb. Air brake package

☐ ☐ _____

16 ½" x 5" Cast drum brakes

☐ ☐ _____

Aluminum 10-bolt hub pilot LMS hubs with hub caps

☐ ☐ _____

Front oil seals

☐ ☐ _____

Front slack adjusters

☐ ☐ _____

12k or greater Taperleaf front springs

☐ ☐ _____

Front shock absorbers

☐ ☐ _____

Single gear power steering

☐ ☐ _____

REAR AXLE & EQUIPMENT

21,000 lb. Rear axle, Dana Spicer or Meritor equivalent

☐ ☐ _____

Rear axle ratio: 5.57 or performance ratio

☐ ☐ _____

26,000 lb. Air brake package

☐ ☐ _____

16 ½" x 7" Cast drum brakes

☐ ☐ _____

Iron 10-bolt hub pilot hubs

☐ ☐ _____

Rear slack adjusters

☐ ☐ _____

Rear oil seals

☐ ☐ _____

Single spring brake 3030

☐ ☐ _____

Bendix 4S/4M Anti-lock brake system

☐ ☐ _____

21,000 lb. taperleaf suspension, REYCO 79KB or equivalent

☐ ☐ _____

TIRES & WHEELS

Front tires: Two (2) 11R22.5 16-Ply

☐ ☐ _____

Rear tires: Four (4) 11R22.5 14-Ply

☐ ☐ _____

YES NO OFFERED

Front wheels: Two (2) 22.5x8.25 Heavy duty, 5 hand-hole hub pilot mount, powder coat ☐ ☐ _____

Rear wheels: Four (4) 22.5x8.25 5 hand-hole hub pilot mounted, powder coat ☐ ☐ _____

FRAME & EQUIPMENT

10 5/8" x 3 1/2" x 5/16" Steel frame ☐ ☐ _____

1,776,000 RBM or greater ☐ ☐ _____

120,000 PSI Yield steel ☐ ☐ _____

Section modulus: 14.8 in³ ☐ ☐ _____

Aerodynamic bumper, painted ☐ ☐ _____

Two removable front tow hooks ☐ ☐ _____

Battery box: steel parallel under w/aluminum cover w/step & alum. Step brackets; LH mount ☐ ☐ _____

Non-polished DPF/SCR cover with cab access step assembly, RH under ☐ ☐ _____

FUEL TANK(S) & EQUIPMENT

56 Gallon fuel tank or greater ☐ ☐ _____

11 Gallon DEF tank or greater ☐ ☐ _____

CAB & EQUIPMENT

Aluminum or Steel Cab with rust preventative procedures for durability purposes ☐ ☐ _____

Aluminum bulkhead doors for Aluminum Cabs or Steel doors for durability purposes ☐ ☐ _____

Single electric horn ☐ ☐ _____

Heater with integral defroster and A/C ☐ ☐ _____

Adjustable telescoping tilt steering column ☐ ☐ _____

Dash mounted air filter restriction gauge ☐ ☐ _____

Transmission oil temperature gauge ☐ ☐ _____

Speedometer ☐ ☐ _____

Tachometer ☐ ☐ _____

Fuel gauge ☐ ☐ _____

Engine coolant temperature gauge ☐ ☐ _____

Engine oil pressure gauge ☐ ☐ _____

Voltmeter ☐ ☐ _____

Engine hour meter ☐ ☐ _____

Primary and secondary air restriction gauges ☐ ☐ _____

DEF fluid level gauge ☐ ☐ _____

Air driver seat ☐ ☐ _____

YES NO OFFERED

2 man bench seat	☐	☐	_____
AM/FM/WB/USB/BT Radio	☐	☐	_____
Cab access grab handles, LH & RH	☐	☐	_____
Daylight doors with RH peeper window	☐	☐	_____
Air horn; LH top of room mount	☐	☐	_____
Heated mirrors	☐	☐	_____
Electric LH and electric RH door window	☐	☐	_____
Stainless steel exterior sun visor	☐	☐	_____
Roof mounted marker lights	☐	☐	_____
Fender mounted turn signal lights	☐	☐	_____
Circuit breakers replacing all but 5-amp fuses	☐	☐	_____
Bendix AD-IS air dryer, heated; mounted LH rail back of cab	☐	☐	_____
Moisture drain valve with pull cable drain	☐	☐	_____
PAINT			
Color: white	☐	☐	_____

Additional Requirements:

Warranty:

5 -Year 100,000 miles Engine warranty

5 -Year 100,000-mile aftertreatment warranty

5- year extended Allison Transmission warranty

5-Year 100,000-mile Base vehicle warranty to cover major components of the vehicle

Delivery will be a consideration factor to establish the lowest and best bid pursuant to Mississippi Code 31-7-13 Section D.

State your Delivery_____

BID SPECIFICATIONS FOR:

KNUCKLE BOOM LOADER AND TRASH BODY

THE UNIT WILL BE USED IN COLLECTION AND LOADING OF BULK TRASH, LIMBS, LEAVES, BUILDING MATERIALS, AND WHITE GOODS, OR OTHER MATERIALS OF THAT NATURE. UNIT MUST BE MANUFACTURED in an ISO 9000:2000 certified facility. All bidders must fill in all

information. If meeting or EXCEEDING SPECIFICATIONS PUT **YES**, AND IF EXCEPTIONS ARE TAKEN PUT **NO**. ANY EXCEPTIONS MUST BE EXPLAINED IN WRITING. ALL PROPOSALS INCLUDE DELIVERY, TRAINING OF OPERATORS AND SERVICE PERSONNEL.

LOADER SPECIFICATIONS	VENDOR'S RESPONSE, Y/N-EXCEPTIONS
1.0 BOOM: 1.1 Boom length to be 16ft. with 4ft. telescoping section to 20ft. 1.2 Minimum lift capacity to be 3,300 Lbs. @ 20ft. including grapple. 1.3 Boom Pedestal to be constructed of High Strength Steel, providing a 3:1 safety factor. 1.4 All hydraulic hoses located at the operator position (Boom Pedestal) must be enclosed in the pedestal base. Access provided by an easily removable steel cover. 1.5 Boom Pivot shall be mounted to the pedestal by means of a slewing ring\bearing that has a minimum capacity of 513,000 lbs. static load and 186,000 Ft-Lbs. moment. Slewing ring shall be 3 ½" thick and have an O.D. of 25 ¾". Boom pivot shall be constructed with a 9" O.D. safety retaining tube. The Boom Pivot Safety Retaining Tube shall be a minimum of 12" long and confine all hoses which pass through the Pedestal/Boom Pivot Assembly. 1.6 Boom rotation of 270 degrees minimum with mechanical stops for safety. Stops must be welded into machined recesses to ensure non-movement. Pedestal stop must have a minimum of three (3) square inches and have a nylon contact with pivot stops and a minimum width of five (5) inches.	

1.7 Boom rotation shall be accomplished by a direct hydraulic swing drive through a slewing (bearing) ring & planetary gearbox capable of producing 250,000 inch-pounds torque.

1.8 Entire Boom Assembly shall be designed with a tensile strength to provide a safety factor of 3 to 1 at the rated load capacity.

1.9 Main Boom shall be constructed of (2) 4"x 8" High Strength Steel Tubing.

1.10 Tip Boom shall be constructed from a 5" x 7" High Strength Steel Tube.

1.11 Tip Boom shall have a 4' telescopic extension tip section constructed from 4"x 6" High Strength Steel Tube.

1.12 Main Boom shall be equipped with mechanical stops to prohibit hydraulic cylinders from bottoming out. Extend boom stops must be easily accessible and removable for service.

1.13 Boom pedestal to be mounted directly to the chassis frame rails. Mounting must include inside frame rail supports at the mounting points.

1.14 The entire boom must be serviceable down to the component level, e.g., every hydraulic hose, fluid tubes, bracket, pin, etc. Having to replace subassemblies in order to repair a component will not be acceptable.

1.15 Telescopic tip extension shall be equipped with replaceable nylon bearings on all 3 sides with roller on bottom. Bearings must be easily accessible for replacement and have "auto-hose-slack" take-up.

1.16 All boom connections requiring pins shall be equipped with replaceable bushings and heat-treated pins.

1.17 All operating functions shall be hydraulically controlled from the operator station located both on the left and right hand side of the loader.

1.18 Two stage tandem pump allows for multiple function control of the loader.

1.19 Operator controls shall be controlled by means of hydraulic joysticks located on both sides of the loader (two per side, three functions per joy stick).

1.20 A safety feature shall be provided to allow only one side of controls to function at a time. Joy sticks shall function only from one side at a time.

1.21 Joy sticks shall not require any lubrication thereby eliminating any frequent maintenance.

1.22 Outriggers controlled by individual levers located conveniently in the center of the operator's platform.

1.23 Body dumping is controlled by a single lever at the center of the operator's platform separate from any other control. Proper enclosures shall

be provided to protect operator from hydraulic fluid and components. All controls shall be clearly identified as to function.

1.24 Main Boom and Tip Boom cylinders must incorporate integral holding valves. Externally mounted holding valves are not acceptable.

2.0 Trash Grapple\Bucket:

2.1 Bucket shall have a 360 degree continuous rotating grapple with a replaceable hydraulic swivel. Swivel shall not be welded or be an integral part of the grapple.

2.2 Bucket is to be opened and closed by (2) hydraulic cylinders with a closing force\”bite” of 3,600 lbs.

2.3 Bucket is to be 4’ long and capable of opening to 60 inches from lip to lip.

2.4 Bucket shall be fabricated with a Bolt- on replaceable H.S.H.C. steel cutting edge.

2.5 Bucket cylinders and hoses shall be enclosed by a removable steel cover.

3.0 Hydraulics:

3.1 Reservoir shall be a minimum of 45 gallons. It shall have a dual level/oil temperature gauge on side of tank. An in-tank suction strainer is included.

3.2 Filter shall be a 10-micron, return line replaceable filter mounted on outside of reservoir.

3.3 Cut-off valves are to be provided for both pressure and suction.

3.4 Main boom, tip boom and outrigger hydraulic cylinders shall contain pilot operated check valves as an integral part of each cylinder to prevent boom movement in the event of hydraulic hose failure. Bolt on pilot operated check valves will not be permissible.

3.5 All hoses shall be rated at 4,000-psi working pressure.

3.6 Port tubing through the main boom shall be zinc plated steel tube.

3.7 Control valves shall have a 20 GPM rating.

3.8 Successful bidder must provide a computer printout at time of delivery showing particle testing of the hydraulic oil done just prior to the unit being shipped in order to illustrate cleanliness of Hydraulic System.

4.0 Power Source:

4.1 Unit to be mounted on any chassis that meets the manufactures recommended specification with a heavy – duty clutch style (Hot Shift) PTO and a heavy – duty bi-rotational Tandem hydraulic pump.

5.0 Throttle Control:

5.1 Unit to have an electric operated throttle control to maintain proper engine speed when loader is operated under load. Switch for throttle control

to be mounted on operator's platform for operator's convenience. 5.2 Throttle speed-up shall operate only when the transmission in the neutral position.	
6.0 Outriggers: 6.1 Outriggers shall be extendable to a distance that will resist loads of 85% of the tipping moment under maximum rated load. 6.2 The outriggers are to be equipped with smooth pads to cause minimum damage to contacted surface. 6.3 Outriggers shall telescope horizontally in and out; and vertically up and down and operate independently by means of individual mechanical linkage controls. Controls must be located a distinctive distance from the main boom controls. 6.4 Outrigger cylinders for stabilizing loader shall be mounted inside telescoping legs. 6.5 Outriggers shall retract to within the maximum highway width and will extend to a maximum width to resist the design load moment. 6.6 Outrigger Cylinders shall contain holding valves on extend and retract functions to prevent outrigger leak down.	

7.0 Trash Body:

7.1 24 cubic yard capacity.

7.2 18 foot body length.

7.3 Body shall be mounted with a minimum space of 60 inches between the cab and the front of the body.

7.4 Body floor shall be made of ¼" sheet steel. Sides are formed to create the lower side bumper channel structure of the body.

7.5 Body walls to be constructed with 10 gauge sheet steel. Wall stiffeners to be a minimum of 11gauge formed channels placed on approximately 24-inch centers.

7.6 Body walls shall have a top rail made of 3"x 4"x ¼" rectangle tubing.

7.7 Wall stiffeners will be welded to top rail and stiffeners will be welded to the wall sheet.

7.8 Front body wall to be 42 inches high with side body walls transitioning from 42 inches high to 60 inches high 8ft. from the body front.

7.9 Body full length main structural channel sills to be 8 inch @ 11.5 lbs. per ft. Cross sills to be 4 inch @ 5.4 lbs. per ft structural channel. Cross sills to be placed on 12-inch centers.

7.10 Body shall have (2) equal width barn type rear doors 60 inches high to swing completely around to each side wall with provisions to positively latch open for dumping.

7.11 Each door shall be hinged with (2) 1 inch hinge pins. Hinges must be welded to body and door and must contain easily accessible grease fittings. Door latch will secure both doors at the top and bottom.

7.12 Rear doors shall be fabricated from 10-gauge steel with a circumferential frame of 4-inch structural channel.

8.0 Body Hoist:

8.1 The hoist system shall be two 5" bore, two stage telescopic hydraulic cylinders rated @ 2,500 PSI working pressure mounted to provide a 45 degree dump angle. Left and right hoist cylinders must be mounted outboard of the chassis frame.

8.2 Body shall have two (2) body safety props installed one on each side of the chassis frame rails.

9.0 Lights and Reflectors:

9.1 Shall conform to current state and federal standards.

9.2 Oval, amber LED strobes in rear corner posts of body with alternating flash pattern.

9.3 Reflective Safety Tape shall be on both sides and on the rear of body.

10.0 Paint:

10.1 Body exterior shall receive (1) coat of high-grade primer and (2) coats of high-grade standard black enamel paint.

10.2 Body interior shall receive (1) coat of high-grade primer.

10.3 Loader shall receive one (1) coat of High-grade primer and two (2) coats of high grade enamel paint (Manufacturer Standard Color(s). 11.0 Safety Rear Bumper: 11.1 Body shall have a rear safety bumper. Bumper to meet U.S. Department of Transportation Federal Motor Carrier Safety Administration, part 571.233 for rear impact guards and part 571.224 for rear impact protection.	
12.0 Warranty: 12.1 Bidder must provide all warranties required below. Failure to provide such warranties may result in your bid being deemed non-responsive. 12.2 Entire unit to have a 1 year parts and labor warranty 12.3 3 year warranty on gear box, slewing ring. 12.4 3 year structural warranty. 12.5 All Warranty Work shall be done on Customer's site (On-site Warranty repair). Customer shall not be responsible for transportation of unit for warranty work.	
13.0 OTHER REQUIREMENTS 13.1 A 18" DEEP X 18" WIDE X 48" LOCKING HEAVY DUTY TRUCK BOX SHALL BE FRAME MOUNTED ON THE RIGHT SIDE OF CAB BEHIND OPERATOR PLATFORM.	

YES NO OFFERED

13.2 TWO (2) SETS OF RAKE/SHOVEL LOOPS SHALL BE MOUNTED ON THE FRONT WALL OF THE BODY.	
---	--

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive bids in the following manner:

Proposals will be accepted until 10:00a.m. On Thursday, December 17, 2020, by electronic bid submission or in sealed envelopes at the Office of the City Clerk, 200 Forrest Street, Hattiesburg, MS 39401. Vendors must supply prices with their proposal. The bid form should be filled out and uploaded by the date and time stated above.

Specifications and procedures can be downloaded from Central Bidding at www.centralbidding.com. All bids must comply with the specifications provided. The City of Hattiesburg reserves the right to amend the specifications, as necessary.

Submissions will be evaluated and vendors submitting acceptable offers will be invited to submit priced bids via reverse auction. Electronic bids and/or reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic process, please call Central Bidding at (225)810-4814.

Qualified bidders will be invited to participate in a reverse auction, which will take place on December 23, 2020, at 10:30a.m.

SINGLE AXLE KNUCKLEBOOM.

The above shall bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 17th day of November, 2020.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton/s/
CITY CLERK

Publish 11-25-20 & 12-3-20



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, November 17, 2020

Re: Approve Specifications and Authorize publication of advertisement for one or more Small Tandem Dump Truck(s) for the Public Works Department.
File Number: 2020-839
Minute Book #

Summary

Approve Specifications and Authorize publication of advertisement for one or more Small Tandem Dump Truck(s) for the Public Works Department.

Recommendation Statement

Please place this on the November 17, 2020 City Council meeting for consideration.

CITY OF HATTIESBURG

SMALL TANDEM DUMP TRUCKS

**BIDDER SHALL COMPLETE BY CHECKING THE FOLLOWING.
IF NOT COMPLIANT, STATE SPECIFICALLY ITEM BEING OFFERED.**

The City of Hattiesburg intends to use the Reverse Auction process to purchase one (1) or more Tandem Axle 56,000 GVW Dump Truck(s). The following are the suggested minimum specifications for one or more 2021 model or newer Tandem Axle Dump Truck(s). All bids must be equal in performance and quality pursuant to the bid specifications below, which are not intended to exclude any manufacturer's standard deviation. Any reference to manufacture's make or series of equipment stated in the following specifications is intended only to establish an acceptable standard and is not intended to limit the bidding. The City of Hattiesburg is acting under the authority of Section 31-7-13, Miss. Code of 1972 Amended, and reserves the right to reject any and all bids.

	<u>YES</u>	<u>NO</u>	<u>OFFERED</u>
ENGINE & EQUIPMENT			
New & Unused 2021 or Newer	☐	☐	_____
Conventional Cab	☐	☐	_____
ENGINE & EQUIPMENT			
350 HP Engine or greater with turbo exhaust brake	☐	☐	_____
1000 lb/ft Torque or greater	☐	☐	_____
Oil cooler	☐	☐	_____
Aluminum flywheel housing	☐	☐	_____
18.7 air compressors or greater	☐	☐	_____
Dry-type firewall mounted air cleaner with filter restriction indicator	☐	☐	_____
2-Speed fan hub	☐	☐	_____
1000 sq/in Cooling module or greater	☐	☐	_____
Radiator bug screen on back side of hood grill	☐	☐	_____
Single vertical SOC tailpipe, RH with DPF/SCR right side under cab	☐	☐	_____
2 spare switches wired to power	☐	☐	_____
Fleetguard filter/water separator	☐	☐	_____
Engine block heater (120 volt minimum)	☐	☐	_____
160 AMP Alternator	☐	☐	_____
Three (3) batteries – 2100-2190 CCA dual purpose	☐	☐	_____

YES NO OFFERED

12-Volt light system with circuit protection

☐ ☐ _____

12-Volt Starter

☐ ☐ _____

2 Battery disconnect switch

☐ ☐ _____

Body builder harness to end of frame

☐ ☐ _____

TRANSMISSION & EQUIPMENT

Allison 3000RDS series 6-speed automatic transmission

☐ ☐ _____

Heat exchanger

☐ ☐ _____

Oil level sensor

☐ ☐ _____

Transmission PTO Rear Support Spring(s)

☐ ☐ _____

3 Standard duty drivelines, 2 centerbearing

☐ ☐ _____

Torque converter

☐ ☐ _____

Park brake auto neutral

☐ ☐ _____

FRONT AXLE & EQUIPMENT

16k or greater front axle, Dana Spicer E-10021L or equal Meritor Brand

☐ ☐ _____

16k Air brake package or greater

☐ ☐ _____

16 ½" x 5" Cast drum brakes

☐ ☐ _____

Aluminum 10-bolt hub pilot LMS hubs with hub caps

☐ ☐ _____

Front oil seals

☐ ☐ _____

Front slack adjusters

☐ ☐ _____

16k. or greater Taperleaf front springs

☐ ☐ _____

Front shock absorbers

☐ ☐ _____

Single gear power steering

☐ ☐ _____

REAR AXLE & EQUIPMENT

40,000 lb. Rear axle, or greater

☐ ☐ _____

Rear axle ratio: 5.57

☐ ☐ _____

16 ½" x 7" Cast drum brakes

☐ ☐ _____

Iron 10-bolt hub pilot hubs

☐ ☐ _____

Rear slack adjusters

☐ ☐ _____

Rear oil seals

☐ ☐ _____

Single spring brake 3030

☐ ☐ _____

Bendix 4S/4M Anti-lock brake system

☐ ☐ _____

40k. Chalmers suspension no exceptions

☐ ☐ _____

TIRES & WHEELS

YES NO OFFERED

Front tires: 315/80R22.5 20PR

☐ ☐ _____

Rear tires: 11R22.5 20PR

☐ ☐ _____

Front wheels: Alum Wheels

☐ ☐ _____

Rear wheels: Alum wheels

☐ ☐ _____

FRAME & EQUIPMENT

10 3/4" x 3/8" Steel frame

☐ ☐ _____

2,132,000RBM or greater

☐ ☐ _____

120,000 PSI Yield steel

☐ ☐ _____

Section modulus: 17.80 in³

☐ ☐ _____

Aerodynamic bumper, painted

☐ ☐ _____

Two removable front tow hooks

☐ ☐ _____

FUEL TANK(S) & EQUIPMENT

75 Gallon minimum or greater aluminum fuel tank

☐ ☐ _____

Minimum of 10 Gallon DEF tank; LH mount

☐ ☐ _____

CAB & EQUIPMENT

Aluminum or equivalent in Steel Cab

☐ ☐ _____

Aluminum Bulkhead doors or steel equivalent

☐ ☐ _____

Heater with integral defroster and A/C

☐ ☐ _____

Adjustable telescoping tilt steering column (no exceptions)

☐ ☐ _____

Dash mounted air filter restriction gauge

☐ ☐ _____

Transmission oil temperature gauge

☐ ☐ _____

Tachometer

☐ ☐ _____

Fuel gauge

☐ ☐ _____

Engine coolant temperature gauge

☐ ☐ _____

Engine oil pressure gauge

☐ ☐ _____

Voltmeter

☐ ☐ _____

Engine hour meter

☐ ☐ _____

Primary and secondary air restriction gauges

☐ ☐ _____

DEF fluid level gauge

☐ ☐ _____

Air driver seat

☐ ☐ _____

passenger seat

☐ ☐ _____

AM/FM/WB/USB/BT Radio Must have Bluetooth

☐ ☐ _____

Cab access grab handles, LH & RH

☐ ☐ _____

YES NO OFFERED

Air horn; LH top of room mount

☐ ☐ _____

Heated mirrors

☐ ☐ _____

Manual LH and electric RH door window

☐ ☐ _____

Dual halogen headlights

☐ ☐ _____

Exterior Stainless steel sunvisor

☐ ☐ _____

Fender mounted turn signal lights

☐ ☐ _____

Circuit breakers replacing all but 5-amp fuses

☐ ☐ _____

Bendix AD-IS air dryer, heated; mounted LH rail back of cab

☐ ☐ _____

Moisture drain valve with pull cable drain

☐ ☐ _____

PAINT

Color: White (Body must match the color of the chassis)

☐ ☐ _____

Additional Requirements:

Delivery will be a consideration factor to establish the lowest and best bid pursuant to Mississippi Code 31-7-13 section D.

Warranty:

3year 100k mile engine warranty

3year 100k mile aftertreatment warranty

3year 100k mile base vehicle (major components warranty)

Body Specifications

Yardage 14/16

Body ID: 85

Body Length 15'

Front Height 56

Side Height Front 42

Side Height Rear 42

Rear Height 50

Cab Shield width 85

Material 10GA-A36

Pintle Hook (tow package with glad hands)

NOTICE TO BIDDERS

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SMALL TANDEM DUMP TRUCK.

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The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 17th day of November, 2020.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton/s/
CITY CLERK

Publish 11-25-20 & 12-3-20



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Chris McGee, Director of Parks and Recreation

cc:

Date: Tuesday, November 17, 2020

Re: Approve the sale of grave spaces, per attached Memo's, Receipts and Deeds.
File Number: 2020-802
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 November 17, 2020 City Council meeting for consideration.

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: October 28, 2020

The following represents the grave spaces sold on October 28, 2020.

William Blalock, Sr.

(2) Spaces \$ 350.00

Northeast Quarter (NE ¼)

Lot 69, Section 34, Highland Cemetery

Robert Blalock

(1) Space \$ 175.00 Debit Card

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 70, Section 34, Highland Cemetery

Nell Boles

(2) Spaces \$ 350.00

Northwest Quarter (NW ¼)

Lot 20, Section 37, Highland Cemetery

Donna Burch

(2) Spaces \$ 350.00

Northwest Quarter (NW ¼)

Lot 32, Section 35, Highland Cemetery

Marie Washington

(1) Space \$ 150.00

East Half (E ½) of the Southeast Quarter (SE ¼)

Lot 103, Section 1, South Hill Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: November 02, 2020

The following represents the grave spaces sold on November 02, 2020.

Luther Knighton

(1) Space \$ 175.00

West Half (W ½) of the Northeast Quarter (NE ¼)

Lot 179, Section 22, Highland Cemetery

Michael & Martha Jernigan

(2) Spaces \$ 350.00

Southwest Quarter (SW ¼)

Lot 43, Section 39, Highland Cemetery

Billy E. Johnson, Jr.

(2) Spaces \$ 350.00

Northeast Quarter (NE ¼)

Lot 86, Section 38, Highland Cemetery

Kelly & Earlene Johnson

(2) Spaces \$ 350.00

Northeast Quarter (NE ¼)

Lot 85, Section 36, Highland Cemetery

Michael & Martha Jernigan & Jeff & Clair Speed

(4) Spaces \$ 700.00

West Half (W ½)

Lot 52, Section 39, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: November 5, 2020

The following represents the grave spaces sold on November 5, 2020.

Leon Buckley

(1) Space \$ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 86, Section 34, Highland Cemetery

Brenda Green

(1) Space \$ 175.00

North Half (N ½) of the Northeast Quarter (NE ¼)

Lot 95, Section 36, Highland Cemetery

Henry Sherman Heathcoct, Jr.

(2) Spaces \$ 350.00

Southwest Quarter (SW ¼)

Lot 120, Section 21, Highland Cemetery

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10/28/ 20 20

SOLD TO:

Mr. Mrs. Miss William Blalock SR

ADDRESS 897 Monroe Rd Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 NE 1/4 Lot No. 69 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 Bourne
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10/28/ 20 20

SOLD TO:

Mr. Mrs. Miss Robert Blalock

ADDRESS 606 Broad St, Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SW 1/4 Lot No. 70 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

ce

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-23- 2020

SOLD TO:

Mr. ☒ Mrs. Nell Boles

ADDRESS 112 Cotton Crk Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 NW 1/4 Lot No. 20 Section No. 37 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CK# 9494 (AIA)

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-28- 2020

SOLD TO:

Mr. Mrs. Miss Donna Burch

ADDRESS 1225 Grantham Rd. Sumrall, MS 39482

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 NW 1/4 Lot No. 32 Section No. 35 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CK# 6160

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

SOLD TO:

Hattiesburg, Miss., 10-28- 2020

Mr. ☒ Mrs. Miss Marie Washington

ADDRESS P.O. Box 245 Hattiesburg, MS 39403

desires to purchase the grave space described below, subject to Cemetery regulations.

E 1/2 SE 1/4 Lot No. 103 Section No. 1 in South Hill Cemetery

Number of grave spaces 1 Price per grave space \$ 150.00

Price Received \$ 150.00

CITY OF HATTIESBURG, MISSISSIPPI

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10/24/ 2020

SOLD TO:

Mr. Mrs. Miss Luther Knighton

ADDRESS 101 Nugget Court Apt # 26, Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

W 1/2 NE 1/4 Lot No. 179 Section No. 33 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# 5428
(Legacy)

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 11/02/ 2020

SOLD TO:

Mr. Mrs. Miss Michael & Martha Tennant

ADDRESS 814 Southeast Circle, Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

SW 1/4 Lot No. 43 Section No. 34 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

ck# 7083

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-2-20 2020

SOLD TO:

Mr. Mrs. Miss Betty E. Johnson JR

ADDRESS 2601 SULLIVAN-KIRKMAN LOT 16 HATTIESBURG, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

NE 1/4 Lot No. 86 Section No. 38 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

ck# 4563
(more)

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., _____ 20__

SOLD TO:

Mr. Mrs. Miss Kelly & Earlene Johnson
ADDRESS 5 Montrose Court Hattiesburg, Miss. 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

W NE 1/4 Lot No. 85 Section No. _____ in _____ Cemetery

Number of grave spaces 2 Price per grave space \$ _____

Price Received \$ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

By _____
Supt. of City Cemeteries

CK# 1054

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., _____ 20__

SOLD TO:

Mr. Mrs. Miss Michael & Martha Jernigan + John & Blanche Jernigan
ADDRESS 814 Southeast Circle, Hattiesburg, Miss. 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

W 1/2 Lot No. 52 Section No. 39 in _____ Cemetery

Number of grave spaces 4 Price per grave space \$ _____

Price Received \$ 700.00

CITY OF HATTIESBURG, MISSISSIPPI

By _____
Supt. of City Cemeteries

CK# 7083

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 11-7 2020

SOLD TO:

Mr. Mrs. Miss

Leon Buckley

ADDRESS

201 Katie Ave, Apt C-17 Hattiesburg, MS

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 86 Section No. 29 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., 11-02 2020

SOLD TO:

Mr. Mrs. Miss

Brenda Green

ADDRESS

1500 Country Club Rd Apt 102 Hattiesburg, MS

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 95 Section No. 30 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., 11-02 2020

SOLD TO:

Mr. Mrs. Miss

Henry Sherman Heathcote Jr

ADDRESS

107 S. 11th Ave Hattiesburg, MS

desires to purchase the grave space described below, subject to Cemetery regulations.

SW $\frac{1}{4}$ Lot No. 120 Section No. 21 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

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 Robert Blalock, 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 70 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 17th day of November, 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 17th day of November 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, William Blalock, Sr., 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 69 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 17th day November, 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 17th day of November, 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, Nell Boles, 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 20 Section Number 37

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 November, 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 17th day of November, 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, Donna Burch, 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 32 Section Number 35

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 November, 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 17th day of November, 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 Marie Washington, 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 Southeast Quarter (SE¼)

Lot Number: 103 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 17th day of November, 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 17th day of November, 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 Luther Knighton, 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 179 Section 22

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 17th day of November, 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 17th day of November 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, Michael & Martha Jernigan, 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 43 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 17th day November, 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 17th day of November, 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, Billy E. Johnson, 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:

Northeast Quarter (NE¼)

Lot Number 86 Section Number 38

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 November, 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 17th day of November, 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, Kelly & Earlene 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:

Northeast Quarter (NE¼)

Lot Number 85 Section Number 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day November, 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 17th day of November, 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 SEVEN HUNDRED AND NO/100 Dollars (\$700.00), 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 Michael & Martha Jernigan & Jeff & Clair Speed, 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)

Lot 52

Section Number: 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland 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 17th day of November, 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 17th day of November, 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 Leon Buckley, 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 86 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 17th day of November, 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 17th day of November 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 Brenda Green, 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 Northeast Quarter (NE¼)

Lot 95 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 17th day of November, 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 17th day of November 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, Henry Sherman Heathcock, 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:

Southwest Quarter (SW¼)

Lot Number 120 Section Number 21

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 November, 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 17th day of November, 2020

My Commission Expires:

NOTARY PUBLIC



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, November 17, 2020

Re: Approve claims docket for the period ending November 13, 2020.
File Number: 2020-804
Minute Book #

Summary

Approve claims docket for the period ending November 13, 2020.

Recommendation Statement

Please place this on the November 17, 2020 City Council meeting for consideration.

Date - 11/10/20

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GENERAL FUND							
00001 A A A AMBULANCE SERVICE	202	00203295	20000588	BLS CARDS FIRE RECRUIT CLASS	11/13/20	279693	75.00-
A A A AMBULANCE SERVICE							
Sum							75.00-
00001 ALBERT & ASSOCIATES ARCH	9/16/20	00203367	20000617	DAMAGE SETTLEMENT	11/03/20	10145	697.48-
ALBERT & ASSOCIATES ARCH							
Sum							697.48-
00001 ALLBRITTON CHAIN SAW & L	75435	00203254	20000611	CHAINSaws HEALTH DIV	11/13/20	279695	866.46-
00001 ALLBRITTON CHAIN SAW & L	75586	00202871	20000665	AGRI EQUIP REPR PTS HEALTH	11/13/20	279695	226.57-
00001 ALLBRITTON CHAIN SAW & L	75623	00203379	20000709	WEEDEATER REPR PTS HEALTH DIV	11/13/20	279695	203.00-
ALLBRITTON CHAIN SAW & L							
Sum							1,296.03-
00001 AMERICAN AIR SPECIALISTS	220241-01	00202803	20000627	INSTALL SHOWER #6 FIRE STA	11/13/20	279697	2,650.00-
00001 AMERICAN AIR SPECIALISTS	106170	00203048	20000628	PLUMBING REPRS #3 FIRE STA	11/13/20	279697	170.00-
AMERICAN AIR SPECIALISTS							
Sum							2,820.00-
00001 AMERICAN PLANNING ASSN (	230453-20104	00203458	20000716	2021 MBRSHp DUES LOWREY	11/13/20	279698	380.00-
AMERICAN PLANNING ASSN (							
Sum							380.00-
00001 ARNOLD LINE WATER ASSN I	2145 10/15/2	00020212	20000554	SRV 9/17-10/15/20 #8 FIRE STA	11/13/20	279699	29.00-
ARNOLD LINE WATER ASSN I							
Sum							29.00-
00001 ASSN OF STATE FLOODPLAIN	2027394R ID#	00203455	20000717	2021 MBRSHp DUESS LOWREY	11/13/20	279700	165.00-
00001 ASSN OF STATE FLOODPLAIN	2036794R ID#	00203454	20000743	2021 MBRSHp DUES MITCHELL LDC	11/13/20	279700	165.00-
ASSN OF STATE FLOODPLAIN							
Sum							330.00-
00001 AT&T	901M31822200	00202166	20000553	SERV 10/23-11/22/2020 POLICE	11/13/20	279701	413.50-
00001 AT&T	601M23905500	00020212	20000666	SERV 10/28-11/27/2020 POLICE	11/13/20	279702	202.00-
AT&T							
Sum							615.50-
00001 AT&T LONG DISTANCE SERVI	0273691976	00202186	20000714	LONG DIST ONE NET 11/1-30/2020	11/13/20	279703	51.90-
AT&T LONG DISTANCE SERVI							
Sum							51.90-

00001 AT&T MOBILITY	287290252011	00203413	20000708	WIRELESS SRV 9/2020 GO&FS	11/13/20	279704	1,898.45-
00001 AT&T MOBILITY	287289913717	00203562	20000805	WIRELESS SERV 10/20 VARI DEPT	11/13/20	279704	7,541.12-
00001 AT&T MOBILITY	287290217384	00203561	20000809	WIRELESS SRV 9/2020 & 10/2020	11/13/20	279704	2,591.88-

AT&T MOBILITY							
Sum							12,031.45-
00001 AUTO ARMATURE SERVICE IN 22919		00203485	20000757	BATTERY U#16716 POLICE	11/13/20	279705	157.95-

AUTO ARMATURE SERVICE IN							
Sum							157.95-
00001 B & D TOWING & RECOVERY PO#203364 10	00203364	20000622	TOWING U#18316 POLICE	11/13/20	279706		100.00-

B & D TOWING & RECOVERY							
Sum							100.00-
00001 BLOSSMAN GAS & APPLIANCE 11647663	00203352	20000763	PROPANE U#20067 PUBLIC WORKS	11/13/20	279707		45.50-

BLOSSMAN GAS & APPLIANCE							
Sum							45.50-
00001 BOAM	REG MITCHELL	00203477	20000761	REG MITCHELL CONF NATCHEZ	11/13/20	279709	150.00-

BOAM							
Sum							150.00-
00001 C M I ,INC	8036641	00202697	20000577	INTOXILIZER MOUTH PIECES	11/13/20	279715	856.08-

C M I ,INC							
Sum							856.08-
00001 CARQUEST AUTO PARTS STOR 14758-149565	00203141	20000593	WINDOW REG U#14697 LAND CODE	11/13/20	279718		119.91-
00001 CARQUEST AUTO PARTS STOR 14758-149564	00203141	20000594	WINDOW REG U#14697 LAND CODE	11/13/20	279718		63.50-
00001 CARQUEST AUTO PARTS STOR 14758-149793	00203269	20000598	SHOP SUPPLIES TRAFFIC DEPT	11/13/20	279718		313.96-
00001 CARQUEST AUTO PARTS STOR 14758-149219	00202927	20000692	SHOP SUPPLIES POLICE DEPT	11/13/20	279718		192.45-
00001 CARQUEST AUTO PARTS STOR 14758-149662	00203180	20000704	REPR PTS U#17018 PUBLIC WORKS	11/13/20	279718		254.65-
00001 CARQUEST AUTO PARTS STOR 14758-149249	00202943	20000745	REPR PTS U#14145 SANIT	11/13/20	279718		138.72-
00001 CARQUEST AUTO PARTS STOR 14758-150105	00203310	20000764	REPR PTS VARI PUB WORKS UNITS	11/13/20	279718		386.26-
00001 CARQUEST AUTO PARTS STOR 14758-150134	00203310	20000765	REPR PTS VARI PUB WORKS UNITS	11/13/20	279718		118.69-
00001 CARQUEST AUTO PARTS STOR 14758-149395	00203021	20000772	REPR PTS CEMETERY SHOP	11/13/20	279718		96.63-

CARQUEST AUTO PARTS STOR							
Sum							1,684.77-
00001 CENTRAL PIPE SUPPLY INC S100235226.0	00203261	20000700	PERMA PATCH PUBLIC WORKS	11/13/20	279720		1,700.00-

CENTRAL PIPE SUPPLY INC							
Sum							1,700.00-
00001 CINTAS CORPORATION #J66 4066050426	00203324	20000599	UNIFORMS 11/02 PUBLIC WORKS	11/13/20	279724		13.44-
00001 CINTAS CORPORATION #J66 4066050304	00203324	20000600	UNIFORMS 11/02 PUBLIC WORKS	11/13/20	279724		27.75-
00001 CINTAS CORPORATION #J66 4066050331	00203324	20000601	UNIFORMS 11/02 PUBLIC WORKS	11/13/20	279724		51.38-
00001 CINTAS CORPORATION #J66 4066050262	00203324	20000602	UNIFORMS 11/02 PUBLIC WORKS	11/13/20	279724		77.40-
00001 CINTAS CORPORATION #J66 4066050283	00203324	20000603	UNIFORMS 11/02 PUBLIC WORKS	11/13/20	279724		83.56-
00001 CINTAS CORPORATION #J66 4066050318	00203327	20000604	UNIFORMS 11/02 P/W SHOP	11/13/20	279724		31.97-
00001 CINTAS CORPORATION #J66 4066050179	00203327	20000605	UNIFORMS 11/02 CONSTR	11/13/20	279724		49.89-
00001 CINTAS CORPORATION #J66 4066050412	00203349	20000629	UNIFORMS 11/02 TRAFFIC DEPT	11/13/20	279724		25.00-
00001 CINTAS CORPORATION #J66 4066050029	00203349	20000630	MOP/MAT 11/02 TRAFFIC DEPT	11/13/20	279724		6.36-
00001 CINTAS CORPORATION #J66 4066050518	00203383	20000662	UNIFORMS 11/02 SANIT	11/13/20	279724		176.77-

00001	CINTAS CORPORATION	#J66	4066050452	00203383	20000663	MOP/MAT 11/02 SANIT	11/13/20	279724	46.92-
00001	CINTAS CORPORATION	#J66	4066706348	00203543	20000766	UNIFORMS 11/09 PUBLIC WORKS	11/13/20	279724	13.44-
00001	CINTAS CORPORATION	#J66	4066706284	00203543	20000767	UNIFORMS 11/09 PUBLIC WORKS	11/13/20	279724	27.75-
00001	CINTAS CORPORATION	#J66	4066706389	00203543	20000768	UNIFORMS 11/09 PUBLIC WORKS	11/13/20	279724	51.38-
00001	CINTAS CORPORATION	#J66	4066706196	00203543	20000769	UNIFORMS 11/09 PUBLIC WORKS	11/13/20	279724	77.40-
00001	CINTAS CORPORATION	#J66	4066706220	00203543	20000770	UNIFORMS 11/09 PUBLIC WORKS	11/13/20	279724	124.03-
00001	CINTAS CORPORATION	#J66	4066706386	00203552	20000810	UNIFORMS 11/09 TRAFFIC	11/13/20	279724	25.00-
00001	CINTAS CORPORATION	#J66	4066705990	00203552	20000811	MOP/MAT 11/09 TRAFFIC	11/13/20	279724	6.36-
00001	CINTAS CORPORATION	#J66	4066706353	00203550	20000812	UNIFORMS 11/09 P/W SHOP	11/13/20	279724	31.97-
00001	CINTAS CORPORATION	#J66	4066706216	00203550	20000813	UNIFORMS 11/09 CONSTR	11/13/20	279724	49.89-

CINTAS CORPORATION #J66									
Sum									997.66-
00001	CINTAS FIRST AID J71		5038203151	00203275	20000610	FIRST AID SUPP SANIT DEPT	11/13/20	279725	29.77-

CINTAS FIRST AID J71									
Sum									29.77-
00001	CITY OF HATTIESBURG FUND TRF 1ST 11/2		00202177	20000552	TRF 1ST 11/2020 PAYROLL		11/03/20	10143	1,075,901.94-

CITY OF HATTIESBURG FUND									
Sum									1,075,901.94-
00001	CITY OF HATTIESBURG FUND 051000.1040.		00202185	20000669	TEMPORARY LOAN		11/05/20	10149	5,000.00-

CITY OF HATTIESBURG FUND									
Sum									5,000.00-
00001	CIVIC PLUS		203095	00203334	20000568	COUNCIL SOFTWARE	11/13/20	279727	6,120.00-

CIVIC PLUS									
Sum									6,120.00-
00001	COMCAST CABLEVISION OF H 839641073092		00203411	20000693	CONVERTER BOX 11/2020 POLICE		11/13/20	279729	114.62-

COMCAST CABLEVISION OF H									
Sum									114.62-
00001	COMPLETE ENVIRONMENTAL & 9816		00203440	20000748	HAZ MATLS DISPOSAL 10/3/2020		11/13/20	279730	104,991.13-

COMPLETE ENVIRONMENTAL &									
Sum									104,991.13-
00001	COMSOUTH		196526	00203260	20000705	RADIO BATTERIES PUBLIC WORKS	11/13/20	279731	339.00-

COMSOUTH									
Sum									339.00-
00001	D P S CRIME LAB		90096513	00202770	20000558	ANALYTICAL FEES POLICE DEPT	11/13/20	279734	1,020.00-

D P S CRIME LAB									
Sum									1,020.00-
00001	DOLEAC ELECTRIC CO INC GEN91560-1		00203340	20000608	2020 GENERATOR MAINT CONTRACT		11/13/20	279735	57,550.00-

DOLEAC ELECTRIC CO INC									
Sum									57,550.00-

00001	ECONOMY SUPPLY CO	043820	00202720	20000606	CHRISTMAS SRVS SUPP CONSTR	11/13/20	279738	528.00-
00001	ECONOMY SUPPLY CO	043808	00203168	20000631	SILICONE YOUTH ART MUSEUM	11/13/20	279738	75.00-
00001	ECONOMY SUPPLY CO	044011	00203215	20000654	BLDG MATLS #6 FIRE STA WALL	11/13/20	279738	74.50-
00001	ECONOMY SUPPLY CO	044145	00203292	20000655	BLDG MATLS PUB WORKS CABINET	11/13/20	279738	197.76-
00001	ECONOMY SUPPLY CO	043998	00203264	20000701	TRASH GRABBERS PUBLIC WORKS	11/13/20	279738	324.00-

ECONOMY SUPPLY CO								
Sum								
00001	EDWARDS PROPERTY MGMT LL	FILE#2020-13	00202178	20000555	DL RENEWAL STATION LEASE PYMT	11/13/20	279740	1,199.26-
								1,100.00-

EDWARDS PROPERTY MGMT LL								
Sum								
00001	ELITE SCREEN PRINTING	35708	00202749	20000591	UNIFORMS FOWLER/SANGUINETTI	11/13/20	279741	217.80-
00001	ELITE SCREEN PRINTING	35709	00202749	20000592	UNIFORMS FOWLER/SANGUINETTI	11/13/20	279741	111.00-

ELITE SCREEN PRINTING								
Sum								
00001	EMPIRE TRUCK SALES (H'BU	CE006170260:	00202323	20000609	REPR PTS U#20074 SANIT	11/13/20	279742	328.80-
00001	EMPIRE TRUCK SALES (H'BU	CE006172021:	00203193	20000746	REPRS U#20091 SANIT	11/13/20	279742	49.74-
00001	EMPIRE TRUCK SALES (H'BU	CE006172021:	00203272	20000747	ADDL AMT DUE PO#20091	11/13/20	279742	3,730.25-
								1,566.55-

EMPIRE TRUCK SALES (H'BU								
Sum								
00001	FEDERAL EXPRESS	7-171-05465	00203376	20000657	SERVS 10/27/2020 ENGR DEPT	11/13/20	279746	5,346.54-
								27.35-

FEDERAL EXPRESS								
Sum								
00001	GALL'S LLC	016673716	00202702	20000649	DOUBLE CUFFS POLICE DEPT	11/13/20	279747	27.35-
								267.98-

GALL'S LLC								
Sum								
00001	GILKEY ELECTRIC SUPPLY C	329880	00202775	20000620	LIGHT BULBS DEPOT CANOPY AREA	11/13/20	279748	267.98-
00001	GILKEY ELECTRIC SUPPLY C	330091	00202911	20000632	CHRISTMAS LIGHT CABLE TIES	11/13/20	279748	310.00-
00001	GILKEY ELECTRIC SUPPLY C	329536	00202899	20000633	ELEC SUPP STERNBERG POLES	11/13/20	279748	470.00-
00001	GILKEY ELECTRIC SUPPLY C	329552	00202689	20000650	ELEC SUPP POLICE DEPT	11/13/20	279748	265.50-
								137.75-

GILKEY ELECTRIC SUPPLY C								
Sum								
00001	GILLILANDS ELECTRONICS S	73029	00202777	20000570	INSTALL FIRE ALARM T DEPOT	11/13/20	279750	1,183.25-
00001	GILLILANDS ELECTRONICS S	73030	00202777	20000571	INSTALL BURGLAR ALARM T DEPOT	11/13/20	279750	795.00-
00001	GILLILANDS ELECTRONICS S	73029	00202753	20000618	INSTALL FIRE ALARM MUN COURT	11/13/20	279750	225.00-
								795.00-

GILLILANDS ELECTRONICS S								
Sum								
00001	HAVARD PEST CONTROL INC	1669415	00020213	20000799	QTRLY SERV #7 FIRE STA	11/13/20	279754	1,815.00-
00001	HAVARD PEST CONTROL INC	1669437	00020213	20000800	QTRLY SERV AIRPORT MAINT	11/13/20	279754	48.00-
								45.00-

HAVARD PEST CONTROL INC								
Sum								
								93.00-

00001 HEADSETS DIRECT INC	74033	00203175 20000576 HEADSETS FOR POLICE DISPATCH	11/13/20	279755	346.90-

HEADSETS DIRECT INC					
Sum					346.90-
00001 HI-FI CRUISIN	117586	00203183 20000582 INSTALL RADIO U#17804 POLICE	11/13/20	279756	244.95-

HI-FI CRUISIN					
Sum					244.95-
00001 HICKS LAW FIRM, LLC	9720	00203554 20000807 SERVS PRECISION CONSTRUCTION	11/13/20	279757	1,520.00-

HICKS LAW FIRM, LLC					
Sum					1,520.00-
00001 HINTON, ANTHONY	PO#203488 11	00203488 20000771 REPRS U#19755 SANIT	11/13/20	279758	542.60-

HINTON, ANTHONY					
Sum					542.60-
00001 HUB CITY CONSTRUCTION IN 2053		00202627 20000721 BLD NEW OFFICE ENGR DEPT	11/13/20	279759	4,200.00-

HUB CITY CONSTRUCTION IN					
Sum					4,200.00-
00001 INNOVATIVE SERVICE SOLUT 20200153		00202907 20000722 SEMI ANNUAL AED MAINT GG INS	11/13/20	279760	222.90-
00001 INNOVATIVE SERVICE SOLUT 20200154		00202908 20000723 SEMI ANNUAL AED MNT T DEPOT	11/13/20	279760	163.95-

INNOVATIVE SERVICE SOLUT					
Sum					386.85-
00001 INTERFACE SECURITY SYSTE 19836423		00203343 20000607 SECURITY 11/1-30 ART MUSEUM	11/13/20	279761	46.99-
00001 INTERFACE SECURITY SYSTE 19828075		00203281 20000616 SECURITY 11/2020 HILND CEM	11/13/20	279761	34.34-

INTERFACE SECURITY SYSTE					
Sum					81.33-
00001 INTL ASSN OF FIRE CHIEFS 000067897 WA		00203265 20000590 MBRSHP DUES ASST CHIEF WADE	11/13/20	279762	225.00-

INTL ASSN OF FIRE CHIEFS					
Sum					225.00-
00001 INTL INSTITUTE OF MUNICI ID#31038 EAT		00203516 20000806 MBRSHP RNWL EATON	11/13/20	279763	150.00-

INTL INSTITUTE OF MUNICI					
Sum					150.00-
00001 JOHNNY'S WRECKER SERVICE 40800		00203373 20000656 TOWING U#12956 PUBLIC WORKS	11/13/20	279767	350.00-
00001 JOHNNY'S WRECKER SERVICE 40687		00203387 20000660 TOWING U#14405 SANIT	11/13/20	279767	300.00-
00001 JOHNNY'S WRECKER SERVICE 40686		00203387 20000661 TOWING U#20071 SANIT	11/13/20	279767	300.00-
00001 JOHNNY'S WRECKER SERVICE 40694		00203549 20000814 TOWING U#14408 SANIT	11/13/20	279767	300.00-
00001 JOHNNY'S WRECKER SERVICE 40726		00203566 20000815 TOWING U#20090 SANIT	11/13/20	279767	300.00-

JOHNNY'S WRECKER SERVICE					
Sum					1,550.00-
00001 KEITHCO PETROLEUM	0498802	00203252 20000559 DIESEL FOR P/W FUEL STATION	11/13/20	279769	2,793.00-

KEITHCO PETROLEUM					
Sum					2,793.00-

00001 LANCASTER'S MACHINE & WE 024663	00203312 20000707 TRAILER REPRS PUBLIC WORKS	11/13/20	279773	600.00-

LANCASTER'S MACHINE & WE				
Sum				600.00-
00001 LARRY'S WRECKER SERVICE 7928	00203362 20000623 TOWING U#19750 POLICE	11/13/20	279775	55.00-
00001 LARRY'S WRECKER SERVICE 7929	00203362 20000624 TOWING U#19349 POLICE	11/13/20	279775	55.00-
00001 LARRY'S WRECKER SERVICE 7930	00203362 20000625 TOWING U#19344 POLICE	11/13/20	279775	55.00-
00001 LARRY'S WRECKER SERVICE 7633	00203483 20000758 TOWING U#17595 POLICE	11/13/20	279775	55.00-

LARRY'S WRECKER SERVICE				
Sum				220.00-
00001 LEXISNEXIS MATTHEW BENDE 21388989	00203384 20000647 MS CODE COURT RULES UPDATE	11/13/20	279777	63.43-

LEXISNEXIS MATTHEW BENDE				
Sum				63.43-
00001 LOWE'S HOME IMPROVEMENT 990850-FVKRQ	00203023 20000702 JANIT SUPP PUBLIC WORKS	11/13/20	279779	157.71-

LOWE'S HOME IMPROVEMENT				
Sum				157.71-
00001 LOWE'S OF HATTIESBURG IN 937740-FTRCU	00202681 20000695 LAWN EQUIP #5 FIRE STA	11/13/20	279778	283.10-

LOWE'S OF HATTIESBURG IN				
Sum				283.10-
00001 M M C MATERIALS INC-H'BU 679096	00202902 20000744 PEA GRAVEL PUBLIC WORKS	11/13/20	279781	1,400.00-

M M C MATERIALS INC-H'BU				
Sum				1,400.00-
00001 MAPLES GAS COMPANY 191651	00203155 20000560 GAS FOR P/W FUEL STATION	11/13/20	279782	7,549.23-
00001 MAPLES GAS COMPANY 191747	00203251 20000561 GAS FOR P/W FUEL STATION	11/13/20	279782	4,644.66-

MAPLES GAS COMPANY				
Sum				12,193.89-
00001 MCELHANEY PLUMBING INC 285551	00203338 20000569 PLUMB SUPP CITY HALL FOUNTAIN	11/13/20	279786	69.98-

MCELHANEY PLUMBING INC				
Sum				69.98-
00001 METRO CRIMESTOPPERS INC 10/20 CITY C	00202172 20000713 10/20 CITY COURT COSTS	11/06/20	10152	951.71-

METRO CRIMESTOPPERS INC				
Sum				951.71-
00001 MID SOUTH UNIFORM & SUPP 610591	00201803 20000621 BODY ARMOR RPLCMNT MARK WHITE	11/13/20	279787	763.20-
00001 MID SOUTH UNIFORM & SUPP 609299	00199155 20000724 VEST CARRIER ROBINSON POLICE	11/13/20	279787	75.00-
00001 MID SOUTH UNIFORM & SUPP 609300	00200145 20000727 BODY ARMOR CARRIER SGT BROWN	11/13/20	279787	155.00-

MID SOUTH UNIFORM & SUPP				
Sum				993.20-
00001 MISSISSIPPI AG COMPANY, P54543	00202004 20000653 REPR PTS U#19298 P/F ACADEMY	11/13/20	279788	31.82-

MISSISSIPPI AG COMPANY,				
Sum				31.82-

00001 MITCHELL, JAMES	TRAV ADV 11/	00203475	20000760	TRAV ADV BOAM CONF NATCHEZ	11/13/20	279789	770.00-

MITCHELL, JAMES							
Sum							770.00-
00001 MOMAR INC	PSI369023	00202743	20000626	FOGGER DISINFECTANT P/F ACDMY	11/13/20	279791	208.25-

MOMAR INC							
Sum							208.25-
00001 MONTAGUE, PITTMAN & VARN 48273		00203399	20000648	GEN COUNSEL CIVIL SERV COMM	11/13/20	279792	500.00-

MONTAGUE, PITTMAN & VARN							
Sum							500.00-
00001 MS ASSN GOVT PURCH/PROP	160406366318	00203294	20000566	MBRSHP RNWL LONDON PURCHASING	11/13/20	279795	35.00-
00001 MS ASSN GOVT PURCH/PROP	160406366318	00203294	20000567	MBRSHP RNWL POPE PURCHASING	11/13/20	279795	35.00-
00001 MS ASSN GOVT PURCH/PROP	160449805004	00203401	20000697	REG RNWL FLUKER TRAFFIC DEPT	11/13/20	279795	35.00-
00001 MS ASSN GOVT PURCH/PROP	160405851170	00203401	20000698	REG RNWL EVANS PUBLIC WORKS	11/13/20	279795	35.00-

MS ASSN GOVT PURCH/PROP							
Sum							140.00-
00001 MS DEPT OF PUBLIC SFTY/C 10/20		00202174	20000668	FINE COLLECTION 10/2020	11/05/20	10147	1,829.91-

MS DEPT OF PUBLIC SFTY/C							
Sum							1,829.91-
00001 MS MUNICIPAL LIABILITY P 0108GL2021-0		00203420	20000691	LIABILITY PLAN RENEWAL	11/13/20	279796	373,148.80-

MS MUNICIPAL LIABILITY P							
Sum							373,148.80-
00001 MS MUSIC INC	11051	00201914	20000563	SOUND SYS MEMORIAL 9/11/2020	11/13/20	279797	335.00-

MS MUSIC INC							
Sum							335.00-
00001 MS POWER COMPANY	11/20 GENERA	00020213	20000801	MNTHLY ELEC-GENERAL	11/13/20	279798	10,649.68-

MS POWER COMPANY							
Sum							10,649.68-
00001 MS STATE/EMP SECURITY CO 92-00131-0-0		00203389	20000646	UNEMP CLAIMS 3RD QTR 2020	11/13/20	279799	24,687.55-

MS STATE/EMP SECURITY CO							
Sum							24,687.55-
00001 MS STATE/TREASURER/FINAN 10/20			20000637	FINE COLLECTIONS 10/20	11/05/20	10146	41,097.00-
00001 MS STATE/TREASURER/FINAN 10/20			20000638	FINE COLLECTIONS 10/20	11/05/20	10146	2,569.17-
00001 MS STATE/TREASURER/FINAN 10/20			20000639	FINE COLLECTIONS 10/20	11/05/20	10146	3,392.95-
00001 MS STATE/TREASURER/FINAN 10/20			20000640	FINE COLLECTIONS 10/20	11/05/20	10146	458.82-
00001 MS STATE/TREASURER/FINAN 10/20			20000641	FINE COLLECTIONS 10/20	11/05/20	10146	235.32-
00001 MS STATE/TREASURER/FINAN 10/20			20000642	FINE COLLECTIONS 10/20	11/05/20	10146	160.00-
00001 MS STATE/TREASURER/FINAN 10/20			20000643	FINE COLLECTIONS 10/20	11/05/20	10146	2,409.36-
00001 MS STATE/TREASURER/FINAN 10/20			20000644	FINE COLLECTIONS 10/20	11/05/20	10146	266.94-
00001 MS STATE/TREASURER/FINAN 10/20			20000645	FINE COLLECTIONS 10/20	11/05/20	10146	7,622.84-

MS STATE/TREASURER/FINAN							
Sum							58,212.40-

00001 MS TURF	219653	00203174 20000613 GRASS SOD FOR CEMETERIES	11/13/20	279800	115.00-

MS TURF					115.00-
Sum					5,539.80-
00001 MSP ENTERPRISES, LLC	100920	00203461 20000730 DEMO 215 JACKSON ST LAND CODE	11/13/20	279801	-----
MSP ENTERPRISES, LLC					5,539.80-
Sum					4,583.36-
00001 NEEL-SCHAFFER INC	1067721	00203519 20000752 SERVS MS4 PROGRAM MGMT	11/13/20	279803	-----
NEEL-SCHAFFER INC					4,583.36-
Sum					128.00-
00001 NEWKS EATERY	PO#203433 11	00203433 20000726 LUNCH AGENCIES CLASS 11/5/20	11/13/20	279805	-----
NEWKS EATERY					128.00-
Sum					775.00-
00001 NICK'S HANDYMAN SERVICE	PO#203432 11	00203432 20000728 ROOF REPAIR P/F ACADEMY	11/13/20	279806	-----
NICK'S HANDYMAN SERVICE					775.00-
Sum					48.98-
00001 OFFICE PRODUCTS PLUS	919621-0	00203146 20000572 WALL CALENDARS MPO DIV	11/13/20	279808	48.98-
00001 OFFICE PRODUCTS PLUS	919621-1	00203146 20000573 OFFICE SUPP MPO DIV	11/13/20	279808	32.39-
00001 OFFICE PRODUCTS PLUS	919618-0	00203144 20000586 SHREDDER P/F ACADEMY	11/13/20	279808	839.88-
00001 OFFICE PRODUCTS PLUS	920321-0	00203297 20000670 OFFICE/JANIT SUPP FIRE ADM	11/13/20	279808	295.85-
00001 OFFICE PRODUCTS PLUS	920321-1	00203297 20000671 OFFICE/JANIT SUPP FIRE ADM	11/13/20	279808	30.93-

OFFICE PRODUCTS PLUS					1,248.03-
Sum					720.00-
00001 OVERHEAD DOOR CO OF HBUR	200271	00202541 20000808 DOOR REPAIR POLICE DEPT SHOP	11/13/20	279809	-----
OVERHEAD DOOR CO OF HBUR					720.00-
Sum					187.00-
00001 OWENS BUSINESS MACHINES	407746	00203304 20000564 COPIER 11/1-30/2020 M/ADM	11/13/20	279810	187.00-
00001 OWENS BUSINESS MACHINES	407747	00203304 20000565 COPIER 10/1-31/2020 M/ADM	11/13/20	279810	242.42-

OWENS BUSINESS MACHINES					429.42-
Sum					50.00-
00001 PAPA JOHN'S PIZZA #456	PO#203382 11	00203382 20000694 LUNCH AGENCIES 11/4 CLASS	11/13/20	279811	-----
PAPA JOHN'S PIZZA #456					50.00-
Sum					1,173.00-
00001 PATTERSON AUTO ELECTRIC	80590	00203279 20000583 A/C REPR U#20619 POLICE	11/13/20	279812	-----
PATTERSON AUTO ELECTRIC					1,173.00-
Sum					3,963.93-
00001 PEARL RIVER VALLEY EPA (11/20 GENERA	00020213	20000802 MNTHLY 11/20 PUBLIC SERVICES	11/13/20	279813	-----
PEARL RIVER VALLEY EPA (					3,963.93-
Sum					

00001 PINE BELT CDJR, INC (MCM 509973	00203278 20000584 BUMPER REMOVAL U#21138	11/13/20	279815	315.16-

PINE BELT CDJR, INC (MCM				315.16-
Sum				
00001 PINE BELT OIL COMPANY IN 10726359	00203156 20000562 DIESEL FOR P/W FUEL STATION	11/13/20	279816	4,450.06-
00001 PINE BELT OIL COMPANY IN POLICE 10/1-	00203346 20000574 MINIT MART CHARGES 10/2020	11/13/20	279816	731.15-
00001 PINE BELT OIL COMPANY IN FIRE 10/1-10	00203346 20000575 MINIT MART CHARGES 10/2020	11/13/20	279816	1,477.91-
00001 PINE BELT OIL COMPANY IN 1483989 GEN	00203320 20000578 FUEL CARD RPLCMNTS VARI DEPTS	11/13/20	279816	6.70-
00001 PINE BELT OIL COMPANY IN 1483989	00203371 20000659 LABOR GAS/DIESEL FACILITY	11/13/20	279816	439.92-
00001 PINE BELT OIL COMPANY IN 10725340	00203351 20000686 GAS FOR P/W FUEL STATION	11/13/20	279816	5,380.11-
00001 PINE BELT OIL COMPANY IN 10726368	00203351 20000687 DIESEL FOR P/W FUEL STATION	11/13/20	279816	3,148.80-

PINE BELT OIL COMPANY IN				15,634.65-
Sum				
00001 PINE BELT REGIONAL SOLID 100006 10/20	00203381 20000664 RUBBISH DISPOSAL SANIT	11/13/20	279817	34,783.83-

PINE BELT REGIONAL SOLID				34,783.83-
Sum				
00001 POWER DMS, INC 38699	00203337 20000580 ACCREDITATION SERV CONTRACT	11/13/20	279819	7,364.00-

POWER DMS, INC				7,364.00-
Sum				
00001 POWER HOUSE TOOLS & OUTD ML8E20COM	00203082 20000615 AGRI EQUIP BELTS CEMETERY	11/13/20	279820	193.96-

POWER HOUSE TOOLS & OUTD				193.96-
Sum				
00001 POWERS OF MISSISSIPPI APPL#2 PUB S	00202186 20000773 PUB SAFETY COMPLX MECH CONTROL	11/13/20	279821	1,282.50-

POWERS OF MISSISSIPPI				1,282.50-
Sum				
00001 PROTECTION AGENCY & SECU 1081	00202196 20000774 SECURITY DET DKT 11/13/20	11/13/20	279822	114.00-
00001 PROTECTION AGENCY & SECU 1079	00202196 20000775 SECURITY DET DKT 11/13/20	11/13/20	279822	133.00-

PROTECTION AGENCY & SECU				247.00-
Sum				
00001 RAYNER, JACK 11062020	00203529 20000751 POLYGRAPHS LATERALS/RECRUITS	11/13/20	279823	1,500.00-

RAYNER, JACK				1,500.00-
Sum				
00001 REGIONS CARDHOLDER SERVI 7079 10/31/2	00202168 20000778 HOTEL COLE 2020 MMCCA CONF	11/13/20	279826	278.00-
00001 REGIONS CARDHOLDER SERVI 7079 10/31/2	00202168 20000779 HOTEL JOLLY 2020 MMCCA CONF	11/13/20	279826	278.00-
00001 REGIONS CARDHOLDER SERVI 7079 10/31/2	00202693 20000780 REG COLE IIMC SESSION #8	11/13/20	279826	50.00-
00001 REGIONS CARDHOLDER SERVI 7079 10/31/2	00202693 20000781 REG JOLLY IIMC SESSION #8	11/13/20	279826	50.00-
00001 REGIONS CARDHOLDER SERVI 7079 10/31/2	00202879 20000782 IIMC ONLINE COURSE COLE	11/13/20	279826	49.00-
00001 REGIONS CARDHOLDER SERVI 7079 10/31/2	00202879 20000783 IIMC ONLINE COURSE JOLLY	11/13/20	279826	49.00-
00001 REGIONS CARDHOLDER SERVI 7079 10/31/2	00203163 20000784 REG COLE IIMC SESSION #10	11/13/20	279826	50.00-
00001 REGIONS CARDHOLDER SERVI 7079 10/31/2	00203163 20000785 REG JOLLY IIMC SESSION #10	11/13/20	279826	50.00-
00001 REGIONS CARDHOLDER SERVI 7079 10/31/2	00203325 20000786 REG COLE IIMC SESSION #11	11/13/20	279826	50.00-
00001 REGIONS CARDHOLDER SERVI 7079 10/31/2	00203325 20000787 REG JOLLY IIMC SESSION #11	11/13/20	279826	50.00-
00001 REGIONS CARDHOLDER SERVI 7079 10/31/2	00203547 20000788 AD/ZOOM VIDEO HBURG COUNTS	11/13/20	279826	37.95-
00001 REGIONS CARDHOLDER SERVI 7079 10/31/2	00203548 20000789 ADVERTISING EIG HOSTGATOR	11/13/20	279826	285.30-
00001 REGIONS CARDHOLDER SERVI 7079 10/31/2	00202674 20000790 REG EATON MMCCA 10/21-23/2020	11/13/20	279826	335.98-

00001	REGIONS	CARDHOLDER	SERVI	7079	10/31/2	00202722	20000791	REG TOWNSEND MENTAL HLTH CONF	11/13/20	279826	75.00-
00001	REGIONS	CARDHOLDER	SERVI	7079	10/31/2	00203326	20000792	2020 REQUESTS FOR EQUIPMENT	11/13/20	279826	585.11-
00001	REGIONS	CARDHOLDER	SERVI	7079	10/31/2	00203248	20000793	VACUUM CLEANER CITY HALL	11/13/20	279826	246.44-
00001	REGIONS	CARDHOLDER	SERVI	7079	10/31/2	00203335	20000794	LATE PAYMENT FEE	11/13/20	279826	198.47-
00001	REGIONS	CARDHOLDER	SERVI	7079	10/31/2	00202561	20000795	PHONE SUBPOENA/TRACPHONE	11/13/20	279826	50.00-
00001	REGIONS	CARDHOLDER	SERVI	7079	10/31/2	00203015	20000796	MARKING WAND ENGR DEPT	11/13/20	279826	31.92-
00001	REGIONS	CARDHOLDER	SERVI	7079	10/31/2	00202550	20000797	RESTRM DOOR DMV CLOVERLEAF ML	11/13/20	279826	117.96-
00001	REGIONS	CARDHOLDER	SERVI	7079	10/31/2	00203212	20000798	ISA MBRSHIP DUES C PARKER	11/13/20	279826	165.00-

REGIONS CARDHOLDER SERVI											
Sum											3,083.13-
00001	RICOH	CORP		5060710262		00203460	20000715	COPIER 10/1-31/2020 PLANNING	11/13/20	279827	148.36-
00001	RICOH	CORP		5060709375		00203459	20000742	COPIER 10/1-31/2020 LAND CODE	11/13/20	279827	210.47-

RICOH CORP											
Sum											358.83-
00001	RJ	YOUNG COMPANY		INV3908508		00203301	20000585	COPIER 9/24-10/23 POLICE	11/13/20	279828	253.00-
00001	RJ	YOUNG COMPANY		INV3919671		00203390	20000651	COPIER 9/28-10/27 DETECTIVES	11/13/20	279828	487.60-
00001	RJ	YOUNG COMPANY		INV3773617		00203464	20000749	COPIER 6/28-7/27 COUNCIL	11/13/20	279828	92.77-
00001	RJ	YOUNG COMPANY		INV3918717		00203465	20000756	COPIER 9/28-10/27 COUNCIL	11/13/20	279828	132.55-

RJ YOUNG COMPANY											
Sum											965.92-
00001	ROGERS,	KEVIN		TITLE OPINIO	00203462	20000731	10	TITLE OPINIONS LAND CODE	11/13/20	279830	2,500.00-

ROGERS, KEVIN											
Sum											2,500.00-
00001	ROSE'S	QUIK STOP		PO#203322	11	00203322	20000652	LUNCHES AGENCIES 11/02 CLASS	11/13/20	279831	98.39-

ROSE'S QUIK STOP											
Sum											98.39-
00001	SANSOM	EQUIPMENT CO		P00564		00202917	20000672	SIDE LOADER REPR PTS SANIT	11/13/20	279833	558.56-

SANSOM EQUIPMENT CO											
Sum											558.56-
00001	SCOTTS	HYDRAULIC SERVICE	43644			00202992	20000673	REPRS U#20068 SANIT	11/13/20	279834	1,335.26-
00001	SCOTTS	HYDRAULIC SERVICE	43710			00203238	20000674	REPRS U#20091 SANIT	11/13/20	279834	965.36-

SCOTTS HYDRAULIC SERVICE											
Sum											2,300.62-
00001	SETCOM	CORPORATION	43666			00203250	20000759	RADIO REPR PTS U#13932 FIRE	11/13/20	279835	1,090.36-

SETCOM CORPORATION											
Sum											1,090.36-
00001	SHERWIN-WILLIAMS	COMPANY	6551-5			00203291	20000703	PAINT SUPP PUBLIC WORKS	11/13/20	279837	47.35-

SHERWIN-WILLIAMS COMPANY											
Sum											47.35-
00001	SHOWS	DEARMAN & WAITS	IN 21704			00203506	20000753	SRVS MOBILE ST MONUMENT SURVY	11/13/20	279839	4,060.00-
00001	SHOWS	DEARMAN & WAITS	IN 21703			00203507	20000754	SRVS EUREKA SCHOOL ALLEY	11/13/20	279839	472.50-
00001	SHOWS	DEARMAN & WAITS	IN 21717			00203518	20000755	SRVS 7TH ST DRNGE INVESTAGTN	11/13/20	279839	1,725.00-

SHOWS DEARMAN & WAITS IN

Sum									6,257.50-
00001	SIGMA CONSULTING AND TRA	REG LAVANT 1	00203563	20000816	REG LAVANT CHEM SPILL TRNG	11/13/20	279840		125.00-
00001	SIGMA CONSULTING AND TRA	REG CRAFT 11	00203563	20000817	REG CRAFT CHEM SPILL TRNG	11/13/20	279840		125.00-
00001	SIGMA CONSULTING AND TRA	REG BASS 11/	00203563	20000818	REG BASS CHEM SPILL TRNG	11/13/20	279840		125.00-

SIGMA CONSULTING AND TRA

Sum									375.00-
00001	SIMMONS HEATING & AIR	PERMIT-ELEC-	00202183	20000634	PERMIT-ELEC-10-20-014643	11/13/20	279841		50.00-

SIMMONS HEATING & AIR

Sum									50.00-
00001	SOLAR SUPPLY INC	3434978	00203256	20000719	THERMOSTAT GUARDS TRAIN DEPOT	11/13/20	279844		121.02-

SOLAR SUPPLY INC

Sum									121.02-
00001	SOUTHERN PINE ELECTRIC P	11/20 GENERA	00020212	20000803	MNTHLY 11/20 PUBLIC SERVICES	11/13/20	279846		1,343.67-

SOUTHERN PINE ELECTRIC P

Sum									1,343.67-
00001	SPANN, FELICIA (REFUND)	DAMAGE DEP R	00202198	20000776	DAMAGE DEPOSIT REFUND	11/13/20	279848		100.00-

SPANN, FELICIA (REFUND)

Sum									100.00-
00001	SPEEDY PRINTING & SIGNS	28347	00203243	20000597	STREET MARKERS TRAFFIC DEPT	11/13/20	279849		56.00-
00001	SPEEDY PRINTING & SIGNS	28361	00203358	20000696	STREET MARKERS TRAFFIC DEPT	11/13/20	279849		252.00-
00001	SPEEDY PRINTING & SIGNS	28373	00203427	20000762	STREET MARKERS TRAFFIC DEPT	11/13/20	279849		60.00-

SPEEDY PRINTING & SIGNS

Sum									368.00-
00001	SPIRE ENERGY	11/20 GENERA	00020213	20000804	MNTHLY GAS-GENERAL	11/13/20	279850		920.43-

SPIRE ENERGY

Sum									920.43-
00001	STAPLES	3460009622	00203140	20000688	OFFICE SUPP PLANNING DIV	11/13/20	279853		95.56-
00001	STAPLES	3460009623	00203140	20000689	OFFICE SUPP/CHAIR PLANNING	11/13/20	279853		150.75-
00001	STAPLES	3460910810	00203140	20000690	OFFICE SUPP PLANNING DIV	11/13/20	279853		14.99-

STAPLES

Sum									261.30-
00001	STRICK'S BAR-B-QUE	5965	00203298	20000587	LUNCH AGENCIES 10/30 CLASS	11/13/20	279854		214.47-

STRICK'S BAR-B-QUE

Sum									214.47-
00001	TAYLOR RENTAL CENTER	1-318019-02	00203471	20000720	COVID-19 TESTING TENT/DRUMS	11/13/20	279856		1,316.70-

TAYLOR RENTAL CENTER

Sum									1,316.70-
00001	TERRY'S BACKHOE AND TREE	1673	00203463	20000732	LOT CLEARING 1212 PUTNAM ST	11/13/20	279858		1,713.25-
00001	TERRY'S BACKHOE AND TREE	1674	00203463	20000733	LOT CLEARING 1214 PUTNAM ST	11/13/20	279858		1,277.00-
00001	TERRY'S BACKHOE AND TREE	1678	00203463	20000734	LOT CLEARING 714 LINCOLN ST	11/13/20	279858		99.00-
00001	TERRY'S BACKHOE AND TREE	1676	00203463	20000735	LOT CLEARING 716 LINCOLN ST	11/13/20	279858		1,536.60-

00001 TERRY'S BACKHOE AND TREE 1677	00203463 20000736 LOT CLEARING 718 LINCOLN ST	11/13/20	279858	793.80-
00001 TERRY'S BACKHOE AND TREE 1679	00203463 20000737 LOT CLEARING 719 LINCOLN ST	11/13/20	279858	464.70-
00001 TERRY'S BACKHOE AND TREE 1675	00203463 20000738 LOT CLEARING 718 WEBSTER ST	11/13/20	279858	1,083.10-
00001 TERRY'S BACKHOE AND TREE 1680	00203463 20000739 LOT CLEARING 706 GREELY	11/13/20	279858	899.10-
00001 TERRY'S BACKHOE AND TREE 1681	00203463 20000740 LOT CLEARING 708 GREELY	11/13/20	279858	391.05-
00001 TERRY'S BACKHOE AND TREE 1682	00203463 20000741 LOT CLEARING 710 GREELY	11/13/20	279858	408.60-

TERRY'S BACKHOE AND TREE				
Sum				8,666.20-
00001 TRAFFIC SAFETY WAREHOUSE 76961A	00200660 20000596 SPEED HUMPS TRAFFIC DEPT	11/13/20	279860	10,872.00-

TRAFFIC SAFETY WAREHOUSE				
Sum				10,872.00-
00001 TRIAD MARTIAL ARTS INC 102021HATTI-	00203345 20000589 CLASS REG FEE 10/26-11/06	11/13/20	279861	3,600.00-

TRIAD MARTIAL ARTS INC				
Sum				3,600.00-
00001 TRUSTMARK NATIONAL BANK/ 10/5/20	00202179 20000579 PRIN/INT PYMT DUE 12/1/20	11/03/20	10144	302,449.97-

TRUSTMARK NATIONAL BANK/				
Sum				302,449.97-
00001 TVEYES INC 2020-K4610	00203374 20000667 MEDIA MONITORING SERVICE	11/05/20	10148	3,600.00-

TVEYES INC				
Sum				3,600.00-
00001 TYLER TECHNOLOGIES INC 045-319659	00203467 20000718 MUNIS IMPLEMENTATION 10/9-23	11/13/20	279863	6,300.00-

TYLER TECHNOLOGIES INC				
Sum				6,300.00-
00001 UNDERWOOD OUTDOOR POWER, 94924	00203074 20000612 2 CYCLE MIX OIL TREE CREW	11/13/20	279865	323.36-
00001 UNDERWOOD OUTDOOR POWER, 95113	00203393 20000729 LAWN MOWER REPR #1 FIRE STA	11/13/20	279865	109.35-

UNDERWOOD OUTDOOR POWER,				
Sum				432.71-
00001 UNITED PARCEL SERVICE IN 0008E1Y15420	00203300 20000581 SERVS 10/14/2020 POLICE DEPT	11/13/20	279866	36.01-
00001 UNITED PARCEL SERVICE IN 00008E1Y1543	00203439 20000725 SERVS 10/14 & 10/22 POLICE	11/13/20	279866	12.11-

UNITED PARCEL SERVICE IN				
Sum				48.12-
00001 UNIVERSITY TIRE & SERVIC INV162879	00203197 20000595 OIL CHANGE U#15915 LAND CODE	11/13/20	279868	46.70-
00001 UNIVERSITY TIRE & SERVIC INV163333	00203152 20000706 TIRES U#17018 PUBLIC WORKS	11/13/20	279868	224.00-

UNIVERSITY TIRE & SERVIC				
Sum				270.70-
00001 VERMEER MIDSOUTH INC "c 00326573	00203135 20000614 WOOD CHIPPER BLADES	11/13/20	279871	385.44-

VERMEER MIDSOUTH INC "c				
Sum				385.44-

00001 W D A M - TV	1715185-2	00200662 20000556 MASK CAMPAIGN 8/1-31 COVID-19	11/13/20	279872	2,215.00-
00001 W D A M - TV	1716595-1	00200662 20000557 MASK CAMPAIGN 8/1-31 COVID-19	11/13/20	279872	285.00-

W D A M - TV					
Sum					2,500.00-
00001 WARING OIL CO (GULFPORT)	001908682	00202942 20000658 LUBRICANTS P/W SHOP	11/13/20	279874	2,396.00-

WARING OIL CO (GULFPORT)					
Sum					2,396.00-
00001 WARREN PAVING INC	37604	00202838 20000675 HOT ASPHALT VARI CITY LOC	11/13/20	279875	112.59-
00001 WARREN PAVING INC	37660	00202838 20000676 HOT ASPHALT VARI CITY LOC	11/13/20	279875	142.95-
00001 WARREN PAVING INC	37747	00202838 20000677 HOT ASPHALT VARI CITY LOC	11/13/20	279875	190.39-
00001 WARREN PAVING INC	37774	00202838 20000678 HOT ASPHALT VARI CITY LOC	11/13/20	279875	257.43-
00001 WARREN PAVING INC	37960	00202838 20000679 HOT ASPHALT VARI CITY LOC	11/13/20	279875	283.36-
00001 WARREN PAVING INC	37968	00202838 20000680 HOT ASPHALT VARI CITY LOC	11/13/20	279875	209.36-
00001 WARREN PAVING INC	37974	00202838 20000681 HOT ASPHALT VARI CITY LOC	11/13/20	279875	235.92-
00001 WARREN PAVING INC	38057	00202838 20000682 HOT ASPHALT VARI CITY LOC	11/13/20	279875	123.34-
00001 WARREN PAVING INC	38189	00202838 20000683 HOT ASPHALT VARI CITY LOC	11/13/20	279875	117.65-
00001 WARREN PAVING INC	38255	00202838 20000684 HOT ASPHALT VARI CITY LOC	11/13/20	279875	61.35-
00001 WARREN PAVING INC	38341	00202838 20000685 HOT ASPHALT VARI CITY LOC	11/13/20	279875	244.15-

WARREN PAVING INC					
Sum					1,978.49-
00001 WHEELER'S JANITORIAL SUP	080420	00202929 20000699 JANIT/SAFETY SUPP COVID-19	11/13/20	279879	791.88-

WHEELER'S JANITORIAL SUP					
Sum					791.88-

Sum					2,232,602.42-

00002 CONNER, TOBARRA	OFFICIAL 11/	00202191	20000195	OFFICIAL-ADULT FLAG FTBALL	11/13/20	279732	105.00-
00002 CONNER, TOBARRA	OFFICIAL 11/	00202194	20000200	OFFICIAL-KICKBALL	11/13/20	279732	60.00-
00002 CONNER, TOBARRA	SPORTS SRVS	00202189	20000205	SPORTS SUPPORT SERVICES	11/13/20	279732	16.00-

CONNER, TOBARRA							
Sum							181.00-
00002 DRAKE, CARALIYHA	SPORTS SRVS	00202192	20000212	SPORTS SUPPORT SERVICES	11/13/20	279736	88.00-

DRAKE, CARALIYHA							
Sum							88.00-
00002 DUNN, ANTHONY B	OFFICIAL 11/	00202191	20000194	OFFICIAL-ADULT FLAG FTBALL	11/13/20	279737	105.00-

DUNN, ANTHONY B							
Sum							105.00-
00002 ECONOMY SUPPLY CO	043929	00203205	20000166	BLDG MATLS CHAIN PARK	11/13/20	279738	203.40-
00002 ECONOMY SUPPLY CO	044007	00203239	20000167	BLDG MATLS GORDONS CREEK	11/13/20	279738	514.75-

ECONOMY SUPPLY CO							
Sum							718.15-
00002 ESTERS, WILLARD (BUTCH)	OFFICIAL 11/	00202190	20000189	OFFICIAL-ADULT SOFTBALL	11/13/20	279744	40.00-

ESTERS, WILLARD (BUTCH)							
Sum							40.00-
00002 EVANS, TANYA	SPORTS SRVS	00202192	20000207	SPORTS SUPPORT SERVICES	11/13/20	279745	110.00-

EVANS, TANYA							
Sum							110.00-
00002 GUTHRIE, JONI S	SPECIAL SRVS	00202195	20000215	SERVS AEROBICS/DANCING	11/13/20	279752	180.00-

GUTHRIE, JONI S							
Sum							180.00-
00002 HAVARD PEST CONTROL INC	1666380	00020213	20000233	SENTRICON SERV TATUM PARK	11/13/20	279754	249.00-
00002 HAVARD PEST CONTROL INC	1669789	00020213	20000234	QTRLY SERV TATUM PARK	11/13/20	279754	69.00-

HAVARD PEST CONTROL INC							
Sum							318.00-
00002 JACKSON MICHAEL THOMAS	PO#203318 10	00203318	20000179	T-BONES RECORDS SIGNAL BX ART	11/13/20	279764	300.00-

JACKSON MICHAEL THOMAS							
Sum							300.00-
00002 JACKSON, TINA	OFFICIAL 11/	00202190	20000191	OFFICIAL-ADULT SOFTBALL	11/13/20	279765	60.00-

JACKSON, TINA							
Sum							60.00-
00002 JERRY'S AUTOMOTIVE REPAI	20836	00203132	20000221	REPRS U#11212 TRUCK	11/13/20	279766	967.05-
00002 JERRY'S AUTOMOTIVE REPAI	20837	00203246	20000222	REPR PTS U#11212 TRUCK	11/13/20	279766	143.95-

JERRY'S AUTOMOTIVE REPAI							
Sum							1,111.00-

00002 JOHNSON, MARCUS J	SPORTS SRVS	00202193	20000214	SPORTS SUPPORT SERVICES	11/13/20	279768	48.00-

JOHNSON, MARCUS J							
Sum							48.00-
00002 KETTLEY, ANNETTE	SPORTS SRVS	00202189	20000202	SPORTS SUPPORT SERVICES	11/13/20	279770	40.00-

KETTLEY, ANNETTE							
Sum							40.00-
00002 KINSEY WELDING	5200	00203313	20000180	REPR TATUM PK SOCCER GOALS	11/13/20	279771	455.00-

KINSEY WELDING							
Sum							455.00-
00002 MARTIN, MAGDALINE	SPECIAL SRVS	00202195	20000217	SERVS JEWELRY CLASSES	11/13/20	279783	48.00-

MARTIN, MAGDALINE							
Sum							48.00-
00002 MCCULLUM, JUSTIN O	SPORTS SRVS	00202192	20000210	SPORTS SUPPORT SERVICES	11/13/20	279784	56.00-

MCCULLUM, JUSTIN O							
Sum							56.00-
00002 MCCULLUM, LORINE	SPORTS SRVS	00202192	20000209	SPORTS SUPPORT SERVICES	11/13/20	279785	88.00-

MCCULLUM, LORINE							
Sum							88.00-
00002 MOSS, SHANIA A	SPORTS SRVS	00202192	20000211	SPORTS SUPPORT SERVICES	11/13/20	279794	24.00-

MOSS, SHANIA A							
Sum							24.00-
00002 MS POWER COMPANY	11/20 PKS/RE	00020213	20000235	MNTHLY ELEC PARKS & REC	11/13/20	279798	952.22-

MS POWER COMPANY							
Sum							952.22-
00002 MS STATE/EMP SECURITY CO	92-00131-0-0	00203389	20000182	UNEMP CLAIMS 3RD QTR 2020	11/13/20	279799	2,541.32-

MS STATE/EMP SECURITY CO							
Sum							2,541.32-
00002 NEWELL PAPER COMPANY	4092967	00202507	20000162	JANIT SUPP GRNDS MAINT	11/13/20	279804	316.00-
00002 NEWELL PAPER COMPANY	4093389	00202507	20000163	JANIT SUPP GRNDS MAINT	11/13/20	279804	307.80-

NEWELL PAPER COMPANY							
Sum							623.80-
00002 O'NEAL, KYLE J	OFFICIAL 11/	00202191	20000197	OFFICIAL-ADULT FLAG FTBALL	11/13/20	279807	60.00-

O'NEAL, KYLE J							
Sum							60.00-
00002 PHILLIPS BARK PROCESSING	141725	00203315	20000220	HARDWOOD MULCH CITY WIDE USE	11/13/20	279814	1,435.00-

PHILLIPS BARK PROCESSING							
Sum							1,435.00-

00002 PINE BELT OIL COMPANY IN 1483989 PKS/ 00203320 20000160 FUEL CARD RPLCMNTS REC MAINT	11/13/20	279816	3.35-

PINE BELT OIL COMPANY IN			
Sum			3.35-
00002 POWELL, RANDY OFFICIAL 11/ 00202194 20000199 OFFICIAL-KICKBALL	11/13/20	279818	60.00-
00002 POWELL, RANDY OFFICIAL 11/ 00202194 20000201 OFFICIAL-KICKBALL	11/13/20	279818	75.00-
00002 POWELL, RANDY SPORTS SRVS 00202189 20000203 SPORTS SUPPORT SERVICES	11/13/20	279818	32.00-
00002 POWELL, RANDY SPORTS SRVS 00202189 20000206 SPORTS SUPPORT SERVICES	11/13/20	279818	96.00-
00002 POWELL, RANDY SPORTS SRVS 00202193 20000213 SPORTS SUPPORT SERVICES	11/13/20	279818	32.00-

POWELL, RANDY			
Sum			295.00-
00002 REGIONS CARDHOLDER SERVI 7079 10/31/2 00202677 20000229 TABLE/BENCH SET SAENGER ALLEY	11/13/20	279826	3,232.41-
00002 REGIONS CARDHOLDER SERVI 7079 10/31/2 00202750 20000230 ALLEYWAY TABLES/CHAIRS	11/13/20	279826	943.27-
00002 REGIONS CARDHOLDER SERVI 7079 10/31/2 00202685 20000231 ART SUPPLIES FOR ARTS CENTER	11/13/20	279826	89.00-
00002 REGIONS CARDHOLDER SERVI 7079 10/31/2 00203148 20000232 EQUIP/SUPP FOR PKS AND REC	11/13/20	279826	548.85-

REGIONS CARDHOLDER SERVI			
Sum			4,813.53-
00002 RUFFIN, SAMAYA J SPORTS SRVS 00202192 20000208 SPORTS SUPPORT SERVICES	11/13/20	279832	88.00-

RUFFIN, SAMAYA J			
Sum			88.00-
00002 SHABAZZ, AMATULLAH SPECIAL SRVS 00202195 20000218 SERVS CRAFTING CLASSES	11/13/20	279836	48.00-

SHABAZZ, AMATULLAH			
Sum			48.00-
00002 SMITH, CARLTON L OFFICIAL 11/ 00202190 20000187 OFFICIAL-ADULT SOFTBALL	11/13/20	279842	40.00-

SMITH, CARLTON L			
Sum			40.00-
00002 SMITH, MARCUS L OFFICIAL 11/ 00202191 20000193 OFFICIAL-ADULT FLAG FTBALL	11/13/20	279843	120.00-

SMITH, MARCUS L			
Sum			120.00-
00002 SOUTHERN ON SITE STORAGE 71729 00196105 20000183 PORTALETS/HANDWASH STA FINAL	11/13/20	279845	1,257.17-

SOUTHERN ON SITE STORAGE			
Sum			1,257.17-
00002 SOUTHERN TIRE MART LLC (2520045400 00201138 20000169 TIRES U#11212 TRUCK	11/13/20	279847	401.52-
00002 SOUTHERN TIRE MART LLC (2520047902 00203241 20000173 TIRE REPR U#20233 MOWER	11/13/20	279847	36.54-

SOUTHERN TIRE MART LLC (			
Sum			438.06-
00002 SPIRE ENERGY 11/20 PKS/RE 00020213 20000236 MNTHLY GAS-PARKS & REC	11/13/20	279850	20.00-

SPIRE ENERGY			
Sum			20.00-
00002 SPORTS ILLUSTRATED PLAY 503509 00203406 20000185 SPORTS REG FEES 10/2020	11/13/20	279851	70.00-

SPORTS ILLUSTRATED PLAY			
Sum			70.00-

00002 TERRELL, WINSTON	OFFICIAL 11/ 00202190 20000190 OFFICIAL-ADULT SOFTBALL	11/13/20	279857	100.00-

TERRELL, WINSTON				
Sum				100.00-
00002 TROTTER, COREY	OFFICIAL 11/ 00202190 20000188 OFFICIAL-ADULT SOFTBALL	11/13/20	279862	40.00-

TROTTER, COREY				
Sum				40.00-
00002 UNITED RENTALS (NORTH AM 185829648-00 00201344 20000174 LIFT RENT PINE ST GARAGE		11/13/20	279867	2,014.68-
00002 UNITED RENTALS (NORTH AM 185829648-00 00201943 20000175 LIFT RENT ADDL AMT PO#201344		11/13/20	279867	1,854.69-
00002 UNITED RENTALS (NORTH AM 1858294648-0 00203317 20000176 LIFT RENT PO#201344/PO#201943		11/13/20	279867	529.45-
00002 UNITED RENTALS (NORTH AM 185829648-00 00201344 20000177 DIESEL PINE ST GARAGE LIFT		11/13/20	279867	90.00-

UNITED RENTALS (NORTH AM				
Sum				4,488.82-
00002 USA BOXING-SOUTHERN ASSN 2021 BOXING 00203309 20000181 2021 BOXING DUES/FEES		11/13/20	279869	375.00-

USA BOXING-SOUTHERN ASSN				
Sum				375.00-
00002 VASQUEZ, LINDA M	OFFICIAL 11/ 00202190 20000186 OFFICIAL-ADULT SOFTBALL	11/13/20	279870	80.00-

VASQUEZ, LINDA M				
Sum				80.00-
00002 WALCK, SUSAN A	SPECIAL SRVS 00202195 20000216 SERVS POTTERY CLASSES	11/13/20	279873	80.00-

WALCK, SUSAN A				
Sum				80.00-
00002 WATTS, AARION L	OFFICIAL 11/ 00202191 20000198 OFFICIAL-ADULT FLAG FTBALL	11/13/20	279878	15.00-

WATTS, AARION L				
Sum				15.00-
00002 WOOD, JOSHUA J	OFFICIAL 11/ 00202191 20000192 OFFICIAL-ADULT FLAG FTBALL	11/13/20	279880	105.00-

WOOD, JOSHUA J				
Sum				105.00-

Sum				99,207.75-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 11/10/20

PERIOD ENDING NOVEMBER 13, 2020

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER OPERATION/MAINT.							
00009 ALLBRITTON CHAIN SAW & L	74338	00201921	20000150	KUBOTA ZERO TURN REPRS SEWER	11/13/20	279695	60.05-
ALLBRITTON CHAIN SAW & L							
Sum							60.05-
00009 ALLIED UNIVERSAL CORP	I1667839	00203289	20000160	CHEMICALS NORTH LAGOON	11/13/20	279696	2,691.45-
00009 ALLIED UNIVERSAL CORP	I1667840	00203289	20000161	CHEMICALS SOUTH LAGOON	11/13/20	279696	4,551.45-
ALLIED UNIVERSAL CORP							
Sum							7,242.90-
00009 BLOSSMAN GAS & APPLIANCE	11477068	00203075	20000136	PROPANE PLANT FORKLIFT	11/13/20	279707	104.00-
BLOSSMAN GAS & APPLIANCE							
Sum							104.00-
00009 BONNER ANALYTICAL TESTIN	72797	00203544	20000162	NPDES MONITORING 10/20 LAGNS	11/13/20	279710	1,838.96-
BONNER ANALYTICAL TESTIN							
Sum							1,838.96-
00009 BRUNINI GRANTHAM GROWER	247023	00203564	20000175	LEGAL SERVS GENERAL-SSO	11/13/20	279713	6,826.75-
00009 BRUNINI GRANTHAM GROWER	247767	00203564	20000176	LEGAL SERVS GENERAL-SSO	11/13/20	279713	7,084.75-
00009 BRUNINI GRANTHAM GROWER	248196	00203564	20000177	LEGAL SERVS GENERAL-SSO	11/13/20	279713	891.00-
00009 BRUNINI GRANTHAM GROWER	248767	00203564	20000178	LEGAL SERVS GENERAL-SSO	11/13/20	279713	3,935.25-
00009 BRUNINI GRANTHAM GROWER	249496	00203564	20000179	LEGAL SERVS GENERAL-SSO	11/13/20	279713	18,850.40-
00009 BRUNINI GRANTHAM GROWER	250032	00203564	20000180	LEGAL SERVS GENERAL-SSO	11/13/20	279713	11,165.75-
BRUNINI GRANTHAM GROWER							
Sum							48,753.90-
00009 CARQUEST AUTO PARTS STOR	14758-149780	00203273	20000129	REPR PTS U#18406 WTR BILLING	11/13/20	279718	55.48-
00009 CARQUEST AUTO PARTS STOR	14758-149811	00203283	20000139	REPR PTS U#21424 SEWER	11/13/20	279718	10.59-
CARQUEST AUTO PARTS STOR							
Sum							66.07-
00009 CERTIFIED LABORATORIES	7148541	00203096	20000138	CHEMICALS SEWER DEPT	11/13/20	279721	2,129.40-
CERTIFIED LABORATORIES							
Sum							2,129.40-
00009 CINTAS CORPORATION #J66	4066051902	00203333	20000132	UNIFORMS 11/02 WTR TRANS	11/13/20	279724	91.68-
00009 CINTAS CORPORATION #J66	4066051902	00203333	20000133	UNIFORMS 11/02 WTR PLANTS	11/13/20	279724	41.49-
00009 CINTAS CORPORATION #J66	4066051902	00203333	20000134	UNIFORMS 11/02 SEWER	11/13/20	279724	28.80-
00009 CINTAS CORPORATION #J66	4066051902	00203333	20000135	UNIFORMS 11/02 MAINTENANCE	11/13/20	279724	14.58-
00009 CINTAS CORPORATION #J66	4066051679	00203332	20000137	MOP/MAT 11/02 WTR PLANTS	11/13/20	279724	21.88-
00009 CINTAS CORPORATION #J66	4065381900	00203347	20000147	UNIFORMS 10/26 WTR SERV MEN	11/13/20	279724	85.01-
00009 CINTAS CORPORATION #J66	4066051692	00203347	20000148	UNIFORMS 11/02 WTR SERV MEN	11/13/20	279724	57.01-
00009 CINTAS CORPORATION #J66	4066708272	00203553	20000170	UNIFORMS 11/09 WTR TRANS	11/13/20	279724	91.68-
00009 CINTAS CORPORATION #J66	4066708272	00203553	20000171	UNIFORMS 11/09 WTR PLANTS	11/13/20	279724	41.49-
00009 CINTAS CORPORATION #J66	4066708272	00203553	20000172	UNIFORMS 11/09 SEWER	11/13/20	279724	28.80-

00009 CINTAS CORPORATION #J66	4066708272	00203553	20000173	UNIFORMS 11/09 MAINTENANCE	11/13/20	279724	14.58-
00009 CINTAS CORPORATION #J66	4066707967	00203551	20000174	MOP/MAT 11/09 WTR PLANTS	11/13/20	279724	21.88-

CINTAS CORPORATION #J66							
Sum							538.88-
00009 CITY OF HATTIESBURG FUND TRF 1ST 11/2	00202177	20000126	TRF 1ST 11/2020	PAYROLL	11/03/20	90037	108,297.11-

CITY OF HATTIESBURG FUND							
Sum							108,297.11-
00009 COURTNEY'S RESTAURANT EQ 13705	00203466	20000157	ICE MACHINE MAINT WTR BILLING		11/13/20	279733	250.00-

COURTNEY'S RESTAURANT EQ							
Sum							250.00-
00009 EQUIPMENT INC	165503709	00203173	20000158	REPAIRS TO BOBCAT WTR TRANS	11/13/20	279743	1,210.98-

EQUIPMENT INC							
Sum							1,210.98-
00009 HAVARD PEST CONTROL INC	1669440	00020213	20000164	QTRLY SERV WTR LKVV UPPER	11/13/20	279754	50.00-
00009 HAVARD PEST CONTROL INC	1669443	00020213	20000165	QTRLY SERV E LAUREL STA	11/13/20	279754	40.00-
00009 HAVARD PEST CONTROL INC	1669444	00020213	20000166	QTRLY SERV N LAGOON STA	11/13/20	279754	40.00-

HAVARD PEST CONTROL INC							
Sum							130.00-
00009 MORGAN, C J INC	2020084	00203257	20000130	HBURG HIGH FIRE TAP	11/13/20	279793	8,522.20-
00009 MORGAN, C J INC	2020076	00203257	20000131	WTR BILLING 7/31-9/16/2020	11/13/20	279793	45,356.06-

MORGAN, C J INC							
Sum							53,878.26-
00009 MS POWER COMPANY	11/20 W&SO&M	00020213	20000167	MNTHLY ELEC W&SO&M	11/13/20	279798	36,005.68-

MS POWER COMPANY							
Sum							36,005.68-
00009 MS STATE/EMP SECURITY CO 92-00131-0-0	00203389	20000151	UNEMP CLAIMS 3RD QTR 2020		11/13/20	279799	3,258.64-

MS STATE/EMP SECURITY CO							
Sum							3,258.64-
00009 NEWELL PAPER COMPANY	4094884	00203044	20000149	TRASH BAGS SEWER GRNDS CREW	11/13/20	279804	122.52-

NEWELL PAPER COMPANY							
Sum							122.52-
00009 OWENS BUSINESS MACHINES	408866	00203365	20000155	IMAGERUNNER/COPIER WTR PLT#2	11/13/20	279810	765.00-

OWENS BUSINESS MACHINES							
Sum							765.00-
00009 PATTERSON AUTO ELECTRIC	80812	00203370	20000159	REPRS U#21382 SEWER DEPT	11/13/20	279812	409.99-

PATTERSON AUTO ELECTRIC							
Sum							409.99-
00009 PEARL RIVER VALLEY EPA (11/20 W&SO&M	00020213	20000168	MNTHLY 11/20	PUBLIC SERVICES	11/13/20	279813	953.46-

PEARL RIVER VALLEY EPA (							
Sum							953.46-

00009 PINE BELT OIL COMPANY IN 1483989 W&SO 00203320 20000127 FUEL CARD RPLCMNT CUST ACCTS	11/13/20	279816	3.35-

PINE BELT OIL COMPANY IN			
Sum			3.35-
00009 REGIONS CARDHOLDER SERVI 7079 10/31/2 00202930 20000163 HAND TOOLS WTR SERVICE MEN	11/13/20	279826	51.03-

REGIONS CARDHOLDER SERVI			
Sum			51.03-
00009 RJM MCQUEEN CONTRACTING 2250 00203259 20000140 AUGUST 2020 PUMPS/REPAIRS	11/13/20	279829	31,053.52-
00009 RJM MCQUEEN CONTRACTING 2251 00203259 20000141 ELEC REPRS 8/2020 LIFT STATNS	11/13/20	279829	4,105.28-
00009 RJM MCQUEEN CONTRACTING 2255 00203259 20000142 9/2020 PUMPING	11/13/20	279829	1,150.00-
00009 RJM MCQUEEN CONTRACTING 2256 00203259 20000143 JH WRIGHT BILLING 9/2020	11/13/20	279829	21,604.80-
00009 RJM MCQUEEN CONTRACTING 2257 00203259 20000144 ELEC REPRS 9/2020 LIFT STATNS	11/13/20	279829	3,554.38-
00009 RJM MCQUEEN CONTRACTING 2258 00203259 20000145 MONTHLY BILLING 10/18	11/13/20	279829	38,082.27-

RJM MCQUEEN CONTRACTING			
Sum			99,550.25-
00009 SOUTHERN PINE ELECTRIC P 11/20 W&SO&M 00020212 20000169 MNTHLY 11/20 PUBLIC SERVICES	11/13/20	279846	334.34-

SOUTHERN PINE ELECTRIC P			
Sum			334.34-
00009 SPEEDY PRINTING & SIGNS 28350 00203114 20000156 ENVELOPES WTR BILLING	11/13/20	279849	531.75-

SPEEDY PRINTING & SIGNS			
Sum			531.75-
00009 STANDARD OFFICE SUPPLY C 5203283-0 00203105 20000152 OFFICE SUPP WTR BILLING	11/13/20	279852	42.81-
00009 STANDARD OFFICE SUPPLY C 5203282-0 00203105 20000153 OFFICE SUPP WTR BILLING	11/13/20	279852	178.34-
00009 STANDARD OFFICE SUPPLY C 5203336-0 00203105 20000154 OFFICE SUPP WTR BILLING	11/13/20	279852	109.99-

STANDARD OFFICE SUPPLY C			
Sum			331.14-
00009 ULINE 125793100 00203097 20000146 OFFICE SUPP WTR BILLING	11/13/20	279864	237.78-

ULINE			
Sum			237.78-

Sum			367,055.44-

Date - 11/10/20

Check
Amount

228,000.00-

228,000.00-

522,331.02-

522,331.02-

20.96-

20.96-

750,351.98-

- 11/10/20

Check
Amount

454.40-

454.40-

266.21-

720.61-

PERIOD ENDING NOVEMBER 13, 2020

Date - 11/10/20

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
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Check
Date

Check
No.

Check
Amount

2011 TIF B&I-KOHL'S

00025	FIRST NATL BANK OF CLARK	10/15/20	00202181	20000001	INTEREST PYMT DUE	12/1/20	11/03/20	250002	2,125.00-
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FIRST NATL BANK OF CLARK

Sum	2,125.00-
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CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 11/10/20

PERIOD ENDING NOVEMBER 13, 2020

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
TAX COLLECTOR'S FUND							
00027 LIBRARY, THE	10/20 MILLAG	00202168	20000015	OCT MILLAGE DIST IN NOV	11/05/20	270074	7,285.68-

LIBRARY, THE							7,285.68-
Sum							-----
							7,285.68-
Sum							-----

Date - 11/10/20

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
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Check
Date

Check
No.

Check
Amount

2015A TIF B&I-RIDGE/TURTLE CRK

00050 FIRST NATIONAL BANK OF C 10/15/20

00202180 20000001 PRIN/INT PYMT DUE 12/1/20

11/03/20

500002

94,032.50-

FIRST NATIONAL BANK OF C

Sum

94,032.50-

Sum

94,032.50-

Date - 11/10/20

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
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Check
Date

Check
No.

Check
Amount

2015B TIF B&I-MIDTOWN MARKET

00051 FIRST NATIONAL BANK OF C 10/15/20

00202182 20000001 PRIN/INT PYMT DUE 12/1/20

11/03/20

510003

15,647.50-

FIRST NATIONAL BANK OF C

Sum

15,647.50-

Sum

15,647.50-

- 11/10/20

SHOWS DEARMAN & WAITS IN	
Sum	7,550.75-

Sum	23,686.42-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 11/10/20

PERIOD ENDING NOVEMBER 13, 2020

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MASS TRANSIT FUND							
00073 AIRDESIGNS SIGN & GRAFFI	PO#201685	9/ 00201685	20000038	PARKING SIGN DIV MGR RUSSELL	11/13/20	279694	45.00-

AIRDESIGNS SIGN & GRAFFI							45.00-
Sum							43,322.37-
00073 CITY OF HATTIESBURG FUND	TRF 1ST 11/2	00202177	20000034	TRF 1ST 11/2020 PAYROLL	11/03/20	730036	43,322.37-

CITY OF HATTIESBURG FUND							
Sum							43,322.37-
00073 EMPIRE TRUCK SALES (H'BU	RE006033175:	00203424	20000049	BRAKE REPR U#16234	11/13/20	279742	1,113.14-
00073 EMPIRE TRUCK SALES (H'BU	RE006033089:	00203425	20000050	REPRS U#16235 BUS	11/13/20	279742	1,355.75-

EMPIRE TRUCK SALES (H'BU							
Sum							2,468.89-
00073 GILLIG LLC	40736390	00202501	20000043	REPR PTS U#16235 BUS	11/13/20	279749	1,161.23-
00073 GILLIG LLC	40739367	00202680	20000044	REPR PTS U#16235 & U#16234	11/13/20	279749	1,141.55-
00073 GILLIG LLC	40744553	00203022	20000045	REPR PTS U#16234 & U#16235	11/13/20	279749	706.90-
00073 GILLIG LLC	40748560	00203262	20000046	REPR PTS U#16235 BUS	11/13/20	279749	74.30-

GILLIG LLC							
Sum							3,083.98-
00073 GROVE TRANSIT	JARC PROG 9/	00203478	20000051	JARC TRIPS 9/27-10/10/2020	11/13/20	279751	4,431.50-
00073 GROVE TRANSIT	JARC PROG 10	00203479	20000052	JARC TRIPS 10/11-24/2020	11/13/20	279751	4,302.00-

GROVE TRANSIT							
Sum							8,733.50-
00073 HANDI-HUT INC	0024671-IN	00202164	20000039	BUS STOP SHELTER UNITS	11/13/20	279753	25,120.00-

HANDI-HUT INC							
Sum							25,120.00-
00073 MOBILITY SYSTEMS INC	8232	00201452	20000040	REPAIRS U#16760 BUS	11/13/20	279790	442.00-

MOBILITY SYSTEMS INC							
Sum							442.00-
00073 PINE BELT OIL COMPANY IN	1483989 MASS	00203320	20000035	FUEL CARD RPLCMNT MASS TRANS	11/13/20	279816	3.35-

PINE BELT OIL COMPANY IN							
Sum							3.35-
00073 UNIVERSITY TIRE & SERVIC	INV162913	00202678	20000041	TIRES U#20462	11/13/20	279868	337.56-
00073 UNIVERSITY TIRE & SERVIC	INV162917	00202678	20000042	TIRES U#20461	11/13/20	279868	483.72-
00073 UNIVERSITY TIRE & SERVIC	INV163433	00203328	20000047	ROTATE TIRES U#20461	11/13/20	279868	60.00-
00073 UNIVERSITY TIRE & SERVIC	INV163444	00203328	20000048	ROTATE TIRES U#20462	11/13/20	279868	60.00-

UNIVERSITY TIRE & SERVIC							
Sum							941.28-

00073 WATERS INTERNATIONAL TRU 08S821729	00200735 20000037 REPRS U#18572 PARATRANSIT	11/13/20	279877	4,633.21-

WATERS INTERNATIONAL TRU				
Sum				4,633.21-

Sum				88,793.58-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 11/10/20

PERIOD ENDING NOVEMBER 13, 2020

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY CENTERS' FUND							
00077 CAPONIS, CANDICE (REFUND CULTURAL CEN	00202197	20000043	DAMAGE DEPOSIT REFUND	11/13/20	279716	250.00-	

CAPONIS, CANDICE (REFUND						250.00-	
Sum						21,149.41-	
00077 CITY OF HATTIESBURG FUND TRF 1ST 11/2	00202177	20000034	TRF 1ST 11/2020 PAYROLL	11/03/20	770037	21,149.41-	

CITY OF HATTIESBURG FUND							
Sum						21,149.41-	
00077 EDDIE PEARSON ROOFING, L 1278	00198283	20000038	AUDITORIUM ROOF REPRS MCNAIR	11/13/20	279739	2,355.88-	

EDDIE PEARSON ROOFING, L						2,355.88-	
Sum						1,200.00-	
00077 GILLILANDS ELECTRONICS S 3755	00203019	20000040	INTERNET SRV ARTS CN/CULT CTR	11/13/20	279750	1,200.00-	

GILLILANDS ELECTRONICS S						1,200.00-	
Sum						819.75-	
00077 INNOVATIVE SERVICE SOLUT 20200152	00202906	20000041	SEMI ANNUAL AED MNT COMM CTRS	11/13/20	279760	819.75-	

INNOVATIVE SERVICE SOLUT						819.75-	
Sum						131.28-	
00077 MCELHANEY PLUMBING INC 285469	00203234	20000036	PLUMB SUPP MCNAIR RESTROOM	11/13/20	279786	131.28-	

MCELHANEY PLUMBING INC						131.28-	
Sum						2,435.29-	
00077 MS POWER COMPANY 11/20 COMM C 00020213	20000044	MNTHLY ELEC-COMM CENTERS	11/13/20	279798	2,435.29-		

MS POWER COMPANY						2,435.29-	
Sum						45.18-	
00077 MS STATE/EMP SECURITY CO 92-00131-0-0	00203389	20000037	UNEMP CLAIMS 3RD QTR 2020	11/13/20	279799	45.18-	

MS STATE/EMP SECURITY CO						45.18-	
Sum						98.37-	
00077 SPIRE ENERGY 11/20 COMM C 00020213	20000045	MNTHLY GAS-COMM CENTERS	11/13/20	279850	98.37-		

SPIRE ENERGY						98.37-	
Sum						323.90-	
00077 WHEELER'S JANITORIAL SUP 080402	00203230	20000039	JANIT SUPP COMM CENTERS	11/13/20	279879	323.90-	

WHEELER'S JANITORIAL SUP						323.90-	
Sum							

00077 WYNN, JOANNE (REFUND)	CE ROY CENTE 00202197 20000042 DAMAGE DEPOSIT REFUND	11/13/20	279881	100.00-

WYNN, JOANNE (REFUND)				100.00-
Sum				-----
				28,909.06-

Date - 11/10/20

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
------	-------------

Check
Date

Check
No.

Check
Amount

PUBLIC SAFETY/REC CONSTRUCTION

00088 JENNINGS RUSSELL

FILE NO. 202 00203443 20000009 RIGHT OF WAY PUR-HALL ST OVRPS

11/06/20

880015

760.00-

JENNINGS RUSSELL

Sum

760.00-

00088 NEEL-SCHAFFER INC

1067724

00203520

20000010

SRVS HALL AVE OVERPASS

11/13/20

279803

10,727.84-

00088 NEEL-SCHAFFER INC

1067692

00203522

20000011

SRVS HALL AVE OVERPASS DESIGN

11/13/20

279803

5,573.64-

NEEL-SCHAFFER INC

Sum

16,301.48-

Sum

17,061.48-

Grand Total Level

Sum

3,880,506.39-