



**Tuesday, January 19, 2021
4:00 PM**

**City Council
Tuesday Meeting Agenda**

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

Public Hearing

- 1. 2021-16** Hold public hearing for appeal filed by Tracy Parker, Owner, to appeal the Planning Commission's recommendation for the petition filed by Tracy Parker, Owner, to change the zoning classification for a certain property located at 512 North Washington Avenue (PPIN 12551, Ward 5) from Section 4.5.5, R-1C (Single Family Residential) District to Section 4.5.2, A-2 (Agricultural Residential) District). Hattiesburg Planning Commission recommended to Deny on December 2, 2020.

Call to Prayer and Pledge of Allegiance

Presentation Agenda

Citizens' Forum

POLICY AGENDA

- 1. 2021-32** Approve the minutes for the January 4, & 5, 2021 meetings of the City Council.
- 2. 2021-17** Adopt an Ordinance for the petition by Tracy Parker, Owner, to change the zoning classification for a certain property located at 512 North Washington Avenue (Parcel 2-042E-26-212.00, PPIN 12551, Ward 5) from Section 4.5.5, R-1C (Single Family Residential) District to Section 4.5.2, A-2 (Agricultural Residential) District. The Planning Commission recommended to Deny on December 2, 2020.
- 3. 2021-18** Adopt an Ordinance for the petition filed by Marian and Jas Howard, Owners to change the zoning classification for a certain property located at 806 W 7th Street (Parcel 2-029E-04-078.00, PPIN 23500, Ward 2) from Section 4.5.5, R-1C (Single-Family Residential) District to Section 4.5.9, B-2 (Neighborhood Business) District. The Planning Commission recommended to Approve on January 6, 2021.

4. **2021-1** Adopt an Ordinance establishing and regulating mobile food vending units within the City of Hattiesburg.
5. **2021-19** Approve or Deny a petition filed by Christian Joseph Gibbons, Owner, and Rion Snowden, Architect to request a variance from Section 6, Table 6.1 “Minimum Side Setback” for R-1A, “10 feet”, and instead allow a side setback of zero (0) feet for a variance of ten (10) feet along Hillendale Drive for a proposed building addition located at 2931 Laramie Circle (Parcel 2-039F-18-163.00, PPIN 24767; Ward 3). The Board of Adjustment recommended to Approve on January 6, 2021.
6. **2021-20** Approve or Deny a petition filed by Greg Brou, Representative, and Cliff Hensarling, Contractor to request a variance from Section 10, Table 10.6-2 “Sign Message Area” for Wall Signs, “For B-5- maximum of 15% of the single wall, 350 square feet max” and instead allow for a maximum message area square footage of seven hundred fifty-six (756) square feet, for a variance of four hundred six (406) square feet for proposed signage located 103 Medical Park (Parcel 2-040B-29-001.01, PPIN 42635, Ward 5). The Board of Adjustment recommended to Approve on January 6, 2021.
7. **2021-25** Adopt the January 19, 2021 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.
8. **2021-29** Adopt a Resolution authorizing Requisition No. 77 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.
9. **2021-40** Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Kohler for a period not to exceed ten (10) years, commencing on December 31, 2019 and ending on December 31, 2029, with a true value of \$39,524,317,81 or the amount approved by The Mississippi Department of Revenue.
10. **2021-39** Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Sofidel America Corp. for a period not to exceed ten (10) years, commencing on December 31, 2015 and ending December 31, 2025.
11. **2021-8** Approve Lighting Agreement with Mississippi Power Company for additional lighting in area around S 38th Avenue and Mandalay Drive for a monthly increase of \$66.64, and authorize Mayor to execute the same.
12. **2021-9** Approve Lighting Agreement with Mississippi Power Company for additional lighting at Kamper Park parking lot for a monthly increase of \$19.33, and authorize Mayor to execute the same.
13. **2021-11** Approve Lighting Agreement with Mississippi Power Company for additional lighting at 1906 Edwards Street for a monthly increase of \$10.61, and authorize Mayor to execute the same.

14. 2021-33 Approve an Interlocal Agreement between the City of Hattiesburg and Dixie Community Utility Association, Inc. for certain utility services and authorize the Mayor to execute the same, contingent upon Attorney General's Approval.
15. 2021-34 Approve an Interlocal Agreement between the City of Hattiesburg and Arnold Line Water Association for certain utility services and authorize the Mayor to execute the same contingent upon Attorney General's Approval.
16. 2021-36 Approve Agreement between Mississippi State Fire Academy (MSFA) and the Hattiesburg Fire Department for the administration of the National CPAT test, allowance of Fire Department staff to attend and authorize the Mayor's designee to execute the same.
17. 2021-12 Approve Addendum to Service Agreement with MCCi for scanning, converting, indexing and hosting of Minute Books and authorize the Mayor to execute the same.
18. 2021-7 Authorize settlement of doubtful and disputed claim growing out of the City's acquisition of property along West 4th Street in Forrest County Civil Action No. CO19-207 in the amount of \$25,000.00 as per the Release of Liability attached. Authorize issuance of manual check for the same.
19. 2021-22 Authorize acquisition of a portion of a parcel of property identified as Forrest County Parcel No. 2-037D-14-128-00 (PPIN 022074) for the Hall Avenue Overpass Project for the price of \$800.00. The Council previously determined the just compensation for the property to be \$620.00, but reasonable efforts to negotiate an agreement have failed, and the Council finds that an administrative settlement in the amount of \$800.00 is reasonable, prudent and in the best interests of the public; Authorize Mayor to execute any and all documents required to complete the transaction; Authorize issuance of a manual check in payment upon closing of transaction.
20. 2021-24 Acknowledge receipt of proposals for the creation of a Transit Master Plan; approve a Professional Services Agreement with Neel-Schaffer, Inc. and authorize the Mayor to execute the same in triplicate (proposals on file with the Office of the City Clerk).
21. 2021-42 Ratify and confirm the Mayor's appointment of Thomas W. Griffin, Jr (W3) to the Municipal Election Commission to fill the unexpired term of Steve Willis, for a term beginning January 19, 2021 and ending June 30, 2021.
22. 2021-43 Ratify and confirm the Mayor's appointment of Michael Marks (W5) to the Municipal Election Commission to fill the unexpired term of Kimberly-Joy Miri , for a term beginning January 19, 2021 and ending June 30, 2021.
23. 2021-31 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. **2021-2** Acknowledge receipt of Privilege Tax License Monthly Report for December 2020.
2. **2021-26** Acknowledge Proof of Publications for the month of December 2020.
3. **2021-27** Acknowledge receipt of three quitclaim deeds in relation to the acquisition of a portion of Forrest County Tax Parcel No. 2-037D-14-084.00 (PPIN 022032) for the Hall Avenue Overpass East project; Authorize issuance of manual check in payment.
4. **2021-23** Acknowledge receipt of the PERS Annual Valuation for Mississippi Municipal Systems as of June 30, 2020
5. **2021-21** Acknowledge receipt of the 2020 Floodplain Management Plan (FMP) and Program for Public Information (PPI) Annual Evaluation Reports as required for the NFIP Community Rating System.
6. **2021-28** Acknowledge receipt of executed deed in relation to acquisition of Forrest County Tax Parcel No. 2-037D-14-126.00 (PPIN 022052) for the Hall Avenue Overpass East project.
7. **2021-35** Acknowledge bids received January 7, 2021 for the Ditch and Waterways Herbicide spraying for the City of Hattiesburg and accept the bid of Hardy Vegetation Management.
8. **2021-6** Acknowledge receipt of bid received on January 7, 2021, for Legal Advertising for the City of Hattiesburg and accept the bid of Hub City Spokes as the best and only bid received.
9. **2021-10** Approve and authorize issuance of manual checks for CDBG Program Claims per attached Memorandum. {Entitlement CDBG}
10. **2021-4** Approve and authorize publication of Notice for Request for Qualifications for Qualified Eligible Contractors for the City of Hattiesburg's CDBG/HOME Programs {Entitlement}
11. **2021-13** Approve Specifications and Authorize Publication of Advertisement for Term Bid Item #3 - Ready Mix Concrete for the City of Hattiesburg
12. **2021-14** Approve Specifications and Authorize Publication of Advertisement for Term Bid Item #25 - Concrete & Brick Transportation Structures for the City of Hattiesburg
13. **2021-15** Approve Specifications and Authorize Publication of Advertisement for Term Bid Item #33 - Crushed Concrete for the City of Hattiesburg
14. **2021-5** Approve the sale of grave spaces, per attached memo's, Receipts, and Deeds.
15. **2021-38** Approve claims docket for the period ending January 15, 2021.

In Memoriam:

- Mr. Theodore Bilbo Bailey, Jr.
- Mrs. Doris Knight Bowen
- Mrs. Andrea Kent Chavis
- Mrs. Niwanna Hughes Graves
- Mrs. Sabrina Allen
- Mr. Brady Jones
- Mr. Tommy Hall, Jr.
- Mrs. Kizzy Smith
- Ms. Simona Cox
- Mr. Cleveland Madison
- Mr. David Wayne McCoy
- Mr. Earnest Perkins

Meeting Adjourn



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ginger Lowrey, Planning Administrator

cc: Andrew Ellard, Director

Date: Tuesday, January 19, 2021

Re: Hold public hearing for appeal filed by Tracy Parker, Owner, to appeal the Planning Commission's recommendation for the petition filed by Tracy Parker, Owner, to change the zoning classification for a certain property located at 512 North Washington Avenue (PPIN 12551, Ward 5) from Section 4.5.5, R-1C (Single Family Residential) District to Section 4.5.2, A-2 (Agricultural Residential) District). Hattiesburg Planning Commission recommended to Deny on December 2, 2020.
File Number: 2021-16
Minute Book #

Summary

Hold Appeal Hearing - 512 North Washington Avenue – Zoning change

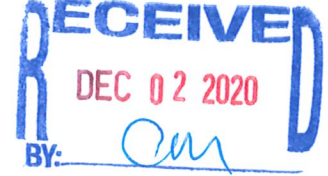
Recommendation Statement

Hold Appeal Hearing - 512 North Washington Avenue – Zoning change

Please place this on the January 19, 2021 City Council meeting for consideration.



Send to:
Andrew Ellard, Director of Urban Development
Dept. of Urban Development
P.O. Box 1898
Hattiesburg, MS 39403
601.545.4599 or fax 601.545.1962



**REQUEST TO APPEAL PLANNING COMMISSION OR BOARD OF ADJUSTMENTS
RECOMMENDATION**

Today's Date: <i>Dec - 02</i>
Planning Commission or Board of Adjustment Date: (Appeals must be made within ten consecutive days of the recommendation)
Name of Property Owner/Petitioner: <i>Tracy Parker</i>
Name of Person Requesting Appeal Hearing: <i>Tracy Parker</i>
Mailing Address of Person Requesting Appeal Hearing: <i>P.O. Box 1261</i>
Address of Petitioned Property: <i>512 North Washington</i>
Petitioner's Request of the Planning Commission or Board of Adjustments: <i>Rezone to A-2</i>
Planning Commission or Board of Adjustment's Recommendation: Approve ☐ or Deny ☒

I/We hereby APPEAL the Planning Commission or Board of Adjustment's Recommendation for the above reference petition and request to hold a Public Hearing before the Hattiesburg City Council.

Tracy Parker

Appellant (print)

[Signature]

Appellant (signature)

FILED

DEC 02 2020

BY *[Signature]*
CITY CLERK
DEPUTY C



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ronda Cole, Clerk of Council

cc:

Date: Tuesday, January 19, 2021

Re: Approve the minutes for the January 4, & 5, 2021 meetings of the City Council.
File Number: 2021-32
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 January 19, 2021 City Council meeting for consideration.

Published Agenda



Monday, January 4, 2020 4:00 PM	City Council Monday Meeting Agenda	Jackie Dole Community Center 220 W. Front Street
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Call to Order

Agenda Review

Citizens' Forum

Work Session

- | | | |
|-----------|-----------------|---|
| 1. | 2020-969 | Overview of Code of Ordinances, presented by City Clerk Kermas Eaton. |
| 2. | 2020-965 | Ward 2 paving schedule, requested by Councilwoman Deborah Delgado. |
| 3. | 2020-966 | Status of junkyards in Ward 2, requested by Councilwoman Deborah Delgado. |
| 4. | 2020-967 | Dumping, requested by Councilwoman Deborah Delgado. |

Meeting Recess

Call to Order

BE IT REMEMBERED that the **Agenda Review meeting of the Hattiesburg City Council was held at 4:00 p.m. Monday, January 4, 2021**, in the Jackie Dole Community Center Auditorium; same being a recessed meeting from December 22, 2020.

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

Council President Carroll Called the meeting to order.

Agenda Review

Council President Carroll proceeded with the Agenda Review.

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

Citizens' Forum

Council Vice President Dryden proceeded with the Citizens' Forum.

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

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

Council Vice President Dryden closed the Citizen Forum.

Work Session

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

- 1. **2020-969** Overview of Code of Ordinances, presented by City Clerk Kermas Eaton.
- 2. **2020-965** Ward 2 paving schedule, requested by Councilwoman Deborah Delgado.
- 3. **2020-966** Status of junkyards in Ward 2, requested by Councilwoman Deborah Delgado.
- 4. **2020-967** Dumping, requested by Councilwoman Deborah Delgado.

Meeting Recess

Council President Carroll declared the meeting **recessed at 4:31 p.m., this 4th day of January, 2021**, by unanimous consent, until the 22nd day of January, 2021.

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor

Published Agenda



**Tuesday, January 5, 2020
5:00 PM**

**City Council
Tuesday Meeting Agenda**

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

Call to Order

Call to Prayer and Pledge of Allegiance

Presentation Agenda

Agenda Adjustments

- Add Addendum to Routine Item #4 (Claims Docket) at the request of the Administration.

POLICY AGENDA

- | | | |
|----|-----------------|--|
| 1. | 2020-964 | Approve the minutes for the December 21 & 22, 2020 meetings of the City Council. |
| 2. | 2020-956 | Adopt a Resolution authorizing Requisition No. 76 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. |
| 3. | 2020-955 | Approve lighting agreement with Mississippi Power for additional lighting on Golf Course Road and near the National Guard Armory on U S Hwy 49 for a monthly increase of \$21.22; Authorize Mayor to execute. |
| 4. | 2020-958 | Approve Sponsorship Agreement between the City of Hattiesburg and the Hattiesburg Athletic Booster Club (HABC) for advertisement sponsorship as outlined in the attached agreement, in accordance with Mississippi 17-3-1, in an amount not to exceed \$25,000.00 and authorize the Mayor to execute the same. |
| 5. | 2020-961 | Ratify and confirm the Mayor's appointment of Nicholas Fairley to the Southeast Mississippi Community Investment Corporation Board of Directors for a 3-year term beginning January 5, 2021 and ending January 4, 2024. |
| 6. | 2020-962 | Ratify and confirm the Mayor's appointment of Amber D. Sumrall to the Southeast Mississippi Community Investment Corporation Board of Directors for a 3-year term beginning January 5, 2021 and ending January 4, 2024. |
| 7. | 2020-968 | Acknowledge bids received December 17, 2020 for the Longleaf Heights North Area Infrastructure Improvements Project and accept the bid from Hemphill Construction Company in the amount of \$2,730,000.00; Authorize Mayor to execute contracts upon preparation. (See COH Memo) |

ROUTINE AGENDA

- | | | |
|----|-----------------|--|
| 1. | 2020-957 | Acknowledge receipt of the two-quote docket as provided for in 31-7-13(b) of the Mississippi Code of 1972. |
| 2. | 2020-960 | Acknowledge receipt of bid received on December 23, 2020, for one Single Axle Knuckleboom, and accept the bid from Truckworx as the only bid received. |
| 3. | 2020-963 | Acknowledge receipt of proposals received December 17, 2020 for two (2) Year Depositories and accept all proposals received. |
| 4. | 2020-959 | Approve claims docket for the period ending December 31, 2020. |

In Memoriam:

- Ms. Lexiana Gholar
- Mr. Adrian Cox
- Rev. Willard Alfred Young
- Representative Nolan Mettetal
- Representative Gary Staples
- Mr. Joseph Ray Forte
- Mr. Javier Moreno
- Mr. Richard Bates

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, January 5, 2021, in the Jackie Dole Community Center Auditorium; same being a recessed meeting from January 4, 2021.

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 Director of Administration/City Clerk, Kermas Eaton; City Attorney, Randy Pope; Clerk of Council, Ronda S. Cole; Deputy Clerk of Council, Lisa Luu; City staff members; media; and the public.

Council President Carroll Called the meeting to order.

Call to Prayer and Pledge of Allegiance

The prayer was given by Kermas Eaton.

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.

Agenda Adjustments

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Add Addendum to Routine Item #4 (Claims Docket) at the request of the Administration.

1. **2021-3** Addendum to the claims docket.

Attachments: Addendum to the claims docket

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

POLICY AGENDA

The POLICY AGENDA came before the Council.

1. **2020-964** Approve the minutes for the December 21 & 22, 2020 meetings of the City Council.

Attachments: 12-21-2020 PH, AR Mins.
 12-22-2020 Mins.

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Approve the minutes for the December 21 & 22, 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. **2020-956** Adopt a Resolution authorizing Requisition No. 76 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: 2016 Bond Resolution No. 76
 Project Resolution Requisition 2016 Bonds No. 76

A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to Adopt a Resolution (#2021-1) authorizing Requisition No. 76 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

3. **2020-955** Approve lighting agreement with Mississippi Power for additional lighting on Golf Course Road and near the National Guard Armory on U S Hwy 49 for a monthly increase of \$21.22; Authorize Mayor to execute.

Attachments: MS Power-Golf Course Rd & National Guard on Hwy 49

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Approve lighting agreement with Mississippi Power for additional lighting on Golf Course Road and near the National Guard Armory on U S Hwy 49 for a monthly increase of \$21.22; 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

4. **2020-958** Approve Sponsorship Agreement between the City of Hattiesburg and the Hattiesburg Athletic Booster Club (HABC) for advertisement sponsorship as outlined in the attached agreement, in accordance with Mississippi 17-3-1, in an amount not to exceed \$25,000.00 and authorize the Mayor to execute the same.

Attachments: 2021 HABC-COH Sponsorship Letter

A MOTION was made by Council Member Brown and seconded by Council Member George to Approve Sponsorship Agreement between the City of Hattiesburg and the Hattiesburg Athletic Booster Club (HABC) for advertisement sponsorship as outlined in the attached agreement, in accordance with Mississippi 17-3-1, in an amount not to exceed \$25,000.00 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

5. **2020-961** Ratify and confirm the Mayor's appointment of Nicholas Fairley to the Southeast Mississippi Community Investment Corporation Board of Directors for a 3-year term beginning January 5, 2021 and ending January 4, 2024.

*Upon the City Attorney's recommendation, the Council made the following finding:

[Accept the bid of Hemphill Construction Company as the lowest and best bid for the Longleaf Heights North Area Infrastructure Improvements Project in the amount of \$2,730,000.00.

The Council finds that Grady Crawford Construction Co., Inc., submitted a bid of \$2,725,038.00, but that it, as a nonresident bidder, failed to attach to its bid a copy of its resident state’s current law pertaining to such state’s treatment of nonresident contractors as required by Miss. Code Ann. § 31-3-21 (3), and, consequently, the bid of Grady Crawford Construction Co., Inc., must be rejected and not considered for award, so that the lowest and best bid is Hemphill Construction Company.

The Council further finds that even if the bid of Grady Crawford Construction Co. was not rejected for statutory noncompliance as set forth above, the bid of Hemphill Construction Company was less than two tenths of one percent (.18%) more than Grady Crawford Construction Co.’s bid (being a difference of \$4,962.00), so that the bids of the two companies were substantially equal.]

A MOTION was made by Council Member George and seconded by Council Member Brown to Ratify and confirm the Mayor's appointment of Nicholas Fairley to the Southeast Mississippi Community Investment Corporation Board of Directors for a 3-year term beginning January 5,2021 and ending January 4, 2024.

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.

2020-962

Ratify and confirm the Mayor's appointment of Amber D. Sumrall to the Southeast Mississippi Community Investment Corporation Board of Directors for a 3-year term beginning January 5,2021 and ending January 4, 2024.

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Ratify and confirm the Mayor's appointment of Amber D. Sumrall to the Southeast Mississippi Community Investment Corporation Board of Directors for a 3-year term beginning January 5,2021 and ending January 4, 2024.

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.

2020-968

Acknowledge bids received December 17, 2020 for the Longleaf Heights North Area Infrastructure Improvements Project and accept the bid from Hemphill Construction Company in the amount of \$2,730,000.00; Authorize Mayor to execute contracts upon preparation. (See COH Memo)

Attachments: [11290_TL Wallace_Bid](#)
[11290_Hemphill Construction_Bid](#)
[11290_Grady Crawford_Bid](#)
[11290_CB Developers_Bid](#)
[11290_Bid Tabulation and Bids_trans wBid Tab](#)
[COH – Memo](#)

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Acknowledge bids received December 17, 2020 for the Longleaf Heights North Area Infrastructure Improvements Project and accept the bid from Hemphill Construction Company in the amount of \$2,730,000.00; Authorize Mayor to execute contracts upon preparation. (See COH Memo)

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

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

2020-957

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

3016 FINAL

3019 FINAL

3020 FINAL

3021 FINAL

3022 FINAL

3023 FINAL

3024 FINAL

3032 FINAL

3037 FINAL

UAB_20201228094936
2.

2020-960

Acknowledge receipt of bid received on December 23, 2020, for one Single Axle Knuckleboom , and accept the bid from Truckworx as the only bid received.
- Attachments:

single axle kb-truckworx
3.

2020-963

Acknowledge receipt of proposals received December 17, 2020 for two (2) Year Depositories and accept all proposals received.
- Attachments:

Regions 2020

Bancorp South 2020

Great Southern Bank 2020

Community Bank 2020

The First 2020

Trustmark 2020
4.

2020-959

Approve claims docket for the period ending December 31, 2020.
- Attachments:

Docket 12.31.20

In Memoriam:

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

- Ms. Lexiana Gholar
- Mr. Adrian Cox
- Rev. Willard Alfred Young
- Representative Nolan Mettetal
- Representative Gary Staples
- Mr. Joseph Ray Forte
- Mr. Javier Moreno

- Mr. Richard Bates

Meeting Adjourn

Council President Carroll declared the **meeting adjourned at 5:08 p.m., this 8th day of January, 2021,**
by unanimous consent, until the 19th day of January, 2021.

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ginger Lowrey, Planning Administrator

cc: Andrew Ellard, Director

Date: Tuesday, January 19, 2021

Re: Adopt an Ordinance for the petition by Tracy Parker, Owner, to change the zoning classification for a certain property located at 512 North Washington Avenue (Parcel 2-042E-26-212.00, PPIN 12551, Ward 5) from Section 4.5.5, R-1C (Single Family Residential) District to Section 4.5.2, A-2 (Agricultural Residential) District. The Planning Commission recommended to Deny on December 2, 2020.
File Number: 2021-17
Minute Book #

Summary

Adopt an Ordinance to Rezone 512 North Washington Avenue, Ward 5

Recommendation Statement

Adopt an Ordinance to Rezone 512 North Washington Avenue, Ward 5

Please place this on the January 19, 2021 City Council meeting for consideration.

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
December 2, 2020**

The Hattiesburg Planning Commission did meet in a regular session on December 2, 2020, at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Mark Miller, Chair, presided over the meeting. Due to the ongoing COVID-19 pandemic, CDC recommended social distancing guidelines were observed. Staff utilized GoToMeeting, an online meeting, desktop sharing, and telephone/video conferencing platform to allow Commissioners and petitioners to participate remotely. A quorum was indicated and the attendance was as follows:

Commissioners Present: Dick Conville (via GoToMeeting)
Michael Dickerson
Amy Hinton, Vice-Chair (via GoToMeeting)
Elayne Lockett
Mark Miller, Chair (via GoToMeeting)
Rhoda A. Pickett (via GoToMeeting)
Kenneth Waites

Commissioners Absent: Ricardo Bryant
Charles Dawe
Jeff Keyseear
Rebekah Ray

Also Present: Ginger Maddox Lowrey, AICP, Planning Division Manager
Jim Gladden, Esq.
Caroline Miles, Planner

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

AGENDA REVIEW

There came the matter of the December 2020 Agenda. Staff requested an amendment to the agenda, as Item A had been formally withdrawn by the applicant, Marcella Strong. A request was made by Chair Miller for a motion to approve the December 2020 Agenda as amended. A motion to approve was made by Commissioner Conville and seconded by Commissioner Pickett.

Commissioners voting aye: Dick Conville (via GoToMeeting)

Michael Dickerson
Amy Hinton, Vice-Chair (via GoToMeeting)
Elayne Lockett
Mark Miller, Chair (via GoToMeeting)
Rhoda A. Pickett (via GoToMeeting)
Kenneth Waites

Commissioners voting nay: None

MINUTES REVIEW

There came the matter of the October 7, 2020 minutes. A motion was made by Commissioner Conville to approve the October 7, 2020 minutes and seconded by Commissioner Hinton.

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

Commissioners voting nay: None

REPORTS

BUILDING REPORT

No building report was provided. Staff stated they will email the Commission copies of the building permit report when the Building Official provides the report.

PLANNING REPORT

There came the matter of the Planning Report by Ginger Maddox Lowrey, AICP. Mrs. Lowrey introduced the newest member of the Commission, Mr. Michael G. Dickerson, Ward 5. On October 20, 2020, City Council approved the Conditional Use for a single-family detached dwelling at 8 Dixie Pine Rd. with the stipulation that it meets adjacent R-1C setbacks (HPC approval upheld).

CHAIR'S REPORT

There came the matter of the Chair's Report by Chair Miller. He stated that he wanted to express his thanks to the Commissioners and Planning Staff and wished everyone happy holidays.

INTRODUCTIONS

The Commissioners introduced themselves.

PUBLIC HEARING – PLANNING COMMISSION

There came the matter of Item B (Text Amendment to Comprehensive Plan), to consider a request that has been filed by Joseph Lanford, President, HHNA, and Seth M. Hunter, Attorney, as required in the Land Development Code, Ord. No. 3209, to amend the City’s Comprehensive Plan 2008-2028, Chapter – 7 Land Use and Development, Map 2. Future Land Use, to change the designated “Future Land Use” of Bay Street from the intersection of Hall Avenue to Gordon’s Creek from “Neighborhood Business” to “Neighborhood Conservation District 1”.

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Seth Hunter	22 W Pine Street	Hattiesburg, MS
<u>Proponents:</u>	Joseph Lanford	408 Court Street	Hattiesburg, MS
<u>Opponents:</u>	None		

Seth Hunter presented the request. Mr. Hunter stated that the Historic Hattiesburg Neighborhood Association was created in the 1970s to preserve and protect the Historic Hattiesburg Neighborhood. He stated the HHNA has worked over the past decades to maintain the neighborhood’s residential nature. Ahead of the future Hall Avenue improvements, which will are to include a traffic circle at the intersection of Bay Street and Hall Avenue and a nearby overpass, the HHNA has concerns that there will be an attempted creep of business into the neighborhood after project completion. By changing the future land use designation from Neighborhood Business to Neighborhood Conservation District, it will help protect the neighborhood with future land use. Chair Miller asked Mr. Hunter why the HHNA believes that City Council will be amenable to their application now when it was previously denied in 2017. Mr. Hunter stated that there was an issue with competing applications at that point in time. Now that the issue of competing applications has settled down, it can be reviewed without being seen as a competition between a landowner and the neighborhood association. Commissioner Waites asked Mr. Hunter how strong is the neighborhood association. Mr. Hunter stated that the HHNA has extremely high resident involvement. Commissioner Pickett asked the status of the closed gas station (314 Bay Street). Staff stated that there are no current reviews or applications for the gas station.

Chair Miller declared the Public Hearing closed and the Business Meeting open for voting on the request (Item B). Commissioner Hinton stated that she could vouch for the extreme residential nature of the neighborhood. She stated that in looking at other arterial corridors that are designated as Neighborhood Business corridors on the Future Land Use Map, such as W. Pine St., Hardy St., and Main St., the Commissioners will see that those areas are much more commercial in nature than Bay Street. Commissioner Pickett stated that she had concerns about the item due to the fact that she does not see the gas station (314 Bay Street) issue as resolved. She stated she was not certain that this was not an attempt to block a landowner from developing the gas station property. Commissioner Hinton stated that regardless of a change to the Comprehensive Plan, that property has lost its legal nonconforming status, and any commercial development at that location would have to be approved by City Council. Chair Miller stated that he was of the same mind as Commissioner Pickett, but he could not imagine a viable answer to the gas station issue due to the fierce opposition from the HHNA. Commissioner Hinton made a motion to approve the request to amend the City's Comprehensive Plan 2008-2028, Chapter – 7 Land Use and Development, Map 2. Future Land Use, to change the designated "Future Land Use" of Bay Street from the intersection of Hall Avenue to Gordon's Creek from "Neighborhood Business" to "Neighborhood Conservation District 1". Commissioner Lockett seconded the motion. Commissioners attending in person submitted physical voting sheets.

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

Commissioners voting nay: None

Planning Division Manager, Ginger M. Lowrey, recused herself from Item C.

There came the matter of Item C (Zoning Change), to consider a request that has been filed by Scott Pipkins and Brian Saffle, Owners, as required in the Land Development Code, Ord. No. 3209, to change the zoning classification for a certain property located at 236 Mobile Street (Parcel 2-029J-10-290.00, PPIN 15690, Ward 4) from Section 4.5.12, B-5 (Regional Business) District to Section 4.5.11, B-4 (Downtown Business) District.

Name

Address

City/State

Presented by: Scott Pipkins 706 Rebecca Ave. Hattiesburg, MS
Proponents: None
Opponents: None

Scott Pipkins presented the request. Mr. Pipkins proposed renovating the existing historic building on site for use as a small venue. The rezone to B-4 would allow the project to utilize nearby off-site parking; there is no parking on the site, and the current B-5 zoning requires on-site parking. The building will require heavy renovations. Mr. Pipkins provided a one-year approximate timeline to completion.

Chair Miller declared the Public Hearing closed and the Business Meeting open for voting on the request (Item C). Commissioners Hinton, Conville, Dickerson, and Pickett stated they were very much for the renovation and use of historic buildings. Commissioner Conville made a motion to approve the request on the basis that the character of the neighborhood has changed substantially so that rezoning is clearly justified [Ongoing improvements in the Downtown area, expansion of the Sixth Street Museum District, establishment of the Downtown Entertainment District] and there is a public need for the rezoning [need for renovation of Downtown business spaces]. Commissioner Hinton seconded the motion. Commissioners attending in person submitted physical voting sheets.

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

Commissioners voting nay: None

There came the matter of Item D (Zoning Change), to consider a request that has been filed by Tracy Parker, Owner, as required in the Land Development Code, Ord. No. 3209, to change the zoning classification for a certain property located at 512 North Washington Avenue (Parcel 2-042E-26-212.00, PPIN 12551, Ward 5) from Section 4.5.5, R-1C (Single Family Residential) District to Section 4.5.2, A-2 (Agricultural Residential) District.

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Tracy Parker	P.O. Box 1261	Hattiesburg, MS
<u>Proponents:</u>	None		

Opponents: None

Chair Miller thanked Tracy Parker for the personal letter that she provided in her rezoning application.

Chair Miller declared the Public Hearing closed and the Business Meeting open for voting on the request (Item D). Chair Miller stated that this request was clearly spot zoning, as no agricultural zoning was adjacent to the parcel, and that the precedent that might be set for all of Hattiesburg should be considered. Commissioner Hinton agreed with Chair Miller and stated that the future land use beyond Ms. Parker's ownership of the land needed to be considered. Commissioner Conville stated that the Commission might consider that Palmer's Crossing needs more properties with people living on them, rather than just vacant lots. Commissioner Hinton made a motion to deny the request on the basis that the character of the neighborhood has not changed substantially so that rezoning is clearly justified and there is not a public need for the rezoning. The Commission stated that while they are sensitive to the needs of Ms. Parker as an individual, they have to look beyond this application and into the future. Commissioner Waites seconded the motion. Commissioners attending in person submitted physical voting sheets.

Commissioners voting aye: Dick Conville (via GoToMeeting)
 Michael Dickerson
 Amy Hinton, Vice-Chair (via GoToMeeting)
 Mark Miller, Chair (via GoToMeeting)
 Rhoda A. Pickett (via GoToMeeting)
 Kenneth Waites

Commissioners voting nay: None

Commissioner abstaining: Elayne Lockett

BUSINESS MEETING

Having no further business, Commissioner Conville made a motion to adjourn the meeting. The motion was seconded by Commissioner Hinton. The meeting was adjourned at 2:36 PM.

Mark Miller, Chair

Ginger Maddox Lowrey, AICP, CFM, Planning Division Manager

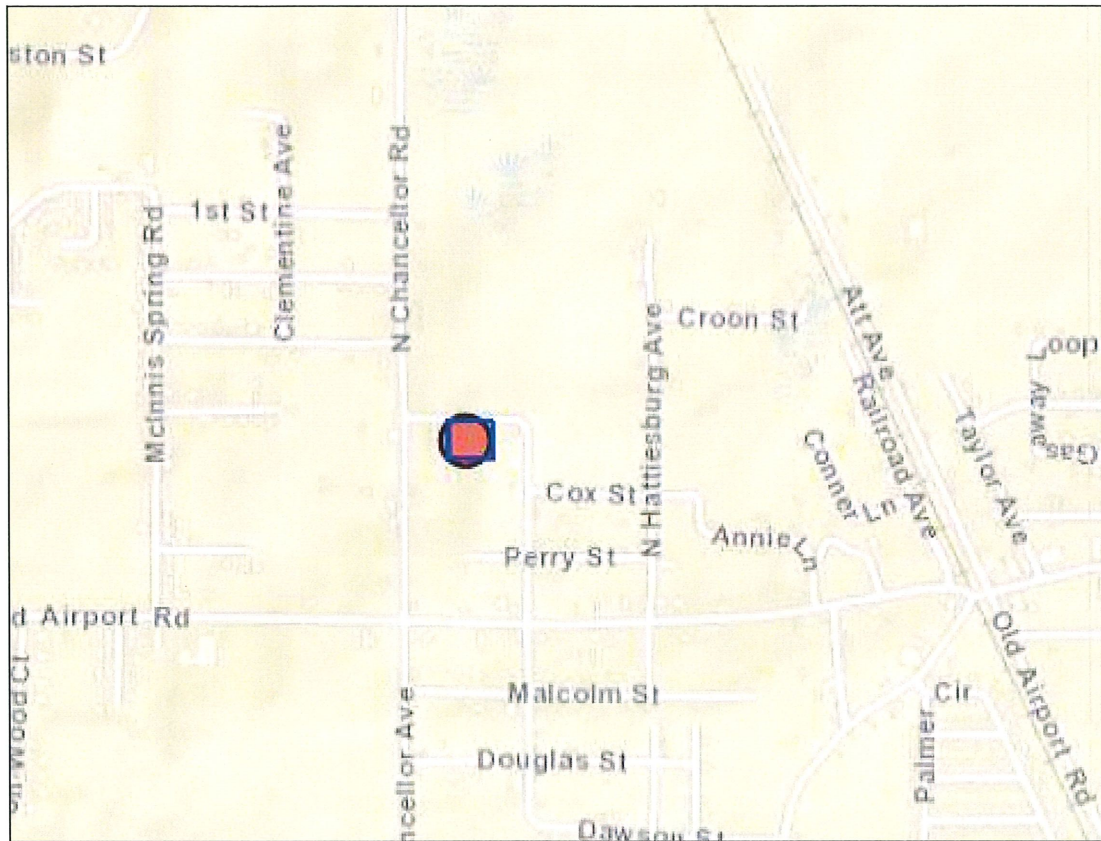
SUBJECT PARCEL: 512 N Washington Avenue

Tracy Parker, Owner

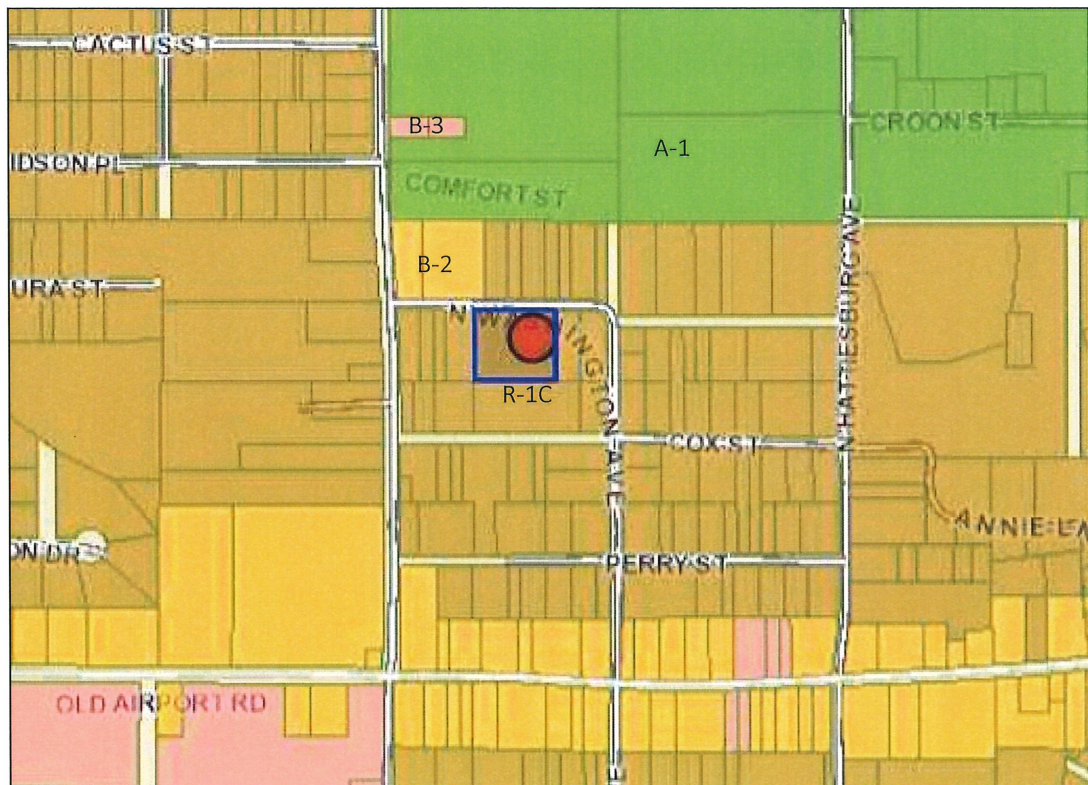
The petitioner requests to change the zoning classification for a certain property located at 512 North Washington Avenue (Parcel 2-042E-26-212.00, PPIN 12551, Ward 5) from Section 4.5.5, R-1C (Single Family Residential) District to Section 4.5.2, A-2 (Agricultural Residential) District.



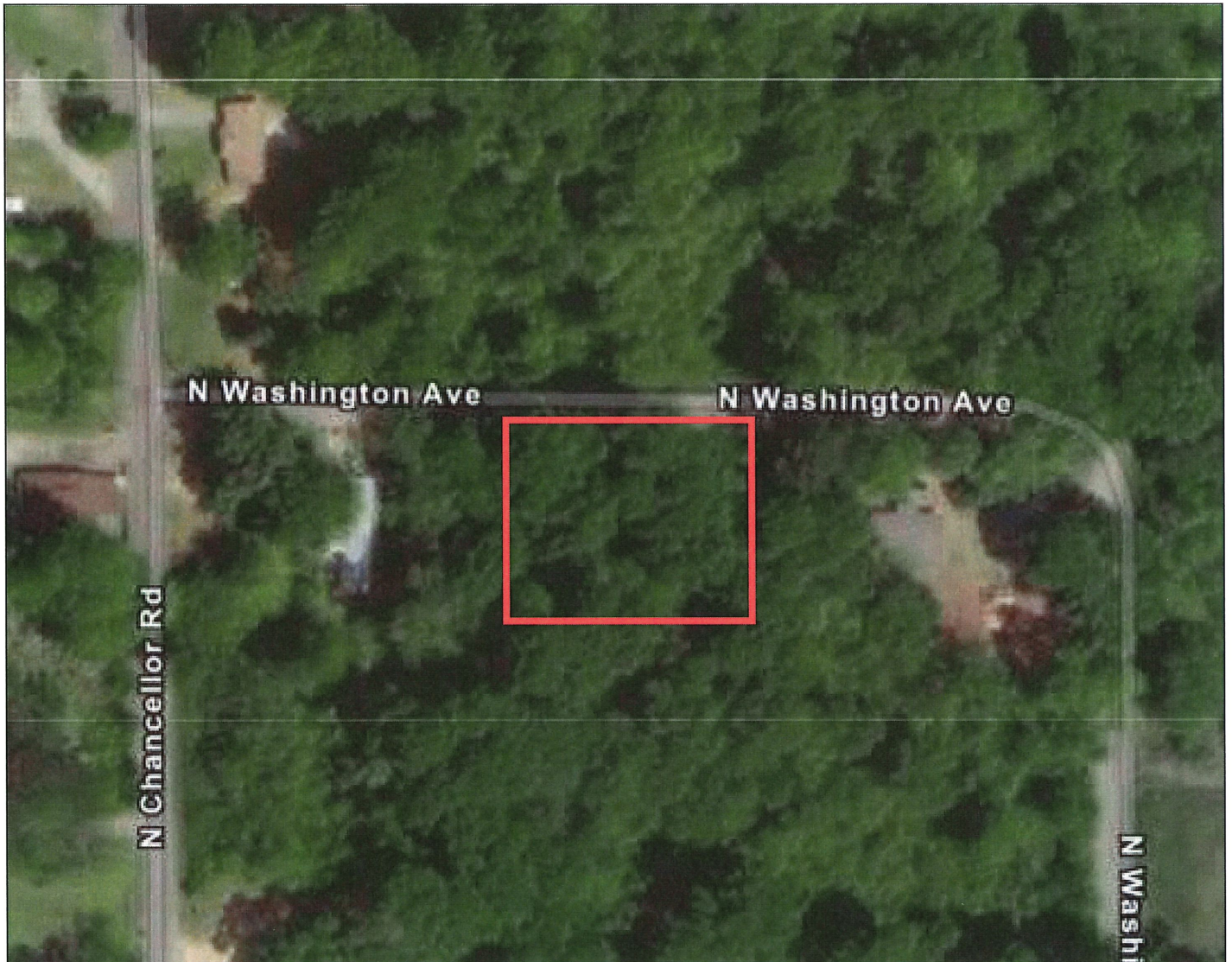
Vicinity Map—Ward 5



Zoning—R-1A



Site Aerial



SURROUNDING AREA

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



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

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



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



**Planning Commission
Case Fact Sheet**

Name of Petitioner: Tracy Parker, Owner

Address of Property:	Tax Parcel	PPIN:	Ward:
512 N Washington Ave	2-042E-26-212.00	12551	5

Request: **Zoning Change**

Purpose of Request: To consider an application to change the zoning classification for a certain property located at 512 North Washington Avenue (Parcel 2-042E-26-212.00, PPIN 12551, Ward 5) from Section 4.5.5, R-1C (Single Family Residential) District to Section 4.5.2, A-2 (Agricultural Residential) District.

Applicant Summary: See Attached

Applicable Regulations:

SECTION 4

Zoning Districts Established

4.5.2 A-2 Agricultural Residential District: The purpose of the A-2 Agricultural District is to permit low density single-family residential development along with restrictive agricultural uses. This district is consistent with the Rural Residential / Agricultural District in the Comprehensive Plan. The district is intended to encourage and protect large lots, open space and low density population.

4.5.5 R-1C Single-Family Residential District: The purpose of the R-1C District is to permit single-family residential uses with related recreational, religious and educational facilities. This district is consistent with the Neighborhood Conservation 1 and 2 districts in the Comprehensive Plan. This zoning district encourages protected lower density residential neighborhoods with only compatible supporting institutional uses and open space.

Present Zoning: This parcel is currently zoned R-1C (Single Family Residential)

District.

Present Use: Undeveloped Lot

Future Land Use: Neighborhood Conservation District 2

Surrounding Zoning and Land Use:
North: R-1C (Single Family Residential) District/Undeveloped
South: R-1C (Single Family Residential) District/Undeveloped
East: R-1C (Single Family Residential) District/Undeveloped
West: R-1C (Single Family Residential) District/Undeveloped

Most Nearly Bounded By (streets): The parcel is most nearly bounded to the north and east by N Washington Avenue, to the south by Cox Street, and to the west by N Chancellor Street. It is accessible by N Washington Avenue.

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

History / Background: The petitioner met with Staff in Pre-Application to discuss a proposed manufactured home as a residence on the subject property. Per the LDC Table 5.1, "Dwelling, Manufactured Home" is only permitted with conditions in A-1 (Agricultural) and A-2 (Agricultural Residential) Districts. The current R-1C (Single Family Residential) zoning does not allow for a manufactured home on the site.

The subject property meets minimum lot size requirements for A-2 zoning.

Existing mobile homes on N Washington Avenue are considered legal nonconforming and are regulated under the requirements set forth in LDC Section 2.4, Nonconformities.

Option:

Basis for approval:

- I. There was a mistake in the original zoning
- II. The character of the neighborhood has changed substantially so that rezoning is clearly justified and there is a public need for the rezoning
- III. Annexation

To Whom It May Concern:

This property is very close to me, I was born and raised in the Palmers Community back when we had dirt roads, there where several merchants, several properties and still no crime. It's home to me, the property I purchased in my eyes I see development. Owning my first home with a bigger and better garden, praying the deer don't eat all my peas. I love the distance between neighbors even though we are neighborly. There's a lot of thick brush all around but I am a yard woman. My mom was 85 years young and as you all can identify when your mom or dad gets old and their health begins to fail, we do all we can for them including moving them in with us, but they will never leave their home, me moving next to her gave her great joy and at the same time she could still enjoy her own home. With me getting this rezoned, I am sure this will prompt others to come in and clear out some of those woods to beautify it and enjoy the wildlife like my mom and I did. Please find it in your hearts to grant my wish and one day take a ride down through Palmers, to the North Washington Street to see how good Gods blessings are.

The property I purchased is the same property years ago my best friend and I sat in eating sweets and sour grass, the grass was so thick no one could see

the tops of our heads, but our moms knew we were there. We would do our patty cakes, play and sing until the sun went down...

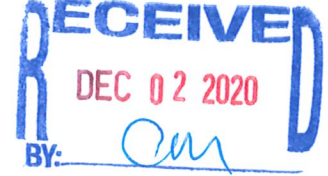
I know all of you remember how it feels to purchase a home of your own: I want to feel the same sensation, I plan to purchase what I can afford at my age, I don't need a 15 to 30-year mortgage.

God Bless

Tracy Ingram Parker



Send to:
Andrew Ellard, Director of Urban Development
Dept. of Urban Development
P.O. Box 1898
Hattiesburg, MS 39403
601.545.4599 or fax 601.545.1962



**REQUEST TO APPEAL PLANNING COMMISSION OR BOARD OF ADJUSTMENTS
RECOMMENDATION**

Today's Date: <i>Dec - 02</i>
Planning Commission or Board of Adjustment Date: (Appeals must be made within ten consecutive days of the recommendation)
Name of Property Owner/Petitioner: <i>Tracy Parker</i>
Name of Person Requesting Appeal Hearing: <i>Tracy Parker</i>
Mailing Address of Person Requesting Appeal Hearing: <i>P.O. Box 1261</i>
Address of Petitioned Property: <i>512 North Washington</i>
Petitioner's Request of the Planning Commission or Board of Adjustments: <i>Rezone to A-2</i>
Planning Commission or Board of Adjustment's Recommendation: Approve ☐ or Deny ☒

I/We hereby APPEAL the Planning Commission or Board of Adjustment's Recommendation for the above reference petition and request to hold a Public Hearing before the Hattiesburg City Council.

Tracy Parker

Appellant (print)

Tracy Parker

Appellant (signature)

FILED

DEC 02 2020

BY *Center H. [Signature]*
CITY CLERK
DEPUTY C

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER _____
OF THE
CITY OF HATTIESBURG, MISSISSIPPI
AN ORDINANCE CHANGING AND AMENDING THE
COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE
LAND DEVELOPMENT CODE ORDINANCE NO. 3209, AS AMENDED,
OF THE CITY OF HATTIESBURG, MISSISSIPPI
FOR A CERTAIN PROPERTY LOCATED AT 512 NORTH WASHINGTON AVENUE
(PARCEL 2-042E-26-212.00, PPIN 12551, WARD 5) FROM SECTION 4.5.5, R-1C
(SINGLE FAMILY RESIDENTIAL) DISTRICT TO SECTION 4.5.2, A-2
(AGRICULTURAL RESIDENTIAL) DISTRICT.

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

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 3209, as amended, of the City of Hattiesburg, Mississippi, be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommended to Deny said change in zoning for the following reasons:

The character of the neighborhood has not changed substantially so that rezoning is clearly justified, and there is not a public need for the rezoning.

Said properties are described as follows:

LOTS 5-11 INCL BLK 15 WASHINGTON HGTS S/D B375 P233 3/73 PREV #: 4551405

BLOCK 15 DEED BOOK-1019 PAGE-049

Subdivision: Washington Heights

Section 26, Township 4N, Range 13W

Parcel No.: 2-042E-26-212.00 PPIN: 12551

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Land Development Code Ordinance No. 3209, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

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

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

YEAS:

NAYS:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the _____ day of _____ A.D., 2021.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the _____ day of _____ A.D., 2021.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ginger Lowrey, Planning Administrator

cc: Andrew Ellard, Director

Date: Tuesday, January 19, 2021

Re: Adopt an Ordinance for the petition filed by Marian and Jas Howard, Owners to change the zoning classification for a certain property located at 806 W 7th Street (Parcel 2-029E-04-078.00, PPIN 23500, Ward 2) from Section 4.5.5, R-1C (Single-Family Residential) District to Section 4.5.9, B-2 (Neighborhood Business) District. The Planning Commission recommended to Approve on January 6, 2021.
File Number: 2021-18
Minute Book #

Summary

Adopt an Ordinance to Rezone 806 W 7th Street, Ward 2

Recommendation Statement

Adopt an Ordinance to Rezone 806 W 7th Street, Ward 2

Please place this on the January 19, 2021 City Council meeting for consideration.

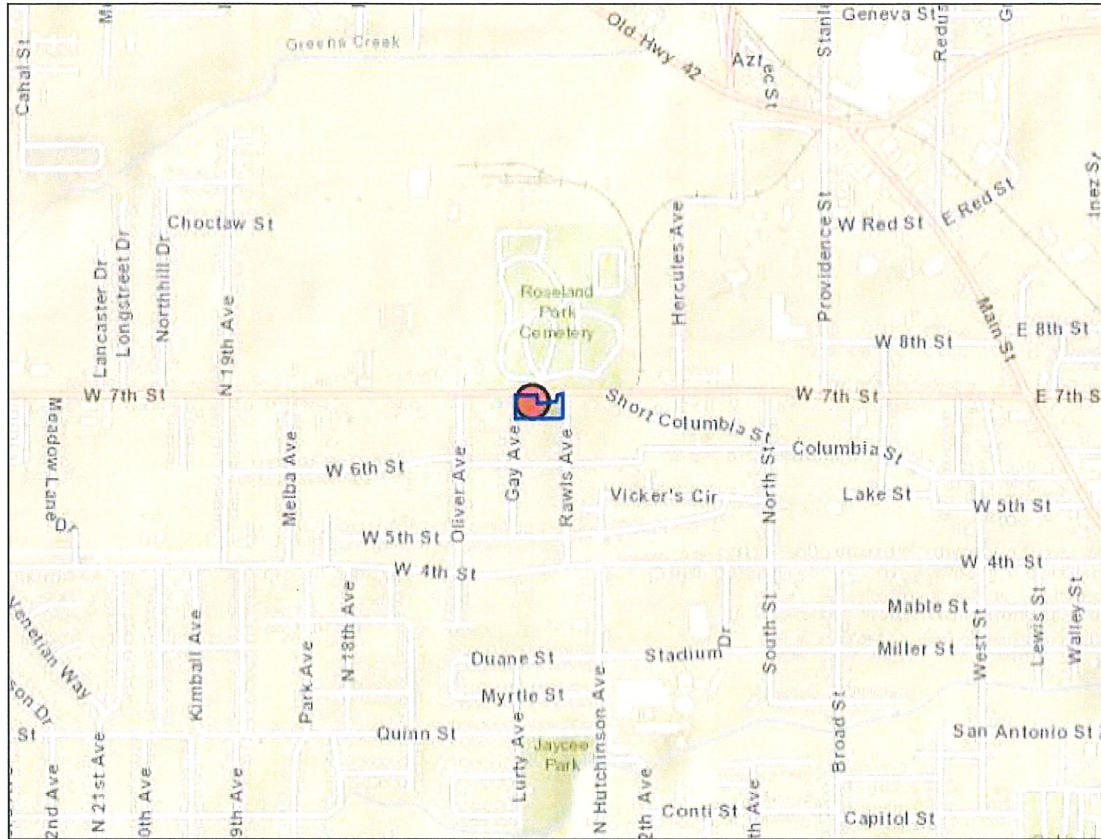
SUBJECT PARCEL: 806 W 7th Street

Marian and Jas Howard, Owners

The petitioner requests to change the zoning classification for a certain property located at 806 W 7th Street (Parcel 2-029E-04-078.00, PPIN 23500, Ward 2) from Section 4.5.5, R-1C (Single-Family Residential) District to Section 4.5.9, B-2 (Neighborhood Business) District.



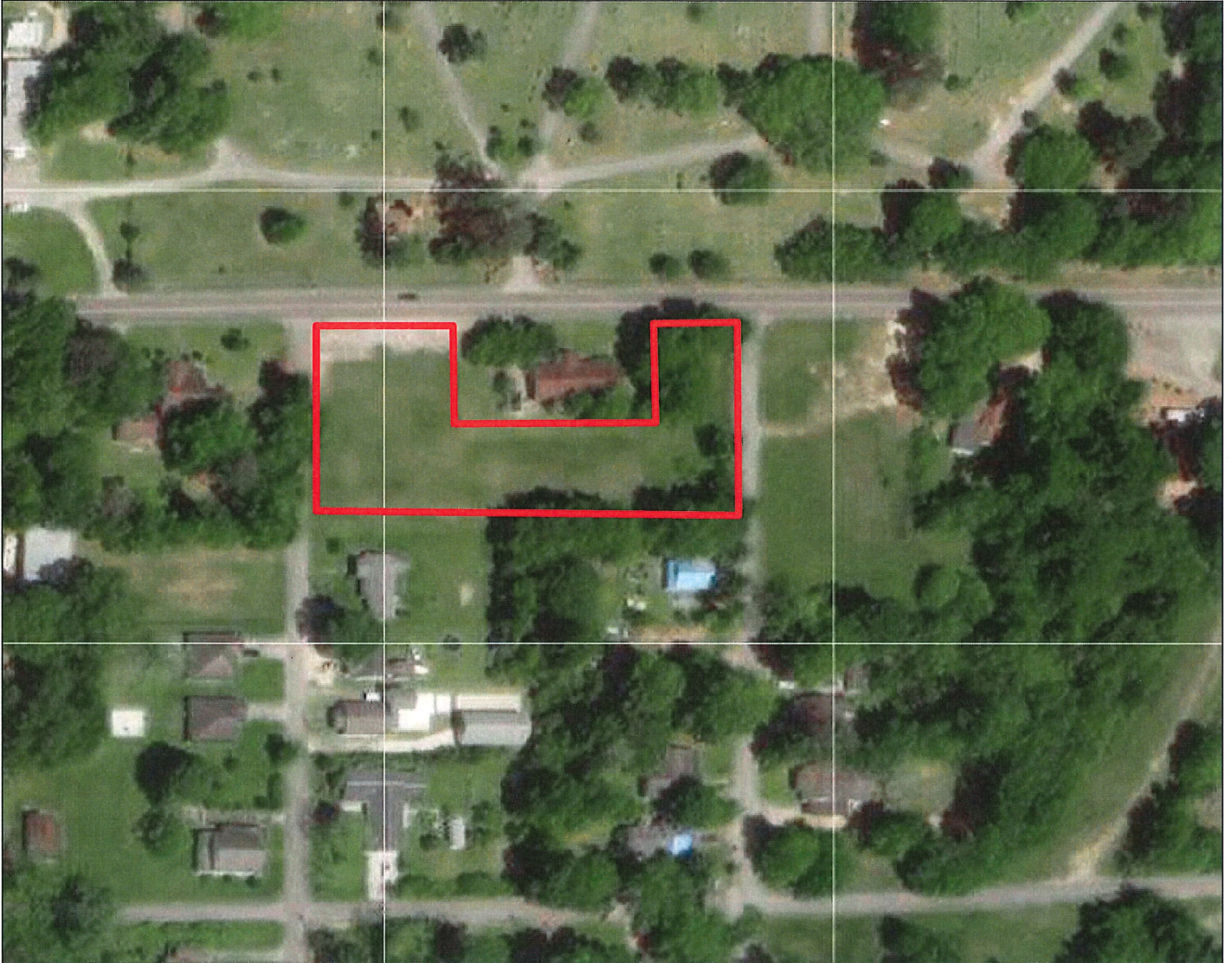
Vicinity Map—Ward 2



Zoning—R-1C

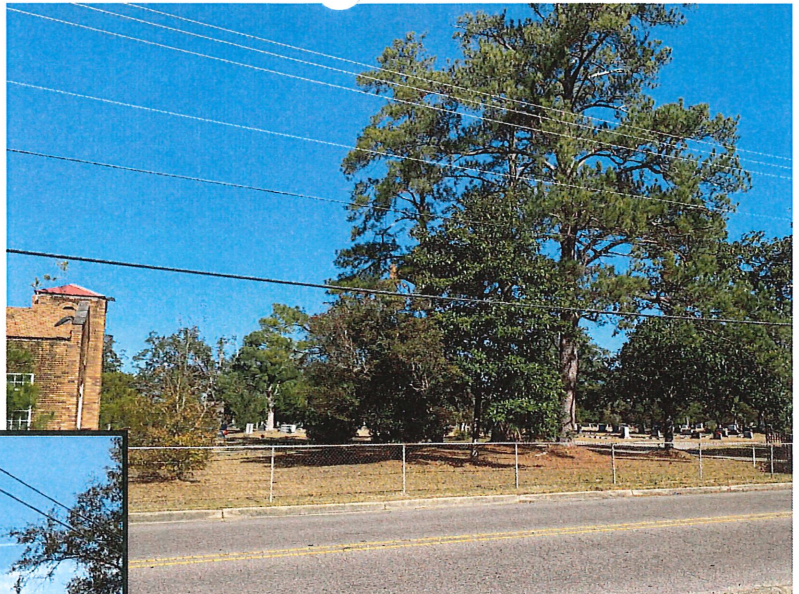


Site Aerial



SURROUNDING AREA

Northern Direction: I-1(Light Industrial) District/ Cemetery



Southern Direction: R-1B/B-2 (Single Family Residential/Neighborhood Business) District/ Single Family Residences



Eastern Direction: B-2 (Neighborhood Business) District/ Undeveloped



Western Direction: B-2 (Neighborhood Business) District/ Single Family Residence



**Planning Commission
Case Fact Sheet**

Name of Petitioners: Marian and Jas Howard

Address of Property:
806 W 7th Street

Tax Parcel
2-029E-04-078.00

PPIN:
23500

Ward:
2

Request: **Zoning Change**

Purpose of Request: To consider an application to change the zoning classification for a certain property located at 806 W 7th Street (Parcel 2-029E-04-078.00, PPIN 23500, Ward 2) from Section 4.5.5, R-1C (Single-Family Residential) District to Section 4.5.9, B-2 (Neighborhood Business) District.

Applicant Summary: See Attached

Applicable Regulations:

SECTION 4

Zoning Districts Established

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

4.5.5 R-1C Single-Family Residential District: The purpose of the R-1C District is to permit single-family residential uses with related recreational, religious and educational facilities. This district is consistent with the Neighborhood Conservation 1 and 2 districts in the Comprehensive Plan. This zoning district encourages protected lower density residential neighborhoods with only compatible supporting institutional uses and open space.

Present Zoning: This parcel is currently zoned R-1C (Single Family Residential) District.

Present Use: Undeveloped Lot

Future Land Use: Neighborhood Conservation District 1

Surrounding Zoning and Land Use:
North: I-1(Light Industrial) District/ Cemetery
South: R-1B (Single Family Residential) District/ Single Family Residence
East: B-2 (Neighborhood Business) District/ Undeveloped
West: B-2 (Neighborhood Business) District/ Single Family Residence

Most Nearly Bounded By (streets): The parcel is most nearly bounded to the north by W 7th Street and east by Rawls Avenue, to the south by W 6th Street, and to the west by Gay Avenue. It is accessible by W 7th Street, Gay Avenue, and Rawls Avenue.

Letters or Concerns stated: The Planning Division Office has not received any letters or other written communications relative to this case, as of December 22, 2020.

History / Background: The petitioners met with Staff in Pre-Application to discuss rezoning the subject property. The petitioners were under the impression that the property was commercially-zoned when they purchased it in 2015. Now that they are selling the property, they stated that a rezone to a commercial zoning would make the property more marketable to potential buyers.

The property was rezoned to R-1C, Single Family Residential, and also approved for a Planned Residential Development in October 2005. No development ever occurred on the site. The Planning Commission recommended the rezone on the bases "There is material change in the circumstances and conditions of the neighborhood and area surrounding the petitioned property" and "There is public need for the change in question, based on the Comprehensive Plan and the Comprehensive Planning Process."

Option:

Basis for approval:

- I. There was a mistake in the original zoning
- II. The character of the neighborhood has changed substantially so that rezoning is clearly justified and there is a public need for the rezoning
- III. Annexation

Rezoning Information (1 page)

One of the following conditions must be met before a rezoning can be recommended.
Check the condition(s) most applicable to your request and explain in writing.

A. There is a mistake in the original zoning.

☒ B. The character of the neighborhood has changed substantially so that rezoning is clearly justified and there is a public need for the rezoning.

C. Annexation

Detailed explanation of condition(s) most applicable to your request: (Please print or type.)

We are requesting rezoning for the purpose of making it more appealing to buyers. Everyone that has shown interest in the property would like to use it as commercial property. It is in a community where there are several businesses in the area. It once was a commercial property and we're asking that it will become commercial again. We are asking that you please consider rezoning back to B-2 so that it will be easier to sell. Thanking you in advance.

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
January 6, 2021**

The Hattiesburg Planning Commission did meet in a regular session on January 6, 2021, at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Mark Miller, Chair, presided over the meeting. Due to the ongoing COVID-19 pandemic, CDC recommended social distancing guidelines were observed. Staff utilized GoToMeeting, an online meeting, desktop sharing, and telephone/video conferencing platform to allow Commissioners and petitioners to participate remotely. A quorum was indicated and the attendance was as follows:

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

Commissioners Absent: Ricardo Bryant
Dick Conville
Charles Dawe
Michael Dickerson

Also Present: Andrew Ellard, Director
Jim Gladden, Esq.
Ginger Maddox Lowrey, AICP, Planning Division Manager
Caroline Miles, Planner

Chair Miller declared the meeting of the Hattiesburg Planning Commission open and in session at 1:01 PM.

AGENDA REVIEW

There came the matter of the January 2021 Agenda. A request was made by Chair Miller for a motion to approve the January 2021 Agenda. A motion to approve was made by Commissioner Hinton and seconded by Commissioner Ray.

Commissioners voting aye: Amy Hinton, Vice-Chair
Jeff Keyseear (via GoToMeeting)
Elayne Lockett

Mark Miller, Chair (via GoToMeeting)
Rebekah Ray
Kenneth Waites

Commissioners voting nay: None

Commissioners absent for vote: Rhoda A. Pickett (via GoToMeeting)

MINUTES REVIEW

There came the matter of the December 2, 2020 minutes. A motion was made by Commissioner Hinton to approve the December 2, 2020 minutes and seconded by Commissioner Lockett.

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

Commissioners voting nay: None

Commissioners absent for vote: Rhoda A. Pickett (via GoToMeeting)

REPORTS

BUILDING REPORT

Steve Mitchell, Building Official, provided the Building Permit Report for December 2020. Staff emailed copies to the Commissioners prior to the meeting, and physical copies were provided to Commissioners who attended in person.

PLANNING REPORT

There came the matter of the Planning Report by Ginger Maddox Lowrey, AICP. On December 22, 2020, City Council approved the Text Amendment to the Comprehensive Plan 2008-2028 (HPC recommendation upheld) and approved the zoning change from B-5 to B-4 at 236 Mobile Street (HPC recommendation upheld). The HPC recommendation to deny a zoning change from R-1B to A-2 at 512 N. Washington Ave. was appealed, and the appeal public hearing was set for January 19, 2021.

Additionally, Mrs. Lowrey stated that the Planning Commissioner training offered by the APA was recorded, so Commissioners could review the recordings for up to one year.

CHAIR'S REPORT

There came the matter of the Chair's Report by Chair Miller. He stated that he was thankful for the hard work of Staff during the pandemic to make remote access to meeting available. He stated that he would be able to return to meetings again due to receiving the Covid-19 vaccine. He also thanked the City for making the Planning Commissioner training available to the Commission.

INTRODUCTIONS

The Commissioners introduced themselves.

PUBLIC HEARING – PLANNING COMMISSION

There came the matter of Item A (Zoning Change), to consider a request that has been filed by Marian and Jas Howard, Owners, as required in the Land Development Code, Ord. No. 3209, to change the zoning classification for a certain property located at 806 W 7th Street (Parcel 2-029E-04-078.00, PPIN 23500, Ward 2) from Section 4.5.5, R-1C (Single-Family Residential) District to Section 4.5.9, B-2 (Neighborhood Business) District.

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Marian Howard		Hattiesburg, MS
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Marian Howard presented the request. Mrs. Howard stated that she and her husband purchased the property in 2015, and it had been sold to them as being able to be utilized as either residential or commercial. When she put the land up for sale again, she found that potential buyers had inquired at the City about uses on the property and learned that the property was zoned for residential use only, making difficult to sell. Commissioner Ray provided a history of the property and its past ownership, stating that it was once the location of a plant nursery. Commissioner Lockett disclosed that she has a relative who lives near to the subject property, but she has no gain to make from a zoning change on the property.

Chair Miller declared the Public Hearing closed and the Business Meeting open for voting on the request (Item A). Commissioner Hinton questioned why the property had been rezoned previously to R-1C in 2005. Commissioner Pickett noted that the rezone and Planned Residential Development that was approved occurred in the months following Hurricane Katrina, which could have played a role in the decision. Commissioner Hinton asked

Jim Gladden, Esq., if the initial rezone was appropriate. He stated that the initial rezone of the property from B-2 to R-1C likely did not meet the requirements for a zoning change and was likely not an appropriate change. Commissioner Hinton made a motion to approve the request on the basis that the character of the neighborhood has changed substantially so that rezoning is clearly justified and there is a public need for the rezoning; furthermore, Commissioner Hinton added to the motion that in addition to the error in judgment of the Commission 15 years previous, the property has not been developed to its residential classification, and the current Commission would like return it to the consistent status of B-2 zoning that lies along W 7th Street. Elayne Lockett seconded the motion. Commissioners attending in person submitted physical voting sheets.

Commissioners voting aye: Amy Hinton, Vice-Chair
 Jeff Keysear (via GoToMeeting)
 Elayne Lockett
 Mark Miller, Chair (via GoToMeeting)
 Kenneth Waites

Commissioners voting nay: None

Commissioners abstaining: Rhoda A. Pickett (via GoToMeeting)
 Rebekah Ray

BUSINESS MEETING

Having no further business, Commissioner Hinton made a motion to adjourn the meeting. The motion was seconded by Commissioner Ray. The meeting was adjourned at 1:28 PM.

Mark Miller, Chair

Ginger Maddox Lowrey, AICP, CFM, Planning Division Manager

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER _____
OF THE
CITY OF HATTIESBURG, MISSISSIPPI
AN ORDINANCE CHANGING AND AMENDING THE
COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE
LAND DEVELOPMENT CODE ORDINANCE NO. 3209, AS AMENDED,
OF THE CITY OF HATTIESBURG, MISSISSIPPI
FOR A CERTAIN PROPERTY LOCATED AT 806 W 7TH STREET (PARCEL 2-029E-
04-078.00, PPIN 23500, WARD 2) FROM SECTION 4.5.5, R-1C (SINGLE-FAMILY
RESIDENTIAL) DISTRICT TO SECTION 4.5.9, B-2 (NEIGHBORHOOD BUSINESS)
DISTRICT.

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

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 3209, as amended, of the City of Hattiesburg, Mississippi, be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommended to Approve said change in zoning for the following reasons:

The character of the neighborhood has changed substantially so that rezoning is clearly justified, and there is a public need for the rezoning.

Said property is described as follows:

Lots 1 through 6 in Block 2 of the R. E. Rawls First Survey to the City of Hattiesburg, Forrest County, Mississippi, as the same is shown by plat thereof on file in the office of the Chancery Clerk of said County and State, and vacated alley in said Block lying between said Lots 3 and 4, and North 12.5 feet of vacated alley running East and West through said Block 2; all together with all improvements thereon and appurtenances thereunto belonging.

LESS AND EXCEPT: A part and parcel of Lots 2, 3 and 4 of Block 2 of Rawls First Survey in the City of Hattiesburg, Forrest County, Mississippi, more particularly described as follows:

Begin at the Northeast corner of said Lot 2 and run South for 65.7 feet; thence run West for 158.7 feet; thence run North 65.7 feet; thence run East for 158.7 feet to the point of beginning.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Land Development Code Ordinance No. 3209, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

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

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

YEAS:

NAYS:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the _____ day of _____ A.D., 2021.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the _____ day of _____ A.D., 2021.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, January 19, 2021

Re: Adopt an Ordinance establishing and regulating mobile food vending units within the City of Hattiesburg.
File Number: 2021-1
Minute Book #

Summary

Adopt an ordinance establishing and regulating mobile food vending units within the City of Hattiesburg.

Recommendation Statement

Please place this on the January 19, 2021 City Council meeting for consideration.

ORDINANCE OF THE CITY COUNCIL OF HATTIESBURG, MISSISSIPPI ESTABLISHING AND REGULATING MOBILE FOOD VENDING UNITS IN HATTIESBURG

WHEREAS, mobile food vendors enliven the pedestrian environment by providing convenience and diversity of products; and

WHEREAS, mobile food vendors enhance diversity, promote a variety of cuisines, and bring vitality to an active urban environment; and

WHEREAS, the intent of the mobile food vendor ordinance is to allow for a variety for food related businesses yet not circumvent environmental and infrastructure requirements applicable to non-mobile developments; and

WHEREAS, the City Council of Hattiesburg, Mississippi finds that it would be advantageous, beneficial, and in the best interest of City of Hattiesburg residents and businesses to enable mobile food vendors in approved Hattiesburg locations.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI THAT:

SECTION 1. APPLICABILITY.

This Ordinance shall apply to all mobile food vendors desiring to become permitted to sell food and/or beverages in the City of Hattiesburg where authorized to do so. In order to promote creativity and not stifle ideas of potential vendors, the City encourages all potential vendors to submit a full plan to be reviewed on a case by case basis. The plan will be approved, disapproved or more information will be requested in order to verify the plan does not jeopardizes public health, welfare, and safety of the City of Hattiesburg residents.

SECTION 2. DEFINITIONS.

For purposes of this Ordinance, the following words and phrases shall be construed as defined in this section:

Containment area is defined as the area within fifteen (15) feet of any part of the mobile vending unit.

Mobile food vendor is defined as any person or persons who sell food and/or beverages from a permitted vehicle or mobile push cart/stand (hereinafter "mobile vending unit") on a consistent basis for a period of more than 15 consecutive or non-consecutive days each calendar year.

Mobile food preparation vehicle means a moveable car, van, truck, or trailer that includes any part of a self-contained kitchen in which food is prepared, processed or

stored and used to sell and dispense food to the consumer. The unit must be on wheels at all times. This definition does not include pushcarts, which is defined below.

Mobile pushcart means any portable vending device, pushcart, or other wheeled vehicle or device which may be moved without the assistance of a motor and which is not required to be licensed and registered by the Department of Transportation, used for the displaying, storing, or transporting of food offered for sale by a vendor. Said cart may be up to four feet in width, six feet in length, excluding auxiliary items such as handles or fender, or otherwise the cart shall not occupy space greater than a total of 24 square feet.

SECTION 3. PERMIT REQUIRED FOR MOBILE FOOD VENDING.

(a) All mobile food vendors must obtain and maintain a permit that includes all locations where the owner of the mobile vending unit intends to operate. All applications for permit renewal must be filed yearly. The application shall be made with Planning Division of the Department of Urban Development. The application may be reviewed by any department of the City as may be necessary or convenient to determine whether the application is complete or whether the permit should be granted. Permit applications shall contain the following information:

- 1) The name, mailing address, physical address, telephone number(s), and email address of the applicants (s). If any applicant is anything other than a natural person, then all documents related to the creation and maintenance of the entity such as articles of incorporation and any similar relevant documents shall be included.
- 2) A valid privilege tax license (PTL) or equal from a City or County within the State of Mississippi.
- 3) A food service permit from the Mississippi Department of Health.
- 4) All mobile pushcarts and mobile food preparation vehicles shall provide a State tax number issued by the Mississippi Department of Revenue.
- 5) Approval from the City Fire Inspector
- 6) A City of Hattiesburg Property Owner Consent Form for each proposed location of operation.
- 7) All permit applicants must operate under a central kitchen within Forrest or Lamar County that is approved by the Mississippi Department of Health for food service. A mobile food preparation vehicle may be certified by the Mississippi Department of Health as a central kitchen. The City of Hattiesburg must approve the location where the applicant will dispose of grease and wastewater.
- 8) A list of products to be sold.

- 9) A site plan showing the proposed location of the mobile vending unit for each private parcel. Additional locations may be added at any time after initial permit approval, provided the locations meet the requirements of this ordinance.
- 10) Proof of a valid business insurance policy that provides minimum liability coverage of \$500,000 per mobile vending unit, with the City named as an additional insured.
- 11) A written indemnity agreement that will hold harmless the City, its officers, and employees, for any loss or liability or damage, including costs, for bodily injury or property damage sustained by a person as a result of the negligent installation, use, or maintenance of a permitted space.
- 12) Copies of all letters and other notices from any governmental, quasi-governmental, professional, or business association or entity, related directly or indirectly to alleged or actual improper conduct in the food service business, issued to applicant or any person who will have responsibility for operations of the mobile vending unit for which a permit is requested. Include all related response and follow up documents showing any result, finding or action.
- 13) The dates, jurisdiction, court, and disposition of the following:
 - a. All felony charges related to the applicant or any principal of the applicant; and
 - b. All misdemeanors and violations directly or indirectly related to food, food preparation, permit operations, and/or business operations, related to the applicant or any principal of the applicant.
- 14) A police background screen for the City of Hattiesburg and from the jurisdiction of the applicant's residence, if different from Hattiesburg.
- 15) Such other additional information required by law, rule, or ordinance, or that any department of the City or City Council, or the permit applicant reasonably deems appropriate to assist the City in determining whether the permit should be granted. The applicant shall be provided reasonable time to supplement the application. The City reserves the right to deny any permit request it deems to be a danger to public health, welfare, and safety based on the information provided in the application.

(b) Permits cost \$250 per year. Permit fees for applications received on or after July 1 will be \$125. Subsequent annual renewals are due on January 1st of each year.

(c) Permit holders may be required to remove private materials or accessories to allow utility access for emergency and maintenance operation or both.

(d) This permit does not allow permit holders to operate in affiliation with City appointed special events without the authorization from the special event organizers.

(f) The permit must be displayed on the mobile vending unit at all times.

(g) Permits are non-transferable, unless Article 3 (h), below, applies.

(h) A damaged or destroyed unit may be replaced if and only if approval for its replacement is obtained from the Department of Urban Development. Any such replacement unit must be of substantially the same type, size, and dimension and with the same general characteristics as the original. Such replacement may be disallowed if the original vendor permit would not have approved the use of the replacement unit.

(i) Any permit granted pursuant to this ordinance shall be nonexclusive. The City may grant any number of such permits as the City deems appropriate. The granting of a permit shall not limit or abridge any power or authority of the City and shall not limit the authority of the City to commence appropriate civil, criminal, or other enforcement actions. The City retains full authority to amend the ordinances, rules and regulations that apply to any permit.

(j) The City may revoke and terminate the permit in the event the vendor violates any term, condition, or provision of the permit, the Hattiesburg Code of Ordinances and/or Zoning Ordinances, state and/or federal law, or if the permit/license issued by the City for the permitted activity is revoked. The procedures for revoking or terminating a permit shall be the same as revoking or terminating a permit/license. The revocation may be sought as a remedy in a civil action. The vendor may terminate or surrender the permit at will any time prior to the expiration of the permit by providing written notice to the Planning Division of the Department of Urban Development. Termination of the permit shall not operate to relieve the vendor of the obligation to release, hold harmless, and indemnify the City and its officers, agents, and employees.

SECTION 4. LOCATION AND OPERATION.

(a) Mobile vending units shall only conduct business on private property, in designated areas approved by the Department of Urban Development. Designated areas must be properly zoned for Business or Industrial use. Multi-family locations, under the R-3 classification may be permitted, subject to the approval of the Director of Urban Development. The vendor is responsible for initiating a request to utilize any locations. The Department of Urban Development shall have complete discretion as to which locations to approve considering the needs of traffic, pedestrians, public safety, public works, public convenience, the general uses of adjacent private property, and any other factor that is proper and lawful for the City to consider in approving or disapproving such locations. The Department of Urban Development shall have continuing authority to approve locations, grant conditions for approval, revoke prior approval of locations, make conditional revocations of approved locations, require adjustments by the vendor in setup or location to accommodate public safety and convenience, ensure appropriate function of the private parcel for existing primary use(s), and to otherwise maintain full lawful control over all public ways of the city. The City of Hattiesburg Police and Fire Departments shall

have concurrent authority to oversee locations and setup of mobile food service vendor units. If an applicant is denied and wishes to appeal his grievance, he may request an order approving his application to the City Council at a regular scheduled meeting and said item will be considered "approved or disapproved".

(b) Mobile vending units shall conform to the following regulations regarding location and operation:

1. Mobile vending units must NOT be locked or attached to trees, garbage receptacles, or street furniture.
2. Mobile vending units may NOT locate within twenty (20) feet of any bus stop.
3. Mobile vending units may NOT locate within ten (10) feet of a building or any combustibles. Additionally, mobile vending units must be parked where vehicle exhaust is directed away from the doors, windows, and air intakes for any buildings.
4. Mobile vending units may NOT locate within any area which would block the view of traffic or traffic signals or traffic signs.
5. Mobile vending units may NOT locate within ten (10) feet of any fire hydrant or block a Fire Department Connection (FDC).
6. Mobile vending units must park on a hard surface (concrete or asphalt) and may not park on unpaved, gravel, grassy, or other undeveloped areas of the parcel.

(c) In no event shall any mobile vending unit, display device, or accessory container be located inside any building or structure or at any place the general public is prohibited.

(d) Mobile vending units may only be operated between the hours of 6:00 a.m. and 2:00 a.m. Cleanup and removal of the mobile vending unit must be completed by 2:30 a.m. Units must operate four days per week if units are to remain overnight at any location for more than one week. Mobile vending units remaining in any location for more than one month must have a City of Hattiesburg Privilege Tax License.

(e) The operators must be present at all times. Mobile vending unit cannot be left unattended while in operation.

(f) Sales of goods are limited to food and beverage.

(g) The sale of alcoholic beverages is prohibited except within designated Entertainment Districts, as defined by the City of Hattiesburg Code of Ordinances and provided that the vendor has obtained proper legal permits from the Alcoholic Beverage Control Division of the State of Mississippi.

(h) Mobile food vendors are responsible for all waste and trash removal. The containment area must be kept clear of grease, trash, paper, cups or cans associated with the operation. No liquid waste or grease is to be disposed of directly on to ground, into landscaping, or onto sidewalks, streets, stormwater drains or other public places.

(i) The mobile food vendors shall not provide public seating or tables at which food may be consumed. Other tables, stands, shelves, bins, equipment, signs,

covers, or any kind of accessory or feature shall be prohibited unless the same was accurately described and included in the application, and was fairly included in the picture or other graphics required as part of the application.

(j) The vendor shall contain all refuse, trash and litter within the mobile vending unit or within a small moveable trash can maintained by the vendor, and located adjacent to the mobile food service unit in such a manner as not to block or otherwise obstruct pedestrian or vehicular traffic. The vendor shall be responsible for the proper disposal of such refuse, trash, and litter, and approved container, or in any private container with proper permission. The vendor is responsible for all litter and trash within fifteen (15) feet of the mobile vending unit at any time the vendor is selling or offering to sell any merchandise or service. Liquid waste, including greywater and grease, must be disposed of at a location approved by the City of Hattiesburg.

(k) The mobile food service unit must have self-contained utilities and shall not use the City's utilities or private utilities that are not self-contained and integral to the vendor unit. The operator may utilize existing private electrical utilities on approved sites with landlord permission. Utilization of existing electrical tie-in will require review and permitting by the Building Official.

(l) No mobile food service vendor shall sell or attempt to sell any item to the occupant of any motor vehicle, unless it is parked in a lawful parking space.

(m) Mobile vending units must comply with all local, state, and federal rules regarding sanitation and protection of food from airborne contamination.

(n) Every vendor shall keep records utilizing generally accepted accounting practices for the purposes of compliance with all federal, state and local tax laws.

(o) All approved mobile vending units must pay the sales tax required by other food providers along with all other required tax and license fees required by other food providers.

(p) If the mobile vending unit utilizes a generator, it shall be in compliance with the City of Hattiesburg noise ordinance.

(q) No speakers or other noise production devices are allowed.

(r) Units that remain in any single location for six (6) or more months will be considered a permanent rather than mobile structure and will be required to come into full compliance with the Land Development Code and adopted ICC Codes.

SECTION 5. DESIGN STANDARDS.

All mobile vending units must meet the following design standards:

1. All mobile vending units must be capable of independently providing all necessary utilities for operation in order to maintain compliance with all Mississippi Department of Health codes. This requires that the unit is not connected or attached to any building or structure, and does not receive power from any building by means of wires or other connections.

2. Where used, umbrellas or canopies must be attached to the cart and must not exceed eight (8) feet in height above grade. Maximum diameter of canopies and umbrellas shall not exceed six (6) feet and shall not interfere with pedestrian movement. No mobile vending unit shall have more than two (2) umbrellas.
3. All signage affiliated with units shall comply with the City of Hattiesburg Sign Ordinance, as it pertains to temporary free-standing signage. One sign is permitted, provided that it does not exceed five (5) feet in height, provided that it does not impede reasonable pedestrian access, and provided that the sign is removed from the site each day at the close of business.
4. Food vendors may place a maximum of three accessory containers, including coolers, within their containment area so long as they are neatly arranged or stacked to avoid visual clutter.
5. No accessory container shall be more than three (3) feet from the unit.
6. Accessory containers must be made of hard substances such as hard plastic or a metal and may not be made by expanded polystyrene plastic, paper, paperboard, or cardboard.
7. One (1) chair is permitted, per employee, for the vendor's use. No public seating is allowed.
8. Mobile vending units may NOT be stored, parked or left overnight on City property.

SECTION 6. VIOLATIONS AND PENALTIES.

(a) All mobile food vending must be performed in compliance with said ordinance. Failure to abide by said ordinance shall result in the following:

1. A fine not exceeding \$150 for a first violation.
2. A fine not exceeding \$250 for a second violation within one year of any prior violation.
3. A fine not exceeding \$500 for a third or more violation within one (1) year of the first.

(b) Any offense shall be considered a misdemeanor and is subject to being cited by any authorized individual or any authorized law enforcement official in the City of Hattiesburg or with authority to do so in the City of Hattiesburg.

(c) Violation of this article may result in the suspension or revocation of any City permit or license issued to the owner or operator of the mobile vending unit.

(d) Each day on which an infraction of the article continues may be considered a separate and distinct violation.

(e) Each instance of the infraction of the article may be considered a separate and distinct violation.

SECTION 7. SEVERABILITY.

Should any sentence, paragraph, subdivision, clause, phrase, or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances of the City of Hattiesburg, Mississippi, as a whole.

SECTION 8. REVIEW

The City of Hattiesburg shall, within one year of the effective date, and at reasonable time periods as warranted, review the impact of the ordinance on overall quality of life and on the general effectiveness of the ordinance and shall consider amendments as and where warranted.

SECTION 9. EFFECTIVE DATE.

This ordinance shall be effective thirty days (30) days after its adoption by the City of Hattiesburg with applications to be accepted beginning immediately. Legal existing mobile food vendors may continue to conduct business as permitted until annual renewal of their existing license, at which time the mobile food vendor must come into full compliance with this ordinance.

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

YEAS:

NAYS:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the _____ day of _____ A.D., 2021.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

THE above foregoing Ordinance having been submitted to and approved by the Mayor, this the _____ day of _____ A.D., 2021.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ginger Lowrey, Planning Administrator

cc: Andrew Ellard, Director

Date: Tuesday, January 19, 2021

Re: Approve or Deny a petition filed by Christian Joseph Gibbons, Owner, and Rion Snowden, Architect to request a variance from Section 6, Table 6.1 "Minimum Side Setback" for R-1A, "10 feet", and instead allow a side setback of zero (0) feet for a variance of ten (10) feet along Hillendale Drive for a proposed building addition located at 2931 Laramie Circle (Parcel 2-039F-18-163.00, PPIN 24767; Ward 3). The Board of Adjustment recommended to Approve on January 6, 2021.
File Number: 2021-19
Minute Book #

Summary

2931 Laramie Circle – Side setback Variance – Ward 3

Recommendation Statement

Approve or deny 2931 Laramie Circle – Side setback Variance – Ward 3

Please place this on the January 19, 2021 City Council meeting for consideration.

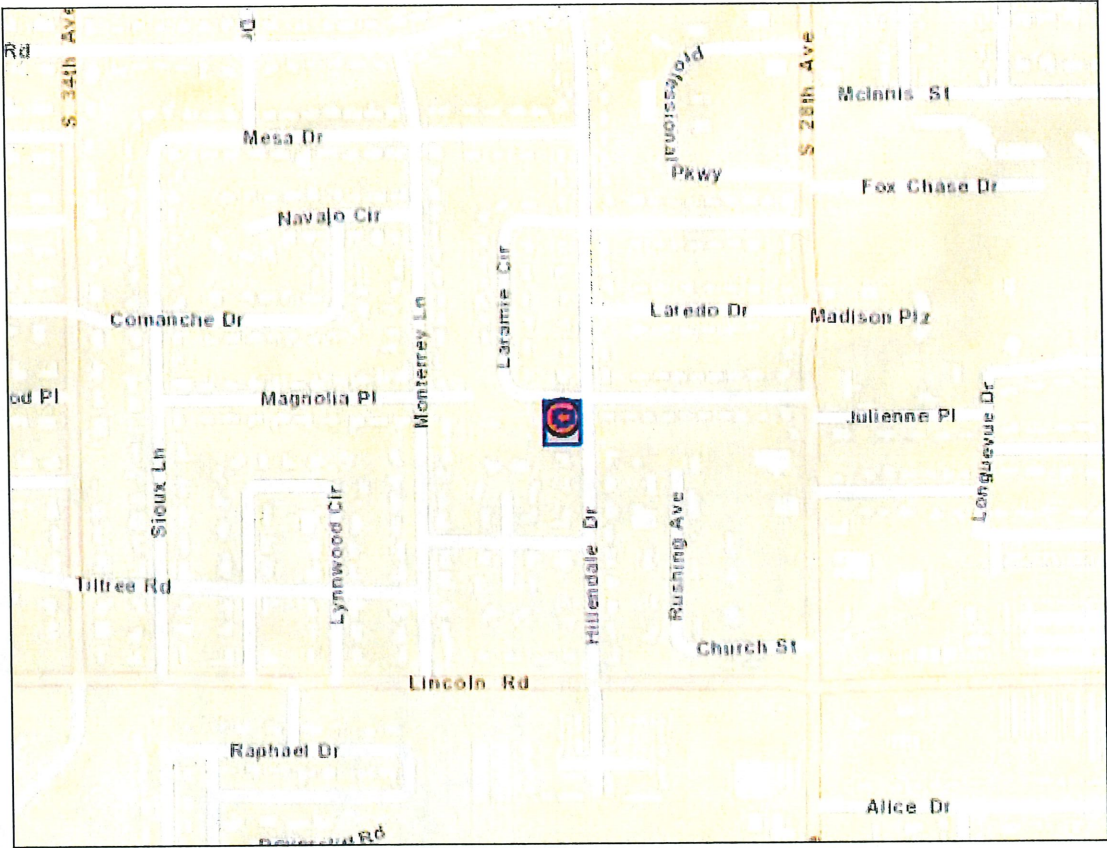
SUBJECT PARCEL: 2931 Laramie Circle

Josie Gibbons, Owner, and Rion Snowden, Architect

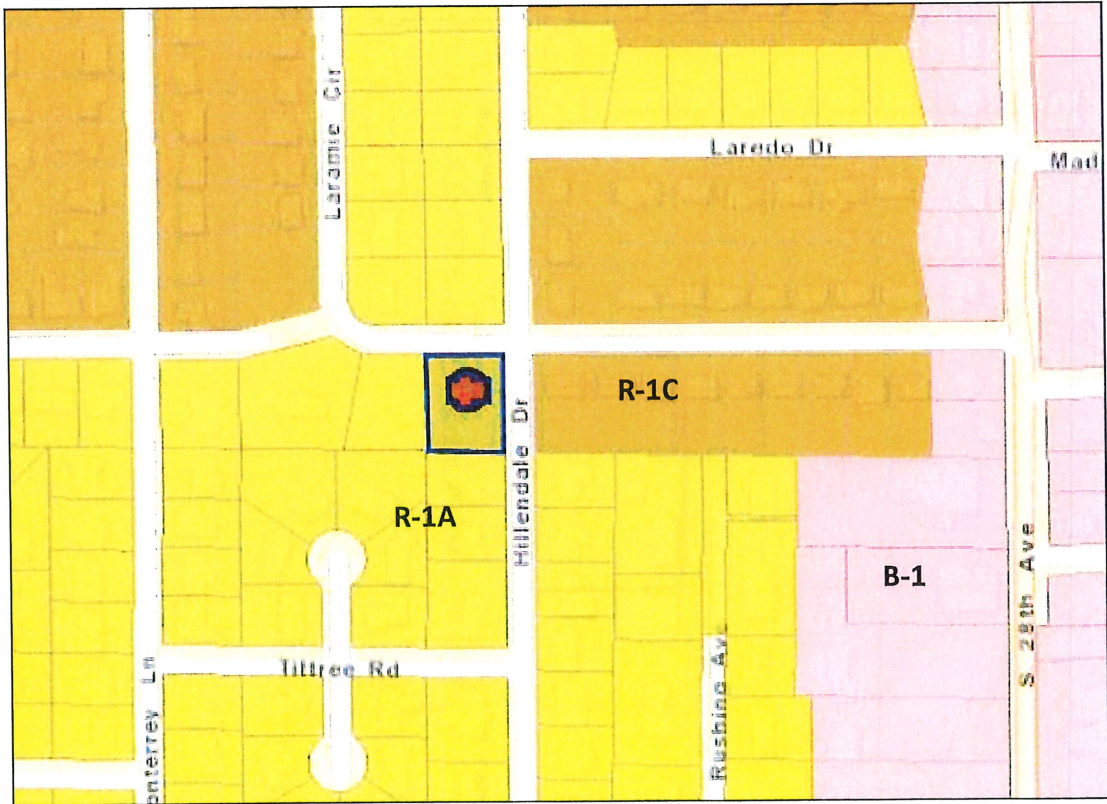
The petitioner requests to vary from Section 6, Table 6.1 “Minimum Front Setback” for R-1A, “30 feet”, and instead allow a setback of zero(0) feet for a variance of thirty (30) feet along Hillendale Drive Section 6, Table 6.1 “Minimum Side Setback” for R-1A, “10 feet”, and instead allow a setback of zero (0) feet for a variance of ten (10) feet along Hillendale Drive for a proposed building located at 2931 Laramie Circle (Parcel 2-039F-18-163.00, PPIN 24767; Ward 3).



Vicinity Map—Ward 3



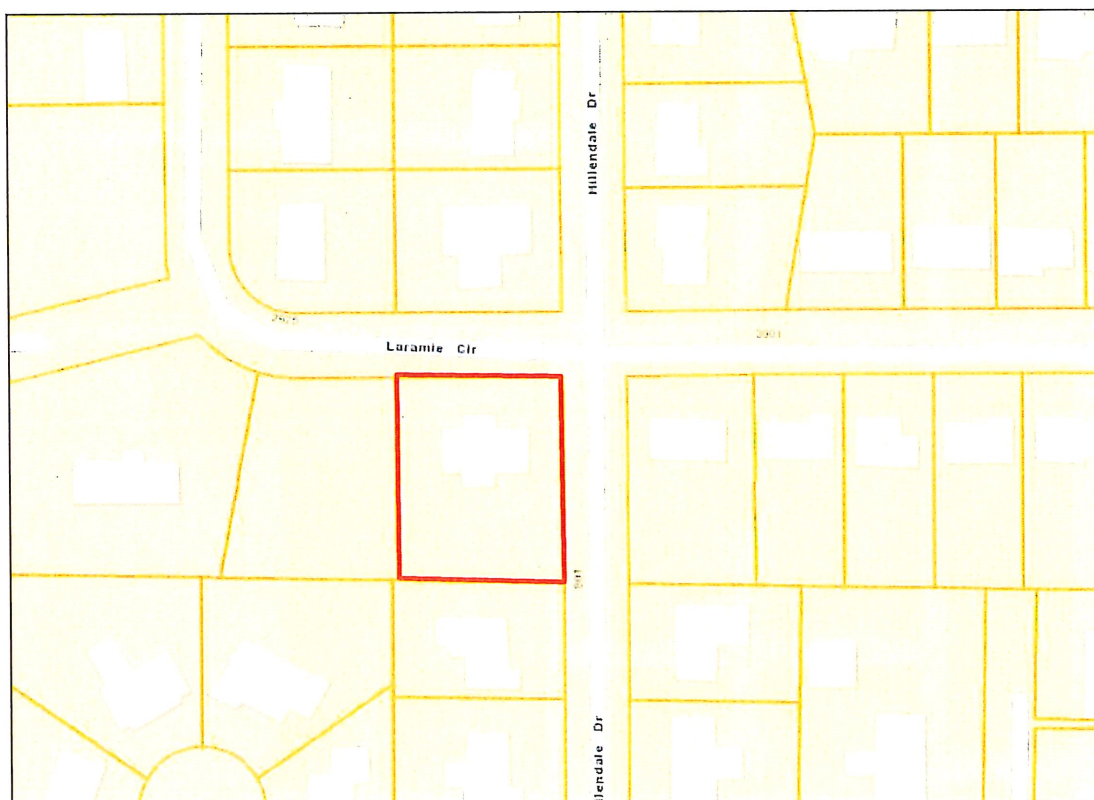
Zoning—R-1A



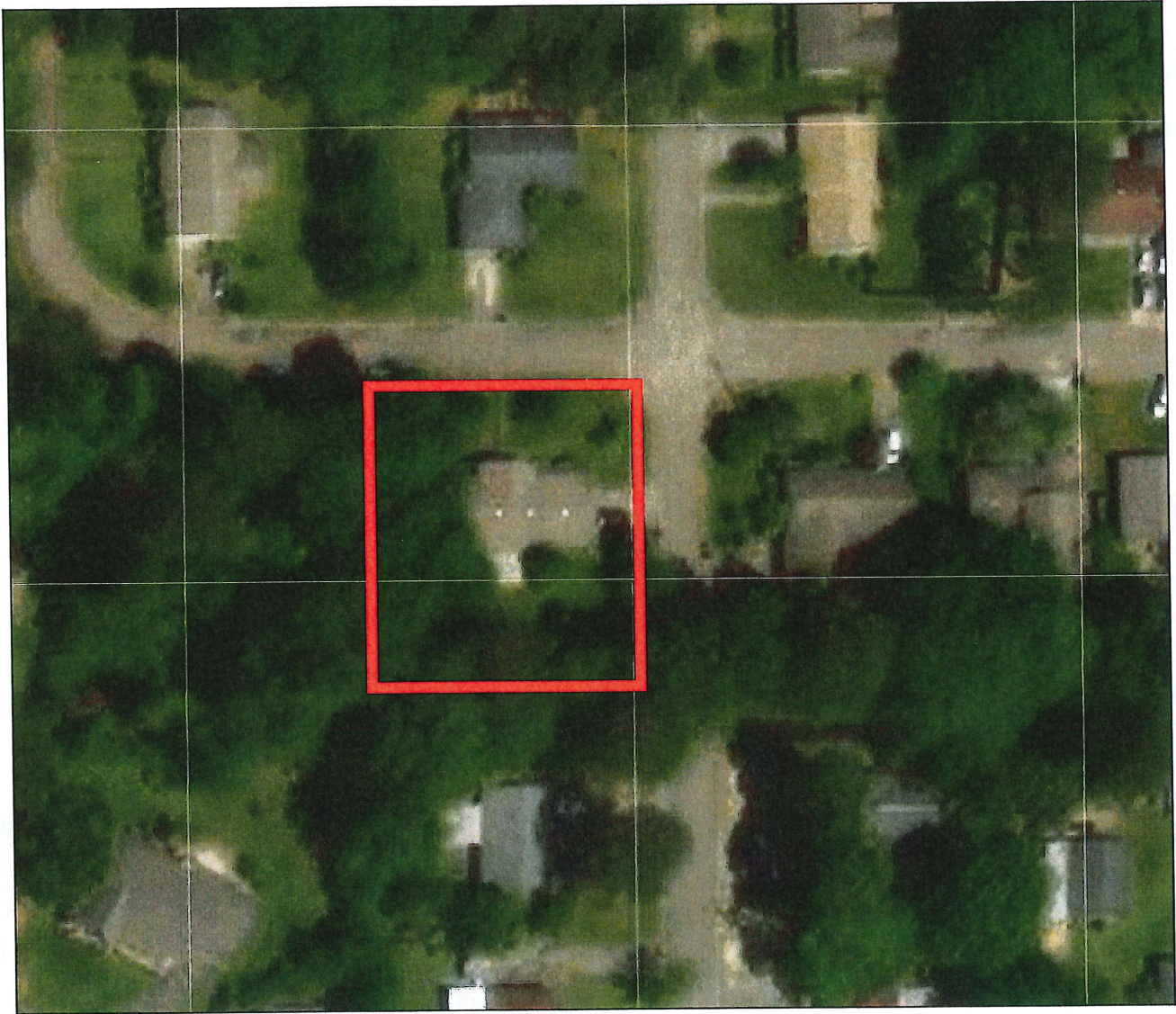
Flood Zone— AE/100 and SX/500



Area Building Footprints and Parcel Lines



Site Aerial



SURROUNDING AREA

**Northern Direction: R-1A (Single Family Residential) District/
Residential**



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



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

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



Streetscape looking north



Streetscape looking south





**Board of Adjustment
 Case Fact Sheet**

Names of Petitioners: Josie Gibbons, Owner, and Rion Snowden, Architect

Address of Property: 2931 Laramie Circle
Tax Parcel: 2-039F-18-163.00
PPIN: 24767
Ward: 3

Request: Setback variance

Purpose of Request: To consider an application to vary from Section 6, Table 6.1 "Minimum Front Setback" for R-1A, "30 feet", and instead allow a setback of zero (0) feet for a variance of thirty (30) feet along Hillendale Drive for a proposed building located at 2931 Laramie Circle (Parcel 2-039F-18-163.00, PPIN 24767; Ward 3).

The request was reduced due to a waiver (LDC 6.2.2) issued by the Director

To consider an application to vary from Section 6, Table 6.1 "Minimum Side Setback" for R-1A, "10 feet", and instead allow a setback of zero (0) feet for a variance of ten (10) feet along Hillendale Drive for a proposed building located at 2931 Laramie Circle (Parcel 2-039F-18-163.00, PPIN 24767; Ward 3).

Applicant Summary: See Attached Variance Information sheet.

Applicable Regulations:

Table 6.1 Dimensional Standards										
District	Minimum Lot Size in SF/ Width at Setback	Max. Dwelling Units	Max. Floor Area Ratio	Setbacks in feet				Max. Height*	Max. Impervious Surface Lot Coverage	Buffer in Feet
				Min. Front	Max. Front	Min. Side	Min. Rear			
R-1A	10,000/ 50	1 per lot	-	30	-	10	25	35 feet or 3 stories	50%	-

6.2.2 Corner lots shall have two front setbacks and two side setbacks The Planning Director may

waive this requirement and determine the front yard to be on the street front that is in line with the prevailing pattern of front yards on the street in order to be consistent with the established pattern of the street.

6.3.3 Side Yards. When the intersection of two streets forms a corner lot, then the following criteria for side setbacks shall apply.

6.3.3.1 For detached single-family residential uses except in the R-3 zone, the side setback on the side street shall be equal to the front setback. However if the lot is located on a short cul-du-sac, sharp curve, has three street frontages, the Director may permit a reduction of up to 25% of the required side yard setback.

6.3.3.2 For all uses other than detached single-family residential the side setback on the side street shall be not less than the required front setback.

Present Zoning: R-1A (Single Family Residential) District

Present Use: Residence

**Surrounding Zoning
and Land Use:**

North: R-1A (Single Family Residential) District/ Residential
South: R-1A (Single Family Residential) District/ Residential
East: R-1C (Single Family Residential) District/ Residential
West: R-1A (Single Family Residential) District/ Residential

Future Land Use: Neighborhood Conservation District 2

Most Nearly

Bounded By (streets):

It is bounded to the north by Laramie Circle, east by Hillendale Drive, south by Tiltree Road, and west by Monterrey Lane. It is accessible by Laramie Circle and Hillendale Drive.

Letters or

Concerns stated:

The Planning Division Office has not received any letters or other written communications relative to this case as of December 22, 2020. The Applicant submitted letters of support from neighbors.

History / Background:

The petitioners met with Staff to discuss the addition of a detached garage on the site. The property is a corner lot, situated on the southwestern corner of Laramie Circle and Hillendale Drive.

Per the Land Development Code Section **6.2.2**, "Corner lots shall have two front setbacks and two side setbacks The Planning Director may waive this requirement and determine the front yard to be on the street front that is in line with the prevailing pattern of front yards on the street in order to be consistent with the established pattern of the street." The Director has opted to issue the waiver in this case, making this a side setback variance rather than a front setback variance. Laramie Circle is the front and Hillendale Drive shall be regulated as a side setback.

Additionally, per Section 5.4.2.6, “No accessory structure shall be located in a required front yard nor shall any accessory structure on a residential lot located in any zoning district be placed between the street and the rear building line of the principal structure except that:

ii. Detached garages shall be permitted in side yards.

iii. Accessory residential structures shall be five (5) feet from the rear property line and five (5) feet from the side property lot. No accessory structure on a corner lot shall project beyond the front yard line of the lots in the rear.”

Staff could not approve the proposed detached garage at the location in the required front yard, and the applicant has since proposed attaching newly proposed structure to the existing house.

The proposed addition does not meet the ten (10) foot side setback requirements. Instead, the applicant is proposing a zero (0) foot setback against the Hillendale Drive property line.

The proposed addition is in a regulated 100-year flood zone, and it will be required to be elevated at least one (1) foot above the base flood elevation or centerline of the street, whichever is higher. The applicant has not yet submitted a current elevation certificate for the proposed addition so Staff is not able to determine the amount of elevation that will be required at this time. Based on the Elevation Certificate for the house, it is estimated it will be elevated less than one foot above the existing grade.

Basis for Approval (12.4.1.1):

I. Hardship.

- The hardship is unique to the property and is not or will not be caused by the actions or inactions of the applicant.
- There are exceptional conditions creating an undue hardship applicable only to the property involved or the intended use which do not apply generally to the other land areas or uses within the same zoning district.

II. Special Privilege. A variance shall not confer any special privilege that is denied to other lands or structures in the same zoning district.

III. Literal Interpretation. The literal interpretation of the provisions of the regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district and would cause unnecessary and undue hardship on the applicant.

IV. Reasonable Use. The applicant cannot make reasonable use of the property without the requested variance.

V. Minimum Required. The granting of a variance is the minimum variance that will make possible the reasonable use of the land or structure.

VI. Conformance with the Purposes of this Code. The granting of a variance will not conflict with the purposes and intent expressed or implied in the Land Development Code.

Please Note:
The designer assumes no liability for any home constructed from these plans or any phase therein. It is the responsibility of the contractor to employ any and all professional parties in order to ensure compliance with all current federal, state and local codes, and with the authorities having jurisdiction.

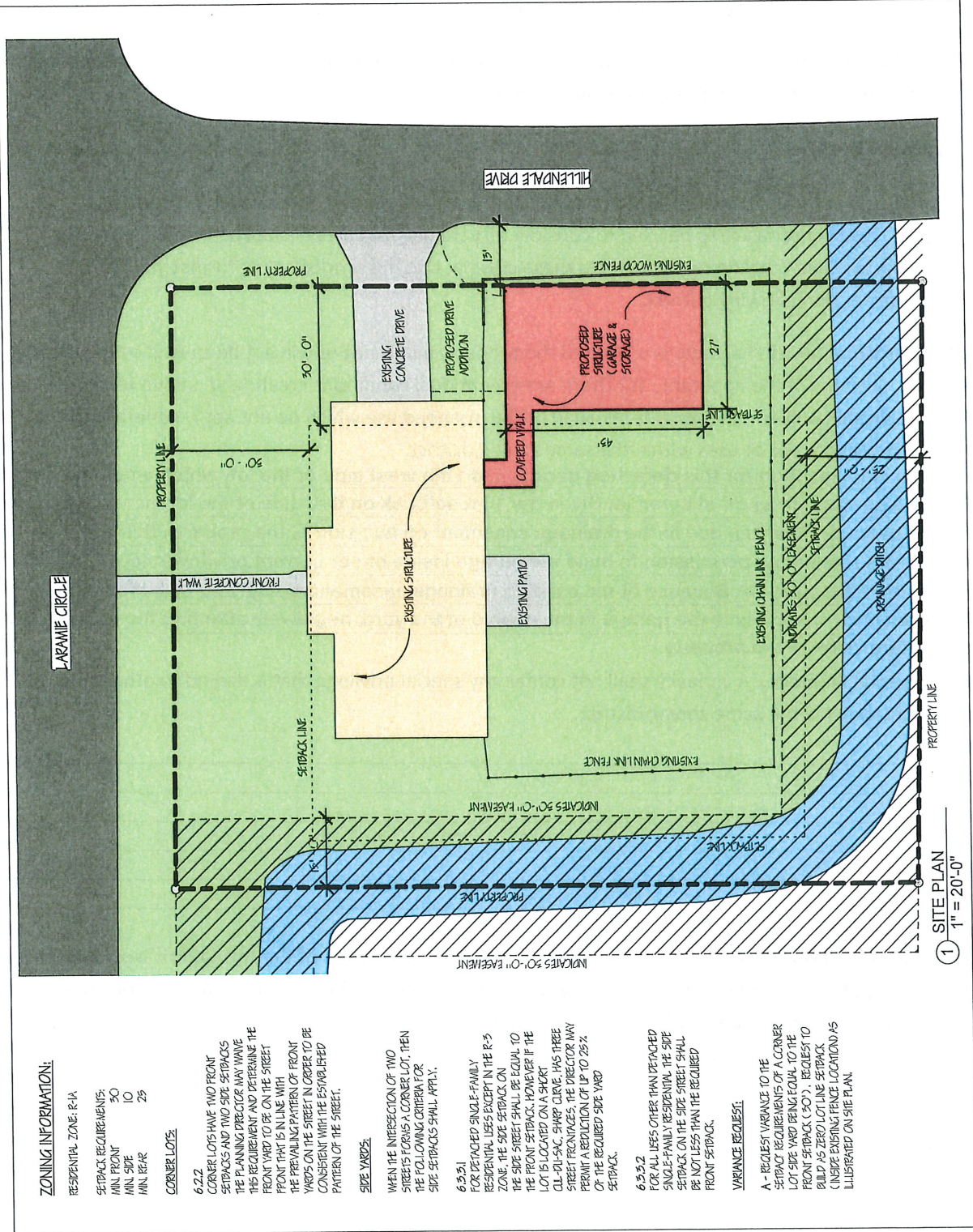
RESIDENTIAL
PLANNING
AND
DESIGN

RION SNOWDEN
HATTESBURG, MS
601-329-9867

GIBBONS GARAGE

SHEET NUMBER

10



1 SITE PLAN
1" = 20'-0"

ZONING INFORMATION:

RESIDENTIAL ZONE: R-1A

SETBACK REQUIREMENTS:
MIN. FRONT 50'
MIN. SIDE 10'
MIN. REAR 25'

CORNER LOTS:

6.2.2 CORNER LOTS HAVE TWO FRONT SETBACKS AND TWO SIDE SETBACKS. THE PLANNING DIRECTOR MAY WAIVE THIS REQUIREMENT AND DETERMINE THE FRONT YARD TO BE ON THE STREET FRONT THAT IS IN LINE WITH THE PREVAILING PATTERN OF FRONT YARDS ON THE STREET IN ORDER TO BE CONSISTENT WITH THE ESTABLISHED PATTERN OF THE STREET.

SIDE YARDS:

WHEN THE INTERSECTION OF TWO STREETS FORMS A CORNER LOT, THEN THE FOLLOWING CRITERIA FOR SIDE SETBACKS SHALL APPLY.

6.3.5.1

FOR DETACHED SINGLE-FAMILY RESIDENTIAL USES EXCEPT IN THE R-3 ZONE, THE SIDE SETBACKS ON THE SIDE STREET SHALL BE EQUAL TO THE FRONT SETBACK. HOWEVER, IF THE LOT IS LOCATED ON A SHORT CUT-THRU-SAC, SHARP CURVE, HAS THREE STREET FRONTAGES, THE DIRECTOR MAY PERMIT A REDUCTION OF UP TO 25% OF THE REQUIRED SIDE YARD SETBACK.

6.3.5.2

FOR ALL USES OTHER THAN DETACHED SINGLE-FAMILY RESIDENTIAL, THE SIDE SETBACK ON THE SIDE STREET SHALL BE NOT LESS THAN THE REQUIRED FRONT SETBACK.

VARIANCE REQUEST:

A - REQUEST VARIANCE TO THE SETBACK REQUIREMENTS OF A CORNER LOT SIDE YARD BEING EQUAL TO THE FRONT SETBACK (50'). REQUEST TO BUILD AS ZERO LOT LINE SETBACK (INSIDE EXISTING FENCE LOCATION) AS ILLUSTRATED ON SITE PLAN.

Variance Information

The Board of Adjustment has the responsibility to hear and make recommendation on requests for variances to the requirements of this Code (per Section 11.4.). Section 12.4.1 Variances are departures from the standards of the Land Development Code, except land use, which will not be contrary to the public interest and where, owing to conditions peculiar to the property and not as a result of the action of the applicant, a literal enforcement of this Code would result in unnecessary and undue hardship.

The following conditions must be met before a variance can be recommended. Not all criteria must be met. However, a strong application will meet multiple criteria.

Approval Criteria.

A variance is not a right, but a privilege that property owners meeting the following criteria may request. These criteria are to be used to consider all variance requests. It shall be the burden of the applicant to prove that the request meets these criteria. Use this worksheet or format your own to demonstrate the following criteria.

1. **Hardship.** (a) The hardship is unique to the property and is not or will not be caused by the actions or inactions of the applicant. (b) There are exceptional conditions creating an undue hardship applicable only to the property involved or the intended use which do not apply generally to the other land areas or uses within the same zoning district.

The ideal location for this detached garage is on the west side of the lot, which would be accessed by a new driveway off of Laramie. Given the 10 ft setback on that side of the lot, no variance would be needed. However, due to the drainage easement on two side of the property, this is not an option. We are requesting permission to build the garage inside of our current privacy fence on the east side of the property. Because of the existing drainage easement, complying with the setback for a corner lot would place the garage in the middle of the yard, negatively affecting the usability and future value of the property.

2. **Special Privilege.** A variance shall not confer any special privilege that is denied to other lands or structures in the same zoning district.

3. **Literal Interpretation.** The literal interpretation of the provisions of the regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district and would cause unnecessary and undue hardship on the applicant.

Variance Information

4. **Reasonable Use.** The applicant cannot make reasonable use of the property without the requested variance.

The purpose of this request is so that we can build a detached garage, matching the style of the existing home, therefor allowing us to convert our current garage into much needed additional living space. With the current setback requirements, the garage would need to be placed in the middle of the yard, rendering a large portion of our yard unusable and detached from the rest.

5. **Minimum Required.** The granting of a variance is the minimum variance that will make possible the reasonable use of the land or structure.

The requested variance is to build up to the property line, inside the existing privacy fence. The goal is to make the addition in such a way as to appear original to the house. By using the current driveway and positioning the garage with a 90 degree carriage style entrance, we will be able to achieve that goal. Moving the garage any further inside the property will require the entrance to be On the east side of the garage and will not achieve the same design function, likely looking like more of an after thought. Siding/finishes on the house will be replaced to match the new garage.

6. **Conformance with the Purpose of this Code.** The granting of a variance will not conflict with the purposes and intent expressed or implied in the Land Development Code.
-
-
-
-
-

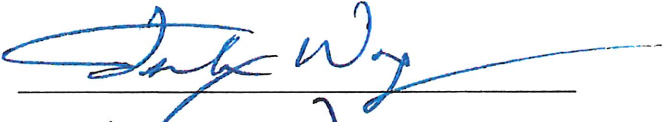
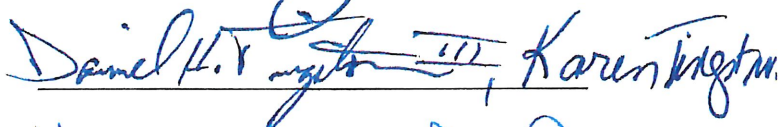
12.4.1.2 Conditions of Approval. In recommending the granting of a variance, the Board of Adjustment may require appropriate conditions and safeguards in conformity with this Code. Violation of such conditions and safeguards, when made a part of the terms under which a variance is granted, shall be deemed a violation of this Code. The recommendation of the Board of Adjustment shall be presented to the City Council for final action.

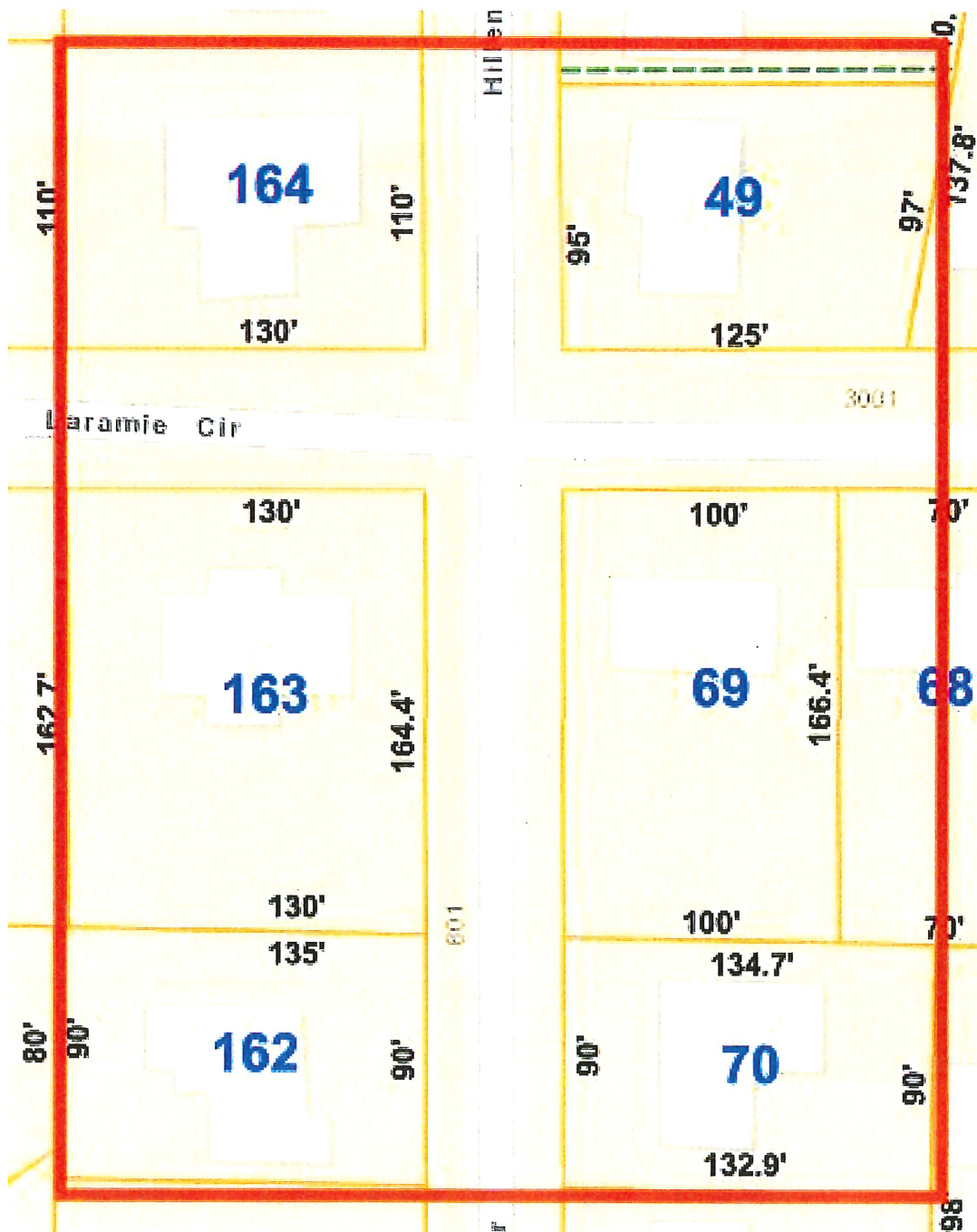
Dear Neighbor,

Our family has lived on the corner of Laramie and Hillendale for the past 7 1/2 years. We love our neighborhood and our home. When we moved into our home, we were expecting our first child. After adding a total of 4 kids, we have outgrown our current living space. To remedy this, we would like to build a detached garage in our back yard and then turn the current garage into additional living space. (See attached site plan.)

To comply with the current setback requirements, we would need to position the garage in the middle of our back yard. We will be seeking a variance to allow us to place the garage just inside our current privacy fence. Because of a 30 foot drainage easement on two sides of the property, we believe this is the only location for the garage that does not make our back yard unusable. This positioning will also allow us to utilize the current driveway.

As a part of the process, we plan to replace all siding on our current home so that the house and garage match. This project will increase the value of the property, which will make a positive impact on surrounding properties. As you are one of our nearest neighbors, I would like to ask for your support as we seek a variance from the City of Hattiesburg.

NAME	ADDRESS	SIGNATURE
Tom & Allison Deus	3001 Laramie Cir	<i>Tom Deus</i> dotloop verified 12/03/20 2:51 PM CST WWKR-TALD-F71H-7KCH <i>Allison Deus</i> dotloop verified 12/04/20 7:16 AM CST SDL5-OGXE-BIZ5-RU0J
Frank Wong	711 Hillendale	
Vernon Clevenger	710 Hillendale	
Daniel & Karen Tingstrom	806 Hillendale	
Shoemaker Properties	805 Hillendale	



**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG BOARD OF ADJUSTMENT
January 6, 2021**

The Hattiesburg Board of Adjustment did meet in regular session on January 6, 2021 at 3:30 PM at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Shawn Harris, Chair, presided over the meeting. A quorum was indicated and the attendance was as follows:

Board Members Present: Bruce Betts, Vice-Chair
Victoria Bolls
Bernard Green (via GoToMeeting)
Shawn Harris, Chair
Lucy Parkman
Stacy Ready (via GoToMeeting)
James Trussell (via GoToMeeting)

Board Members Absent: Dick Conville
James Hughes
Kenneth Waites

Also Present: Ginger Maddox Lowrey, AICP, Planning Division Manager
Caroline Miles, Planner
Jim Gladden, Esq.

Shawn Harris, Chair, declared the meeting of the Hattiesburg Board of Adjustment open and in session at 3:31 PM.

AGENDA REVIEW

There came the matter of the January 2021 Agenda. A motion was made to approve the January 2021 Agenda by Lucy Parkman and seconded by Victoria Bolls.

Board Members voting aye: Bruce Betts, Vice-Chair
Victoria Bolls
Bernard Green (via GoToMeeting)
Shawn Harris, Chair
Lucy Parkman
Stacy Ready (via GoToMeeting)
James Trussell (via GoToMeeting)

Board Members voting nay: None

MINUTES REVIEW

There came the matter of the December 2, 2020 minutes. Lucy Parkman requested a correction to the vote on Item A to indicate Dick Conville was absent for the vote. A motion was made to approve the minutes with correction by Lucy Parkman and seconded by James Trussell.

Board Members voting aye: Bruce Betts, Vice-Chair
Victoria Bolls
Bernard Green (via GoToMeeting)
Shawn Harris, Chair
Lucy Parkman
Stacy Ready (via GoToMeeting)
James Trussell (via GoToMeeting)

Board Members voting nay: None

REPORTS

PLANNING REPORT

Ginger Maddox Lowrey, AICP, Planning Division Manager, provided the Planning Report. Mrs. Lowrey informed the Board that Jan Lacy (Ward 1) had resigned due to an ongoing scheduling conflict. Mrs. Lowrey also offered details on accessing the previously recorded online training opportunity for the Board through the Mississippi/Alabama Chapters of the American Planning Association. Additionally, on December 22, 2020, City Council approved a front setback variance at 5116 Hwy 42 (BOA approval upheld).

CHAIR’S REPORT

No report provided.

INTRODUCTIONS

Board members introduced themselves.

PUBLIC HEARING – BOARD OF ADJUSTMENT

Shawn Harris, Chair, declared the Public Hearing for the Board of Adjustment open at 3:39 PM.

There came the matter of Item A (Wall Sign Message Area Variance), Greg Brou, Representative, and Cliff Hensarling, Contractor, as required in the Land Development Code, Ord. No. 3209, to request a variance from Section 10, Table 10.6-2 “Sign Message Area” for Wall Signs, “For B-5- maximum of 15% of the single wall, 350 square feet max” and instead allow for a maximum message area square footage of seven hundred fifty-six (756) square feet, for a variance of four hundred six (406) square feet for proposed signage located 103 Medical Park (Parcel 2-040B-29-001.01, PPIN 42635, Ward 5).

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Greg Brou	415 S 28 th Ave	Hattiesburg, MS
	Cliff Hensarling	2749 Oak Grove Rd.	Hattiesburg, MS

Proponents:

Opponents:

Greg Brou, representative for Hattiesburg Clinic, PA, presented the petition.

Shawn Harris declared the Public Hearing closed and the Business Meeting open to vote on Item A. Bruce Betts made a motion to approve the petition on the following bases: Reasonable Use, the applicant cannot make reasonable use of the property without the requested variance; Conformance with the Purposes of this Code, the granting of a variance with not conflict with the purposes and intent expressed or implied in the Land Development Code. Victoria Bolls seconded the motion.

Board Members voting aye: Bruce Betts, Vice-Chair
Victoria Bolls
Bernard Green (via GoToMeeting)
Shawn Harris, Chair
Stacy Ready (via GoToMeeting)
James Trussell (via GoToMeeting)

Board Members voting nay: None

Board Members abstaining from vote: Lucy Parkman

Lucy Parkman abstained from voting due to her husband’s long-term professional relationship with Hattiesburg Clinic.

There came the matter of Item B (Setback variance), Christian Joseph “Josie”

Gibbons, Owner, and Rion Snowden, Architect, as required in the Land Development Code, Ord. No. 3209, to request a variance from ~~Section 6, Table 6.1 “Minimum Front Setback” for R-1A, “30 feet”, and instead allow a setback of zero(0) feet for a variance of thirty (30) feet along Hillendale Drive~~ Section 6, Table 6.1 “Minimum Side Setback” for R-1A, “10 feet”, and instead allow a setback of zero (0) feet for a variance of ten (10) feet along Hillendale Drive for a proposed building located at 2931 Laramie Circle (Parcel 2-039F-18-163.00, PPIN 24767; Ward 3).

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Josie Gibbons	2931 Laramie Circle	Hattiesburg, MS
<u>Proponents:</u>			
<u>Opponents:</u>			

Josie Gibbons, the homeowner, presented the petition.

Shawn Harris declared the Public Hearing closed and the Business Meeting open to vote on Item B. Bruce Betts made a motion to approve the petition on the following bases: Hardship, the hardship is unique to the property and is not or will not be caused by the action or inactions of the applicant; Reasonable Use, the applicant cannot make reasonable use of the property without the requested variance. Stacy Ready seconded the motion.

Board Members voting aye: Bruce Betts, Vice-Chair
Victoria Bolls
Bernard Green (via GoToMeeting)
Shawn Harris, Chair
Stacy Ready (via GoToMeeting)
James Trussell (via GoToMeeting)

Board Members voting nay: Lucy Parkman

BUSINESS MEETING

There being no further business, Bruce Betts made a motion to adjourn the meeting. The motion was seconded by Bernard Green. The meeting was adjourned at 4:53 PM.

Shawn Harris, Chair

Ginger Maddox Lowrey, AICP, CFM, Planning Division Manager



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ginger Lowrey, Planning Administrator

cc: Andrew Ellard, Director

Date: Tuesday, January 19, 2021

Re: Approve or Deny a petition filed by Greg Brou, Representative, and Cliff Hensarling, Contractor to request a variance from Section 10, Table 10.6-2 "Sign Message Area" for Wall Signs, "For B-5- maximum of 15% of the single wall, 350 square feet max" and instead allow for a maximum message area square footage of seven hundred fifty-six (756) square feet, for a variance of four hundred six (406) square feet for proposed signage located 103 Medical Park (Parcel 2-040B-29-001.01, PPIN 42635, Ward 5). The Board of Adjustment recommended to Approve on January 6, 2021.
File Number: 2021-20
Minute Book #

Summary

103 Medical Park – Sign Variance – Ward 5

Recommendation Statement

Approve or deny 103 Medical Park – Sign Variance – Ward 5

Please place this on the January 19, 2021 City Council meeting for consideration.

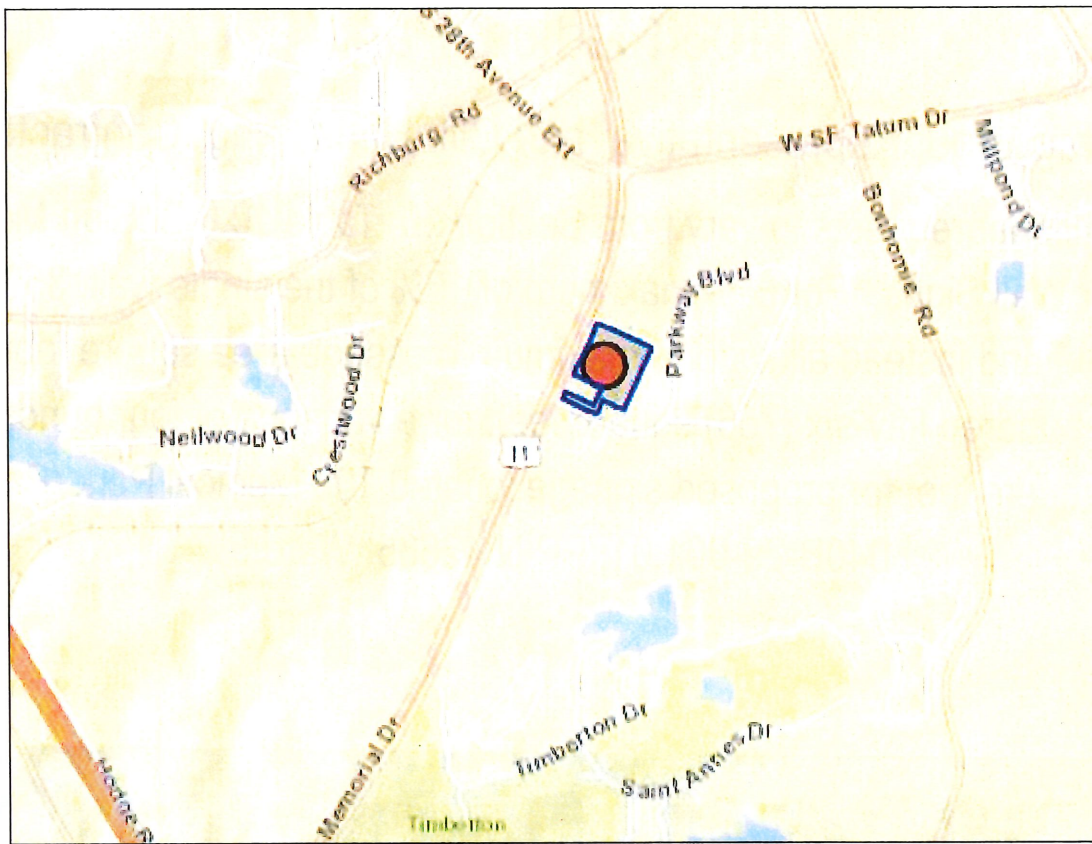
SUBJECT PARCEL: 103 Medical Park

Greg Brou, Representative, and Cliff Hensarling, Contractor

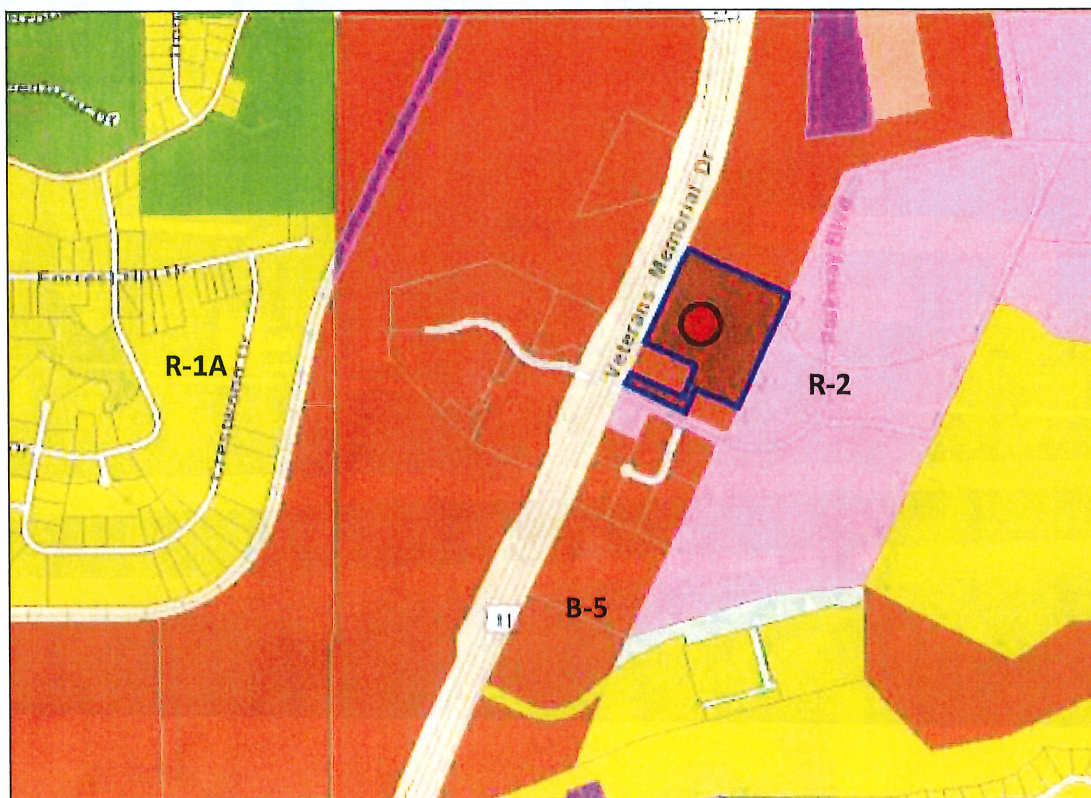
The petitioner requests to vary from Section 10, Table 10.6-2 "Sign Message Area" for Wall Signs, "For B-5- maximum of 15% of the single wall, 350 square feet max" and instead allow for a maximum message area square footage of seven hundred fifty-six (756) square feet, for a variance of four hundred six (406) square feet for proposed signage located 103 Medical Park (Parcel 2-040B-29-001.01, PPIN 42635, Ward 5).



Vicinity Map—Ward 5



Zoning—B-5



Site Aerial



SURROUNDING AREA

Northern Direction: B-5 (Regional Business) District/ Medical



Southern Direction: B-5 (Regional Business) District/ Medical

Eastern Direction: B-5 (Regional Business) District/ Undeveloped



Western Direction: B-5 (Regional Business) District/ Professional Services



55'-0"

4'-0"

ORTHOPAEDICS & SPORTS MEDICINE

119.17 SQ. FT.

Scale: 3/4"=1'-0"

16 SQ. FT.

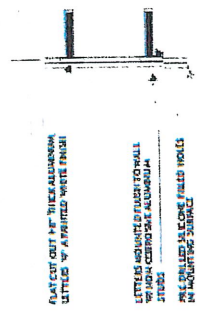
135.17 Total SQ. FT.

Logo and letters will be flat cut 1/8" thick aluminum painted white and mounted flush to the wall with non-corrosive aluminum studs in pre-drilled silicone filled holes.

Example of how signage is measured per the Land Development Code Section 10.7.1. All of the area within the red boxed area is considered wall sign message area.



PHOTO NOT TO PAGE SCALE



FCO ALUMINUM LETTERS

FORM-ALUMINUM-LETTERS



**Board of Adjustment
Case Fact Sheet**

Names of Petitioners: Greg Brou, Representative, and Cliff Hensarling, Contractor

Address of Property: 103 Medical Park
Tax Parcel: 2-040B-29-001.01
PPIN: 42635
Ward: 5

Request: Wall Sign Message Area Variance

Purpose of Request: To consider an application to vary from Section 10, Table 10.6-2 "Sign Message Area" for Wall Signs, "For B-5- maximum of 15% of the single wall, 350 square feet max" and instead allow for a maximum message area square footage of seven hundred fifty-six (756) square feet, for a variance of four hundred six (406) square feet for proposed signage located 103 Medical Park (Parcel 2-040B-29-001.01, PPIN 42635, Ward 5).

Applicant Summary: See Attached Variance Information sheet.

Applicable Regulations: **LDC Section 10.7.1** The message area of a sign shall be the entire width within a single, continuous perimeter enclosing the outer dimensions of the actual message or copy area including decorative trim, customary extensions or embellishments, any structural elements outside the limits of such display surface.
LDC Section 10.7.2 If the sign consists of more than one section or module, all of the area, including that between sections or modules, shall be included in the computation of the sign area.

Table 10.6 - 2 Dimensional Requirements By Sign Type					
Sign Type	Sign Height/Width (max)	Sign Message Area (max) (sq. ft.)	Setback (min.)		Additional Criteria
			Front	Side	
On Premises Signs Building					
Wall Sign	Wall signs shall not extend above roof line	For B-1, All R zones- 1 square foot sign area/1' front façade width up to 50 square feet	n/a	n/a	2 per structure/unit
		For B-2 - 1 square foot sign area/1' front façade width up to 100 square feet	n/a	n/a	3 per structure/unit
		For B-3, B-5, I-1, I-2 - maximum of 15% of the single wall, 350 square feet max, or for structural canopy 10% per side	n/a	n/a	3 per structure/unit
		For B-4 - 1' sign area/1' front facade width up to 150'			

Present Zoning: B-5 (Regional Business) District

Present Use: Medical

Surrounding Zoning and Land Use:

North: B-5 (Regional Business) District/ Medical
 South: B-5 (Regional Business) District/ Medical
 East: B-5 (Regional Business) District/ Undeveloped
 West: B-5 (Regional Business) District/ Professional Services

Future Land Use: Community Business A

Most Nearly Bounded By (streets): It is bounded to the west by Veterans Memorial Drive, east by Medical Park, and south by Parkway Boulevard. It is accessible by Medical Park.

Letters or Concerns stated: The Planning Division Office has not received any letters or other written communications relative to this case as of December 22, 2020.

History / Background: The petitioners submitted a sign permit application for the wall signage at the site. The Land Development Code permits up to 350 sq. ft. total wall signage message area for a single business. The proposed wall signage exceeded the allotted limit. The petitioners requested that Staff permit only a portion of the proposed signage

on the site, and stated that they would apply for a variance for the remaining signage. Staff permitted the two signs facing Veterans Memorial Drive.

In making a final review of the variance application, Staff discovered they had errantly permitted the two signs, which exceeded the 350 sq. ft. limit. While the sign contractor provided the correct dimensions on the permit, the dimensions were incorrectly calculated. Staff informed the representative that while the City would not revoke the issued sign permit, the original variance request would be much larger than originally discussed.

At current, Staff has approved 535.55 sq. ft. of signage. At the time, Staff was under the impression they were only permitting 326.8 sq. ft. The unpermitted sign is 220 sq. ft., bringing the total requested message area to 755.55 sq. ft., for a total variance request of 405.55 sq.ft.

All proposed wall signs are less than the 15% wall coverage allotted for wall signs in B-5 zoning.

A monument sign was previously permitted and installed on site. Additionally, a multitenant pole sign at the entrance to the development is being considered by the applicant, though no permit application has been submitted for formal review.

Basis for Approval (12.4.1.1):

I. Hardship.

- The hardship is unique to the property and is not or will not be caused by the actions or inactions of the applicant.
- There are exceptional conditions creating an undue hardship applicable only to the property involved or the intended use which do not apply generally to the other land areas or uses within the same zoning district.

II. Special Privilege. A variance shall not confer any special privilege that is denied to other lands or structures in the same zoning district.

III. Literal Interpretation. The literal interpretation of the provisions of the regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district and would cause unnecessary and undue hardship on the applicant.

IV. Reasonable Use. The applicant cannot make reasonable use of the property without the requested variance.

V. Minimum Required. The granting of a variance is the minimum variance that will make possible the reasonable use of the land or structure.

VI. Conformance with the Purposes of this Code. The granting of a variance will not conflict with the purposes and intent expressed or implied in the Land Development Code.

Variance Information

The Board of Adjustment has the responsibility to hear and make recommendation on requests for variances to the requirements of this Code (per Section 11.4.). Section 12.4.1 Variances are departures from the standards of the Land Development Code, except land use, which will not be contrary to the public interest and where, owing to conditions peculiar to the property and not as a result of the action of the applicant, a literal enforcement of this Code would result in unnecessary and undue hardship.

The following conditions must be met before a variance can be recommended. Not all criteria must be met. However, a strong application will meet multiple criteria.

Approval Criteria.

A variance is not a right, but a privilege that property owners meeting the following criteria may request. These criteria are to be used to consider all variance requests. It shall be the burden of the applicant to prove that the request meets these criteria. Use this worksheet or format your own to demonstrate the following criteria.

1. **Hardship.** (a) The hardship is unique to the property and is not or will not be caused by the actions or inactions of the applicant. (b) There are exceptional conditions creating an undue hardship applicable only to the property involved or the intended use which do not apply generally to the other land areas or uses within the same zoning district.

2. **Special Privilege.** A variance shall not confer any special privilege that is denied to other lands or structures in the same zoning district.

3. **Literal Interpretation.** The literal interpretation of the provisions of the regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district and would cause unnecessary and undue hardship on the applicant.

Variance Information

4. **Reasonable Use.** The applicant cannot make reasonable use of the property without the requested variance.

5. **Minimum Required.** The granting of a variance is the minimum variance that will make possible the reasonable use of the land or structure.

6. **Conformance with the Purpose of this Code.** The granting of a variance will not conflict with the purposes and intent expressed or implied in the Land Development Code.

See attached page and graphics to address Approval Criteria #6.

12.4.1.2 Conditions of Approval. In recommending the granting of a variance, the Board of Adjustment may require appropriate conditions and safeguards in conformity with this Code. Violation of such conditions and safeguards, when made a part of the terms under which a variance is granted, shall be deemed a violation of this Code. The recommendation of the Board of Adjustment shall be presented to the City Council for final action.

6. **Conformance with the purpose of this code.** The granting of a variance will not conflict with the purposes and intent expressed or implied in the Land Development Code.

This variance will not conflict with the purposes and intent of the Land Development Code. The code allows for three wall signs with a combined maximum signage area of 350 square feet. The two approved signs on the west side of the building, facing Highway 11, were sized to be within the maximum 15% of the single wall and be proportional to the space that the sign occupies.

The wall sign covered in this variance is located on the opposite side of the building. As such, the appearance of too much signage is not an issue since this is the only wall sign on the east side of the building.

Maximum sign area allowed for east wall sign (See graphic)

$$30' \times 59' = 1770 \text{ sqft} \times 15\% = \underline{265.5 \text{ sqft}}$$

Actual sign area (See graphic)

$$135.2 \text{ sqft}$$

Maximum square footage allowed for all three wall signs per ordinance

$$350 \text{ sqft}$$

Square footage of the two approved wall signs (See graphic)

$$326.8 \text{ sqft}$$

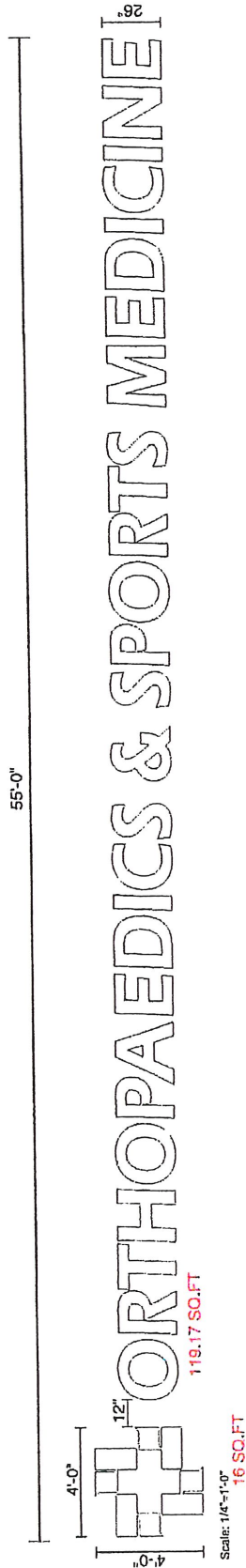
Total requested wall signs square footage (3 signs)

$$462 \text{ sqft}$$

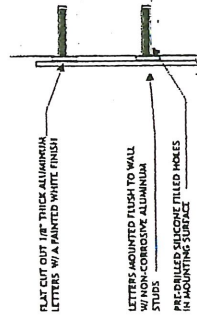
Wall sign variance square footage

$$462 \text{ sqft} - 350 \text{ sqft} = 112 \text{ sqft}$$

East Side Variance Sign



135.17 Total SQ.FT
Mfg. and install (1) logo and (1) set of (non illuminated) aluminum letters as shown above and right in photo....
Logo and letters will be flat cut 1/8" thick aluminum painted white and mounted flush to the wall with non-corrosive aluminum studs in pre-drilled silicone filled holes.



FCO ALUMINUM LETTERS

(NON-ILLUMINATED)

NOT TO SCALE



PHOTO NOT TO PAGE SCALE

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(800) 869-1804 • (985) 645-1804 • F 1985643 3758

Client	Sales Rep.
HC Orthopaedics & Sports Medicine	Cliff Hensarling
103 Parkway Blvd	Date
Halliburton, MS	09/09/2020
Project	Scale
Non-Illuminated FCO Letters	1/4"=1'-0"

Designer	Drawing No. / Pg No.
Glenn Dieterich	09201159
Revision Date	

120V	Approved By	Approved Date

www.signlite.com • info@signlite.com

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East Side Wall Dimensions

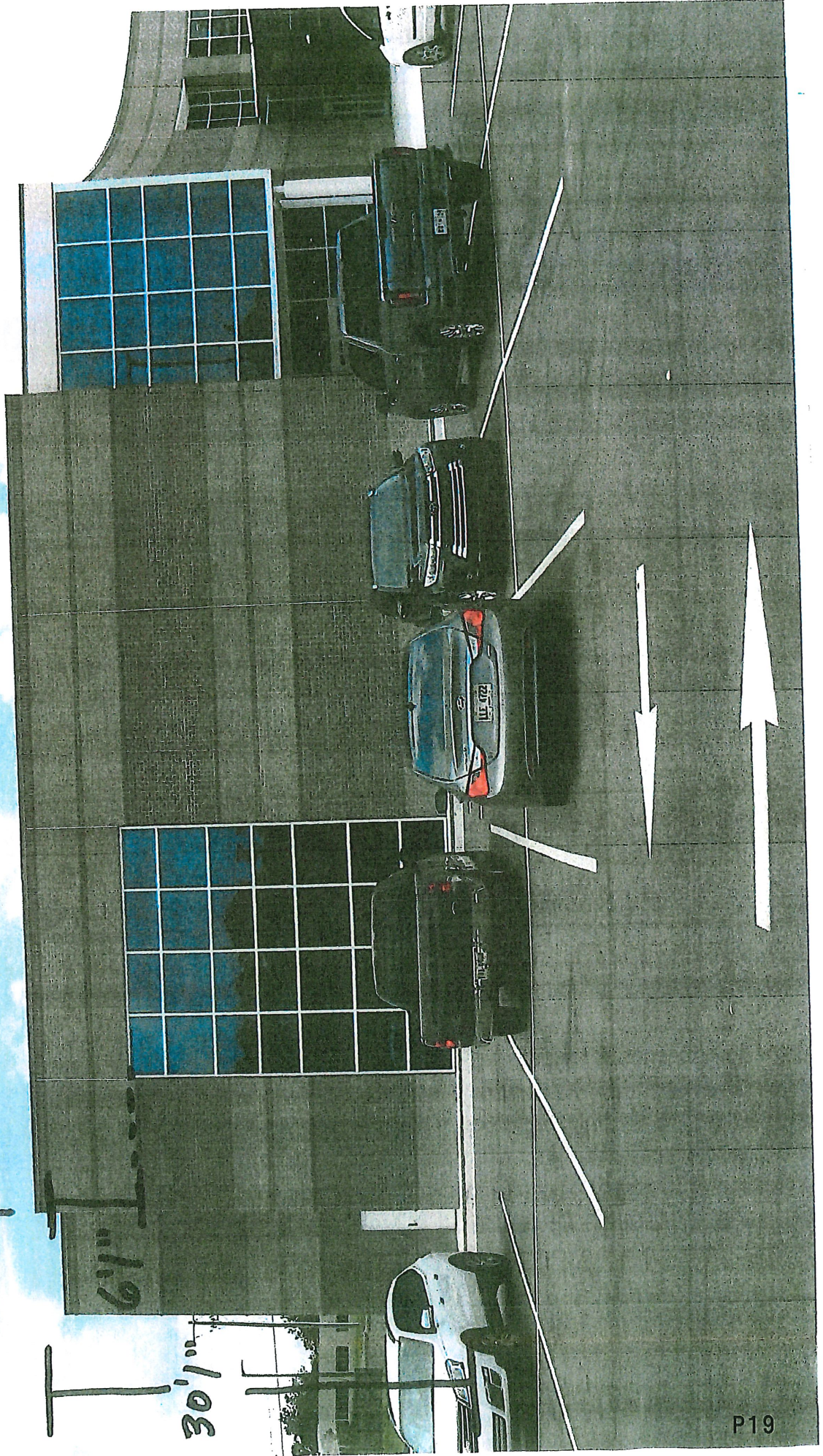
Sign 3

$59 \times 30 = 1770 \times 15\% = 265.5 \text{ SF}$
Allowed

59'

30'

6'



West Side Approved Sign

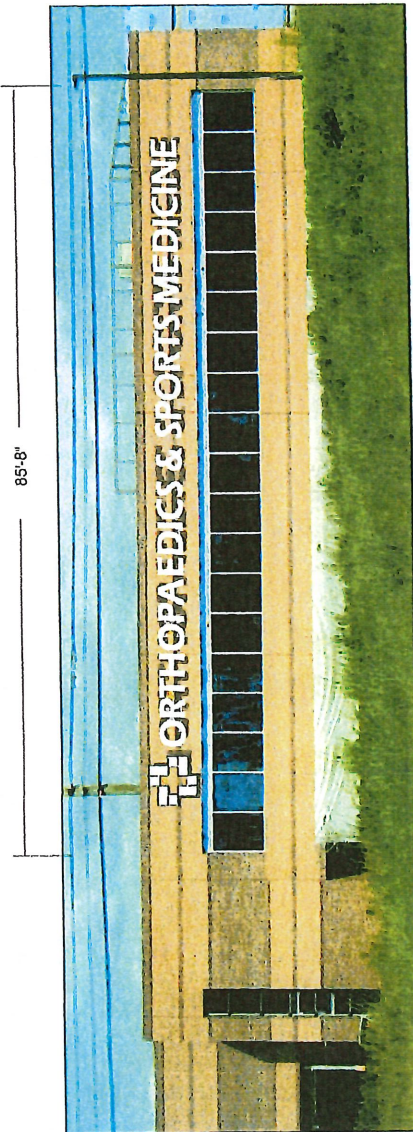
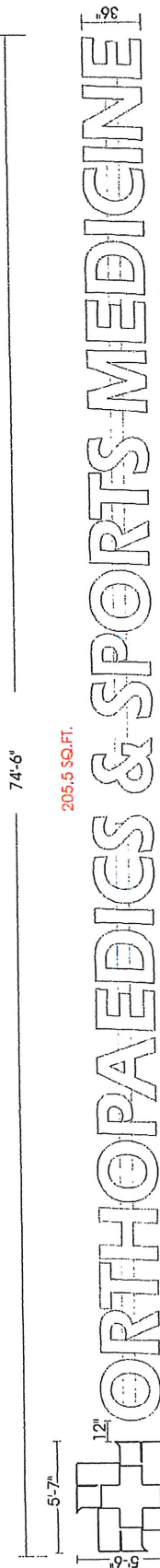
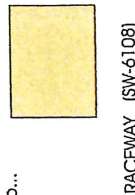
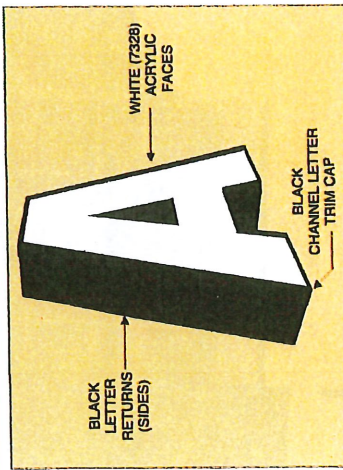


PHOTO NOT TO PAGE SCALE



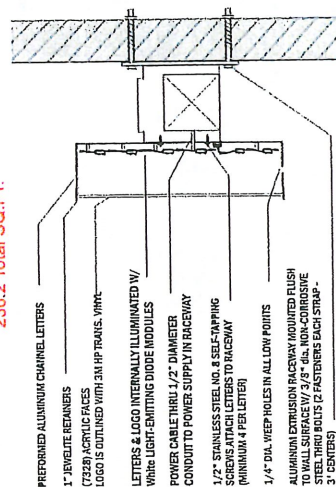
RACEWAY (SW-6108)

Mfg. and install (1) set of raceway mounted, internally illuminated channel letters and logo as shown above and in photo...

Logo & Channel letters will have pre-finished Black aluminum returns, Black trim cap, (7328) White Acrylic faces and White LED illumination.

The Logo will be outlined with 3M Trans. Black vinyl (see detail right).

Aluminum fabricated raceways will be painted "Lattice" (SW-6108) and will contain all power supplies.



Scale: 3/16" = 1'-0"

236.2 Total SQ.FT.

- PRE-FINISHED ALUMINUM CHANNEL LETTERS
- 1" JEWELRY REMAINERS
- (7328) ACRYLIC FACES
- LOGO IS OUTLINED WITH 3M HP TRANS. VINYL
- LETTERS & LOGO INTERNALLY ILLUMINATED W/ WHITE LIGHT-EMITTING DIODE MODULES
- POWER CABLE THRU 1/2" DIAMETER CONDUIT TO POWER SUPPLY IN RACEWAY
- 1/2" STAINLESS STEEL NO. 8 SELF-TAPPING SCREWS ATTACH LETTERS TO RACEWAY (MINIMUM 4 PER LETTER)
- 1/4" DIA. VEE HOLES IN ALLOW POINTS
- ALUMINUM EXTRUSION RACEWAY MOUNTED FLUSH TO WALL SURFACE W/ 3/8" DIA. SCREWS (MINIMUM 4 PER LETTER)

COLORS REPRESENTED ON THIS PRINT MAY NOT MATCH THE PMS CHIP, VINYL OR PAINT COLORS EXACTLY. It is to be viewed as a color representation only.

SIGN LITE

1490 I-10 Service Rd. • Suite 11 • LA 70461
(800) 869-3804 • (985) 649-3804 • (985) 643-3758

Client	Sales Rep.
HC-Orthopaedics & Sports Medicine	Cliff Hensarling
103 Parkway Blvd.	Date
Hattiesburg, MS	08/01/2019
Project	Scale
Illuminated Channel Letters	3/16"=1'-0"

Designer	Drawing No. / Pg No.
Glenn Dieterich	051948/CF
Revision Date	Approval Date
10/12/2020	

120 v	Approved By
High Voltage Transformer	
Approval Date	

West Side Approved Sign

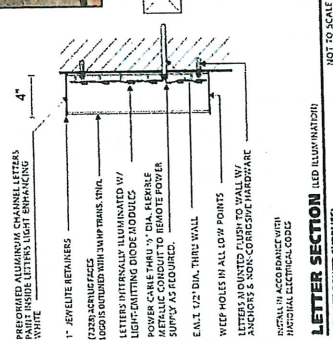
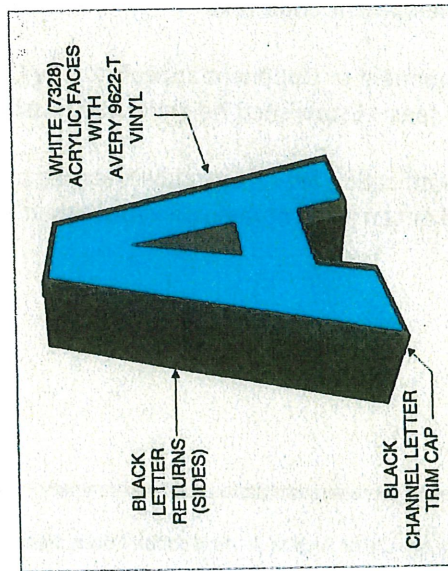


Mfg. and install (1) set of individually mounted, internally illuminated channel letters and logo as shown above and in photo...

Logo & Channel letters will have pre-finished Black aluminum returns, Black trim cap, and White LED illumination.

(7328) White acrylic letter faces will be decorated first surface with Avery 9622-T vinyl.

(7328) White acrylic logo face will be decorated first surface with Avery 9622-T vinyl (inset 1/2")



COLORS REPRESENTED ON THIS PRINT MAY NOT MATCH THE PMS CHIP, VINYL OR PAINT COLORS EXACTLY. IT IS TO BE VIEWED AS A COLOR REPRESENTATION ONLY.

SIGN LITE
LIGHTING THE WAY TO SUCCESS

1490 I-10 Service Rd. • Slidell, LA 70461
(800) 869-3804 • (985) 649-3804 • (504) 885-6433

Client	Sales Rep.
HC Orthopedics & Sports Medicine 103 Parkway Blvd. Hattiesburg, MS	Cliff Hensarling
Project	Date
Illuminated Channel Letters/Logo	08/01/2019
	Scale
	1/4" = 1'-0"

Designer	Drawing No. / Pg No.
Glenn Dieterich	051948D
Revision Date	Approval Date
10/15/2020	

120 V	120 V
120 V	120 V

THE 2 PLANS HAVE SPECIFICATIONS
HAVE BEEN REVIEWED AND APPROVED
AND APPROVED TO THE BEST
OF MY KNOWLEDGE AND BELIEF THEY
COMPLY WITH ALL CITY ORDINANCES
AND ALL OTHER LOCAL ORDINANCES
THEY MAY BE SUBJECT TO
THE CITY.

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Required Fees

All fees adopted by Ordinance Number 2977, adopted January 22, 2008, as amended. This is an excerpt from that ordinance:

Public Hearing Fees:

Variance (includes Concept Site Plan Review) -----	\$ 175.00 per application and one Variance request; plus \$50.00 for each additional variance request within same application
Street/Alley Naming or Re-Naming -----	\$300.00 per application, plus \$100.00 per required street name sign if approved*
*Fees for replacement street signs shall be paid after City Council approval, but prior to effective date.	
Street/Alley Closing -----	\$300.00 per application
[Conditional] Use Permit -----	\$200.00 per application
Zoning Change -----	\$400.00 per application* (*see PUD or PRD & zoning package rate)
Planned Unit Development (PUD) or Planned Residential Development (PRD), & [Planned Mixed-Use District PMU] -----	\$400.00 per application (*see PUD or PRD & zoning \package rate) Or (**see PUD or PRD & Subdivision of Land package)
Planned Unit Development (PUD) or Planned Residential Development (PRD) with Zoning Change package* -----	\$600.00 per package application
Subdivision of Land (Preliminary Plats) -----	\$225.00 per application, plus \$10.00 for each created lot (**see PUD or PRD & Subdivision of Land package rate)
Note: Final Plats should be submitted to the governing body for approval within 12 months of approval of preliminary plats.	
Planned Unit Development (PUD) or Planned Residential Development (PRD) with Subdivision of Land package ** -----	\$500.00 per application, plus \$10.00 for each created lot (**see PUD or PRD & Subdivision of Land package rate)
Change in Land Development Code Text -----	\$200.00 per application
Appeal Fees for Proponent or Opponent appeals to City Council ---	\$50.00 per appeal
Exempt from fees – Established Neighborhood Associations	
Cancellation / Re-notification fee on any public hearing process (Planning Commission or City Council) that is tabled or cancelled at the owner/developer's request -----	\$50.00 (per each 100 mailing labels)

**ALL ITEMS, EXCEPT SINGLE-FAMILY RESIDENTIAL SINGLE LOTS, MUST GO THROUGH SITE PLAN REVIEW PROCESS
UPON APPROVAL OF PUBLIC HEARING APPLICATIONS AND THE FOLLOWING ADDITIONAL FEES WILL APPLY:**

Plan Review Fees:

Site Plan Review is required for all development, EXCEPT owner/occupied single-family residential, and those determined by the Building Official to be inapplicable. Note: The public hearing fees include one Concept Review for those actions that require Site Review:

New construction reviews, including billboards/LED signs – (includes initial submittal and 2 re-submittals) -----	\$200.00 for first acre, plus \$30.00 for each additional acre, or fraction thereof, of development
Expansion or renovation construction reviews (includes initial submittal and 2 re-submittals) -----	\$100.00 for first acre, plus \$30.00 for each additional acre, or fraction thereof, of development
Fourth and subsequent new, expansion or renovation Construction reviews --	\$ 50.00 each additional submittal
Expedient Process Lot Subdivision (up to 3 commercial lots) -----	\$150.00
Concept Review (general layout review only) -----	\$ 50.00
New use type(s) in existing building(s) -----	\$ 50.00

Make all checks payable to the City of Hattiesburg

SIGN PERMIT APPLICATION

CITY OF HATTIESBURG - LAND DEVELOPMENT CODE OFFICE
P O BOX 1898 - HATTIESBURG, MS 39403-1898 - PHONE (601) 545-4559

Application must be completed IN FULL prior to any review by LDC Staff			
Drawings CANNOT be faxed as they are typically illegible.			
L.E.D. Signs must also be approved by the Site Plan Review Committee for SPRC application contact 601-545-4599			
			DATE <u>11-11-20</u>
Name of Project		<u>Hattiesburg Clinic - Orthopaedics + Sports Medicine</u>	
Property Address		<u>103 Parkway Blvd.</u>	
Phone Numbers (cell, office, etc.)		<u>601-268-5630</u>	
City <u>Hattiesburg</u>	State <u>ms</u>	Zip <u>39401</u>	County <u>Forrest</u>
If mailing address different from above - please complete the following information:			
Property Owner/Company Name		<u>Hattiesburg Clinic</u>	
Mailing address		<u>415 S. 28th Street</u>	
Phone Numbers (cell, office, etc.)		<u>601-268-5795</u>	
City <u>Hattiesburg</u>	State <u>ms</u>	Zip <u>39401</u>	County <u>Forrest</u>
Shaded areas are for L.D.C. Staff only			
Zoning Class	Historical District	Flood Zone	
Panel #	Map #	Eff. Date	
CONTRACTOR INFORMATION:		VERIFIED BY LDC:	
SIGN CONTRACTOR:	<u>Digital Ink LLC dba Sign Lite</u>	INS	BOND
ELECTRICAL:		INS	BOND
RESPONSIBLE PARTY FOR CLEANUP/DISPOSAL:		(SIGNATURE) <u>Cliff Hensarling</u>	
Clean-up Contact Person: <u>Cliff Hensarling</u>		Company Name: <u>Sign Lite</u>	
Address: <u>1490 I-10 SR Slidell, LA 70461</u>		Phone: <u>601-572-0654</u>	
The following items or information is required for review of this application			
Site Plan/Property Plat with sign location, setback and ALL sign and setback dimensions		(attach)	
Vicinity Map for Property Site Required		(attach)	
Parcel Number:	PPIN #		
Corner Lot? (yes/no) <u>NO</u>	Interior Lot? (yes/no) <u>yes</u>	Church Sign? (yes/no)	
Are there any existing freestanding signs at this location? (yes /no) <u>yes</u>		School Sign? (yes/no)	
Engineer Certification (attach) as to:	Footling:	Wind load:	
State/Federal Permit Required (Highway Dept)	Yes:	No:	If yes, Permit #
Describe Scope of Work:		<u>Mfg. + Install: One set of non-illuminated Flat-cut-out Letters to read " Orthopaedics + Sports Medicine " with logo as per Drawing # 092011 S3.</u>	
Variance(s) Required?		How many	Section #
		Requires:	Requests:
		How many	Section #
		Requires:	Requests:

SIGN DETAIL							
Check appropriate block(s) or indicate Letter		1st SIGN	2nd SIGN	3rd SIGN	4th SIGN		
New Sign		✓					
Replacing Existing Sign							
Change Out Face Only - NO change in size/message area							
Permanent Sign (P)	or Temporary Sign (T)	P					
Commercial (C)	or Non-Commercial (NC)	C					
Off Premise (need site plan) (Off)	or On Premise (On)	On					
Freestanding (F)	or Monument (M)						
Roof Sign (R)	or Projecting (P)						
L.E.D.	or Marquee (M)						
Building Mounted (B)	or Wall Mounted (W)	W					
Tubing or String of lights (T or S)	or Directional (D)						
Billboard (specify if single (S), "V" shaped (V) or back-to-back (B/B) style)							
Other (specify type)							
Give details for each proposed sign							
Street Frontage (Linear Foot)		ft	ft	ft	ft		ft
Front Setback (to property line/not road)		F ft	F ft	F ft	F ft		F ft
Nearest Side Setback (to property line/not road)		S ft	S ft	S ft	S ft		S ft
Rear Setback (to property line/not road)		R ft	R ft	R ft	R ft		R ft
Overall Sign Height (ground to top of pole)		H ft	H ft	H ft	H ft		H ft
Ground Clearance		C ft	C ft	C ft	C ft		C ft
Sign Height		H ft	H ft	H ft	H ft		H ft
Sign Width		W ft	W ft	W ft	W ft		W ft
Sign Depth		D ft	D ft	D ft	D ft		D ft
How many sides? 1, 2, Multi (M), 3 dimensional (3)							
Distance between backs of signs (B/B)		B/B	B/B	B/B	B/B		B/B
Standard Message Area Square Footage (per panel or section)		Sq Ft	Sq Ft	Sq Ft	Sq Ft		Sq Ft
Standard Message Area Square Footage (per panel or section)		Sq Ft	Sq Ft	Sq Ft	Sq Ft		Sq Ft
Standard Message Area Square Footage (per panel or section)		Sq Ft	Sq Ft	Sq Ft	Sq Ft		Sq Ft
Standard Message Area Square Footage (per panel or section)		Sq Ft	Sq Ft	Sq Ft	Sq Ft		Sq Ft
Standard Message Area Square Footage (per panel or section)		Sq Ft	Sq Ft	Sq Ft	Sq Ft		Sq Ft
Standard Message Area Square Footage (per panel or section)		Sq Ft	Sq Ft	Sq Ft	Sq Ft		Sq Ft
Standard Message Area Square Footage (per panel or section)		Sq Ft	Sq Ft	Sq Ft	Sq Ft		Sq Ft
L.E.D. Message Area Square Footage		Sq Ft	Sq Ft	Sq Ft	Sq Ft		Sq Ft
TOTAL Message Area for overall sign		Sq Ft	Sq Ft	Sq Ft	Sq Ft		Sq Ft
L.E.D. Color							
Illuminated (I)	or Non-Illuminated (NI)	NI					
Internally Illuminated (II)	or Externally Illuminated (EI)						
For Building or Wall Signs: Size/Area Height		H 4' ft	H ft	H ft	H ft		H ft
For Building or Wall Signs: Size/Area Width		W 55' ft	W ft	W ft	W ft		W ft
For Building or Wall Signs: Overall Wall Size/Area		135.17 Sq Ft	Sq Ft	Sq Ft	Sq Ft		Sq Ft
For Billboards - Distance from closest billboard on same side of street		ft	ft	ft	ft		ft
If Commercial Project over \$10,000 then you must provide an MPC Number #				Total Job Cost \$ 5,275.			
				Permit Fee \$			
I hereby certify that I have read and examined this statement and know the same to be true and correct:							
Print Name: Cliff Hensarling				Signature: Cliff Hensarling			
Notes:							
Approved by:		Date approved:		Date issued:			
Permit Number:		Cross Ref. Permit:		Prepared by:			

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG BOARD OF ADJUSTMENT
January 6, 2021**

The Hattiesburg Board of Adjustment did meet in regular session on January 6, 2021 at 3:30 PM at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Shawn Harris, Chair, presided over the meeting. A quorum was indicated and the attendance was as follows:

Board Members Present: Bruce Betts, Vice-Chair
Victoria Bolls
Bernard Green (via GoToMeeting)
Shawn Harris, Chair
Lucy Parkman
Stacy Ready (via GoToMeeting)
James Trussell (via GoToMeeting)

Board Members Absent: Dick Conville
James Hughes
Kenneth Waites

Also Present: Ginger Maddox Lowrey, AICP, Planning Division Manager
Caroline Miles, Planner
Jim Gladden, Esq.

Shawn Harris, Chair, declared the meeting of the Hattiesburg Board of Adjustment open and in session at 3:31 PM.

AGENDA REVIEW

There came the matter of the January 2021 Agenda. A motion was made to approve the January 2021 Agenda by Lucy Parkman and seconded by Victoria Bolls.

Board Members voting aye: Bruce Betts, Vice-Chair
Victoria Bolls
Bernard Green (via GoToMeeting)
Shawn Harris, Chair
Lucy Parkman
Stacy Ready (via GoToMeeting)
James Trussell (via GoToMeeting)

Board Members voting nay: None

MINUTES REVIEW

There came the matter of the December 2, 2020 minutes. Lucy Parkman requested a correction to the vote on Item A to indicate Dick Conville was absent for the vote. A motion was made to approve the minutes with correction by Lucy Parkman and seconded by James Trussell.

Board Members voting aye: Bruce Betts, Vice-Chair
Victoria Bolls
Bernard Green (via GoToMeeting)
Shawn Harris, Chair
Lucy Parkman
Stacy Ready (via GoToMeeting)
James Trussell (via GoToMeeting)

Board Members voting nay: None

REPORTS

PLANNING REPORT

Ginger Maddox Lowrey, AICP, Planning Division Manager, provided the Planning Report. Mrs. Lowrey informed the Board that Jan Lacy (Ward 1) had resigned due to an ongoing scheduling conflict. Mrs. Lowrey also offered details on accessing the previously recorded online training opportunity for the Board through the Mississippi/Alabama Chapters of the American Planning Association. Additionally, on December 22, 2020, City Council approved a front setback variance at 5116 Hwy 42 (BOA approval upheld).

CHAIR’S REPORT

No report provided.

INTRODUCTIONS

Board members introduced themselves.

PUBLIC HEARING – BOARD OF ADJUSTMENT

Shawn Harris, Chair, declared the Public Hearing for the Board of Adjustment open at 3:39 PM.

There came the matter of Item A (Wall Sign Message Area Variance), Greg Brou, Representative, and Cliff Hensarling, Contractor, as required in the Land Development Code, Ord. No. 3209, to request a variance from Section 10, Table 10.6-2 “Sign Message Area” for Wall Signs, “For B-5- maximum of 15% of the single wall, 350 square feet max” and instead allow for a maximum message area square footage of seven hundred fifty-six (756) square feet, for a variance of four hundred six (406) square feet for proposed signage located 103 Medical Park (Parcel 2-040B-29-001.01, PPIN 42635, Ward 5).

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Greg Brou	415 S 28 th Ave	Hattiesburg, MS
	Cliff Hensarling	2749 Oak Grove Rd.	Hattiesburg, MS

Proponents:

Opponents:

Greg Brou, representative for Hattiesburg Clinic, PA, presented the petition.

Shawn Harris declared the Public Hearing closed and the Business Meeting open to vote on Item A. Bruce Betts made a motion to approve the petition on the following bases: Reasonable Use, the applicant cannot make reasonable use of the property without the requested variance; Conformance with the Purposes of this Code, the granting of a variance with not conflict with the purposes and intent expressed or implied in the Land Development Code. Victoria Bolls seconded the motion.

Board Members voting aye: Bruce Betts, Vice-Chair
Victoria Bolls
Bernard Green (via GoToMeeting)
Shawn Harris, Chair
Stacy Ready (via GoToMeeting)
James Trussell (via GoToMeeting)

Board Members voting nay: None

Board Members abstaining from vote: Lucy Parkman

Lucy Parkman abstained from voting due to her husband’s long-term professional relationship with Hattiesburg Clinic.

There came the matter of Item B (Setback variance), Christian Joseph “Josie”

Gibbons, Owner, and Rion Snowden, Architect, as required in the Land Development Code, Ord. No. 3209, to request a variance from ~~Section 6, Table 6.1 “Minimum Front Setback” for R-1A, “30 feet”, and instead allow a setback of zero(0) feet for a variance of thirty (30) feet along Hillendale Drive~~ Section 6, Table 6.1 “Minimum Side Setback” for R-1A, “10 feet”, and instead allow a setback of zero (0) feet for a variance of ten (10) feet along Hillendale Drive for a proposed building located at 2931 Laramie Circle (Parcel 2-039F-18-163.00, PPIN 24767; Ward 3).

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Josie Gibbons	2931 Laramie Circle	Hattiesburg, MS
<u>Proponents:</u>			
<u>Opponents:</u>			

Josie Gibbons, the homeowner, presented the petition.

Shawn Harris declared the Public Hearing closed and the Business Meeting open to vote on Item B. Bruce Betts made a motion to approve the petition on the following bases: Hardship, the hardship is unique to the property and is not or will not be caused by the action or inactions of the applicant; Reasonable Use, the applicant cannot make reasonable use of the property without the requested variance. Stacy Ready seconded the motion.

Board Members voting aye: Bruce Betts, Vice-Chair
Victoria Bolls
Bernard Green (via GoToMeeting)
Shawn Harris, Chair
Stacy Ready (via GoToMeeting)
James Trussell (via GoToMeeting)

Board Members voting nay: Lucy Parkman

BUSINESS MEETING

There being no further business, Bruce Betts made a motion to adjourn the meeting. The motion was seconded by Bernard Green. The meeting was adjourned at 4:53 PM.

Shawn Harris, Chair

Ginger Maddox Lowrey, AICP, CFM, Planning Division Manager



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Connie Everett, Interim CFO

cc:

Date: Tuesday, January 19, 2021

Re: Adopt the January 19, 2021 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.
File Number: 2021-25
Minute Book #

Summary

Adopt January 19, 2021 amendments to the budget and adopt Resolution authorizing publication of amendments in excess of 10% of the originally appropriated fund balance.

Recommendation Statement

I recommend adoption of the January 19, 2021 amendments and Resolution authorizing publication of amendments in excess of 10% of the originally appropriated fund balance.

Please place this on the January 19, 2021 City Council meeting for consideration.

MEMORANDUM

TO : *Mayor Barker, Members of City Council*
FROM : *Connie Everett, Interim CFO*
DATE : *January 19, 2021*
SUBJECT : *Proposed Amendments, FY 2021*

Below is a list of the most significant proposed amendments to the FY 2021 budget. Attached is a more detailed list of proposed changes to the General Fund, detailing the impact to the Fund's budgeted ending cash. Descriptions are also included for proposed changes to the budgets of other funds.

Significant items specifically for the **General Fund** include:

- Sales tax revenue was adjusted in the amount of \$71,077, using a portion of the year-to-date amount received over budget and budgeted for road projects and police uniforms and additional cost of police vehicles
- Grant proceeds for Amnesty Day were budgeted to cover the cost of the program.
- Reimbursement of franchise fee election costs were received from Mississippi Power and added to budgeted revenue.
- The budget for tipping and recycling fees was increased based upon costs to date, and an additional driver position was added.
- General Fund beginning fund balance budget was adjusted to the actual beginning fund balance, correcting an error discovered while preparing to transition to new financial accounting software.

If you have questions concerning the information presented, please give me a call.

RECAP OF PROPOSED AMENDMENTS**January 19, 2021****FY 2021****GENERAL FUND:****Budgeted Ending Cash as adopted** 4,765,157

Amendments to Revenues:

State Grants	75,000	
State Shared Revenue	71,077	
Refund & Recovery - election, registration fee reimb.	24,853	
Adjustment to Beginning fund balance	244,452	
Total Amendments to Revenues		415,382

Amendments to Expenditures:

City Council - re-budget cancelled registration fee	(853)	
Elections - part-time workers	(31,115)	
Accounting - realign salaries and temp hire	(27,821)	
MPO - add position for transit admin duties	(27,914)	
Police - uniforms; addl cost of vehicles	(77,000)	
Streets - speed tables - Dixie & Lurty Aves.	(200,000)	
Shop - salary realignment	5,566	
Sanitation - driver position; tipping/recycling fees	(153,680)	
Economic Dev - budget CARES Act funds for projects	97,435	
Total Amendments to General Fund Expenditures		(415,382)
Budgeted Ending Cash, as Amended		\$ 4,765,157

SUPPLEMENTAL ENVIRONMENTAL PROJECT FUND:

Establish fund for SSO repairs	\$	50,000
--------------------------------	----	---------------

MASS TRANSIT FUND:

Add part-time position to reduce Mechanics' overtime	\$	11,060
--	----	---------------

RESOLUTION

WHEREAS, the Mayor and City Council of the City of Hattiesburg, Mississippi, have determined that expenditures within the City will exceed the original budget appropriation; and

WHEREAS, the additional appropriation needed is in excess of ten percent (10%) of the original appropriation, and in accordance with Section 21-35-25 of the Mississippi Code of 1972, as amended, shall be published;

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

Section 1. That the following budget amendments are hereby authorized to be made in the City's General Fund Police Capital Outlay Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
-0-	\$573,000	\$573,000	Adjust budget for purchase of police cars

Section 2. That the following budget amendments are hereby authorized to be made in the City's General Fund Public Services Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$4,881,699	\$922,524	\$5,479,223	Adjust budget for paving projects not completed in FY 2020 and speed tables

Section 3. That the following budget amendments are hereby authorized to be made in the City's Supplemental Environmental Project Fund Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ -0-	\$50,000	\$50,000	Establish budget for sewer and stormwater repairs

Section 4. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage, but nevertheless to be published according to law.

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, to wit;

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 19th day of January, 2021.

(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 19th day of January, 2021.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2021

	Original FY 2021 Budgets	November Amend'ts	Amended Budgets	Proposed January Amend'ts	Amended Budgets
<u>Revenues & Beg. Cash Balance:</u>					
Taxes -Other	\$40,000		\$40,000		\$40,000
Licenses & Permits	4,346,000		4,346,000		\$4,346,000
Intergovernmental Revenues:					
Federal	1,316,738	1,071,332	2,388,070		\$2,388,070
State	267,434	317	267,751	75,000	\$342,751
State-Shared	23,010,200		23,010,200	71,077	\$23,081,277
County/City Shared			0		\$0
Charges for Services:					\$0
Public Safety	435,000		435,000		\$435,000
Streets	0		0		\$0
Sanitation	2,290,000		2,290,000		\$2,290,000
Misc.	0		0		\$0
Fines & Forf.	1,042,600		1,042,600		\$1,042,600
Misc. Revenues	328,250		328,250		\$328,250
Transfers-In	1,024,000	814	1,024,814		\$1,024,814
Non-Revenue Receipts	117,000		117,000	24,853	\$141,853
TOTAL REVENUES EXCLUSIVE OF PROPERTY TAXES	\$34,217,222	\$1,072,463	\$35,289,685	\$170,930	\$35,460,615
Beg. Fund Balance	7,000,000	2,707,134	9,707,134	244,452	\$9,951,586
Less Reserve for Court Technology	-914,503		-914,503		-\$914,503
Less Reserve for Future Debt Service			0		\$0
Property Tax Levy	18,745,000		18,745,000		\$18,745,000
TOTAL AVAIL. REVENUES	\$59,047,719	\$3,779,597	\$62,827,316	\$415,382	\$63,242,698

THE GENERAL FUND EXPENDITURE BUDGETS:

City Council					
Personnel	\$366,920		\$366,920		\$366,920
Supplies & Expenses	2,400		2,400		\$2,400
Other Services & Charges	240,500		240,500	853	\$241,353
Capital Outlays	6,000		6,000		\$6,000
Total - City Council	\$615,820	\$0	\$615,820	\$853	\$616,673
City Court					
Personnel	\$1,011,401	\$4,410	\$1,015,811		\$1,015,811
Supplies & Expenses	30,324		30,324		\$30,324
Other Services & Charges	722,262		722,262		\$722,262
Capital Outlays	0		0		\$0
Total - City Court	\$1,763,987	\$4,410	\$1,768,397	\$0	\$1,768,397
Mayor/Admin.					
Personnel	\$650,580		\$650,580		\$650,580
Supplies & Expenses	15,250		15,250		\$15,250
Other Services & Charges	187,700		187,700		\$187,700
Capital Outlays	5,000		5,000		\$5,000
Total - Mayor/Admin.	\$858,530	\$0	\$858,530	\$0	\$858,530
Elections					
Personnel	\$0		\$0	\$31,115	\$31,115
Supplies & Expenses	3,200		3,200		\$3,200

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2021

	Original FY 2021 Budgets	November Amend'ts	Amended Budgets	Proposed January Amend'ts	Amended Budgets
Other Services & Charges	65,550		65,550		\$65,550
Capital Outlays	0		0		\$0
Total - Elections	\$68,750	\$0	\$68,750	\$31,115	\$99,865
Muni. Clerk					
Personnel	\$210,660		\$210,660		\$210,660
Supplies & Expenses	4,150		4,150		\$4,150
Other Services & Charges	49,800	3,675	53,475		\$53,475
Capital Outlays	0		0		\$0
Total - Muni Clerk	\$264,610	\$3,675	\$268,285	\$0	\$268,285
Accounting					
Personnel	\$298,700		\$298,700	\$27,821	\$326,521
Supplies & Expenses	5,230		5,230		\$5,230
Other Services & Charges	1,800		1,800		\$1,800
Capital Outlays	0		0		\$0
Total - Accounting	\$305,730	\$0	\$305,730	\$27,821	\$333,551
Purchasing					
Personnel	\$127,555		\$127,555		\$127,555
Supplies & Expenses	2,750		2,750		\$2,750
Other Services & Charges	2,734		2,734		\$2,734
Capital Outlays	0		0		\$0
Total - Purchasing	\$133,039	\$0	\$133,039	\$0	\$133,039
City Attorney					
Personnel	\$96,255		\$96,255		\$96,255
Supplies & Expenses	100		100		\$100
Other Services & Charges	11,100		11,100		\$11,100
Capital Outlays	0		0		\$0
Total - City Attorney	\$107,455	\$0	\$107,455	\$0	\$107,455
Human Resources					
Personnel	\$190,612		\$190,612		\$190,612
Supplies & Expenses	8,900		8,900		\$8,900
Other Services & Charges	6,100		6,100		\$6,100
Capital Outlays	0		0		\$0
Total - Human Resources	\$205,612	\$0	\$205,612	\$0	\$205,612
Loss Control					
Personnel	\$70,565	\$1,050	\$71,615		\$71,615
Supplies & Expenses	6,350		6,350		\$6,350
Other Services & Charges	3,700		3,700		\$3,700
Capital Outlays	0		0		\$0
Total - Loss Control	\$80,615	\$1,050	\$81,665	\$0	\$81,665
Urban Development					
Personnel	\$568,905		\$568,905		\$568,905
Supplies & Expenses	26,360		26,360		\$26,360
Other Services & Charges	124,165	21,010	145,175		\$145,175
Capital Outlays	0		0		\$0

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2021

	Original FY 2021 Budgets	November Amend'ts	Amended Budgets	Proposed January Amend'ts	Amended Budgets
Total - Urban Dev.	\$719,430	\$21,010	\$740,440	\$0	\$740,440
Information Systems					
Personnel	\$308,682		\$308,682		\$308,682
Supplies & Expenses	39,100	15,000	54,100		\$54,100
Other Services & Charges	941,000		941,000		\$941,000
Capital Outlays	20,000		20,000		\$20,000
Total - Inf. Systems	\$1,308,782	\$15,000	\$1,323,782	\$0	\$1,323,782
Gen. Gov't Building					
Personnel			\$0		\$0
Supplies & Expenses	19,500		19,500		\$19,500
Other Services & Charges	171,900	4,200	176,100		\$176,100
Capital Outlays	0		0		\$0
Total - Gen. Gov't Building	\$191,400	\$4,200	\$195,600	\$0	\$195,600
Intermodal Facility (Depot) O & M:					
Personnel	\$0		\$0		\$0
Supplies & Expenses	12,500		12,500		\$12,500
Other Services & Charges	100,200		100,200		\$100,200
Capital Outlays	0		0		\$0
Total - Depot O & M	\$112,700	\$0	\$112,700	\$0	\$112,700
Metro Planning					
Personnel	\$107,440		\$107,440	\$27,914	\$135,354
Supplies & Expenses	19,000		19,000		\$19,000
Other Services & Charges	147,200	27,790	174,990		\$174,990
Capital Outlays	0		0		\$0
Total - Metro Planning	\$273,640	\$27,790	\$301,430	\$27,914	\$329,344
Gen. Gov't Insurance/Other serv.					
Personnel	\$0		\$0		\$0
Supplies & Expenses	1,000		1,000		\$1,000
Other Services & Charges	2,362,900		2,362,900		\$2,362,900
Capital Outlays			0		\$0
Total - Gen. Gov't Insur/other Serv.	\$2,363,900	\$0	\$2,363,900	\$0	\$2,363,900
Federal Programs Administration					
Personnel	\$0		0		\$0
Supplies	0		0		\$0
Other Services & Charges	0		0		\$0
Capital Outlay	0		0		\$0
Total - Federal Programs Admin.	\$0	\$0	\$0	\$0	\$0
Recap - General Government Cost Centers					
Personnel	\$4,008,275	\$5,460	\$4,013,735	\$86,850	\$4,100,585
Supplies & Expenses	\$196,114	\$15,000	\$211,114	\$0	\$211,114
Other Services & Charges	\$5,138,611	\$56,675	\$5,195,286	\$853	\$5,196,139
Capital Outlays	\$31,000	\$0	\$31,000	\$0	\$31,000
Total - Gen. Government	\$9,374,000	\$77,135	\$9,451,135	\$87,703	\$9,538,838

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2021

	Original FY 2021 Budgets	November Amend'ts	Amended Budgets	Proposed January Amend'ts	Amended Budgets
Police					
Personnel	\$11,263,640		\$11,263,640		\$11,263,640
Supplies & Expenses	778,947	3,616	782,563	4,000	\$786,563
Other Services & Charges	561,398	36,735	598,133		\$598,133
Capital Outlays	0	500,000	500,000	73,000	\$573,000
Total - Police	\$12,603,985	\$540,351	\$13,144,336	\$77,000	\$13,221,336
Police & Fire Training					
Personnel	\$41,702		\$41,702		\$41,702
Supplies & Expenses	106,084		106,084		\$106,084
Other Services & Charges	63,645	11,500	75,145		\$75,145
Capital Outlays	0		0		\$0
Total - Police & Fire Training	\$211,431	\$11,500	\$222,931	\$0	\$222,931
Fire					
Personnel	\$8,710,568		\$8,710,568		\$8,710,568
Supplies & Expenses	313,343		313,343		\$313,343
Other Services & Charges	282,109	60,000	342,109		\$342,109
Capital Outlays	0		0		\$0
Total - Fire Dept.	\$9,306,020	\$60,000	\$9,366,020	\$0	\$9,366,020
Code Enforcement					
Personnel	\$629,322		\$629,322		\$629,322
Supplies & Expenses	24,855		24,855		\$24,855
Other Services & Charges	229,150		229,150		\$229,150
Capital Outlays	0		0		\$0
Total - Code Enforcement	\$883,327	\$0	\$883,327	\$0	\$883,327
Contractual Services - Public Safety					
Personnel	\$380,300		\$380,300		\$380,300
Supplies & Expenses	0		0		\$0
Other Services & Charges	997,000		997,000		\$997,000
Capital Outlays	0		0		\$0
Total - Cont. Serv. - Public Safety	\$1,377,300	\$0	\$1,377,300	\$0	\$1,377,300
<u>Public Services Cost Centers:</u>					
Traffic Maint.					
Personnel	\$269,889		\$269,889		\$269,889
Supplies & Expenses	160,700		160,700		\$160,700
Other Services & Charges	47,300		47,300		\$47,300
Capital Outlays	0		0		\$0
Total - Traffic Maint.	\$477,889	\$0	\$477,889	\$0	\$477,889
Streets					
Personnel	\$996,467	\$7,740	\$1,004,207		\$1,004,207
Supplies & Expenses	409,300		409,300		\$409,300
Other Services & Charges	1,420,330	540,212	1,960,542	200,000	\$2,160,542
Capital Outlays	0	120,000	120,000		\$120,000
Total - Streets	\$2,826,097	\$667,952	\$3,494,049	\$200,000	\$3,694,049
Street Lights					

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2021

	Original FY 2021 Budgets	November Amend'ts	Amended Budgets	Proposed January Amend'ts	Amended Budgets
Personnel			\$0		\$0
Supplies & Expenses			0		\$0
Other Services & Charges	1,320,000		1,320,000		\$1,320,000
Capital Outlays	0		0		\$0
Total - Street Lights	\$1,320,000	\$0	\$1,320,000	\$0	\$1,320,000
Engineering					
Personnel	\$541,348		\$541,348		\$541,348
Supplies & Expenses	11,075		11,075		\$11,075
Other Services & Charges	319,887		319,887		\$319,887
Capital Outlays	0		0		\$0
Total - Engineering	\$872,310	\$0	\$872,310	\$0	\$872,310
Shop					
Personnel	\$464,648		\$464,648	-\$5,566	\$459,082
Supplies & Expenses	40,935		40,935		\$40,935
Other Services & Charges	44,700		44,700		\$44,700
Capital Outlays	0		0		\$0
Total - Shop	\$550,283	\$0	\$550,283	-\$5,566	\$544,717
GOFS					
Personnel	\$0		\$0		\$0
Supplies & Expenses	5,120		5,120		\$5,120
Other Services & Charges	19,000		19,000		\$19,000
Capital Outlays	0		0		\$0
Total - GOFS	\$24,120	\$0	\$24,120	\$0	\$24,120
Drainage					
Personnel	\$0		\$0		\$0
Supplies & Expenses	31,800		31,800		\$31,800
Other Services & Charges	107,800	29,150	136,950		\$136,950
Capital Outlays	803,850	147,000	950,850		\$950,850
Total - Drainage	\$943,450	\$176,150	\$1,119,600	\$0	\$1,119,600
Construction					
Personnel	\$583,936		\$583,936		\$583,936
Supplies & Expenses	104,275	13,625	117,900		\$117,900
Other Services & Charges	108,032		108,032		\$108,032
Capital Outlays	0		0		\$0
Total - Construction	\$796,243	\$13,625	\$809,868	\$0	\$809,868
Sanitation					
Personnel	\$1,677,285		1,677,285	\$28,680	\$1,705,965
Supplies & Expenses	373,100		373,100		\$373,100
Other Services & Charges	1,488,050	28,162	1,516,212	125,000	\$1,641,212
Capital Outlays	0	488,000	488,000		\$488,000
Total - Sanitation	\$3,538,435	\$516,162	\$4,054,597	\$153,680	\$4,208,277
Street Cleaning					
Personnel	\$0		\$0		\$0
Supplies & Expenses	0		0		\$0

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2021

	Original FY 2021 Budgets	November Amend'ts	Amended Budgets	Proposed January Amend'ts	Amended Budgets
Other Services & Charges	0		0		\$0
Capital Outlays	0		0		\$0
Total - Street Cleaning	\$0	\$0	\$0	\$0	\$0
Health					
Personnel	\$1,444,052	\$2,730	\$1,446,782		\$1,446,782
Supplies & Expenses	170,700		170,700		\$170,700
Other Services & Charges	6,600		6,600		\$6,600
Capital Outlays	0	310,000	310,000		\$310,000
Total - Health	\$1,621,352	\$312,730	\$1,934,082	\$0	\$1,934,082
Recap - Public Services:					
Personnel	\$5,977,625	\$10,470	\$5,988,095	\$23,114	\$6,011,209
Supplies & Expenses	\$1,307,005	13,625	1,320,630	0	\$1,320,630
Other Services & Charges	\$4,881,699	597,524	5,479,223	325,000	\$5,804,223
Capital Outlays	\$803,850	1,065,000	1,868,850	0	\$1,868,850
Total - Public Services	\$12,970,179	\$1,686,619	\$14,656,798	\$348,114	\$15,004,912
Animal Control					
Personnel	\$134,019		\$134,019		\$134,019
Supplies & Expenses	13,050		13,050		\$13,050
Other Services & Charges	185,550		185,550		\$185,550
Capital Outlays	0		0		\$0
Total - Animal Control	\$332,619	\$0	\$332,619	\$0	\$332,619
Human/Social Assist.					
Personnel			\$0		\$0
Supplies & Expenses			0		\$0
Other Services & Charges	383,400		383,400		\$383,400
Capital Outlays			0		\$0
Total - Human/Social Assist.	\$383,400	\$0	\$383,400	\$0	\$383,400
Economic Dev.					
Personnel			\$0		\$0
Supplies & Expenses			0		\$0
Other Services & Charges	305,000	910,791	1,215,791	-97,435	\$1,118,356
Capital Outlays	1,725,000	8,481	1,733,481		\$1,733,481
Total - Economic Dev.	\$2,030,000	\$919,272	\$2,949,272	-\$97,435	\$2,851,837
Debt Service					
Principal	\$717,520		\$717,520		\$717,520
Interest	379,720		\$379,720		\$379,720
Paying Agent Fee	3,000		\$3,000		\$3,000
Total Debt Service	\$1,100,240	\$0	\$1,100,240	\$0	\$1,100,240
Airport					
Personnel	\$0		\$0		\$0
Supplies & Expenses	24,650		24,650		\$24,650
Other Services & Charges	48,550		48,550		\$48,550
Capital Outlays	0		0		\$0
Total - Airport	\$73,200	\$0	\$73,200	\$0	\$73,200

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2021

	Original FY 2021 Budgets	November Amend'ts	Amended Budgets	Proposed January Amend'ts	Amended Budgets
Cemetery					
Personnel	\$831,831	\$2,000	\$833,831		\$833,831
Supplies & Expenses	88,650		88,650		\$88,650
Other Services & Charges	63,001		63,001		\$63,001
Capital Outlays	76,200	30,000	106,200		\$106,200
Total - Cemetery	\$1,059,682	\$32,000	\$1,091,682	\$0	\$1,091,682
Parking Garages					
Personnel	\$76,178		\$76,178		\$76,178
Supplies & Expenses	2,050		2,050		\$2,050
Other Services & Charges	54,350		54,350		\$54,350
Capital Outlays	0		0		\$0
Total - Parking Garages	\$132,578	\$0	\$132,578	\$0	\$132,578
Transfers to Other Funds	\$2,912,054	-14,733	\$2,897,321		\$2,897,321
EXPENDITURES & TRANSFERS	\$54,750,015	\$3,312,144	\$58,062,159	\$415,382	\$58,477,541
Recap - General Fund					
Personnel	\$32,053,460	\$17,930	\$32,071,390	\$109,964	\$32,181,354
Supplies & Expenses	2,854,748	32,241	2,886,989	4,000	2,890,989
Other Services & Charges	13,196,463	1,673,225	14,869,688	228,418	15,098,106
Capital Outlays	2,636,050	1,603,481	4,239,531	73,000	4,312,531
Principal Payments	717,520	0	717,520	0	717,520
Interest Payments	379,720	0	379,720	0	379,720
Total - Gen. Fund Cost Centers	\$51,837,961	\$3,326,877	\$55,164,838	\$415,382	\$55,580,220
Transfers to Other Funds	2,912,054	-14,733	2,897,321	0	2,897,321
Total - Expenditures & Transfers	\$54,750,015	\$3,312,144	\$58,062,159	\$415,382	\$58,477,541
Ending Cash Budget	\$4,297,704	\$467,453	\$4,765,157	\$0	\$4,765,157

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2021

	Original FY 2021 Budgets	November Amend'ts	Amended Budgets	Proposed January Amend'ts	Amended Budgets
Parks & Recreation (Fund #2):					
Recreation Maint. Cost Center					
Personnel	\$1,456,427	\$2,352	\$1,458,779		\$1,458,779
Supplies & Expenses	333,800		333,800		\$333,800
Other Services & Charges	480,079	76,578	556,657		\$556,657
Capital Outlays	180,000	102,654	282,654		\$282,654
Total - Recreation Maint.	\$2,450,306	\$181,584	\$2,631,890	\$0	\$2,631,890
Recreation Admin.					
Personnel	\$547,870		\$547,870		\$547,870
Supplies & Expenses	71,800		71,800		\$71,800
Other Services & Charges	454,292	1,000	455,292		\$455,292
Capital Outlays	10,000		10,000		\$10,000
Total - Recreation Admin.	\$1,083,962	\$1,000	\$1,084,962	\$0	\$1,084,962
Kamper Park Zoo					
Personnel	\$0		\$0		\$0
Supplies & Expenses	0		0		\$0
Other Services & Charges	0		0		\$0
Capital Outlays	0		0		\$0
Total - Kamper Park	\$0	\$0	\$0	\$0	\$0
Recap - Parks & Recreation Fund:					
Personnel	\$2,004,297	\$2,352	\$2,006,649	\$0	\$2,006,649
Supplies & Expenses	405,600	0	405,600	0	\$405,600
Other Services & Charges	934,371	77,578	1,011,949	0	\$1,011,949
Capital Outlays	190,000	102,654	292,654	0	\$292,654
Total - Recreation Maint.	\$3,534,268	\$182,584	\$3,716,852	\$0	\$3,716,852
Municipal Fire Protection (Fund #5):					
Personnel	\$0		\$0		\$0
Supplies & Expenses	69,500		69,500		\$69,500
Other Services & Charges	61,000		61,000		\$61,000
Capital Outlays	185,000		185,000		\$185,000
Principal Payments	62,335		62,335		\$62,335
Interest Payments	7,710		7,710		\$7,710
Total - Municipal Fire Prot. Fund	\$385,545	\$0	\$385,545	\$0	\$385,545
Special Streets (Fund #8):					
Personnel	\$0		\$0		\$0
Supplies & Expenses	0		0		\$0
Other Services & Charges	184,000		184,000		\$184,000
Capital Outlays	0		0		\$0
Total - Special Streets	\$184,000	\$0	\$184,000	\$0	\$184,000
Water & Sewer Operation & Maint. (Fund #9):					
Customer Accounts Cost Center					
Personnel	\$758,484		\$758,484		\$758,484
Supplies & Expenses	51,300		51,300		\$51,300
Other Services & Charges	266,500	-5,000	261,500		\$261,500

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2021

	Original FY 2021 Budgets	November Amend'ts	Amended Budgets	Proposed January Amend'ts	Amended Budgets
Capital Outlays	20,000	5,000	25,000		\$25,000
Total - Customer Accounts	\$1,096,284	\$0	\$1,096,284	\$0	\$1,096,284
Water Transmission Cost Center					
Personnel	\$985,540	\$2,000	\$987,540		\$987,540
Supplies & Expenses	304,753		304,753		\$304,753
Other Services & Charges	1,412,000		1,412,000		\$1,412,000
Capital Outlays	120,000		120,000		\$120,000
Total - Water Trans.	\$2,822,293	\$2,000	\$2,824,293	\$0	\$2,824,293
Plant Cost Center					
Personnel	\$571,840		\$571,840		\$571,840
Supplies & Expenses	137,000		137,000		\$137,000
Other Services & Charges	1,276,098	-5,435	1,270,663		\$1,270,663
Capital Outlays	149,000	5,435	154,435		\$154,435
Total - Plant	\$2,133,938	\$0	\$2,133,938	\$0	\$2,133,938
Sewer Cost Center					
Personnel	\$430,995	\$1,000	\$431,995		\$431,995
Supplies & Expenses	330,100		330,100		\$330,100
Other Services & Charges	2,559,500		2,559,500		\$2,559,500
Capital Outlays	160,000		160,000		\$160,000
Total - Sewer	\$3,480,595	\$1,000	\$3,481,595	\$0	\$3,481,595
Lagoon Cost Center					
Personnel	\$308,819		\$308,819		\$308,819
Supplies & Expenses	377,220		377,220		\$377,220
Other Services & Charges	2,269,400		2,269,400		\$2,269,400
Capital Outlays	0		0		\$0
Principal Payments	0		0		\$0
Interest Payments	0		0		\$0
Total - Lagoon Cost Center	\$2,955,439	\$0	\$2,955,439	\$0	\$2,955,439
Recap: Water & Sewer O & M Fund:					
Personnel	\$3,055,678	\$3,000	\$3,058,678	\$0	\$3,058,678
Supplies & Expenses	1,200,373	0	1,200,373	0	\$1,200,373
Other Services & Charges	7,783,498	-10,435	7,773,063	0	\$7,773,063
Capital Outlays	449,000	10,435	459,435	0	\$459,435
Principal Payments	0	0	0	0	\$0
Interest Payments	0	0	0	0	\$0
Total - Water & Sewer O & M Fund	\$12,488,549	\$3,000	\$12,491,549	\$0	\$12,491,549
Water & Sewer Bond & Int. (Fund #10):					
Principal Payments	\$5,500,000		\$5,500,000		\$5,500,000
Interest Payments	\$2,082,071		\$2,082,071		\$2,082,071
Paying Agent Fees	\$15,000		\$15,000		\$15,000
Total - W & S Bond & Int. Fund	\$7,597,071	\$0	\$7,597,071	\$0	\$7,597,071
Water & Sewer Revenue (Fund #11):					
Principal Payments	\$0		\$0		\$0
Interest Payments	0		0		\$0

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2021

	Original FY 2021 Budgets	November Amend'ts	Amended Budgets	Proposed January Amend'ts	Amended Budgets
Other services & charges	86,300		86,300		\$86,300
Transfers to other funds	22,730,000		22,730,000		\$22,730,000
Total - W & S Revenue Fund	\$22,816,300	\$0	\$22,816,300	\$0	\$22,816,300

2020 Tax Increment (Planet Fitness) Bond & Int (Fund #12):

Principal Payments	\$28,333		\$28,333		\$28,333
Interest Payments	34,629		34,629		\$34,629
Other Services & Charges					\$0
Transfers	0		0		\$0
Paying Agent Fees	0		0		\$0
Total - 1999 TIF Bond & Int Fund	\$62,962	\$0	\$62,962	\$0	\$62,962

City Bond & Interest (Fund #13):

Principal Payments	\$1,737,254		\$1,737,254		\$1,737,254
Interest Payments	2,048,728		2,048,728		\$2,048,728
Other Services & Charges	32,000		32,000		\$32,000
Transfers	0		0		\$0
Paying Agent Fees	20,000		20,000		\$20,000
Total - 1999 TIF Bond & Int Fund	\$3,837,982	\$0	\$3,837,982	\$0	\$3,837,982

SUPPLEMENTAL ENVIRONMENTAL PROJECT (FUND #17):

Supplies	\$0		\$0		\$0
Other Services & Charges	0		0	50,000	\$50,000
Capital Outlay	0		0		\$0
Transfers	0		0		\$0
Total - Supp. Env. Project Fund	\$0	\$0	\$0	\$50,000	\$50,000

Police Fines & Forfeitures (Fund #19):

Personnel	\$0		\$0		\$0
Supplies & Expenses	0	50,757	50,757	-12,460	\$38,297
Other Services & Charges	0	17,000	17,000		\$17,000
Capital Outlays	0	163,041	163,041	12,460	\$175,501
Transfers	0		0		\$0
Total - Fines & Forf. Fund	\$0	\$230,798	\$230,798	\$0	\$230,798

Series 2002 TIF Bond & Int (Southern Pointe, Fund #20):

Principal Payments	\$160,000		\$160,000		\$160,000
Interest Payments	81,967		81,967		\$81,967
other services & charges	2,000		2,000		\$2,000
Total - 1999 TIF Bond & Int Fund	\$243,967	\$0	\$243,967	\$0	\$243,967

Series 2004 TIF Bond & Int (Home Depot, Fund #21):

Principal Payments	\$0		\$0		\$0
Interest Payments	0		0		\$0
Transfers	0		0		\$0
other services & charges	0		0		\$0
Total - 2004 TIF Bond & Int Fund	\$0	\$0	\$0	\$0	\$0

Series 2003 TIF Bond & Int (Chauvet Sq., Fund #22):

Principal Payments	\$140,000		\$140,000		\$140,000
Interest Payments	52,935		52,935		\$52,935

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2021

	Original FY 2021 Budgets	November Amend'ts	Amended Budgets	Proposed January Amend'ts	Amended Budgets
other services & charges	2,500		2,500		\$2,500
Transfers to other Funds	0		0		\$0
Total - 2003 TIF Bond & Int Fund	\$195,435	\$0	\$195,435	\$0	\$195,435

Series 2007 TIFBond & Int (Turtle Creek Fund 23):

Principal Payments	490,000		490,000		\$490,000
Interest Payments	61,750		61,750		\$61,750
Other Services & Charges	5,000		5,000		\$5,000
Total - 2007 TIF Bond & Int Fund	\$556,750	\$0	\$556,750	\$0	\$556,750

Series 2008 TIF Bond & Int (Lincoln Center Fund 24):

Principal Payments	\$50,000		50,000		\$50,000
Interest Payments	\$6,000		6,000		\$6,000
Other Services & Charges	\$1,000		1,000		\$1,000
Total - 2008 TIF Bond & Int Fund	\$57,000	\$0	\$57,000	\$0	\$57,000

Series 2011 TIF Bond & Int (Turtle Creek Commons/Kohl's Fund 25):

Principal Payments	\$85,000		85,000		\$85,000
Interest Payments	\$2,125		2,125		\$2,125
Other Services & Charges	\$2,000		2,000		\$2,000
Total - 2008 TIF Bond & Int Fund	\$89,125	\$0	\$89,125	\$0	\$89,125

Series 22016 TIF Bond & Int (Whispering Pines Fund 26):

Principal Payments	\$175,000		175,000		\$175,000
Interest Payments	\$104,383		104,383		\$104,383
Other Services & Charges	\$2,000		2,000		\$2,000
Total - 2008 TIF Bond & Int Fund	\$281,383	\$0	\$281,383	\$0	\$281,383

Series 2016 TIF Bond & Int (Hburg Clinic Midtown Fund 28):

Principal Payments	\$49,000		49,000		\$49,000
Interest Payments	\$26,605		26,605		\$26,605
Other Services & Charges			0		\$0
Total - 2008 TIF Bond & Int Fund	\$75,605	\$0	\$75,605	\$0	\$75,605

Airport Imp. (Fund #39):

Personnel	\$0		\$0		\$0
Supplies & Expenses	0		0		\$0
Other Services & Charges	92,000	-43,174	48,826		\$48,826
Capital Outlays	842,510		842,510		\$842,510
Total - Airport Imp. Fund	\$934,510	-\$43,174	\$891,336	\$0	\$891,336

**Series 2015A TIF Bond & Int (The Ridge at Turtle Creek)
(Fund #50)**

Principal Payments	67000		67,000		67,000
Interest Payments	52223		52,223		52,223
Paying Agent Fees	2000		2,000		2,000
Other Services & Charges	0		0		0
Total - Series 2015A TIF Bond & Int	\$ 121,223	\$ -	\$ 121,223	\$ -	\$ 121,223

**Series 2015B TIF Bond & Int (Midtown Market)
(Fund #51)**

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2021

	Original FY 2021 Budgets	November Amend'ts	Amended Budgets	Proposed January Amend'ts	Amended Budgets
Principal Payments	11000		11,000		11,000
Interest Payments	8993		8,993		8,993
Paying Agent Fees	2000		2,000		2,000
Other Services & Charges	20		20		20
Total - Series 2015B TIF Bond & Int	\$ 22,013	\$ -	\$ 22,013	\$ -	\$ 22,013

Series 2019 TIF Bond & Int (Elam Arms)
(Fund #52)

Principal Payments	159000		159,000		159,000
Interest Payments	124157		124,157		124,157
Paying Agent Fees	2500		2,500		2,500
Other Services & Charges			0		0
Total - Series 2019 TIF Bond & Int	\$ 285,657	\$ -	\$ 285,657	\$ -	\$ 285,657

Municipal Road & Bridge (Fund #72):

Personnel	\$0		\$0		\$0
Supplies & Expenses	0		0		\$0
Other Services & Charges	1,775,432		1,775,432		\$1,775,432
Capital Outlays	6,074,857	-123,802	5,951,055		\$5,951,055
Principal	0		0		\$0
Interest	0		0		\$0
Total - Municipal Road & Bridge	\$7,850,289	-\$123,802	\$7,726,487	\$0	\$7,726,487

Mass Transit (Fund #73):

Personnel	\$1,264,994	\$5,260	\$1,270,254	\$11,060	\$1,281,314
Supplies & Expenses	236,410		236,410		\$236,410
Other Services & Charges	391,194	169,206	560,400		\$560,400
Capital Outlays	2,059,364		2,059,364		\$2,059,364
Total - Mass Transit Fund	\$3,951,962	\$174,466	\$4,126,428	\$11,060	\$4,137,488

Water & Sewer Construction (Fund #75):

Personnel	\$0		\$0		\$0
Supplies & Expenses	0		0		\$0
Other Services & Charges	540,110		540,110		\$540,110
Transfers					
Capital Outlays	6,585,577		6,585,577		\$6,585,577
Total - W & S Construction Fund	\$7,125,687	\$0	\$7,125,687	\$0	\$7,125,687

Community Centers (Fund #77):

Personnel	\$612,905		\$612,905		\$612,905
Supplies & Expenses	38,750		38,750		\$38,750
Other Services & Charges	173,910	3,000	176,910		\$176,910
Capital Outlays	51,000	13,756	64,756		\$64,756
Total - Community Centers Fund	\$876,565	\$16,756	\$893,321	\$0	\$893,321

Community Dev. Block Grant (Fund #82):

Personnel	\$239,430		\$239,430		\$239,430
Supplies & Expenses	8,200		8,200		\$8,200
Other Services & Charges	240,580		240,580		\$240,580
Capital Outlays	1,895,457		1,895,457		\$1,895,457
Transfers	0		0		\$0

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2021

	Original FY 2021 Budgets	November Amend'ts	Amended Budgets	Proposed January Amend'ts	Amended Budgets
Total - CDBG Fund	\$2,383,667	\$0	\$2,383,667	\$0	\$2,383,667
Series 2009 G.O. Bonds - AMR Project (Fund #78)					
Supplies	\$0		0		\$0
Other Services & Charges	\$0		0		\$0
Transfers Out	\$0		0		\$0
Capital Outlay	0		0		\$0
Total - Series 2009 G.O. Bonds	\$0	\$0	\$0	\$0	\$0
Special Sales Tax-Parks/Rec/USM Improvements (Fund 86):					
Personal Services	\$40,020		40,020		\$40,020
Supplies	\$0		0		\$0
Other Services & Charges	\$1,399,000		1,399,000		\$1,399,000
Transfers Out	\$0		0		\$0
Capital Outlay	2,178,980	\$378,415	2,557,395		\$2,557,395
Total - Parks/Rec/USM Impr.	\$3,618,000	\$378,415	\$3,996,415	\$0	\$3,996,415
Public Safety/Recreation Construction (Fund #88):					
Personnel	\$0		\$0		\$0
Supplies & Expenses	0		0		\$0
Other Services & Charges	0		0		\$0
Capital Outlays	33,610,346	-1,797,956	31,812,390		\$31,812,390
Transfers to other Funds	0		0		\$0
Total - Series 2002 Const. Fund	\$33,610,346	-\$1,797,956	\$31,812,390	\$0	\$31,812,390
MDA Energy Efficiency Capital Projects (Fund 89):					
Personnel	\$0		\$0		\$0
Supplies & Expenses	0		0		\$0
Other Services & Charges	0		0		\$0
Capital Outlays	0		0		\$0
Transfers	0		0		\$0
Total - Series 2004 Const. Fund	\$0	\$0	\$0	\$0	\$0
Series 2008 G.O. Note (Downtown Lighting)(Fund # 90):					
Personnel	\$0		\$0		\$0
Supplies & Expenses	0		0		\$0
Other Services & Charges	0		0		\$0
Capital Outlays	0		0		\$0
Transfers	0		0		\$0
Total - Series 2004 Const. Fund	\$0	\$0	\$0	\$0	\$0
TIF Construction (Fund # 91):					
Personnel	\$0		\$0		\$0
Supplies & Expenses	0		0		\$0
Other Services & Charges	0		0		\$0
Capital Outlays	0		0		\$0
Transfers	0	814	814		\$814
Total - Series 2004 Const. Fund	\$0	\$814	\$814	\$0	\$814
2019 Fire Station Construction Fund (Fund 95):					

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2021

	Original FY 2021 Budgets	November Amend'ts	Amended Budgets	Proposed January Amend'ts	Amended Budgets
Personnel	\$0		\$0		\$0
Supplies & Expenses	0		0		\$0
Other Services & Charges	0		0		\$0
Capital Outlays	3,175,000	-252,097	2,922,903		\$2,922,903
Transfers	0		0		\$0
Total - Series 2001 Const. Fund	\$3,175,000	-\$252,097	\$2,922,903	\$0	\$2,922,903

Infrastructure Impr-Internet Sales Tax (Fund #97):

Personnel	\$0		\$0		\$0
Supplies & Expenses	0		0		\$0
Other Services & Charges	0		0		\$0
Transfers			0		\$0
Capital Outlays	970,000	156,091	1,126,091		\$1,126,091
Total - MDB Fund	\$970,000	\$156,091	\$1,126,091	\$0	\$1,126,091

Kamper Park Imp. (Fund #98):

Personnel	\$0		\$0		\$0
Supplies & Expenses	0		0		\$0
Other Services & Charges	0		0		\$0
Capital Outlays	2,302	15	2,317		\$2,317
Total - Kamper Park Imp. Fund	\$2,302	\$15	\$2,317	\$0	\$2,317

Series 2010 Water & Sewer G.O. Constr. (Fund #99):

Personnel					\$0
Supplies & Expenses					\$0
Other Services & Charges			0		\$0
Capital Outlay	\$0		0		\$0
Transfers out	\$0		0		\$0
Total - Series 2010 Constr.	\$0	\$0	\$0	\$0	\$0

Series 2013 Water & Sewer Revenue Constr. (Fund #105):

Personnel			0		\$0
Supplies & Expenses			0		\$0
Other Services & Charges	\$0		0		\$0
Capital Outlay	\$0		0		\$0
Transfers		\$571	571		\$571
Total - Series 2013 Constr.	\$0	\$571	\$571	\$0	\$571

Series 2016 Water & Sewer Taxable Bonds Constr. (Fund #93):

Personnel			0		\$0
Supplies & Expenses			0		\$0
Other Services & Charges	\$0	\$184,610	184,610		\$184,610
Capital Outlay	\$4,500,000	-\$589,748	3,910,252		\$3,910,252
Transfers			0		\$0
Total - Series 2016 Constr.	\$4,500,000	-\$405,138	\$4,094,862	\$0	\$4,094,862

Series 2012 Water & Sewer Const. (Fund #94):

Personnel	\$0		\$0		\$0
Supplies & Expenses	0		0		\$0
Other Services & Charges	0		0		\$0

CITY OF HATTIESBURG, MS
 Analysis of Expenditure Budgets - Funds Other Than General
 Fiscal Year Ending September 30, 2021

	Original FY 2021 Budgets	November Amend'ts	Amended Budgets	Proposed January Amend'ts	Amended Budgets
Capital Outlays	0		0		\$0
Transfers Out	0	64	64		\$64
Total - Series 2012 Const.	\$0	\$64	\$64	\$0	\$64

**GRAND TOTAL - FUNDS OTHER
 THAN THE GENERAL FUND**

	\$121,833,163	-\$1,478,593	\$120,068,913	\$61,060	\$120,129,973
General Fund	\$54,750,015	\$3,312,144	\$58,062,159	\$415,382	\$58,477,541
TOTAL EXPENDITURES & TRANSFERS	\$176,583,178	\$1,833,551	\$178,131,072	\$476,442	\$178,607,514
Less: Interfund Transfers	-25,642,054	13,284	-25,628,770	0	-25,628,770
TOTAL EXPENDITURES	\$150,941,124	\$1,846,835	\$152,502,302	\$476,442	\$152,978,744

Recap of City-Wide Expenditure Budgets:

Personnel	\$39,270,784	\$28,542	\$39,299,326	\$121,024	\$39,420,350
Supplies & Expenses	\$4,813,581	\$82,998	\$4,896,579	-\$8,460	\$4,888,119
Other Services & Charges	\$26,945,878	\$2,071,010	\$29,016,888	\$278,418	\$29,295,306
Capital Outlays	\$65,405,443	-\$335,715	\$65,069,728	\$85,460	\$65,155,188
Principal Payments	9,431,442	0	9,431,442	0	9,431,442
Interest Payments	5,073,996	0	5,073,996	0	5,073,996
Total Expenditure Budgets	\$150,941,124	\$1,846,835	\$152,787,959	\$476,442	\$153,264,401

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

GENERAL FUND:

REVENUES & BEG. CASH:

Taxes - Other	\$40,000
Licenses & Permits	4,346,000
Inter-governmental Revenues:	
Federal Grants	2,388,070
State Grants	342,751
State-Shared Revenues	23,081,277
County Shared Revenues	0
Charges for Services:	
Public safety	435,000
Streets	0
Sanitation	2,290,000
Misc.	0
Fines & Forfeits	1,042,600
Miscellaneous	328,250
Transfers-In	1,024,814
Non-Revenue Receipts	141,853
Total From All Sources	
Other Than taxation	35,460,615
Beginning Cash and	
Investment Balance	9,951,586
Reserve for Court Technology	(914,503)
Amount to be Raised by Tax Levy	18,745,000
TOTAL FROM ALL SOURCES	\$63,242,698

EXPENDITURES & ENDING CASH:

General Government:	
Personnel	4,100,585
Supplies & Expenses	211,114
Other services & Charges	5,196,139
Capital Outlays	31,000
Total - General Government	9,538,838
Police Dept.:	
Personnel	11,263,640
Supplies & Expenses	786,563
Other services & Charges	598,133
Capital Outlays	573,000
Total - Police Dept.	13,221,336
Police & Fire Training:	
Personnel	41,702
Supplies & Expenses	106,084
Other services & Charges	75,145
Capital Outlays	0
Total - Police & Fire Training	222,931
Fire Dept.:	
Personnel	8,710,568
Supplies & Expenses	313,343
Other services & Charges	342,109
Capital Outlays	0
Total - Fire Dept.	9,366,020
Land Development Administration:	
Personnel	629,322
Supplies & Expenses	24,855
Other services & Charges	229,150
Capital Outlays	0
Total - Land Dev. Admin.	883,327

Public Safety Contractual Services:	
Personnel	380,300
Other services & Charges	997,000
Total - Pub. Safety Cont. Serv.	<u>1,377,300</u>
Public Services:	
Personnel	6,011,209
Supplies & Expenses	1,320,630
Other services & Charges	5,804,223
Capital Outlays	1,868,850
Total - Public Services	<u>15,004,912</u>
Animal Control	
Personnel	134,019
Supplies & Expenses	13,050
Other services & Charges	185,550
Capital Outlays	0
Total - Animal Control	<u>332,619</u>
Human/Social	
Other services & Charges	383,400
Total - Human/Social	<u>383,400</u>
Economic Development	
Personnel	
Supplies & Expenses	
Other services & Charges	1,118,356
Capital Outlays	1,733,481
Total - Eco. Dev.	<u>2,851,837</u>
Debt Service:	
Principal Payments	717,520
Interest Payments	379,720
Paying Agent Fee	3,000
Total - Debt service	<u>1,100,240</u>
Airport	
Personnel	0
Supplies & Expenses	24,650
Other services & Charges	48,550
Capital Outlays	0
Total - Airport	<u>73,200</u>
Cemetery	
Personnel	833,831
Supplies & Expenses	88,650
Other services & Charges	63,001
Capital Outlays	106,200
Total - Cemetery	<u>1,091,682</u>
Parking Garages	
Personnel	76,178
Supplies & Expenses	2,050
Other services & Charges	54,350
Capital Outlays	0
Total - Parking Garages	<u>132,578</u>
Operating Transfers Out	<u>2,897,321</u>
Total Expenditures & Transfers	<u>58,477,541</u>
Ending Cash Balance	<u>\$4,765,157</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u>\$63,242,698</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

PARKS & RECREATION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

Federal Grants	\$0
State Grants	0
County Shared Revenues	0
Misc. grants	0

Charges for Services:

Culture & Recreation	33,800
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Miscellaneous	4,000
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Transfers-In	1,595,000
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Non-Revenue Receipts	0
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Total From All Sources

Other Than taxation	1,632,800
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Beginning Cash and

Investment Balance	1,283,249
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Amount to be Raised by Tax Levy	940,000
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TOTAL FROM ALL SOURCES

\$3,856,049

EXPENDITURES & ENDING CASH:

Culture & Recreation:

Personnel	2,006,649
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Supplies & Expenses	405,600
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Other services & Charges	1,011,949
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Capital Outlays	292,654
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Total Expenditures	\$3,716,852
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Cash balance at End of Year	139,197
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TOTAL EXPENDITURES AND

ENDING CASH BALANCE

\$3,856,049

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

MUNICIPAL FIRE PROTECTION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

State-Shared Revenues	\$271,500
Charges for Services	95,652
Fines & Forfeits	0
Miscellaneous	2,400
Transfers In	0
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	<u>369,552</u>
Beginning Cash and	
Investment Balance	<u>372,333</u>
TOTAL FROM ALL SOURCES	<u><u>\$741,885</u></u>

EXPENDITURES & ENDING CASH:

Public Safety:

Personnel	\$0
Supplies & Expenses	69,500
Other services & Charges	61,000
Capital Outlays	185,000
Lease Debt Service - Principal	62,335
Lease Debt Service - Interest	7,710
Total Expenditures	<u>\$385,545</u>
Cash balance at End of Year	<u>356,340</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$741,885</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

SPECIAL STREET
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

Federal Grants	\$0
State Shared Revenues	60,000
Misc. grants	0
Miscellaneous	0
Non-Revenue Receipts	<u>0</u>
Total From All Sources	
Other Than taxation	<u>60,000</u>
Beginning Cash and	
Investment Balance	<u>124,790</u>
TOTAL FROM ALL SOURCES	<u><u>\$184,790</u></u>

EXPENDITURES & ENDING CASH:

Public Services:

Supplies & Expenses	0
Other services & Charges	184,000
Capital Outlays	<u>0</u>
Total Expenditures	<u>\$184,000</u>
Cash balance at End of Year	<u>790</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$184,790</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

**WATER & SEWER OPERATION
AND MAINTENANCE FUND:**

REVENUES & BEG. CASH:

Charges for Services	\$25,000
Transfers-In	12,300,000
Miscellaneous	0
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	12,325,000
Beginning Cash and	
Investment Balance	1,265,191
TOTAL FROM ALL SOURCES	\$13,590,191

EXPENDITURES & ENDING CASH:

Personnel	3,058,678
Supplies & Expenses	1,200,373
Other services & Charges	7,773,063
Capital Outlays	459,435
Lease Debt Service - Principal	0
Lease Debt Service - Interest	0
Total Expenditures	\$12,491,549
Cash balance at End of Year	1,098,642
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$13,590,191

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

**WATER & SEWER BOND
AND INTEREST FUND:**

REVENUES & BEG. CASH:

Transfers-In	\$5,616,635
Miscellaneous	60,000
Non-Revenue Receipts	
Total Revenues	<u>5,676,635</u>
Beginning Cash Balance	<u>9,442,233</u>
TOTAL FROM ALL SOURCES	<u>\$15,118,868</u>

EXPENDITURES & ENDING CASH:

Bonds Redeemed	5,500,000
Interest on Bonds	2,082,071
Paying Agent Fees	15,000
Total Expenditures	<u>7,597,071</u>
Cash balance at End of Year	<u>7,521,797</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u>\$15,118,868</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

WATER & SEWER ENTERPRISE FUND:

REVENUES & BEG. CASH:

Charges for Services:	
Licenses, Permits & Fees	\$2,500
Miscellaneous	40,000
Metered Water Sales	11,595,000
Taps	150,000
Water Turn-On Fees	60,000
Sewer Connections	50,000
Sewer Charges	10,918,800
Total Revenues	<u>22,816,300</u>
Beginning Fund Balance	<u>0</u>
TOTAL FROM ALL SOURCES	<u>\$22,816,300</u>

EXPENDITURES & ENDING CASH:

Other Services & Charges	86,300
Principal Redeemed - Notes	0
Interest on Notes	0
Operating Transfers Out	22,730,000
Total Expenditures	<u>\$22,816,300</u>
Cash balance at End of Year	<u>\$0</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u>\$22,816,300</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

**2020 TAX INCREMENT FINANCING (PLANET FITNESS) BOND & INT
FUND (DEBT SERVICE FUND):**

REVENUES & BEG. CASH:

Interest	\$0
County-Shared Revenues	107,659
Total From All Sources	
Other Than taxation	107,659
Beginning Cash and	
Investment Balance	192
Amount to be Raised by Tax Levy	87,768
TOTAL FROM ALL SOURCES	\$195,619

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	28,333
Interest on Bonds	34,629
Paying Agent Fees	0
Transfers Out	0
Other Services & Charges	0
Total Expenditures	\$62,962
Cash balance at End of Year	132,657
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$195,619

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

CITY BOND & INTEREST
FUND (DEBT SERVICE FUND):

REVENUES & BEG. CASH:

County-Shared Revenues	\$0
Interest	67,000
Non-Revenue receipts	0
Transfers-In	0
Total From All Sources	
Other Than taxation	67,000
Beginning Cash and	
Investment Balance	7,747,397
Amount to be Raised by Tax Levy	2,115,000
TOTAL FROM ALL SOURCES	\$9,929,397

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	1,737,254
Interest on Bonds	2,048,728
Other Services & Charges	32,000
Transfers	0
Paying Agent Fees	20,000
Total Expenditures	\$3,837,982
Cash balance at End of Year	6,091,415
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$9,929,397

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

SUPPLEMENTAL ENVIRONMENTAL PROJECT FUND

REVENUES & BEG. CASH:

Transfers In	\$50,000
Total From All Sources	
Other Than taxation	50,000
Beginning Cash and	
Investment Balance	0
TOTAL FROM ALL SOURCES	\$50,000

EXPENDITURES & ENDING CASH:

Other Services & Charges	50,000
Operating transfers out	0
Total Expenditures	\$50,000
Cash balance at End of Year	0
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$50,000

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

FINES & FORFEITURES FUND:

REVENUES & BEG. CASH:

State grants	
Charges for Services	0
Fines & Forfeits	0
Miscellaneous	0
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	0
Beginning Cash and	
Investment Balance	230,798
TOTAL FROM ALL SOURCES	\$230,798

EXPENDITURES & ENDING CASH:

Public Safety:	
Personnel	0
Supplies & Expenses	38,297
Other services & Charges	17,000
Capital Outlays	175,501
Transfers Out	0
Total Expenditures	\$230,798
Cash balance at End of Year	0
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$230,798

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

SERIES 2002 TIF BOND & INTEREST
FUND (Southern Pointe Project):

REVENUES & BEG. CASH:

Interest	\$0
Transfers In	\$0
County-Shared Revenues	144,695
Total From All Sources	
Other Than taxation	144,695
Beginning Cash and	
Investment Balance	291,061
Amount to be Raised by Tax Levy	133,565
TOTAL FROM ALL SOURCES	\$569,321

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	160,000
Interest on Bonds	81,967
Other Services & Charges	2,000
Total Expenditures	\$243,967
Cash balance at End of Year	325,354
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$569,321

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2019

SERIES 2004 TIF BOND & INTEREST
FUND (Home Depot Project):

REVENUES & BEG. CASH:

Interest	\$40
County-Shared Revenues	0
Transfer From Other Funds	0
Total From All Sources	
Other Than taxation	40
Beginning Cash and	
Investment Balance	44
Amount to be Raised by Tax Levy	0
TOTAL FROM ALL SOURCES	\$84

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	0
Interest on Bonds	0
Transfers Out	84
Other Services & Charges	0
Total Expenditures	\$84
Cash balance at End of Year	0
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$84

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

SERIES 2003 TIF BOND & INTEREST
FUND (Chauvet Square Project):

REVENUES & BEG. CASH:

Interest	\$0
Transfer From Other Funds	0
Total From All Sources	0
Other Than taxation	0
Beginning Cash and	
Investment Balance	202,188
Amount to be Raised by Tax Levy	200,000
TOTAL FROM ALL SOURCES	\$402,188

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	140,000
Interest on Bonds	52,935
Other Services & Charges	2,500
Transfers to Other Funds	0
Total Expenditures	\$195,435
Cash balance at End of Year	206,753
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$402,188

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

SERIES 2007 TIF BOND & INTEREST
FUND (Turtle Creek):

REVENUES & BEG. CASH:

Interest	\$0
County Shared Revenue	\$168,866
Transfer From Other Funds	
Total From All Sources	
Other Than taxation	168,866
Beginning Cash and	
Investment Balance	195,825
Amount to be Raised by Tax Levy	400,000
TOTAL FROM ALL SOURCES	\$764,691

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	490,000
Interest on Bonds	61,750
Other Services & Charges	5,000
Total Expenditures	\$556,750
Cash balance at End of Year	207,941
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$764,691

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 202

2008 TIF BOND AND INTEREST FUND
FUND (Lincoln Center):

REVENUES & BEG. CASH:

Interest	\$600
County Shared Revenue	\$0
Transfer From Other Funds	0
Total From All Sources	
Other Than taxation	600
Beginning Cash and	
Investment Balance	73,373
Amount to be Raised by Tax Levy	58,000
TOTAL FROM ALL SOURCES	\$131,973

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	50,000
Interest on Bonds	6,000
Other Services & Charges	1,000
Total Expenditures	\$57,000
Cash balance at End of Year	74,973
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$131,973

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

2011 TIF BOND AND INTEREST FUND
FUND (Turtle Creek Crossing/Kohl's):

REVENUES & BEG. CASH:

Interest	\$0
County Shared Revenue	\$31,238
Transfer From Other Funds	
Total From All Sources	
Other Than taxation	31,238
Beginning Cash and	
Investment Balance	32,992
Amount to be Raised by Tax Levy	25,088
TOTAL FROM ALL SOURCES	\$89,318

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	85,000
Interest on Bonds	2,125
Other Services & Charges	2,000
Total Expenditures	\$89,125
Cash balance at End of Year	193
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$89,318

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

2016 TIF BOND AND INTEREST
FUND (Whispering Pines):

REVENUES & BEG. CASH:

Interest	\$0
County Shared Revenue	\$234,249
Transfer From Other Funds	0
Total From All Sources	
Other Than taxation	234,249
Beginning Cash and	
Investment Balance	386,610
Amount to be Raised by Tax Levy	167,383
TOTAL FROM ALL SOURCES	\$788,242

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	175,000
Interest on Bonds	104,383
Other Services & Charges	2,000
Total Expenditures	\$281,383
Cash balance at End of Year	506,859
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$788,242

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

2016 TIF BOND AND INTEREST FUND
FUND (Hattiesburg Clinic Midtown):

REVENUES & BEG. CASH:

Interest	\$0
County Shared Revenue	\$41,583
Transfer From Other Funds	0
Total From All Sources	
Other Than taxation	41,583
Beginning Cash and	
Investment Balance	53,740
Amount to be Raised by Tax Levy	34,022
TOTAL FROM ALL SOURCES	\$129,345

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	49,000
Interest on Bonds	26,605
Other Services & Charges	0
Total Expenditures	\$75,605
Cash balance at End of Year	53,740
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$129,345

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

**AIRPORT IMPROVEMENT
SPECIAL REVENUE FUND:**

REVENUES & BEG. CASH:

Federal Grants	\$761,259
State Shared Revenues	99,671
Miscellaneous	42,000
Transfers In	250,000
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	1,152,930
Beginning Cash and	
Investment Balance	(261,594)
TOTAL FROM ALL SOURCES	\$891,336

EXPENDITURES & ENDING CASH:

Public Services:	
Other services & Charges	48,826
Capital Outlays	842,510
Total Expenditures	\$891,336
Cash balance at End of Year	0
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$891,336

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

2015A TIF BOND AND INTEREST FUND
FUND (The Ridge at Turtle Creek):

REVENUES & BEG. CASH:

Interest	
County Shared Revenue	\$29,806
Transfer From Other Funds	0
Total From All Sources	
Other Than taxation	29,806
Beginning Cash and	
Investment Balance	123,954
Amount to be Raised by Tax Levy	90,457
TOTAL FROM ALL SOURCES	\$244,217

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	67,000
Interest on Bonds	52,223
Other Services & Charges	2,000
Total Expenditures	\$121,223
Cash balance at End of Year	122,994
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$244,217

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

2015B TIF BOND AND INTEREST FUND
FUND (Midtown Market):

REVENUES & BEG. CASH:

Interest	\$0
County Shared Revenue	\$12,837
Transfer From Other Funds	<u>0</u>
Total From All Sources	
Other Than taxation	<u>12,837</u>
Beginning Cash and	
Investment Balance	11,087
Amount to be Raised by Tax Levy	<u>10,503</u>
TOTAL FROM ALL SOURCES	<u><u>\$34,427</u></u>

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	11,000
Interest on Bonds	8,993
Paying Agent Fees	2,000
Other Services & Charges	<u>20</u>
Total Expenditures	<u>\$22,013</u>
Cash balance at End of Year	<u>12,414</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$34,427</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

SERIES 2019 TIF BOND & INT
FUND (ELAM ARMS):

REVENUES & BEG. CASH:

Interest	\$0
County Shared Revenue	\$166,026
Transfer From Other Funds	66,526
Total From All Sources	
Other Than taxation	232,552
Beginning Cash and	
Investment Balance	631,938
Amount to be Raised by Tax Levy	136,001
TOTAL FROM ALL SOURCES	\$1,000,491

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	159,000
Interest on Bonds	124,157
Other Services & Charges	2,500
Total Expenditures	\$285,657
Cash balance at End of Year	714,834
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$1,000,491

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

MUNICIPAL ROAD & BRIDGE
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

Federal Grants	\$2,062,275
State Grants	2,471,611
County Shared Revenues	1,816,670
Miscellaneous	0
Transfers In	0
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	6,350,556
Beginning Cash and	
Investment Balance	1,376,198
TOTAL FROM ALL SOURCES	\$7,726,754

EXPENDITURES & ENDING CASH:

Public Services:

Supplies & Expenses	0
Other services & Charges	1,775,432
Capital Outlays	5,951,055
Principal Payments	0
Interest Payments	0
Total Expenditures	\$7,726,487
Cash balance at End of Year	267
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$7,726,754

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal year Ending September 30, 2021

**MASS TRANSIT OPERATING
SPECIAL REVENUE FUND:**

REVENUES & BEG. CASH:

Inter-governmental Revenues:	
Federal Grants	\$3,569,610
State Grants	\$0
Miscellaneous	150,500
Transfers-In	300,000
Non-Revenue Reciepts	0
Total From All Sources	
Other Than taxation	4,020,110
Beginning Cash and	
Investment Balance	119,665
Amount to be Raised by Tax Levy	227,000
TOTAL FROM ALL SOURCES	\$4,366,775

EXPENDITURES & ENDING CASH:

Personnel	1,281,314
Supplies & Expenses	236,410
Other services & Charges	560,400
Capital Outlays	2,059,364
Total Expenditures	\$4,137,488
Cash balance at End of Year	229,287
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$4,366,775

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal year Ending September 30, 2021

WATER & SEWER CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

Federal Grants	\$0
Miscellaneous	85,000
Transfers-In	3,940,000
Non-Revenue Receipts	<u>0</u>
Total From All Sources	
Other Than taxation	<u>4,025,000</u>
Beginning Cash and	
Investment Balance	<u>3,685,499</u>
TOTAL FROM ALL SOURCES	<u><u>\$7,710,499</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	\$540,110
Capital Outlays	6,585,577
Transfers	<u>0</u>
Total Expenditures	<u>7,125,687</u>
Cash balance at End of Year	<u>584,812</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$7,710,499</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

COMMUNITY CENTERS
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Charges for services:	
Culture & Recreation	\$30,000
Miscellaneous	3,000
Transfers-In	650,000
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	683,000
Beginning Cash and	
Investment Balance	234,498
TOTAL FROM ALL SOURCES	\$917,498

EXPENDITURES & ENDING CASH:

Personnel	612,905
Supplies & Expenses	38,750
Other services & Charges	176,910
Capital Outlays	64,756
Total Expenditures	\$893,321
Cash balance at End of Year	24,177
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$917,498

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

COMMUNITY DEVELOPMENT BLOCK GRANT
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Federal Grants	\$2,544,987
Miscellaneous	\$0
Transfers In	<u>35,795</u>
Total From All Sources	
Other Than taxation	<u>2,580,782</u>
Beginning Cash and	
Investment Balance	<u>(138,899)</u>
TOTAL FROM ALL SOURCES	<u><u>\$2,441,883</u></u>

EXPENDITURES & ENDING CASH:

Personnel	239,430
Supplies & Expenses	8,200
Other services & Charges	240,580
Capital Outlays	1,895,457
Transfers	<u>0</u>
Total Expenditures	<u>\$2,383,667</u>
Cash balance at End of Year	<u>58,216</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$2,441,883</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

***SPECIAL SALES TAX-PARKS/RECREATION/USM IMPROVEMENTS
FUND***

REVENUES & BEG. CASH:

Intergovernmental Revenues:

Federal Grants	120,000
State Grants	
State Shared Revenues	2,798,000
Interest Earnings	
Total Revenues	<u>2,918,000</u>
Beginning Cash and Investment Balance	<u>1,078,415</u>
TOTAL FROM ALL SOURCES	<u><u>\$3,996,415</u></u>

EXPENDITURES & ENDING CASH:

Personal Services	40,020
Other services & Charges	1,399,000
Capital Outlays	2,557,395
Transfers to Other Funds	<u>0</u>
Total Expenditures	<u>\$3,996,415</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$3,996,415</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

***Public Safety Complex/Recreation
Construction Fund:***

REVENUES & BEG. CASH:

Proceeds from Bond Issue	0
Bond Premium	0
Transfers	0
Interest Earnings	
Total Revenues	<u>0</u>
Beginning Cash and Investment Balance	<u>31,812,390</u>
TOTAL FROM ALL SOURCES	<u><u>\$31,812,390</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	31,812,390
Transfers to Other Funds	<u>0</u>
Total Expenditures	<u>\$31,812,390</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$31,812,390</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

TIF Construction Fund:

REVENUES & BEG. CASH:

Proceeds from Bond Issue	\$0
Interest Earnings	0
Total Revenues	<u>0</u>
Beginning Cash and	
Investment Balance	814
TOTAL FROM ALL SOURCES	<u><u>\$814</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	0
Transfers to Other Funds	814
Total Expenditures	<u>\$814</u>
Cash Balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$814</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

SERIES 2016 WATER & SEWER REVENUE BOND
CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Interest Earnings	0
Proceeds from Revenue Bond Issue	\$0
Total Revenues	0
Beginning Cash and Investment Balance	4,094,862
TOTAL FROM ALL SOURCES	\$4,094,862

EXPENDITURES & ENDING CASH:

Other services & Charges	184,610
Capital Outlays	3,910,252
Transfers Out	
Total Expenditures	\$4,094,862
Cash balance at End of Year	0
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$4,094,862

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

SERIES 2012 WATER & SEWER REVENUE BOND
CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Interest Earnings	0
Proceeds from Revenue Bond Issue	
Total Revenues	<u>0</u>
Beginning Cash and	
Investment Balance	<u>64</u>
TOTAL FROM ALL SOURCES	<u><u>\$64</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	
Capital Outlays	0
Transfers Out	<u>64</u>
Total Expenditures	<u>\$64</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$64</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

2019 FIRE STATION
CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Interest Earnings	\$0
Grant Revenues - State of MS	0
Transfers In	0
Note Proceeds	2,922,903
Proceeds from General Obligation Bond Issue	0
Total Revenues	<u>2,922,903</u>
Beginning Cash and	
Investment Balance	<u>0</u>
TOTAL FROM ALL SOURCES	<u>\$2,922,903</u>

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	2,922,903
Transfers Out	0
Total Expenditures	<u>\$2,922,903</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u>\$2,922,903</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

INFRASTRUCTURE IMPROVEMENTS - INTERNET SALES TAX FUND:

REVENUES & BEG. CASH:

Intergovernmental Revenue	\$970,000
Transfers In	0
Miscellaneous	0
Non-Revenue Receipts	
Total Revenues	<u>970,000</u>
Beginning Cash and	
Investment Balance	<u>156,091</u>
TOTAL FROM ALL SOURCES	<u><u>\$1,126,091</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Transfers Out	0
Capital Outlays	<u>1,126,091</u>
Total Expenditures	<u>\$1,126,091</u>
Cash Balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$1,126,091</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

KAMPER PARK ZOO CAPITAL
IMPROVEMENTS FUND:

REVENUES & BEG. CASH:

State Grants	\$0
Miscellaneous	0
Charges for Services	0
Transfers-In from Other Funds	0
Non-Revenue Receipts	0
Total Revenues	<u>0</u>
Beginning Cash and Investment Balance	<u>2,317</u>
TOTAL FROM ALL SOURCES	<u><u>\$2,317</u></u>

EXPENDITURES & ENDING CASH:

Supplies	0
Other services & Charges	0
Capital Outlays	2,317
Total Expenditures	<u>\$2,317</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$2,317</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

SERIES 2013 WATER & SEWER REVENUE BOND
CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Interest Earnings	0
Proceeds from Revenue Bond Issue	<u>\$0</u>
Total Revenues	<u>0</u>
Beginning Cash and Investment Balance	<u>571</u>
TOTAL FROM ALL SOURCES	<u><u>\$571</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	0
Transfers Out	<u>571</u>
Total Expenditures	<u>\$571</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$571</u></u>



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, January 19, 2021

Re: Adopt a Resolution authorizing Requisition No. 77 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.
File Number: 2021-29
Minute Book #

Summary

Adopt a Resolution authorizing Requisition No. 77 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

Recommendation Statement

I recommend approval of this item.

Please place this on the January 19, 2021 City Council meeting for consideration.

The City Council of the City of Hattiesburg, Mississippi (the “City”) acting for and on behalf of the City, took up for consideration the matter of requesting and authorizing Requisition No. **77** from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated August 18, 2016. After discussion of the subject, Council Member _____ offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE “CITY”) AUTHORIZING REQUISITION NO. 77 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF AUGUST 18, 2016, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

Whereas, on August 18, 2016 the City entered into a loan with the Mississippi Development Bank in an amount not to exceed \$25,000,000 (the “Loan”) pursuant to the terms and conditions of that certain loan agreement, dated as of August 18, 2016, by and between the Mississippi Development Bank and the City (the “Loan Agreement”).

Whereas, the City Council of the City now finds it necessary to approve Requisition No. **77** from the Project Fund Construction Account under the Loan in the total aggregate amount of **\$21,025.00** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

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

SECTION 1. The City Council of the City hereby authorizes and approves Requisition No. **77** from the Project Fund Construction Account under the Loan in the total aggregate amount of **Twenty-One Thousand Twenty-Five and 00/100 dollars (\$21,025.00)** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Regions Bank, as Trustee to disburse funds of Requisition No. **77** in the total aggregate amount **Twenty-One Thousand Twenty-Five and 00/100 dollars (\$21,025.00)** as authorized herein, as more particularly described in Exhibit A.

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **19th** day of **January, 2021**.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **19th** day of **January, 2021**.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

Hattiesburg, Mississippi does hereby certify to Regions Bank, as trustee in respect to the referenced Bonds (the Trustee”):

- (1) The amounts herein requisitioned to be paid to the above-designated payees are for the items or services hereinabove described.
- (2) The items or services listed above for which payment is proposed to be made hereunder have not formed the basis for any payment heretofore made from the Series 2016 Project Fund Construction Account.
- (3) Each of the items was reasonable and necessary in connection with the “Construction Project” being financed pursuant to the Loan Agreement dated as of August 18, 2016 (the “Loan Agreement”).
- (4) The payment herein authorized and approved is a proper charge against the Series 2016 Project Fund Construction Account as provided for in Section 3 of the Loan Agreement.
- (5) The invoices or statements from the contractor, vendor or other payee or other document supporting the amounts requisitioned herein are on file with the City.

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Title: Mayor or City Clerk
(Authorized City Representative)

As Approved by:

Regions Commercial Equipment Finance, LLC
As Purchaser

Authorized Officer

The City Council of the City of Hattiesburg, Mississippi (the “City”) acting for and on behalf of the City, took up for consideration the matter of requesting and authorizing Requisition No. 77 from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated August 18, 2016. After discussion of the subject, Council Member _____ offered and moved for the adoption of the following resolution:

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Whereas, the City Council of the City now finds it necessary to approve Requisition No. 77 from the Project Fund Construction Account under the Loan in the total aggregate amount of **\$21,025.00** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **19th** day of **January, 2021**.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **19th** day of **January, 2021**.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

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

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

REQUISITION NO.: 77

DATE OF REQUISITION: 1/19/2021

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	DNA Underground, LLC 16101 S. Swan Road Gulfport, MS 39503	093695.7220.74	8,550.00	Pay App. No. 16	Sewer Improvements Ph XII Period: 11/01/20 - 12/22/20 MB 2019-58
2	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7245.13	255.00	21796	Katie Ave & Arledge St Infrastructure Period: 11/29/20 - 12/26/20 MB 2018-25 SDW #11258
3	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.75	4,970.00	21820	CIPP Project Period: 11/29/20 - 12/26/20 MB 2011-4/89-110 SDW #11256
4	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.74	7,250.00	21825	Sewer Improvements Ph XII Period: 11/29/20 - 12/26/20 MB 2011-4/89-110 SDW #1273-S012
			21,025.00		



Engineering Progress

January 4, 2021

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

Attn: Lamar Rutland, P.E.

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

Dear Mr. Rutland:

Enclosed please find Pay Estimate No. 16 in the amount of \$8,550.00 for the above referenced project.

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 'Kyle D. Wallace', is written over a horizontal line.

Kyle D. Wallace, P.E.
Project Engineer

/md

cc: DNA Underground, LLC
SDW files

093695.7220.74
MB 2019-58



Contractor's Application for Payment No.

16

Application Period: 11/1/20 to 12/22/20		Application Date: 12/22/2020
To (Owner): City of Hattiesburg	From (Contractor): DNA Underground LLC	Via (Engineer):
Project: Comprehensive Sewer Improvements - Phase XII	Contract:	
Owner's Contract No.: 1273-5012	Contractor's Project No.:	Engineer's Project No.:

**Application For Payment
Change Order Summary**

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE.....	\$ 1,913,694.00
2. Net change by Change Orders.....	\$
3. Current Contract Price (Line 1 ± 2).....	\$ 1,913,694.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$ 1,754,412.50
5. RETAINAGE:	
a. 5% X \$1,754,412.50 Work Completed.....	\$ 87,720.63
b. 5% X Stored Material.....	\$
c. Total Retainage (Line 5.a + Line 5.b).....	\$ 87,720.63
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 1,666,691.88
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 1,658,141.88
8. AMOUNT DUE THIS APPLICATION.....	\$ 8,550.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$ 247,002.13

Contractor's Certification

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:

By: [Signature] Date: 12-22-20
Subscribed and sworn to me this 22nd day of December, 2020
Notary Public: [Signature]
My Commission Expires: May 6, 2024



Payment of: \$ 8,550.00
(Line 8 or other - attach explanation of the other amount)

is recommended by [Signature] 1-4-2021
(Engineer) (Date)

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

Approved by: _____
Funding or Financing Entity (if applicable) (Date)

Progress Estimate - Unit Price Work

Contractor's Application

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

Progress Estimate - Unit Price Work

Contractor's Application

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

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Comprehensive Sewer Improvements - Phase XII										Application Number: 16			
Application Period: 11/1/20 to 12/21/20										Application Date: 22-Dec-20			
A					B		C	E	C	D	E	F	
Item		Contract Information			Quantity Previous App		Value Previous	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored	Total Completed and Stored to Date (E+F+G)	% (H / B)	Balance to Finish (B - H)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)								
53	Water Service Repair (Incl. Service Tubing, Fittings, Corp Stop, Curb Stop, Tapping Saddle, Etc.) (No Meter)(Match Existing Size)(As Directed on Oak Forrest Dr Only)	34	EA	\$ 350.00	\$ 11,900.00	11	\$ 3,850.00				\$3,850.00	32.4%	\$ 8,050.00
54	Crushed Aggregate (Size 610) for Trench Repair in Paved Areas	640	Ton	\$ 50.00	\$ 32,000.00	2530.6	\$ 126,530.00				\$126,530.00	395.4%	\$ (94,530.00)
55	Select Fill Material (Class 9, Group C), LVM, for Trench Repair in Paved Areas	58200	CY	\$ 7.00	\$ 407,400.00	16710	\$ 116,970.00				\$116,970.00	28.7%	\$ 290,430.00
56	Concrete Pavement Repair (All Depths)	380	SY	\$ 50.00	\$ 19,000.00	670.8	\$ 33,540.00				\$33,540.00	176.5%	\$ (14,540.00)
57	9.5 mm Hot Mix Asphalt	460	Ton	\$ 180.00	\$ 82,800.00	631.74	\$ 113,713.20				\$113,713.20	137.3%	\$ (30,913.20)
58	19mm Hot Mix Asphalt	430	Ton	\$ 180.00	\$ 77,400.00	396.41	\$ 71,353.80				\$71,353.80	92.2%	\$ 6,046.20
59	Concrete Sidewalk Repair (All Depths)	56	SY	\$ 50.00	\$ 2,800.00	97.33	\$ 4,866.50				\$4,866.50	173.8%	\$ (2,066.50)
60	Concrete Curb & Gutter (Match Existing Type)	20	LF	\$ 25.00	\$ 500.00	90	\$ 2,250.00				\$2,250.00	450.0%	\$ (1,750.00)
61	Class "B" Concrete, Minor Structures	2	CY	\$ 1,000.00	\$ 2,000.00	0.5	\$ 500.00				\$500.00	25.0%	\$ 1,500.00
62	Reinforcing Steel	76	LBS	\$ 2.00	\$ 152.00		\$ -						\$ 152.00
63	Inlet Castings	444	LBS	\$ 3.00	\$ 1,332.00		\$ -						\$ 1,332.00
64	12" Corrugated HDPE Pipe (Dual Wall)(Incl. Bedding)	352	LF	\$ 38.00	\$ 13,376.00	326	\$ 12,388.00				\$12,388.00	92.6%	\$ 988.00
65	15" Corrugated HDPE Pipe (Dual Wall)(Incl. Bedding)	8	LF	\$ 50.00	\$ 400.00	36	\$ 1,800.00				\$1,800.00	450.0%	\$ (1,400.00)
66	18" Corrugated HDPE Pipe (Dual Wall)(Incl. Bedding)	8	LF	\$ 60.00	\$ 480.00	60	\$ 3,600.00				\$3,600.00	750.0%	\$ (3,120.00)
67	15" Reinforced Concrete Pipe (Class III)(Rubber Gaskets)	16	LF	\$ 48.00	\$ 768.00	85	\$ 4,080.00				\$4,080.00	531.3%	\$ (3,312.00)
68	18" Reinforced Concrete Pipe (Class III)(Rubber Gaskets)	8	LF	\$ 58.00	\$ 464.00		\$ -						\$ 464.00
69	24" Reinforced Concrete Pipe (Class III)(Rubber Gaskets)	32	LF	\$ 68.00	\$ 2,176.00	48	\$ 3,264.00				\$3,264.00	150.0%	\$ (1,088.00)
70	15" Reinforced Concrete Pipe Flared End Section	1	EA	\$ 1,200.00	\$ 1,200.00		\$ -						\$ 1,200.00
71	Removal of Existing Pipe Drains (All Sizes and Depths)	230	LF	\$ 4.00	\$ 920.00	948	\$ 3,792.00				\$3,792.00	412.2%	\$ (2,872.00)
72	Removal of Existing Corrugated HDPE Pipe (All Sizes and Depths) and Reset	432	LF	\$ 4.00	\$ 1,728.00		\$ -						\$ 1,728.00
73	Remove, Salvage and Reset Existing Wood Fence	40	LF	\$ 25.00	\$ 1,000.00	168	\$ 4,200.00				\$4,200.00	420.0%	\$ (3,200.00)
74	Remove, Salvage and Reset Existing Chain Link Fence	40	LF	\$ 35.00	\$ 1,400.00		\$ -						\$ 1,400.00
75	6" Yellow Thermoplastic Detail Traffic Stripe	150	LF	\$ 20.00	\$ 3,000.00		\$ -						\$ 3,000.00
76	Legend White Thermoplastic Traffic Marking (5" Equivalent)	148	LF	\$ 20.00	\$ 2,960.00		\$ -						\$ 2,960.00
77	Solid Sod (Incl. Sod, Top Soil, Fertilizer, Watering, etc.)	5530	SY	\$ 6.00	\$ 33,180.00	7800	\$ 46,800.00				\$46,800.00	141.0%	\$ (13,620.00)
78	Landscape Restoration (Incl. Top Soil, Plants, Mulch, Watering, etc.)	1500	SF	\$ 6.00	\$ 9,000.00		\$ -	1500	\$9,000.00		\$9,000.00	100.0%	\$ -
79	Clearing and Grubbing	1	LS	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00				\$5,000.00	100.0%	\$ -

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Comprehensive Sewer Improvements - Phase XII										Application Number: 16			
Application Period: 11/1/20 to 12/21/20										Application Date: 22-Dec-20			
A					B		C	E	C	D	E	F	
Item		Contract Information				Quantity Previous App	Value Previous	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored	Total Completed and Stored to Date: (E+F+G)	% (H / B)	Balance to Finish (B - H)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)								
80	Temporary Erosion Control	1	LS	\$ 20,000.00	\$ 20,000.00	1	\$ 20,000.00				\$20,000.00	100.0%	\$ -
81	Maintenance of Traffic	1	LS	\$ 60,000.00	\$ 60,000.00	1	\$ 60,000.00				\$60,000.00	100.0%	\$ -
82	Mobilization	1	LS	\$ 185,000.00	\$ 185,000.00	1	\$ 185,000.00				\$185,000.00	100.0%	\$ -
	Totals				\$ 1,913,694.00		\$ 1,745,412.50		\$9,000.00		\$1,754,412.50	91.7%	\$ 159,281.50



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

December 30, 2020
Project No: 11258
Invoice No: 21796

Project Manager Shea McNease

Project 11258 Infrastructure Improvements on Katie Ave & Arledge St

Professional Services from November 29, 2020 to December 26, 2020

Phase CM Construction Management

Professional Personnel

	Hours	Rate	Amount	
RESIDENT PROJECT REPRESENTATIVE				
Jackson, Terry	3.00	85.00	255.00	
Totals	3.00		255.00	
Total Labor				255.00
		Total this Phase		\$255.00
		Total this Invoice		\$255.00

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



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

December 31, 2020
Project No: 11256
Invoice No: 21820

Project Manager Kyle Wallace
Project 11256 CIPP Sewer in Various Locations

Professional Services from November 28, 2020 to December 26, 2020

Phase CM Construction Phase Services

Professional Personnel

	Hours	Rate	Amount	
RESIDENT PROJECT REPRESENTATIVE				
Jackson, Terry	42.00	85.00	3,570.00	
PROJECT ENGINEER				
Wallace, Kyle	8.00	175.00	1,400.00	
Totals	50.00		4,970.00	
Total Labor				4,970.00
		Total this Phase		\$4,970.00
		Total this Invoice		\$4,970.00

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



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

December 31, 2020
Project No: 1273-S012
Invoice No: 21825

Project Manager Kyle Wallace

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

Professional Services from November 28, 2020 to December 26, 2020

Phase CM Construction Management

Professional Personnel

	Hours	Rate	Amount
CADD TECHNICIAN I			
Simmons, Skyler	4.00	90.00	360.00
Sullivan, Richard	1.00	105.00	105.00
RESIDENT PROJECT REPRESENTATIVE			
Tingle, William	36.00	95.00	3,420.00
RESIDENT PROJECT REPRESENTATIVE			
Broome, Blake	19.00	85.00	1,615.00
PROJECT ENGINEER			
Wallace, Kyle	10.00	175.00	1,750.00
Totals	70.00		7,250.00
Total Labor			7,250.00
		Total this Phase	\$7,250.00
		Total this Invoice	\$7,250.00

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

Hattiesburg, Mississippi does hereby certify to Regions Bank, as trustee in respect to the referenced Bonds (the Trustee”):

- (1) The amounts herein requisitioned to be paid to the above-designated payees are for the items or services hereinabove described.
- (2) The items or services listed above for which payment is proposed to be made hereunder have not formed the basis for any payment heretofore made from the Series 2016 Project Fund Construction Account.
- (3) Each of the items was reasonable and necessary in connection with the “Construction Project” being financed pursuant to the Loan Agreement dated as of August 18, 2016 (the “Loan Agreement”).
- (4) The payment herein authorized and approved is a proper charge against the Series 2016 Project Fund Construction Account as provided for in Section 3 of the Loan Agreement.
- (5) The invoices or statements from the contractor, vendor or other payee or other document supporting the amounts requisitioned herein are on file with the City.

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Title: Mayor or City Clerk
(Authorized City Representative)

As Approved by:

Regions Commercial Equipment Finance, LLC
As Purchaser

Authorized Officer



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, January 19, 2021

Re: Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Kohler for a period not to exceed ten (10) years, commencing on December 31, 2019 and ending on December 31, 2029, with a true value of \$39,524,317,81 or the amount approved by The Mississippi Department of Revenue.
File Number: 2021-40
Minute Book #

Summary

Adopt a resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Kohler for a period not to exceed ten (10) years, commencing on December 31, 2019 and ending on December 31, 2029, with a true value of \$39,524,317,81 or the amount approved by The Mississippi Department of Revenue.

Recommendation Statement

Please place this on the January 19, 2021 City Council meeting for consideration.

**RESOLUTION OF THE CITY COUNCIL OF
HATTIESBURG, MISSISSIPPI
GRANTING EXEMPTION FROM AD VALOREM TAXES**

The City Council next took up for consideration the matter of the application of Kohler Company exemption from ad valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG,
MISSISSIPPI, GRANTING EXEMPTION FROM AD VALOREM TAXES
TO KOHLER CO AS AUTHORIZED BY
SECTION 27-31-105 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED.**

WHEREAS, Kohler on May 28, 2020 filed in triplicate with this Council its Application for Tax Benefits; and

WHEREAS, Kohler has produced written verification and documentation to this Council as to the authenticity and correctness of its Application in regards to the true value of the additions or expansions prayed to be exempted, the completion date of the additions and expansions, and that the additions and expansions described in its Application do not constitute renovations or replacements of realty or personality in whole or in part; and

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit "A" to the Application filed with this Council (a copy of Exhibit "A" is attached to this Resolution and incorporated by reference); and that Kohler Company is entitled to the exemption sought for a period of 10 years, all subject to approval and certification by the Mississippi Department of Revenue.

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

Section 1. That the application for Ad Valorem Tax Exemption by Kohler Company for a consecutive period of ten (10) years from December 31, 2019 through December 31, 2029, as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, as shown and described in Exhibit "A", be and the same is hereby approved, subject to approval and certification by the Mississippi Department of Revenue.

Section 2. That Kohler Company is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit "A" for a period of ten (10) years, commencing on 31st day of December, 2019, and ending on the 31st day of December, 2029 with a total true value of \$39,524,317.81 or the amount approved by Mississippi Department of Revenue.

Section 3. That the Clerk of this Council be, and is hereby directed to spread a copy of this Resolution on the minutes of the City Council; and that the City Clerk shall forward the original and

one certified copy of the Application, and the original and one certified copy of the transcript of this Resolution approving said Application and granting the relief prayed for therein to the Mississippi Department of Revenue for its approval and certification; after receipt of certification from the Mississippi Department of Revenue a Final Order of the Council granting the exemption shall be spread upon the minutes and a certified copy of the Order and Application shall be filed with the Mississippi Department of Revenue and with the State Auditor's Office; and the Clerk of this Council shall also forward one certified copy of the said Application and of the Final Order granting the exemption to the Tax Assessor of Forrest County and receive the Certificate of said Tax Assessor stating that both the real and personal property as set forth in Exhibit "A" has been placed on the appropriate tax roll as "Non-taxable", except for state and school district ad valorem taxes for the duration of the exemption periods only.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 19th day of January, 2021.

(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 19th day of January, 2021.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

**APPLICATION OF KOHLER CO.
FOR EXEMPTION FROM AD VALOREM TAXES FOR
A PERIOD OF TEN YEARS AS AUTHORIZED
BY SECTION 27-31-101, et seq., OF THE
MISSISSIPPI CODE OF 1972, AS AMENDED**

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI:

1. Kohler Co. (“Kohler”) files this its application in triplicate for exemption from ad valorem taxation, and respectfully represents unto this Honorable Council as follows:

2. Applicant, Kohler, is a Wisconsin corporation, domiciled in Kohler, Wisconsin, qualified to do business in Mississippi, with manufacturing operations in the City of Hattiesburg, Forrest County, Mississippi.

3. Kohler is now operating as a small horsepower engine manufacturing industry within the City of Hattiesburg, Forrest County, Mississippi. Applicant is a bona fide manufacturing enterprise of public utility within the meaning of Section 27-31-101, et seq., and related sections of the Mississippi Code of 1972, as amended, and is eligible for the exemption granted by the above-mentioned section by specific enumeration, namely as a manufacturing enterprise which has made additions to or expansions of its facilities or properties or has replaced equipment used in connection with or necessary to the operation of its enterprise within the meaning of Section 27-31-105 of the Mississippi Code of 1972, as amended.

4. That the additions, expansions and/or replacement of equipment of the enterprise were completed during the calendar year ending December 31, 2019, within the meaning of the applicable statutes of the State of Mississippi, and, therefore, the exemption hereby claimed should commence on December 31, 2019.

5. That said exemption of the property described in "Exhibit A" should be granted for a period of ten (10) years from said date of completion.

6. That the true value of all property to be exempted is \$39,524,317.81 as shown in an itemized list attached hereto as "Exhibit A" and made a part hereof.

PRAYER

WHEREFORE, Applicant prays that this Council enter a finding that Kohler is in fact a manufacturing enterprise of public utility which has made additions to or expansions of its facilities or properties or has replaced equipment used in connection with or necessary to the operation of its enterprise, and that the additions, expansions and/or replacement of equipment were completed during the calendar year ending December 31, 2019, within the meaning of the applicable laws of Mississippi; and

That Applicant be granted an exemption from ad valorem taxation, except State and School District ad valorem taxation, as provided by law, for a period of ten (10) years beginning on the 31st day of December, 2019, and ending on the 31st day of December, 2029, upon all of the property described in "Exhibit A" attached hereto and made a part hereof, used in, or necessary to the manufacturing operations of Kohler in the City of Hattiesburg, Forrest County, Mississippi; and

That this Council approve this Application by an order or resolution spread upon its minutes, declaring that such property is exempt from all ad valorem taxation, except State and School District ad valorem taxation, for a period of ten (10) years and forward the original and three certified copies of this Application and a certified transcript of such approval to the Mississippi Department of Revenue, and, upon approval of such Application by the said Mississippi Department of Revenue and certification of its approval, enter a final order on its minutes granting the exemption herein prayed.

Respectfully submitted, this the 27 day of May, 2020.

KOHLER CO.
Applicant

By: 

Name: Thomas G. Adler

Title: Senior Vice President-Finance and Chief
Financial Officer

STATE OF WISCONSIN

COUNTY OF SHEBOYGAN

Personally appeared before me, the undersigned authority, Thomas G. Adler, known to me to be the Senior Vice President-Finance and Chief Financial Officer, who being first duly sworn upon his oath says the facts stated in the foregoing Application for Exemption from Ad Valorem Taxes are true and correct.

GIVEN under my hand and seal of office, this the 27 day of May, 2020.




NOTARY PUBLIC

My Commission Expires

2/10/23

Document prepared by:
Stephen M. Wilson
BRADLEY ARANT BOULT CUMMINGS LLP
188 E. Capitol Street, Suite 1000
Jackson, MS 39201
MS Bar No. 9058

EXHIBIT A
Itemized List of Property to be Abated

See attached.

EXHIBIT A		
ITEMIZED LIST OF PROPERTY TO BE ABATED		
DATE ACQUIRED	DESCRIPTION	COST
COMPUTER EQUIPMENT		
2019	(40) 23" LENOVO TOUCHSCREEN & INSTALLATION	14,554.46
2019	(17) ZEBRA BLUETOOTH HAND SCANNER	14,268.10
2019	CISCO CATALYST DISTRIBUTION SWITCH	19,437.22
2019	DELL LATITUDE 5490 LAPTOP 1NFV6S2	929.74
2019	DELL LATITUDE 5490 LAPTOP FJ2W6S2	929.74
2019	DELL LATITUDE 5490 LAPTOP 3ZDV6S2	929.74
2019	LENOVO THINKCENTRE DESKTOP	616.12
2019	ALL IN ONE-COMPUTER-502834 #1	1,520.72
2019	ALL IN ONE-COMPUTER-502834 #2	1,520.72
2019	ALL IN ONE-COMPUTER-502834 #3	1,520.75
2019	LATITUDE 5490	868.92
2019	LATITUDE 5490	868.92
2019	DELL POWEREDGE R540 4X2TB KOHAFP01	6,030.81
2019	THINKPAD L480	995.47
2019	LATITUDE 5490	868.92
2019	LATITUDE 5490	868.92
2019	LATITUDE 5490	868.92
2019	LATITUDE 5490	868.92
2019	LATITUDE 5490	868.92
2019	LATITUDE 5490	916.71
2019	LATITUDE 5290 2-IN-1	1,263.43
2019	LATITUDE 5490	916.71
2019	LATITUDE 5490	916.71
2019	LATITUDE 5490	916.71
2019	(110) DELL OPTIPLEX COMPUTERS-FLEX LINE	71,235.78
2019	ZEBRA PRINTER WCUTTER #1	1,406.68
2019	ZEBRA PRINTER WCUTTER #2	1,406.67
2019	ETHERNET RUNS F/KT LINE	16,475.31
2019	DELL LATITUDE 5290 2-IN-1 #1	1,482.95
2019	DELL LATITUDE 5290 2-IN-1 #2	1,482.95
2019	DELL LATITUDE 5290 2-IN-1 #3	1,482.95
2019	DELL LATITUDE 5290 2-IN-1 #4	1,482.95
2019	DELL LATITUDE 5290 2-IN-1 #5	1,482.95
2019	DELL LATITUDE 5290 2-IN-1 #6	1,482.95
2019	DELL LATITUDE 5290 2-IN-1 #7	1,482.95
2019	DELL LATITUDE 5290 2-IN-1 #8	1,482.95
2019	DELL LATITUDE 5290 2-IN-1 #9	1,482.95
2019	DELL LATITUDE 5290 2-IN-1 #10	1,482.95
2019	DELL LATITUDE 5290 2-IN-1 #11	1,482.95
2019	DELL LATITUDE 5290 2-IN-1 #12	1,482.95
2019	DELL LATITUDE 5290 2-IN-1 #13	1,482.95
2019	DELL LATITUDE 5290 2-IN-1 #14	1,482.95
2019	DELL LATITUDE 5290 2-IN-1 #15	1,482.95
2019	DELL LATITUDE 5290 2-IN-1 #16	1,482.95
2019	DELL LATITUDE 5290 2-IN-1 #17	1,482.94
2019	DELL LATITUDE 5490-502598 #1	6,693.65
2019	DELL LATITUDE 5490-502598 #2	6,693.65
2019	DELL LATITUDE 5490-502598 #3	6,693.65
2019	DELL LATITUDE 5490-502598 #4	6,693.61
TOTAL COMPUTER EQUIPMENT		216,775.44
MACHINERY & EQUIPMENT		
2009	910T3-18UMF BATTERY CHARGER	4,093.75
2009	910T3-18UMF BATTERY CHARGER	4,093.75
2009	910T3-18UMF BATTERY CHARGER	4,093.75
2009	18D125-15 FORKLIFT BATTERY	3,482.01
2009	18D125-15 FORKLIFT BATTERY	891.20
2009	18D125-15 FORKLIFT BATTERY	3,482.01
2010	18D125-15 FORKLIFT BATTERY	891.20
2019	LEAK TESTER F77600 EFI	14,617.39
2019	FPM TEST BENCH	7,749.00
2019	EDMUNDS/TRENDSSETTER II AIR COLUMN #1	2,385.25
2019	EDMUNDS/TRENDSSETTER II AIR COLUMN #2	2,385.25
2019	EDMUNDS/TRENDSSETTER II AIR COLUMN #3	2,385.25
2019	EDMUNDS/TRENDSSETTER II AIR COLUMN #4	2,385.25
2019	ATM BRILLIANT200 ABRASIVE CUTTER MACHINE	17,770.46
2019	COORDINATE MEASURING MACH.HB8.10.6CMM	105,346.86
2019	SET OF REQUIRED PROVES F/CMM MACHINE	11,382.21
2019	TWMN VALVE LASH MACHINE #1- ATLAS COPCO	232,429.24
2019	TWMN VALVE LASH MACHINE #2- ATLAS COPCO	232,429.02
2019	(13) BANNER CAMERA-502821	31,635.97
2019	FLEX-CRANKSHAFT FINISH CELL ROBOT	275,043.65
2019	BANNER CAMERA-502834 #1	2,230.88
2019	BANNER CAMERA-502834 #2	2,230.88
2019	BANNER CAMERA-502834 #3	2,230.88
2019	BANNER CAMERA-502834 #4	2,230.81
2019	BANNER CAMERA-502841	3,390.92

DATE ACQUIRED	DESCRIPTION	COST
2019	MAXYMOS-KISTLER FORCE GAUGE	3,552.40
2019	OKUMA M460VE VMC #1	151,381.99
2019	OKUMA M460VE VMC #2	151,381.99
2019	OKUMA M460VE VMC #3	151,381.92
2019	BUSCHE-OKUMA OIL HOLE FIXTURE #1	43,116.64
2019	BUSCHE-OKUMA OIL HOLE FIXTURE #2	43,116.64
2019	BUSCHE-OKUMA OIL HOLE FIXTURE #3	43,116.67
2019	TWIN CRANK FAS B-LINE DRILLING ROBOT	287,757.58
2019	ROBOT CELL RETROFIT DRILL(ASSET#4544836)	43,447.69
2019	OKUMA MIST COLLECTORS #1	3,612.38
2019	OKUMA MIST COLLECTORS #2	3,612.38
2019	OKUMA MIST COLLECTORS #3	3,612.38
2019	EDMUND AIR PLUG W/MASTER	8,703.38
2019	EDMUNDS TRENDSETTER #1	2,701.75
2019	EDMUNDS TRENDSETTER #2	2,701.75
2019	BKM82KIO-TK91A-TOOL DETECTION KIT #1	5,094.11
2019	BKM82KIO-TK91A-TOOL DETECTION KIT #2	5,094.11
2019	BKM82KIO-TK91A-TOOL DETECTION KIT #3	5,094.11
2019	BKM82KIO-TK91A-TOOL DETECTION KIT #4	5,094.11
2019	BKM82KIO-TK91A-TOOL DETECTION KIT #5	5,094.11
2019	BKM82KIO-TK91A-TOOL DETECTION KIT #6	5,094.11
2019	BKM82KIO-TK91A-TOOL DETECTION KIT #7	5,094.11
2019	BKM82KIO-TK91A-TOOL DETECTION KIT #8	5,094.13
2019	GREEN FIBERGLASS FLOOR GRATING	7,579.88
2019	BLOWER HOUSING FEEDER LINE CONVEYOR	37,541.07
2019	CONVEYOR ASSET MODIFI. DES-ASSET EN8763F	551,794.78
2019	AIR CLEANER BASE DC DRIVER	21,124.30
2019	(30) CV PALLETS	247,851.37
2019	CRANKCASE SPUR CONVEYOR SYSTEM	73,418.37
2019	GRASS SCREEN ASSY DC DRIVER	40,121.52
2019	CV CRANKCASE PRESS	69,659.77
2019	FIXED GUARD ASSY DC DRIVER	27,115.63
2019	OIL PUMP PRESS MACHINE	63,139.69
2019	OIL PAN VALVE LEAK CHECK MACHINE	12,681.59
2019	ROCKER ARM ASSY	42,348.71
2019	ERROR PROFING EQUIPMENT #1	12,212.41
2019	ERROR PROFING EQUIPMENT #2	12,212.41
2019	ERROR PROFING EQUIPMENT #3	12,212.41
2019	ERROR PROFING EQUIPMENT #4	12,212.41
2019	ERROR PROFING EQUIPMENT #5	12,212.41
2019	ERROR PROFING EQUIPMENT #6	12,212.41
2019	ERROR PROFING EQUIPMENT #7	12,212.41
2019	ERROR PROFING EQUIPMENT #8	12,211.94
2019	SCRAPER BLADE RIVET TOOL	32,595.43
2019	BLOWER HOUSING PUNCHER MACHINE	135,746.79
2019	OIL PAN PRESS MACHINE	42,471.15
2019	TEST BAY (CONVEYORS,GATES,TRANSFERS)	172,068.81
2019	MODIFICATION OF CV CRANKCASE PRESS	20,201.60
2019	CON-ROD ASSEMBLY DRIVERS	43,281.63
2019	FLYWHEEL IGNITION MAGNET TABLE UPGRADE	6,814.52
2019	FLYWHEEL MAGNET ASSY MACHINE UPGRADE	98,485.43
2019	PIN COIL UPGRADE F/ASSET 4633431	3,273.60
2019	SPECIAL BORE TOOL BODY W/CARTRIDGES	5,015.05
2019	146.0MM DIAMETER HOLLOW MILL	2,876.61
2019	177.0MM DIAMETER HOLLOW MILL	2,961.22
2019	12 NM PISTOL QX W/REACTION CONTROL #1	2,255.72
2019	12 NM PISTOL QX W/REACTION CONTROL #2	2,255.70
2019	KNABEL SLIDECAN& VALVE SEAT GAGE SYSTEM	179,162.55
2019	HEAD STUD MANUAL INSERTION DC TOOL #1	5,540.14
2019	HEAD STUD MANUAL INSERTION DC TOOL #2	5,540.09
2019	TEST STAND (2,4,6, AND 8) #1	27,634.51
2019	TEST STAND (2,4,6, AND 8) #2	27,634.51
2019	TEST STAND (2,4,6, AND 8) #3	27,634.51
2019	TEST STAND (2,4,6, AND 8) #4	27,634.28
2019	CAM SHAFT LOBE LUBRICATOR	45,313.94
2019	SRINK FIT MACHINE-MISC. MMT	39,369.15
2019	2 SPINDLE NAGEL HONE MACHINE	960,309.43
2019	LIFT TABLES F/CMND CASE CELL #1	6,723.92
2019	LIFT TABLES F/CMND CASE CELL #2	6,723.88
2019	ADD BANNER CAMERA VISION SYSTEM	6,494.00
2019	CONTROL PANEL ASSY STATION	15,091.73
2019	(700) 999 CRANKCASE TRAY	29,361.47
2019	(250) 999 CRANKCASE PALLET	12,247.50
2019	(494) CMND PRO CRANKSHAFT DUNNAGE	13,115.70
2019	HEXAGON COORDINATE MEASURING MACHINE	195,039.04
2019	2D/3D LASER DISPLACEMENT PROFLOMETER	24,063.35
2019	CONVEYOR CONTROLS UPDATE	13,819.32
2019	(40) LINE SIDE RACKS F/MATERIAL HANDLING	49,549.89
2019	GOV SET-DC DRIVER	17,469.42
2019	PISTON ASSY #1-2 CAP DISMANTLE MACHINE	5,942.27

DATE ACQUIRED	DESCRIPTION	COST
2019	AC BASE DC DRIVER (POST ENGINE TEST)	1,932.81
2019	CON ROD DC TOOL-5400TL	16,850.00
2019	OIL FILTER DC TOOL-5400TL	18,000.00
2019	ROCKER STUD DC TOOL-5400TL	8,712.50
2019	STATOR DC TOOL-5400TL	17,425.00
2019	SAFETY LASER SCANNER F/LOCTITE MACHINE	4,383.25
2019	MARATHON RJ 225 STATIONARY COMPACTOR	25,368.00
2019	3 BATTERY CHARGER STANDS MODEL CS-72	2,764.32
2019	COOK PAPER BALER	29,005.13
2019	VERTICAL MACHINING CENTER VMC+T	83,511.09
2019	POST PROCESS GAGE CONTROLS	18,075.00
2019	OKUMA LB 3000 ROUGHING LATHE+CONT. #1	316,671.63
2019	OKUMA LB 3000 ROUGHING LATHE+CONT. #2	316,671.63
2019	OKUMA LB 3000 ROUGHING LATHE+CONT. #3	316,671.63
2019	OKUMA LB 3000 ROUGHING LATHE+CONT. #4	316,671.61
2019	INDUCTION HARDENING MACHINE	237,809.94
2019	Z-4023N RJ-GENIE BOOM	25,027.94
2019	MITUTOYO TESTER W/ACCESSORIES+CONT.	8,426.00
2019	GLEASON 175 GMS-GEAR INSP.MACHINE	248,415.56
2019	TWIN ASSY LINE-BOWL FEEDER MODIFICATIONS	99,095.42
2019	QST 10 SPINDLE SYSTEM	278,606.12
2019	OIL FILL STATION F/KT ASSY LINE	39,930.00
2019	MITUTOYO ROUGHNESS TESTER W/ACCESSORIES	13,101.57
2019	TRUCK RESTRAINTS F/DOCK #31	8,014.30
2019	ELECTRICAL WORK F/BATTERY CHARGERS	28,066.10
2019	OKUMA M460VE VERTICA MACHINE CENTER #1	219,634.81
2019	OKUMA M460VE VERTICA MACHINE CENTER #2	219,634.78
2019	MAKINO A81X HORIZONTAL MACHINE CENTER	510,958.02
2019	(10) ASSY PALLETS F/824 LINE	59,138.00
2019	POWER FOCUS SL TOOL F/GOV. LEVER NUT	12,865.69
2019	GORBEL EASY ARM	16,161.00
2019	RTV ROBOT-5400 TRIM LINE	145,180.96
2019	AUTO LUBE CONTROLS 1&2-5400TL	30,000.00
2019	5400/TRIM TORQUE AUDIT SYSTEM	21,700.04
2019	OIL FILL & EVACUATION MACHINE-5400TL	60,000.00
2019	TORQUE TO TURN SYSTEM-5400 TL	96,058.62
2019	(145) PALLETS-5400 TRIM LINE	208,731.98
2019	LIFT & ROTATE STATIONS-5400TL #1	3,190.00
2019	LIFT & ROTATE STATIONS-5400TL #2	3,190.00
2019	LIFT & ROTATE STATIONS-5400TL #3	3,190.00
2019	LIFT & ROTATE STATIONS-5400TL #4	3,190.00
2019	LIFT & ROTATE STATIONS-5400TL #5	3,190.00
2019	LIFT & ROTATE STATIONS-5400TL #6	3,190.00
2019	ZEBRA ZT410 PRINTER-602881	4,040.96
2019	CMND TWIN CRAK HARDENER FIXTURE	22,879.84
2019	PUMP BACK TANK F-SMITH COOLANT SYSTEM	7,089.00
2019	WATER RECIRCULATING SYSTEM-MODEL 7500	16,540.00
2019	COMMAND PRO HARDENER-QUENCH TANK	14,439.00
2019	INTAKE MANIFOLD DC OETIKER CLAMP TOOL	8,526.42
2019	MECHANICAL FUEL PUMP FITTING PRESS	26,865.73
2019	(290) HORIZONTAL PALLET F/FLEX LINE	292,459.43
2019	OVERHEAD ASSY STRUCTURE-BB LINE	152,855.91
2019	20' CONVEYOR EXTENSION-BB LINE	58,685.33
2019	(17) MC3300 PREMIUM PLUS GUN SCANNER	14,060.87
2019	LINEAR ARM F/AC BASE TORQUE	8,550.00
2019	ROBOT BASE PLATE	2,625.00
2019	AIR HEADER F/KT LINE	87,371.80
2019	INTAKE MANIFOLD ASSY DC TOOL-5400TL	15,783.38
2019	DRAIN PLUG DC TOOL-5400TL	2,954.64
2019	IGNITION MODULE DC TOOL-5400TL	10,639.44
2019	CONTROL PANEL DC TOOL-5400TL	15,448.23
2019	LAMINATION CAMERA-5400TL	24,611.65
2019	OVERHEAD TOOL RAIL& SUPPORT STRUCTURE	137,590.95
2019	FUEL & OIL DROPS	23,854.92
2019	ANTI-FATIGUE MATTING	14,521.15
2019	CRANKCASE LEAK TESTER-5400TL	45,258.25
2019	(260) FLEX LINE ASSY PALLET MODIFICATION	5,940.85
2019	GHS PRINTER SYSTEM	6,186.09
2019	OVERHEAD STRUCTURE F/CONS&COM.SUBASSY	54,481.20
2019	AIR PIPING SYST.F/QUALITY/RECEIVING ROOM	19,324.20
2019	OVERHEAD STRUCTURE F/CONSUMERKT ASSYLINE	179,985.00
2019	WATER LINE F/BATTERY ROOM	6,591.20
2019	OP20 HYDRAULIC FIXTURE PLATE F/C-HEAD #1	6,902.00
2019	OP20 HYDRAULIC FIXTURE PLATE F/C-HEAD #2	6,902.00
2019	TRUNNION STYLE FIXTURE #1	20,711.14
2019	TRUNNION STYLE FIXTURE #2	20,711.13
2019	3000 PSI HYDRAULIC SYSTEM #1	7,653.67
2019	3000 PSI HYDRAULIC SYSTEM #2	7,653.67
2019	BLOWER HOUSING PRESS FOR VR-33/34	83,334.82
2019	THRUST BEARING PRESS	41,173.30

DATE ACQUIRED	DESCRIPTION	COST
2019	HORIZONTAL 10 SPINDLE UPGRADE	5,399.90
2019	INTAKE MANIFOLD DC OETIKER TOOL	12,548.06
2019	TORQUE AUDIT CART	9,129.92
2019	UTA-461-0020-OP-TORQUE STAR 1/4 DR 20NM	2,803.15
2019	UTA-462-0075-OP-TORQUE STAR 3/8 DR 75NM	2,755.79
2019	UTA-453-0180-OP-TORQUE STAR 1/2 DR 180NM	2,803.16
2019	62 012 18-SPUR MASTER GEAR- S/B TOOLING CLASS	2,450.00
2019	24 012 23-HELICAL MASTER GEAR- S/B TOOLING CLASS	2,786.00
2019	19 012 03-SPUR MASTER GEAR- S/B TOOLING CLASS	2,870.00
2019	DELL OPTIPLEX 6080 DESKTOPS #1	772.52
2019	DELL OPTIPLEX 6080 DESKTOPS #2	772.52
2019	DELL OPTIPLEX 6080 DESKTOPS #3	772.53
2019	BAT-INTOXIMETER	2,769.75
2019	BAN 75300-P4OI IN LINE SENSOR	2,353.86
2019	TRIM NETWORK DROPS/6400	44,210.60
2019	NEW CONVEYOR SYSTEM-5400 TL	1,186,403.59
2019	KT MANIFOLD LEAK TEST SYSTEM	18,682.74
2019	SAFETY REPEATER	5,686.86
2019	800 AMP ELECTRICAL SYSTEM F/BATTERY ROOM	55,212.00
2019	BATTERY ROOM VENTILATION SYSTEM	9,630.00
2019	LIFT& LOCATE RTV ROBOT FLEX MODIFICATION	5,721.25
2019	(250) XX-XXX-XX-899 CARB BODY	7,047.20
2019	MANUAL CRANKSHAFT TURNING FIXTURE	6,242.25
2019	BIG BLOCK PACKOUT HOIST	17,765.92
2019	OVERHEAD STRUCTURE F/FLEX LINE(TAS)	274,045.91
2019	WAREHOUSE RACKING	259,664.49
2019	FLOOR MATS F/CAM CELI	6,517.67
2019	GORBEL CRANE-5400TL #1	12,520.80
2019	GORBEL CRANE-5400TL #2	12,520.78
2019	MATERIAL FLOW RACK-5400TL	64,882.37
2019	(12) KT DC TOOL-5400TL	191,173.97
2019	LIFT GATE SYSTEM #1	11,688.70
2019	LIFT GATE SYSTEM #2	11,688.68
2019	(20) STORAGE RACK	24,345.96
2019	POWER DISTRIBUTION PANEL	53,750.34
2019	380FT WIRE BASKETS F/FLEX LINE NETWORK #1	13,456.37
2019	380FT WIRE BASKETS F/FLEX LINE NETWORK #2	13,456.36
2019	(122) 4FT LED LIGHT FIXTURES	35,419.44
2019	(44)EMT NETWORK CONDUIT RUNS	16,392.25
2019	CRANKSHAFT-LAPPER CONTROL UPGRADE	81,412.41
2019	ELECTRICAL PROGRAMING & WIRING-5400TL	740,423.63
2019	BIG BLOCK NETWORK DROPS	13,346.49
2019	TOTE-ON-TOTE PACKING SYSTEM	55,135.52
2019	COOLANT SYSTEM REFURBISHMENT	66,422.27
2019	BIG BLOCK LINE EXHAUST SYSTEM	112,190.55
2019	TWIN LINE EXHAUST SYSTEM	120,974.02
2019	ELECTRICAL EXPANSION-5400TL	180,333.02
2019	FLEX LINE NETWORK DROPS	15,074.32
2019	ELECTRICAL SET UP F/FLEX LINE	128,439.92
2019	WIRE MOLDING F/FLEX LINE	72,366.46
TOTAL MACHINERY & EQUIPMENT		15,127,875.52
FURNITURE & FIXTURES		
2019	(29) CILINDER F/REPAIR LOCK-UP 502B21	2,883.35
2019	CX6500 UNIFIED CONFERENCE STATION	5,125.19
2019	24" X 40"-SINGLE LEVEL STAND #1	2,458.86
2019	24" X 40"-SINGLE LEVEL STAND #2	2,458.86
2019	24" X 40"-SINGLE LEVEL STAND #3	2,458.86
2019	24" X 40"-SINGLE LEVEL STAND #4	2,458.86
2019	24" X 40"-SINGLE LEVEL STAND #5	2,458.86
TOTAL FURNITURE & FIXTURES		20,302.84
MACHINE TOOLING		
2019	32 094 21-AIR CLEANER BASE	7,898.00
2019	32 043 22 CRANKSHAFT GEAR TOOLING	11,100.01
2019	62 583 04-BODY, CARBURETOR	5,000.00
2019	62 318 30-HEAD CYLINDER #2-TOOLING	57,918.00
2019	62 318 28-HEAD CYLINDER #1-TOOLING	61,202.00
TOTAL MACHINE TOOLING		143,118.01
TOTAL PERSONAL PROPERTY		15,508,071.81
INVENTORY		
	Raw Materials	16,104,176.00
	Work-in-Process	7,912,070.00
TOTAL INVENTORY		24,016,246.00

Position Statement of Tax Assessor

Trade Name of Applicant: Kohler Co.Location: 182 JM Tatum Industrial Dr Parcel: P7816Type of Business: ManufacturingFinished Products: Small EnginesState the Enumeration this Application Identifies with: 27-31-105Has this Enterprise Enjoyed an Application Previously? YesUnder any other Trade Name? NoAny Other Location? NoUnder Any Other Ownership? No

Number of Jobs: _____ Estimated Annual Payroll: _____

EXEMPTION TO BE ON:

LAND: _____ VALUE: _____

IMPROVEMENTS: _____ VALUE: _____

PERSONAL PROPERTY:

FURN & FIX.	VALUE:	<u>\$237,078.28</u>
MACH & EQUIP.	VALUE:	<u>\$15,270,993.53</u>
INVENTORY	VALUE:	<u></u>
RAW MATERIALS	VALUE:	<u>\$16,104,176.00</u>
WORK IN PROGRESS	VALUE:	<u>\$7,912,070.00</u>

Personal Property Total: \$39,524,317.81Exemption Total Value: \$39,524,317.81LAND AND IMPROVEMENTS:Owner of Land: Forrest County Industrial Park CommOwner of Improvements: Kohler Co.Date of Improvements: _____ Completed: _____ Expanded: 12/31/2019Any Prior Exemption: NoYears of Exemption Applied for: 1/1/2020 Through: 12/31/2029Applicant's Representative: Rick Marcus Phone: 920-698-2840Address: 182 JM Tatum Industrial DrInvestigated By: Bryan Hunter

Comments: _____

Date: June 1st, 2020Tax Assessor: Mary Ann Palmer
Mary Ann Palmer



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, January 19, 2021

Re: Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Sofidel America Corp. for a period not to exceed ten (10) years, commencing on December 31, 2015 and ending December 31, 2025.
File Number: 2021-39
Minute Book #

Summary

Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Sofidel America Corp. for a period not to exceed ten (10) years, commencing on December 31, 2015 and ending December 31, 2025.

Recommendation Statement

Applying for 2nd Five years of 10 year exemption.

Please place this on the January 19, 2021 City Council meeting for consideration.

RESOLUTION OF THE CITY COUNCIL OF
HATTIESBURG, MISSISSIPPI
GRANTING EXEMPTION FROM AD VALOREM TAXES

The City Council next took up for consideration the matter of the application of Sofidel. Ad Valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI, GRANTING EXEMPTION FROM
AD VALOREM TAXES TO, SOFIDEL AMERICA CORP.
AS AUTHORIZED BY SECTION 27-31-105 ET SEQ.,
MISSISSIPPI CODE OF 1972, AS AMENDED.

WHEREAS, Sofidel on May 29, 2021, filed in triplicate with this Council its Application for Tax Benefits; and

WHEREAS, Sofidel, has produced written verification and documentation to this Council as to the authenticity and correctness of its Application in regards to the true value of the additions or expansions prayed to be exempted, the completion date of the additions and expansions, and that the additions and expansions described in its Application do not constitute renovations or replacements of realty or personality in whole or in part; and

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit A to the Application filed with this Council, with all additions and expansions being completed during calendar year 2015; and that Sofidel, is entitled to the exemption sought from ad valorem taxation, except for state and school district purposes, for a period of ten (10) years, subject to approval and certification by the Mississippi Department of Revenue.

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

Section 1. That the application for Ad Valorem Tax Exemption by Mar-Jac, for a period of ten (10) years from December 31, 2015 through December 31, 2025, as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, and as shown and described in Exhibit A, be and the same is hereby approved, subject to approval and certification by the Mississippi Department of Revenue.

Section 2. That Mar-Jac, is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit A for a period of ten (10) years, commencing on the December 31, 2015 and ending on December 31, 2025, with a total true value of \$22,181,220.60 or the amount approved by Mississippi

Department of Revenue.

Section 3. That the Clerk of this Council be, and is hereby directed to spread a copy of this Resolution on the minutes of the City Council; and that the City Clerk shall forward the original and one certified copy of the Application, and the original and one certified copy of the transcript of this Resolution approving said Application and granting the relief prayed for therein to the Mississippi Department of Revenue for its approval and certification; after receipt of certification from the Mississippi Department of Revenue a Final Order of the Council granting the exemption shall be spread upon the minutes and a certified copy of the Order and Application shall be filed with the Department of Revenue; and the Clerk shall also forward one certified copy of the said Application and of the Final Order granting the exemption to the Tax Assessor of Forrest County and receive the Certificate of said Tax Assessor stating that the personal property as set forth in Exhibit A, has been placed on the appropriate tax roll as "Non-taxable", except for state and school district ad valorem taxes for the duration of the exemption period only.

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

YEAS:
NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 19th day of January, 2021.

(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 19th day of January, 2021.

APPROVED:

CITY CLERK

APPROVED

MAYOR

POSITION STATEMENT OF TAX ASSESSOR

EXEMPTION OF REALTY AND/OR PERSONAL PROPERTY

TRADE NAME OF APPLICANT: SOFIDEL AMERICA CORP

LOCATION: 176 W L RUNNELS INDUSTRAIL DRIVE PARCEL P7069, 45199

TYPE OF BUSINESS: PAPER PRODUCTS MANUFACTURER

FINISHED PRODUCTS ARE: HOUSEHOLD PAPER PRODUCTS

STATE THE ENUMERATION THIS APPLICATION IDENTIFIES WITH: 27-31-105

HAS THIS ENTERPRISE ENJOYED AN EXEMPTION PREVIOUSLY? YES

UNDER ANY OTHER TRADE NAME? NO

ANY OTHER LOCATION? NO

UNDER ANY OTHER OWNERSHIP? NO

NUMBER OF NEW JOBS 300 BY 2019 ESTIMATED ANNUAL PAYROLL 8,800,000 BY 2019

EXEMPTION TO BE ON:

LAND: (YES) VALUE: \$ 450,000.00

IMPROVEMENTS: (YES) VALUE: \$ 19,931,575.76

PERSONAL PROPERTY:

FURN & FIX.	VALUE \$	<u> </u>
MACH & EQUIP.	VALUE \$	<u>1,799,644.84</u>
INVENTORY	VALUES	<u> </u>
RAW MATERIALS	VALUE \$	<u> </u>
WORK IN PROCESS	VALUE \$	<u> </u>

PERSONAL PROPERTY TOTAL: \$ 1,799,644.84

EXEMPTION TOTAL VALUE: \$ 22,181,220.60

LAND AND IMPROVEMENTS:

OWNER OF LAND: SOFIDEL AMERICA CORP

OWNER OF IMPROVEMENTS: SOFIDEL AMERICA CORP

DATE OF IMPROVEMENTS: COMPLETED 12/31/2015 EXPANDED

ANY PRIOR EXEMPTION: NO

YEARS OF EXEMPTION APPLIED FOR: 2021 THRU 2025

APPLICANT'S REPRESENTATIVE: MARCELLO MARAZANO

ADDRESS: 176 WL RUNNELS DRIVE, HATTIESBURG, MS 39401 PHONE: 601-255-6657

INVESTIGATED BY: BRYAN HUNTER

COMMENTS: APPLYING FOR 2ND FIVE YEARS OF 10 YR EXEMPTION

DATE: June 1, 2020

TAX ASSESSOR: Mary Ann Palmer

MARY ANN PALMER



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, January 19, 2021

Re: Approve Lighting Agreement with Mississippi Power Company for additional lighting in area around S 38th Avenue and Mandalay Drive for a monthly increase of \$66.64, and authorize Mayor to execute the same.

File Number: 2021-8
Minute Book #

Summary

Approve Lighting Agreement with Mississippi Power Company for additional lighting in area around S 38th Avenue and Mandalay Drive for a monthly increase of \$66.64, and authorize Mayor to execute the same.

Recommendation Statement

I am recommending approval of lighting agreement.

Please place this on the January 19, 2021 City Council meeting for consideration.

DATE: 1/5/21

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg PHONE: _____

AUTHORIZED SIGNATURE _____ DATE: _____

DEVELOPER NAME _____ ACCOUNT # 59841-82000

DEVELOPER SIGNATURE _____ DATE: _____

DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT: _____

Attach a plat for development.

TO: MISSISSIPPI POWER COMPANY, ATTN. :(MPC LIGHTING SERVICES) P.O. Box 4079,

Gulfport, MS 39502 or Email: (G2MPCLSVC@southernco.com)

DATE MAIL/EMAIL RECEIVED _____

INSTRUCTIONS: INSTALL STREET LIGHTS AS NOTED IN THE SCHEDULE BELOW. CONSIDER THIS YOUR AUTHORIZATION TO BILL THE NEW LIGHTS UNDER THE TERMS OF THE CURRENTLY APPLICABLE STREET LIGHT RATE (SL) AS APPROVED BY THE MISSISSIPPI PUBLIC SERVICE COMMISSION.

PLEASE TAKE NOTICE: By and through Developer's request and execution hereof, Developer acknowledges and agrees that any electric lighting service for outdoor lighting is subject to MPC's Rules Governing Electric Service and MPC's Outdoor Lighting Electric Rate Schedule (OL). Developer understands and agrees that OL provides for a three (3) year minimum term for lighting (other than special lighting) and Developer shall be liable to MPC for all service under the rate schedule until termination, provided however that Developer shall, in no event, be excused from liability for service during the applicable minimum term. MPC shall be entitled to pursue any and all available legal remedies in the event Developer, or Developer's successors or assigns, fails to make any and all payments as and when due during the term of service.

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
COBRA HEAD FIXTURES		
100 WATT HPS	<u>RM: 8</u>	_____
150 WATT HPS	_____	_____
250 WATT HPS	_____	_____
400 WATT HPS	_____	_____
1000 WATT HPS	_____	_____
350 WATT MH	_____	_____
LED FIXTURES		
90 WATT LED	_____	<u>Area around S 38th Ave and Mandalay Dr</u>
110 WATT LED	_____	<u>Existing poles to be removed - Discontinued pole</u>
190 WATT LED	_____	<u>1 pole hit by a car</u>
280 WATT LED	_____	_____
OTHER FIXTURES		
<u>Decorative Concpoles</u>	<u>RM: 8</u>	<u>Monthly increase \$66.64</u>
<u>50 W Colonial Lights</u>	<u>IN: 8</u>	_____
<u>20 ft Alum Poles</u>	<u>IN: 8</u>	_____

NOTE: FOR NON ROUTINE INSTALLATIONS REQUIRING POLES, UNDERGROUND WIRING OR OTHER SPECIAL CONDITIONS PLEASE CONTACT YOUR MARKET SPECIALIST AND SPECIFIC CONTRACTS WILL BE PREPARED.

PLEASE MAIL OR EMAIL THIS FULLY COMPLETED FORM TO MPC'S LIGHTING SERVICES DEPT.

AND WE WILL INSTALL THE LIGHTING INSTALLATIONS THAT YOU REQUEST. YOU MAY ALSO USE THIS FORM TO REPORT LIGHTS NOT BURNING BY LISTING THE ESTIMATED SIZE AND LOCATION ON THE FORM AND FAXING TO US.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, January 19, 2021

Re: Approve Lighting Agreement with Mississippi Power Company for additional lighting at Kamper Park parking lot for a monthly increase of \$19.33, and authorize Mayor to execute the same.

File Number: 2021-9
Minute Book #

Summary

Approve Lighting Agreement with Mississippi Power Company for additional lighting at Kamper Park parking lot for a monthly increase of \$19.33, and authorize Mayor to execute the same.

Recommendation Statement

I am recommending approval of lighting agreement.

Please place this on the January 19, 2021 City Council meeting for consideration.

DATE: 12/29/20

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg PHONE: _____

AUTHORIZED SIGNATURE _____ DATE: _____

DEVELOPER NAME _____ ACCOUNT # 59841-82000

DEVELOPER SIGNATURE _____ DATE: _____

DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT: _____

Attach a plat for development.

TO: MISSISSIPPI POWER COMPANY, ATTN. :(MPC LIGHTING SERVICES) P.O. Box 4079,

Gulfport, MS 39502 or Email: (G2MPCLSVC@southernco.com)

DATE MAIL/EMAIL RECEIVED _____

INSTRUCTIONS: INSTALL STREET LIGHTS AS NOTED IN THE SCHEDULE BELOW. CONSIDER THIS YOUR AUTHORIZATION TO BILL THE NEW LIGHTS UNDER THE TERMS OF THE CURRENTLY APPLICABLE STREET LIGHT RATE (SL) AS APPROVED BY THE MISSISSIPPI PUBLIC SERVICE COMMISSION.

PLEASE TAKE NOTICE: By and through Developer's request and execution hereof, Developer acknowledges and agrees that any electric lighting service for outdoor lighting is subject to MPC's Rules Governing Electric Service and MPC's Outdoor Lighting Electric Rate Schedule (OL). Developer understands and agrees that OL provides for a three (3) year minimum term for lighting (other than special lighting) and Developer shall be liable to MPC for all service under the rate schedule until termination, provided however that Developer shall, in no event, be excused from liability for service during the applicable minimum term. MPC shall be entitled to pursue any and all available legal remedies in the event Developer, or Developer's successors or assigns, fails to make any and all payments as and when due during the term of service.

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
COBRA HEAD FIXTURES		
100 WATT HPS	_____	_____
150 WATT HPS	RM: 18	_____
250 WATT HPS	_____	_____
400 WATT HPS	_____	_____
1000 WATT HPS	_____	_____
350 WATT MH	_____	_____
LED FIXTURES		
90 WATT LED	_____	_____
110 WATT LED	_____	_____
190 WATT LED	_____	_____
280 WATT LED	_____	_____
OTHER FIXTURES		
50WLED	IN: 15	Installing 15 LED Colonials, 1 - 120WLED flood, 1 - 320WLED flood
120LED	IN: 1	Kamper Park parking lot lighting
320LED	IN: - 1	Monthly Increase \$19.33

NOTE: FOR NON ROUTINE INSTALLATIONS REQUIRING POLES, UNDERGROUND WIRING OR OTHER SPECIAL CONDITIONS PLEASE CONTACT YOUR MARKET SPECIALIST AND SPECIFIC CONTRACTS WILL BE PREPARED.

PLEASE MAIL OR EMAIL THIS FULLY COMPLETED FORM TO MPC'S LIGHTING SERVICES DEPT.

AND WE WILL INSTALL THE LIGHTING INSTALLATIONS THAT YOU REQUEST. YOU MAY ALSO USE THIS FORM TO REPORT LIGHTS NOT BURNING BY LISTING THE ESTIMATED SIZE AND LOCATION ON THE FORM AND FAXING TO US.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, January 19, 2021

Re: Approve Lighting Agreement with Mississippi Power Company for additional lighting at 1906 Edwards Street for a monthly increase of \$10.61, and authorize Mayor to execute the same.
File Number: 2021-11
Minute Book #

Summary

Approve Lighting Agreement with Mississippi Power Company for additional lighting at 1906 Edwards Street for a monthly increase of \$10.61, and authorize Mayor to execute the same.

Recommendation Statement

I am recommending approval of lighting agreement.

Please place this on the January 19, 2021 City Council meeting for consideration.

DATE: 1/6/20

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg PHONE: _____

AUTHORIZED SIGNATURE _____ DATE: _____

DEVELOPER NAME _____ ACCOUNT # 59841-82000

DEVELOPER SIGNATURE _____ DATE: _____

DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT: _____

Attach a plat for development.

TO: MISSISSIPPI POWER COMPANY, ATTN. :(MPC LIGHTING SERVICES) P.O. Box 4079,

Gulfport, MS 39502 or Email: (G2MPCLSVC@southernco.com)

DATE MAIL/EMAIL RECEIVED _____

INSTRUCTIONS: INSTALL STREET LIGHTS AS NOTED IN THE SCHEDULE BELOW. CONSIDER THIS YOUR AUTHORIZATION TO BILL THE NEW LIGHTS UNDER THE TERMS OF THE CURRENTLY APPLICABLE STREET LIGHT RATE (SL) AS APPROVED BY THE MISSISSIPPI PUBLIC SERVICE COMMISSION.

PLEASE TAKE NOTICE: By and through Developer's request and execution hereof, Developer acknowledges and agrees that any electric lighting service for outdoor lighting is subject to MPC's Rules Governing Electric Service and MPC's Outdoor Lighting Electric Rate Schedule (OL). Developer understands and agrees that OL provides for a three (3) year minimum term for lighting (other than special lighting) and Developer shall be liable to MPC for all service under the rate schedule until termination, provided however that Developer shall, in no event, be excused from liability for service during the applicable minimum term. MPC shall be entitled to pursue any and all available legal remedies in the event Developer, or Developer's successors or assigns, fails to make any and all payments as and when due during the term of service.

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
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COBRA HEAD FIXTURES

100 WATT HPS	_____	_____
150 WATT HPS	_____	_____
250 WATT HPS	_____	_____
400 WATT HPS	_____	_____
1000 WATT HPS	_____	_____
350 WATT MH	_____	_____

LED FIXTURES

90 WATT LED	IN: 1	1906 Edwards St
110 WATT LED	_____	Monthly increase \$10.61
190 WATT LED	_____	_____
280 WATT LED	_____	_____

OTHER FIXTURES

_____	_____	_____
_____	_____	_____
_____	_____	_____

NOTE: FOR NON ROUTINE INSTALLATIONS REQUIRING POLES, UNDERGROUND WIRING OR OTHER SPECIAL CONDITIONS PLEASE CONTACT YOUR MARKET SPECIALIST AND SPECIFIC CONTRACTS WILL BE PREPARED.

PLEASE MAIL OR EMAIL THIS FULLY COMPLETED FORM TO MPC'S LIGHTING SERVICES DEPT.

AND WE WILL INSTALL THE LIGHTING INSTALLATIONS THAT YOU REQUEST. YOU MAY ALSO USE THIS FORM TO REPORT LIGHTS NOT BURNING BY LISTING THE ESTIMATED SIZE AND LOCATION ON THE FORM AND FAXING TO US.



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, January 19, 2021

Re: Approve an Interlocal Agreement between the City of Hattiesburg and Dixie Community Utility Association, Inc. for certain utility services and authorize the Mayor to execute the same, contingent upon Attorney General's Approval.
File Number: 2021-33
Minute Book #

Summary

Authorize Mayor to execute an Interlocal Agreement between the City of Hattiesburg and Dixie Community Utility Association, Inc. for certain utility services. (Contingent upon Attorney General's Approval)

Recommendation Statement

Please place this on the January 19, 2021 City Council meeting for consideration.

**STATE OF MISSISSIPPI
COUNTY OF FORREST**

**INTERLOCAL GOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF HATTIESBURG, MISSISSIPPI
AND THE DIXIE COMMUNITY UTILITY ASSOCIATION, INC.**

WHEREAS, the Interlocal Cooperation Act of 1974, *Miss. Code Ann.* § 17-13-1, et seq. as amended, authorizes any two (2) or more local governmental units to enter into a written contractual agreement with one another to jointly provide services and facilities and to jointly exercise and carry out any power, authority or responsibility exercised or capable of being exercised by a local governmental unit; and

WHEREAS, *Miss. Code Ann.* § 21-27-75, as amended, specifically authorizes a municipality to enter into an interlocal agreement with a rural water association operating within the corporate limits of the municipality; and

WHEREAS, the City of Hattiesburg, Mississippi ("City") is a municipal corporation organized under the laws of the State of Mississippi; and

WHEREAS, the Dixie Community Utility Association, Inc. ("Dixie Utility"), is a Mississippi non-profit rural water association in good standing with the Mississippi Secretary of State; and

WHEREAS, some of the customers of Dixie Utility live within the City and are therefore provided City sewer services by the City, but without an interlocal agreement with Dixie Utility, the City is unable to compel those persons who are delinquent in their sewer bills to pay their sewer bill since the City is unable to terminate the water service of those customers since the water is provided by Dixie Utility; and

RECEIVED
JAN 10 1964

TO THE DIRECTOR
OF THE BUREAU OF RESEARCH
AND DEVELOPMENT
WASHINGTON, D. C.

Enclosed for the Bureau of Research and Development are two copies of a report titled "The Effect of Temperature on the Rate of Reaction of Hydrogen Peroxide with Potassium Dichromate". The report was prepared by J. H. Goldstein and R. L. Smith, and is dated December 15, 1963. The report contains a summary, introduction, experimental procedure, results, and conclusions. The results show that the rate of reaction increases with increasing temperature. The report also includes a table of data and a graph showing the relationship between the rate of reaction and temperature. The conclusions state that the rate of reaction is directly proportional to the temperature. The report is being submitted for your review and approval.

WHEREAS, the City and Dixie Utility have agreed that would be in the best interest of both parties to enter into an interlocal agreement to deal with this situation as permitted by *Miss. Code Ann. § 21-27-75*, as amended; and

WHEREAS, this Agreement is entered into pursuant to the Interlocal Cooperation Act of 1974, *Miss. Code Ann. § 17-13-1, et seq.*, and shall not take effect unless approved by the Mississippi Attorney General, and if so approved, until it is filed with the chancery clerk of Forrest County and with the Secretary of State.

NOW, THEREFORE, in consideration of the above and foregoing premises and under the authority of *Miss. Code Ann. § 17-13-1 et seq.*, and the further consideration of mutual advantages and promises hereinafter contained, this contract and agreement is made and entered into on the date hereinafter stated by and between the City and Dixie Utility and the parties do contract and agree to the terms and conditions hereinafter set forth:

Section 1. Effective Date and Duration

The term of this agreement shall commence on January 1, 2020 and shall terminate on _____, or until terminated in accordance with the provision of Section 5 herein. The agreement will be effective upon the approval of the Interlocal Agreement by the Attorney General of this State and thereafter, the filing of said Interlocal Agreement with the Chancery Clerk of Forrest County and with the Secretary of State.

Section 2. Purpose

The purpose of this agreement shall be to provide account information regarding outstanding balances due for water and/or sewer in either the City or Dixie Utility, as the case may be; and to authorize Dixie Utility to disconnect water service to a customer who is delinquent in sewer and garbage fees to the City until that City account is brought current.

Section 3. Organization/Statutory Authority

There will be no separate legal or administrative entity created by this Interlocal Agreement. The statutory authority for entering into this Interlocal Agreement is *Miss. Code Ann.* § 21-27-75, as amended, and *Miss. Code Ann.* § 17-25-13, as amended.

Section 4. Manner of Financing, Staffing and Supplying

No additional financing, staffing or supplying is required or needed by either party. Both parties have existing financial resources, staffing and supplies to carry out the agreement.

Section 5. Termination and Amendment

The parties may terminate or amend this agreement at any time, but only by proper action of the governing authorities of all the parties. This agreement may be amended at any time by the mutual consent of the parties herein by an agreement entered into pursuant to the provisions of the Interlocal Act and approved by the Attorney General.

Section 6. Administration

There shall be no joint board required to carry out the purpose of this agreement; the administration shall be through the respective administrative staffs of the parties.

Section 7. Real and personal property

There shall be no real or personal property acquired, held or disposed of in connection with this agreement.

Section 8. Other necessary and proper matters

1. Pursuant to *Miss. Code Ann.* § 21-27-75 (2), as amended the following procedures shall be followed:

- (a) The City shall notify Dixie Utility in writing of any customer of the association who also has sewer service provided by the City who is thirty (30) days or more

delinquent in the payment of sewer and garbage charges by a method agreeable to the City and Dixie Utility.

- (b) Upon receipt of a notification Dixie Utility shall terminate the water service of the named customer.
 - (c) Upon receipt of written notice of the satisfaction of the delinquency and any fees connected with the delinquency and the termination of the water service and satisfaction of any delinquency in water charges due the association, the association shall restart the water service of the customer. The City will disburse the fees connected to the termination and reconnection of water service to Dixie Utility.
 - (d) The City shall save and hold harmless Dixie Utility against any and all claims based on the disconnection of water or sewer service and any other damages resulting from any action taken by Dixie Utility under this Interlocal Agreement.
 - (e) Upon approval of the parties and the Attorney General and the filing of this Interlocal Agreement with the Forrest County Chancery Clerk, Dixie Utility is authorized to terminate the water service of any customer delinquent in the payment of sewer charges to the City pursuant to the terms of this Interlocal Agreement.
2. The parties shall provide customer account information to each other to monitor delinquencies that have moved to the other's district. When a person is delinquent on the payment of an undisputed bill for water sewer service provided by a water sewer system of one of these water sewer systems, moves into the other water sewer system, and applies for or receives water from another water sewer system, if the person's former water sewer system establishes that there is no dispute that the delinquent amount is properly due and owed by that particular individual in that amount, the new

water sewer system shall refuse to provide water sewer service to the delinquent person until such person provides proof of curing the delinquency.

3. Prior to the effective date, both the City and Dixie Utility shall inform affected members and customers of the Interlocal Governmental Agreement and its basic provisions.

Section 9. Severability

Should any provisions of this Agreement be found to be unconstitutional, or otherwise be contrary to the laws of the State of Mississippi or the United States of America, to the extent that it is reasonably possible to do so, the remainder of this Agreement shall remain in full force and effect.

Signed this the _____ day of _____, 20____.

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

CITY OF HATTIESBURG, MISSISSIPPI, A Municipal Corporation

BY: _____
Toby Barker, Mayor

ATTEST: _____
Kermas Eaton, City Clerk

DIXIE COMMUNITY WATER ASSOCIATION, INC.

BY:  _____



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, January 19, 2021

Re: Approve an Interlocal Agreement between the City of Hattiesburg and Arnold Line Water Association for certain utility services and authorize the Mayor to execute the same contingent upon Attorney General's Approval.

File Number: 2021-34
Minute Book #

Summary

Authorize Mayor to execute an Interlocal Agreement between the City of Hattiesburg and Arnold Line Water Association for certain utility services. (Contingent upon Attorney General's Approval)

Recommendation Statement

Please place this on the January 19, 2021 City Council meeting for consideration.

**STATE OF MISSISSIPPI
COUNTY OF FORREST**

**INTERLOCAL GOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF HATTIESBURG, MISSISSIPPI
AND THE ARNOLD LINE WATER ASSOCIATION, INC.**

WHEREAS, the Interlocal Cooperation Act of 1974, *Miss. Code Ann.* § 17-13-1, et seq. as amended, authorizes any two (2) or more local governmental units to enter into a written contractual agreement with one another to jointly provide services and facilities and to jointly exercise and carry out any power, authority or responsibility exercised or capable of being exercised by a local governmental unit; and

WHEREAS, *Miss. Code Ann.* § 21-27-75, as amended, specifically authorizes a municipality to enter into an interlocal agreement with a rural water association operating within the corporate limits of the municipality; and

WHEREAS, the City of Hattiesburg, Mississippi ("City") is a municipal corporation organized under the laws of the State of Mississippi; and

WHEREAS, the Arnold Line Water Association, Inc. ("Arnold Line"), is a Mississippi non-profit rural water association in good standing with the Mississippi Secretary of State; and

WHEREAS, some of the customers of Arnold Line live within the City and are therefore provided City sewer services by the City, but without an interlocal agreement with Arnold Line, the City is unable to compel those persons who are delinquent in their sewer bills to pay their sewer bill since the City is unable to terminate the water service of those customers since the water is provided by Arnold Line; and

WHEREAS, the City and Arnold Line have agreed that would be in the best interest of both parties to enter into an interlocal agreement to deal with this situation as permitted by *Miss. Code Ann. § 21-27-75*, as amended; and

WHEREAS, this Agreement is entered into pursuant to the Interlocal Cooperation Act of 1974, *Miss. Code Ann. § 17-13-1, et seq.*, and shall not take effect unless approved by the Mississippi Attorney General, and if so approved, until it is filed with the chancery clerk of Forrest County and with the Secretary of State.

NOW, THEREFORE, in consideration of the above and foregoing premises and under the authority of *Miss. Code Ann. § 17-13-1 et seq.*, and the further consideration of mutual advantages and promises hereinafter contained, this contract and agreement is made and entered into on the date hereinafter stated by and between the City and Arnold Line and the parties do contract and agree to the terms and conditions hereinafter set forth:

Section 1. Effective Date and Duration

The term of this agreement shall commence on _____ and shall terminate on _____, or until terminated in accordance with the provision of Section 5 herein. The agreement will be effective upon the approval of the Interlocal Agreement by the Attorney General of this State and thereafter, the filing of said Interlocal Agreement with the Chancery Clerk of Forrest County and with the Secretary of State.

Section 2. Purpose

The purpose of this agreement shall be to provide account information regarding outstanding balances due for water and/or sewer in either the City or Arnold Line, as the case may be; and to authorize Arnold Line to disconnect water service to a customer who is delinquent in sewer and garbage fees to the City until that City account is brought current.

Section 3. Organization/Statutory Authority

There will be no separate legal or administrative entity created by this Interlocal Agreement. The statutory authority for entering into this Interlocal Agreement is *Miss. Code Ann.* § 21-27-75, as amended, and *Miss. Code Ann.* § 17-25-13, as amended.

Section 4. Manner of Financing, Staffing and Supplying

No additional financing, staffing or supplying is required or needed by either party. Both parties have existing financial resources, staffing and supplies to carry out the agreement.

Section 5. Termination and Amendment

The parties may terminate or amend this agreement at any time, but only by proper action of the governing authorities of all the parties. This agreement may be amended at any time by the mutual consent of the parties herein by an agreement entered into pursuant to the provisions of the Interlocal Act and approved by the Attorney General.

Section 6. Administration

There shall be no joint board required to carry out the purpose of this agreement; the administration shall be through the respective administrative staffs of the parties.

Section 7. Real and personal property

There shall be no real or personal property acquired, held or disposed of in connection with this agreement.

Section 8. Other necessary and proper matters

1. Pursuant to *Miss. Code Ann.* § 21-27-75 (2), as amended the following procedures shall be followed:
 - (a) The City shall notify Arnold Line in writing of any customer of the association who also has sewer service provided by the City who is thirty (30) days or more delinquent

in the payment of sewer and garbage charges by a method agreeable to the City and Arnold Line.

- (b) Upon receipt of a notification Arnold Line shall terminate the water service of the named customer.
 - (c) Upon receipt of written notice of the satisfaction of the delinquency and any fees connected with the delinquency and the termination of the water service and satisfaction of any delinquency in water charges due the association, the association shall restart the water service of the customer. The City will disburse the fees connected to the termination and reconnection of water service to Arnold Line.
 - (d) The City shall save and hold harmless Arnold Line against any and all claims based on the disconnection of water or sewer service and any other damages resulting from any action taken by Arnold Line under this Interlocal Agreement.
 - (e) Upon approval of the parties and the Attorney General and the filing of this Interlocal Agreement with the Forrest County Chancery Clerk, Arnold Line is authorized to terminate the water service of any customer delinquent in the payment of sewer charges to the City pursuant to the terms of this Interlocal Agreement.
2. The parties shall provide customer account information to each other to monitor delinquencies that have moved to the other's district. When a person is delinquent on the payment of an undisputed bill for water sewer service provided by a water sewer system of one of these water sewer systems, moves into the other water sewer system, and applies for or receives water from another water sewer system, if the person's former water sewer system establishes that there is no dispute that the delinquent amount is properly due and owed by that particular individual in that amount, the new

water sewer system shall refuse to provide water sewer service to the delinquent person until such person provides proof of curing the delinquency.

3. Prior to the effective date, both the City and Arnold Line shall inform affected members and customers of the Interlocal Governmental Agreement and its basic provisions.

Section 9. Severability

Should any provisions of this Agreement be found to be unconstitutional, or otherwise be contrary to the laws of the State of Mississippi or the United States of America, to the extent that it is reasonably possible to do so, the remainder of this Agreement shall remain in full force and effect.

Signed this the _____ day of _____, 2018.

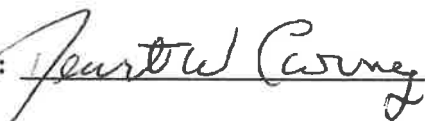
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

CITY OF HATTIESBURG, MISSISSIPPI, A Municipal Corporation

BY: _____
Toby Barker, Mayor

ATTEST: _____
Kermas Eaton, City Clerk

ARNOLD LINE WATER ASSOCIATION, INC.

BY: 



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Danny Wade, Assistant Fire Chief

cc:

Date: Tuesday, January 19, 2021

Re: Approve Agreement between Mississippi State Fire Academy (MSFA) and the Hattiesburg Fire Department for the administration of the National CPAT test, allowance of Fire Department staff to attend and authorize the Mayor's designee to execute the same.
File Number: 2021-36
Minute Book #

Summary

Agreement with the Mississippi State Fire Academy to take eighteen (18) candidates to their facility and they to administer the National CPAT Test.

Recommendation Statement

I recommend approval of the Agreement with the Mississippi State Fire Academy.

Please place this on the January 19, 2021 City Council meeting for consideration.



STATE FIRE ACADEMY



Terry Wages
Executive Director

Division of Mississippi Department of Insurance
1 Fire Academy U.S.A.
Jackson, Mississippi 39208-9600
Phone: (601) 932-2444

Mike Chaney
Insurance Commissioner

Memorandum of Understanding (Rev. 9/2019)

This Memorandum of Understanding is entered into between the Mississippi State Fire Academy (MSFA), #1 Fire Academy USA, Jackson, MS 39208 (Rankin County Mississippi) and the following Customer:

Customer Name: Hattiesburg FD
Address: 622 Corrine Street
City, State Zip: Hattiesburg, MS. 39401
Phone: 601-582-3311
Fax:
Federal ID Number:
Contact Person/Title: Sherrocko Stewart/Fire Chief, Danny Wade/Assistant Chief
Email Address: ssewart@hattiesburgms.com and ccarr@hattiesburgms.com

1. DATE(S) OF SERVICE: January 21, 2020

2. LOCATION FOR SERVICE TO BE PERFORMED: MSFA

3. DESCRIPTION OF SERVICE TO BE PROVIDED TO CUSTOMER Mississippi State Fire Academy (MSFA) shall provide the course _____ CPAT _____. Academy Staff will provide the local course coordinator a complete package to manage the delivery of the course. **No books are included.** MSFA will administer all written and skill examinations.

Examination dates must be approved by MSFA personnel. All communications concerning test scores, student activities, etc. shall be between the MSFA coordinator and the local course manager. Certificate will be issued upon successful completion of course.

All documents and curriculum provided to you from the MSFA is the property of MSFA and cannot be duplicated for use outside of this delivery. **No books are included, and customer is wholly responsible for purchasing any required books through the textbook publisher.**

4. NUMBER OF STUDENTS THIS MEMORANDUM OF UNDERSTANDING APPLIES TO:

Minimum Number: _____ 18 _____ Maximum Number: _____

5. SERVICE FEE: \$320 Total Cost: \$ 1040.00 And/or Cost Per Student: \$40 /student

Customer agrees to pay the service fee for the minimum number of seats being reserved herein, regardless of whether the minimum number of students actually attends the training.

If a Purchase Order is required for this service, indicate so and provide a purchase order number and/or copy of the purchase order:

Please note : If there is more than one department/organization entering this agreement for this course and the fee is split between the departments/organizations, the cost per student is based on the provided number of students. If the number of students from participating departments/organizations changes, the cost per student will change. However, the total of the fees will equal the total cost above and will be split between the participating departments/organizations.

If on Academy campus Monday through Thursday, are meals to be provided: ☐ Yes ☒ No If Yes, indicate which meals are provided:
_____ Breakfast served 6:30 a.m. to 7:15 a.m. _____ Lunch served 11:30 a.m. to 12:45 p.m.

If on Academy campus Monday through Thursday, are dorm beds requested: ☐ Yes _____ # of Beds ☒ No

Note: An invoice will be submitted to the customer upon completion of the service. If a purchase order number is required from your company, please fill in the appropriate blocks on this form. Payment for services is due within thirty (30) days of completion of services and receipt of invoice.

6. MODIFICATION, AMENDMENT, OR TERMINATION OF AGREEMENT:

Modifications, amendments, or termination of the Memorandum of Understanding may be made upon mutual agreement of both parties but must be in writing and signed by both parties. This Agreement may be terminated by the Academy upon written notice to the Customer should the Academy be subject to governmental budgetary cuts or if personnel cuts limit the amount of available manpower necessary to execute the professional service.

7. INSURANCE:

Customer represents that it will maintain workers' compensation insurance as prescribed by law that will insure to the benefit of the customer's personnel, as well as comprehensive general liability insurance. The Academy represents that it maintains workers compensation insurance for Academy personnel during the course of their official duties. Further, the Academy represents that as a state agency, the Mississippi Tort Claims Board views the organization as a sub-agency of the Mississippi Insurance Department. The Mississippi Insurance Department is certified by the Mississippi Tort Claims Board by participating in the Mississippi Tort Claims Fund as set forth in Chapter 46, Title 11, Mississippi Code 1972, as amended. This fund provides protection for tort claims against state employees and agencies subject to terms and limitations established by law while in the scope of their duties.

8. GOVERNING LAW:

This Agreement will be construed and governed in accordance with the laws of the State of Mississippi excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

9. ACADEMY COURSE MATERIAL IS PROTECTED PROPERTY:

Academy course instructional material (lesson plans, power point presentations, handouts, skills check offs, etc.) shall be considered Protected Property belonging to the Academy. If part of this agreement is to provide the Customer this information for performance of this agreement, the Customer shall not copy, duplicate, transcribe, or any other form of duplication, in whole or in part, any course material submitted to them for use in fulfilling this Memorandum of Understanding, either directly or indirectly, for personal benefit, the benefit of another, or for future use. This statement of policy shall continue to be in effect whether or not the Agreement is terminated or has expired. Additionally, if any state property is utilized as part of this agreement, the Customer assures proper custody and care of the property (withstanding normal use and wear and tear).

10. ACKNOWLEDGEMENT OF MEMORANDUM OF UNDERSTANDING:

This constitutes the entire agreement of both parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto. For the faithful performance of the terms of this agreement, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

PARTIES IN AGREEMENT:

Mississippi State Fire Academy
Authorized Personnel: Terry Wages, Executive Director
Authorized Personnel: Paul Ammerman, Office Director

 1/7/2021
Signature/Date

Customer: Hattiesburg FD
Authorized Personnel: Danny Wade
Title: Assistant Chief
Authorized Personnel:

Signature/Date

Signature/Date

Academy Contact Regarding this Agreement:
Shannon Sandridge/Instructor Chief

Telephone: 601-932-2444

Email: ssandridge@msfa.ms.gov

Optional Signature/Date:

If a Purchase Order is required for this service, indicate so and provide a purchase order number and/or copy of the purchase order:

Customer Invoicing/Billing Address:

Contact Name:

Contact Phone Number:

Please email to tyler@msfa.ms.gov, fax to 601-932-2819, or mail the original signature document to the Fire Academy at the following address:

Mississippi State Fire Academy

#1 Fire Academy USA Jackson MS 39208-9600



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, January 19, 2021

Re: Approve Addendum to Service Agreement with MCCi for scanning, converting, indexing and hosting of Minute Books and authorize the Mayor to execute the same.

File Number: 2021-12

Minute Book #

Summary

The City Council approved an Agreement with MCCi to scan all the minute books and host them online. The contract approved December, 2019 which included an estimate for the 273 minute books dating back to 1895. The attached Addendum will finish out the project.

Recommendation Statement

I recommend approval of the attached Addendum.

Please place this on the January 19, 2021 City Council meeting for consideration.

Proposal

Hattiesburg, MS

Issued:

January 11, 2021

Valid for 30 Days



DIGITAL TRANSFORMATION, SIMPLIFIED.



Ms. Ronda Cole
City Clerk
City of Hattiesburg ("Client")
200 Forrest Street
Hattiesburg, MS 39401

 (800) 342-2633
 3717 Apalachee Parkway, Suite 201
Tallahassee, Florida 32311
 sales@mccinnovations.com
 www.mccinnovations.com

Dear Ms. Cole,

Thank you for allowing me to work with you regarding our Digitization Services. reviewing our proposal, please keep in mind the following advantages of being a client:

Experience: Focused on innovative solutions for the public sector, MCCI has been providing scanning, indexing, and conversion services to entities including Cities, Counties, State Agencies, Special Districts, School Districts, Law Enforcement and more for more than 15 years. We have completed hundreds of projects and have a long list of satisfied clients.

Client Commitment: We are committed to making sure your project is done right. If the quality of our work is not what you expect, we fit it. Clients come first.

Leading Provider: MCCI is the leading provider of Laserfiche in the world and a Laserfiche Diamond-level solution provider. Even if you don't have Laserfiche, we know document management and can help make sure you are able to leverage your digital documents.

Complete Solution: In addition to converting documents, we provide solutions for document management, business process improvement, and managing public records requests. We are passionate about helping our clients go paperless and improve overall efficiency. Working with a single partner can help reduce costs and improve project outcomes.

Sincerely,
Mike Beaudreau
Account Executive
Atlanta Office
(770) 855-9159 | mbeaudreau@mccinnovations.com

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OUR MISSION

Digital Transformation is driving how organizations operate start to finish. MCCi's clients are choosing to begin or continue their digital transformation journey by digitizing and improving the accessibility to their records.

Selecting the right service provider is important. If you select the wrong service provider, you will be faced with unexpected challenges that result in a delayed or failed scanning project. Your provider should be the best in the industry with in-depth expertise, resources, and a steadfast commitment to client success. Gartner, Inc. cites this as the most important decision when embarking on a transformation project. Expertise does not come overnight; it comes with time, projects, and learning best practices over a wide range of clients. Part of evaluating the provider's stability should include how long the provider has been in business, their reputation in the industry, their knowledge about your business model, and the strength and size of their team members in support and client relations.

"A trusted partner is more than just another set of hands; it is a fresh set of eyes, ideas, and innovation they bring to the table. A partnership involves trust and commitment from both parties to achieve success."

A trusted partner is more than just another set of hands; it is a fresh set of eyes, ideas, and innovation they bring to the table. A partnership involves trust and commitment from both parties to achieve success.

ABOUT MCCi

Our story goes back to the 1950s. MCCi originated from Municode, who manages the code, ordinances, and websites of more than 4,500 municipalities. The original mission of MCCi was helping government agencies go paperless. In 2003, the company's growth led to MCCi becoming a separate company and expanding its services to all types of government agencies and commercial businesses.

Fast forward and look at us now! While going paperless is still an initiative, we have evolved into so much more than just digitizing your documents. MCCi is committed to leading the industry, staying abreast of technology, and focusing on the needs of our clients so that everyone – our clients and our employees – flourish. MCCi has multiple strategic business units with this focus, making us consultative in our approach to helping clients.

We pride ourselves on the fact that many of our clients' successes are widely recognized and published as leaders in their industries. Most recently, Inc. Magazine recognized MCCi as an **Inc. 5000** fastest-growing private company in the United States. Additional noteworthy recognition include

Best Companies to Work, Microsoft Gold Certified Partner, and the only **Laserfiche Platinum Certified Solution Provider**, to name a few.

OUR CULTURE

We are fanatical about client success.

Success starts with our eagerness to understand our clients' goals.

We do the right thing. Always. We care deeply about serving our clients and maintaining a solid reputation for always doing what's right – even when it's not easy. We know that the work we do has a big impact on our clients' lives and are committed to doing our work with the highest level of integrity and character.



We innovate and evolve. Our growth initiatives are based on what our clients need and where they are headed. We understand that we must continuously evolve and improve to support our clients.

We are unreasonably picky about our teammates. We believe the execution of team goals requires excellence at every level. Each team member must enjoy hard work and excel at doing their part. We expect and empower our team to grow, professionally, and personally.

OUR TEAM

MCCi team members, no matter the department, are focused on customer service in every aspect of your project. With scanning facilities throughout the U.S. and our onsite scanning bureau, we have the capabilities to handle projects of all sizes. We are not just your scanning service provider. We are consultants who can draw from more than 15 years of experience to provide customized solutions.

CONSULTATION

From the beginning, we take the time to learn about your organization's needs to help you achieve your digital transformation goals. Your account and project team will provide effective communication throughout your scanning project.

PROJECT MANAGEMENT

When it is time to begin your project, we will introduce you to your project team. During this introduction, the team will discuss the project objectives, address the anticipated timeline, and answer any questions.

PRODUCTION TEAM

From document preppers and indexers to scanning operators and quality control professionals, our team members have extensive experience in the digitization process. The team follows specific project guidelines for each step of the process, ensuring quality and accuracy.

LEADERSHIP

We focus on the "Client Lane" as a theme to unite us in how we serve. Our scanning division managers, chief operating officer, and even our president is available to handle escalated issues to make sure every client is satisfied. We listen to our clients' needs and always make that our top priority.

PROPOSED SOLUTION: SCANNING

WHY NOW?

STORAGE SPACE

Large quantities of paper documents and records can take up valuable office space and limit the ability to run your department. If you utilize off-site storage, scanning your documents can save you money on retrieval requests and storage fees. By digitizing your files, you can save space, money, and time.

TRACKING & SHARING

Scanning your documents and records can help you share the information instantly with staff and clients at any location. Electronic files can eliminate the need for costly reproduction, mailing, and are easier to track. Search, find, and share your documents in minutes instead of hours.

DISASTER PREPAREDNESS

Moving to electronic files can be an important part of your disaster preparedness and business continuity plan. Scanned documents provide backup copies of your files in an easily portable digital format. This provides extra assurance that you will be able to access your information in the event of a disaster.

WHAT DOES THE PROCESS LOOK LIKE?

From the time we receive your records until the project is complete, we treat your documents as if they are our own. We understand the care needed to ensure your records are properly preserved.

CONSULTATION

A Consultation will be scheduled via a telephone conference after receipt of signed contract. This consultation is designed to go over the following: the signed contract and terms, folder structure, current searching methods, document naming scheme, document preparation requirements, and document shipment and/or pick up.

SECURE DOCUMENT TRANSPORTATION

We can provide pickup and transportation of the documents to our secure production facility. All documents have a high-level inventory checkpoint, carefully loaded on our truck, signed by the driver, and transported to our secure facility. Upon arrival, a manager will verify and sign for the documents. Each project will be inventoried into our facility, labeled, and secured until the project process begins.

PREPARATION

If you decide to send paper documents to MCCi, our preparation team ensures the documents are ready for scanning according to the clearly defined, agreed upon project specifications. Document preparation can include removing staples, taping ripped pages, and preparing large format drawings for scanning. Each prep team member is assigned specific work and is focused on one project to ensure accuracy.

SCANNING

After preparation is complete, our scanning team receives documents ready to be scanned. We prepare scanner settings, separate documents as necessary, and ensure the document batch is ready to be digitized. Images are reviewed during the scanning process for clarity and page capture for proper standards. Our clients review the first batch of scanned documents to verify the image quality meets their expectations. Scanners are inspected and regularly maintained to ensure proper working order.

INDEXING

Before we begin your project, we will consult with you to better understand your complete indexing needs. Verifying the correct metadata is associated with your documents can be critical to the success of the project and ensuring future searching needs are available. Our indexing team follows specific instructions based on the needs of each client project. Prior to project kickoff we will send Client example template cards and file-tree structure for their approval. Or, if Client already has existing Laserfiche template cards created for a specific document series, they can send us that template via Laserfiche Briefcase.

QUALITY ASSURANCE

Our production team follows a proven and thorough process specifically designed to review and maintain quality assurance throughout the entire process. As the work passes through each phase, it is quality checked randomly by the unit. Upon reaching the final phase, we produce a quality product that multiple team members have reviewed to look for missing, blank, or rotated pages and other issues.

Upon receipt of delivery from MCCi, we encourage our clients to conduct their own quality assurance inspection to ensure accuracy and quality:

- Verify general contents of the returned shipment
- Spot check documents to assure proper order according to project specifications
- Validate physical images match digital images
- Notify MCCi promptly of any found errors or issues

OTHER FAQs

WHAT TYPES OF RECORDS DO YOU SCAN?

Documents come in countless formats from letter or legal size, to large format. Don't forget about microfilm, microfiche, and bound books!

WHAT ARE YOUR CERTIFICATIONS AND TRAINING PRACTICES?

Our facility maintains HIPAA and CJS certifications for working with sensitive records. Our team is trained in document handling procedures to ensure that your records are processed with care.

WILL WE HAVE ACCESS TO OUR RECORDS DURING THE PROJECT?

While records are in MCCi's possession, you can request a copy of any documents and typically fulfilled within 24-hours.

DO YOU OFFER PICKUP & SHIPPING?

Scanning facilities located throughout the U.S. provide easy pick-up or shipping of records.

DO YOU OFFER FLEXIBLE SCHEDULING?

Monthly, quarterly, and annual scanning schedules are available.

DO YOU INTEGRATE WITH LASERFICHE?

As the top Laserfiche provider in the world, MCCi can integrate the scanned documents with your Laserfiche solution to provide a powerful index retrieval search engine.

PROJECT SCOPE

Client will furnish MCCi with all hardcopy/electronic documents for its use in preparing the document imaging project and that need to be converted.

GENERAL DESCRIPTION

DOCUMENT SIZE	Regular up to 11" x 17"
DEPARTMENT	Clerk
DOCUMENT TYPES	Minute Books, Ordinances, Ledger Books, Misc.
DOCUMENT/ROLL/FICHE COUNT	
IMAGE COUNT	65,883
IMAGES PER DOCUMENT/ROLL/FICHE	

DOCUMENT PREPARATION

CURRENT STORAGE METHOD	Book Racks
CONDITIONS OF DOCUMENTS	Good

IMAGE PROCESSING & INDEXING

DPI & COLOR	300 DPI, Black & White or Grayscale
NUMBER OF INDEX FIELDS	Up to 2 Fields
DOCUMENT NAMING CONVENTION	Meeting Date
FIELDS TO BE INDEXED	Meeting Date, TBD
OPTICAL CHARACTER RECOGNITION	Include when applicable

IMAGE OUTPUT

DELIVERY METHOD	Secure FTP Transfer
OUTPUT TYPE	Laserfiche Briefcase

MATERIAL HANDLING

SHIPPING LOGISTICS	Volume Pricing includes one roundtrip of pickup and delivery of documents
SHIPPING & DELIVERY TERMS	Up to 1 shipment

SPECIAL NOTES

Any corrections such as rescans or indexing changes must be brought to MCCi's attention within 90 days of the date that MCCi delivers the data to the Client. Corrections will not be made after 90 days.

PRICING

Overage Project – Conversion of Documents estimated cost

\$7,905.96

Excess Images @ \$0.12

ALL QUOTES EXPIRE IN 30 DAYS

PAYMENT & BILLING TERMS

MCCi will invoice project on a monthly schedule, based on deliverables (via Electronic media or the internet). Payment is due upon receipt of an invoice.

SCANNING ASSUMPTIONS

ERROR RATE

MCCi's acceptable error rate will be less than 0.5% for the overall project, unless otherwise stated in writing. MCCi cannot be accountable for records not reflected in original inventory report provided by Client. MCCi will correct only those valid discrepancies above the acceptable error rate reported within 90 days after delivery of electronic data to Client.

DOCUMENT STORAGE

MCCi's facilities contain secure rooms for hardcopy "work in progress" document storage. MCCi will arrange for the return of hardcopy documents to Client after completion of scanning. If documents reside at MCCi facilities for a period longer than 90 days after converted electronic data is delivered to Client, storage charges of \$2.50 per cubic foot per month will apply.

DATA STORAGE

MCCi is not responsible for maintaining a copy of Client data, with the exception of Clients who contractually and on a recurring basis, utilize MCCi's Online Document Hosting Services. MCCi periodically reviews and deletes Client data from previous projects. The timing of the periodic review and deletion of data is at MCCi's discretion. MCCi recognizes that for records retention and security compliance, Client may require MCCi to delete copies of its data prior to MCCi's process of deleting data; if so, Client is responsible for making the request in writing and for obtaining confirmation of data deletion.

ENTERPRISE WIDE SCANNING SERVICES

MCCi can provide any department in the organization with scanning services for documents other than those described in this pricing proposal. All costs are volume based and can be provided upon request. MCCi will consult with each department interested in beginning their own project to determine individual scanning and indexing needs.

MICROFILM & FICHE CONVERSION SERVICES.

MCCi offers electronic conversion services for microfilm, microfiche, and aperture cards. Client will provide MCCi with data to be converted to electronic format. MCCi will extract the images contained on the film/fiche and migrate them to Laserfiche or to another industry standard format as requested by Client. The images will be captured based upon the reduction ratio and threshold between the beginning and ending of new images on the original film. MCCi is not responsible for the accuracy of existing image quality, such as black borders, skewed images, blurry images, non-legible images, or other errors that are not controllable by MCCi. Unless otherwise specified in the project scope, MCCi will index by the roll/card number or unique identifier.

LASERFICHE SEARCH ENGINE MEDIA

If included in the Scope of Services, MCCi will integrate the documents with the Laserfiche Software to provide Client with the most powerful index retrieval search engine available with the following features: intuitive browse window, index cards, and full text word search. MCCi will provide Client with the appropriate media containing all documents scanned and integrated with Laserfiche.

ONLINE DOCUMENT HOSTING

MCCi will post the documents to the web for a minimal annual fee. MCCi provides Client with a direct link which can then be linked to Client's website for public access if desired. Document storage cost is determined upon actual image count. All documents on the site are integrated with a search engine, and updates are incorporated as the database is amended. This recurring web posting service will automatically renew and be billed unless Client has terminated the Agreement or provided sixty (60) days written notice prior to the scheduled renewal date of the recurring Services. No refunds are available in the event of cancelling prior to the expiration of a renewal term.

PROJECT TIMELINE

MCCi will complete and deliver the project within the predetermined project timeline as agreed upon with Client. Should MCCi require additional time, Client will be notified immediately.

DOCUMENT TRANSPORTATION

Client is required to package all materials per MCCi's instruction prior to delivery of materials to MCCi facilities. If Client chooses to utilize MCCi's pickup and delivery service (offered in select states), pricing is based on picking up the entire project described in the scope of services in one shipment. At the time of updating or if additional trips are required due to Client not having all the documents ready for pick up, additional charges will be applied. If Client chooses to ship via a certified carrier, Client incurs all shipping costs.

PRICING

Charges apply on a per project basis and are dependent upon size and volume of documents. MCCi requires having the entire project in bulk, rather than in small quantities. Breaking the project into smaller quantities will affect the volume pricing, and additional charges per image may apply. A sample may be required prior to confirming large volume job pricing.

UNANTICIPATED DOCUMENT TYPES & SIZES

The prices quoted are made with the expectation that Client will properly prepare and annotate materials for scanning bureau use and that documents are consistent with the description provided in the scope of services. If documents are not as initially represented, additional charges will apply. MCCi will call for authorization to proceed with the project.

LASERFICHE SYSTEM CLIENTS

Due to requirements by Laserfiche systems regarding the importing of images and indexing information, it is highly recommended that Clients who already have a Laserfiche system have their documents scanned using only Laserfiche software. This will ensure that all associated indexing information will be properly retained after the importing of images into the Laserfiche system. MCCi has knowledge of the software versions, indexing requirements, and compatibility issues for each of our Laserfiche system Clients. For these reasons, MCCi should be considered as a Preferred/Best Value provider for scanning services. Additionally, Laserfiche System Clients are required to supply MCCi with a Laserfiche Briefcase of their current folder/template structure, prior to each scanning project / updates to existing projects.

MCCi CERTIFIED PARTNERS

MCCi maintains partnerships for the purpose of additional capacity and flexibility in meeting Client expectations. In the event partners are used for a project, the management and support of the project is handled directly by MCCi. . Physical documents will never leave the United States, but our partners may utilize offshore resources to handle document indexing, quality control, and other processes.

SERVICES PROVIDED

The services provided in this order will be in full force and effect for a period of 90 days from the date of shipment of the completed product to the organization.

INDEMNIFICATION AND LIMITATION OF LIABILITY

(a) Mutual Indemnification.

Each Party shall indemnify, defend and hold the other harmless against any loss, damage or costs (including reasonable attorneys' fees) in connection with third Party claims, demands, suits, or proceedings ("**Claims**"):

- For bodily injury or personal property damage arising out of the indemnifying Party's performance within the scope of its responsibilities under this Agreement.
- A breach of such Party's obligations with respect to confidentiality
- A breach by such Party of laws.
- Caused by negligent acts, omissions or willful misconduct

(b) MCCi Indemnification.

MCCi shall defend, indemnify and hold Client harmless against Claims made or brought against Client by a third Party alleging that the use of any Deliverable as provided to Client under this Agreement or any Order hereto and used in accordance with this Agreement and relevant documentation, infringes any third Party's intellectual property rights. Notwithstanding the foregoing, MCCi shall not be required to indemnify Client to the extent the alleged infringement: (x) is based on information or requirements furnished by Client, (y) is the result of a modification made by a Party other than MCCi, or (z) arises from use of a Deliverable in combination with any other product or service not provided by MCCi. If Client is enjoined from using the Deliverable or MCCi reasonably believes it will be enjoined, MCCi shall have the right, at its sole option, to obtain for Client the right to continue use of the Deliverable or to replace or modify the Deliverable so that it is no longer infringing. If neither of the foregoing options is reasonably available to MCCi, then this Agreement may be terminated at either Party's option and MCCi's sole liability shall subject to the limitation of liability provided in this Section.

(c) Client Indemnification.

If the Services require MCCi to access or use any third Party products provided or used by Client, Client warrants that it shall have all rights and licenses of third Parties necessary or appropriate for MCCi to access or use such third Party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi and to indemnify, hold harmless and defend MCCi from and against any claims, actions, demands, lawsuits, damages, liabilities, settlements, penalties, fines, costs and expenses (including reasonable attorneys' fees) to the extent arising from MCCi's access to or use of such third Party products.

(d) Indemnification Procedure.

Each indemnified Party shall give the indemnifying Party (a) prompt written notice of the Claim; (b) sole control of the defense and settlement of the Claim (provided that the indemnifying Party may not settle any Claim unless it unconditionally releases the indemnified Party of all liability); and (c) at indemnifying Party's cost, all reasonable assistance.

(e) Limitation of Liability.

In no event shall either Party be liable for special, exemplary, incidental, or consequential damages (including, without limitation, lost revenues, profits, savings or business) or loss of records or data, whether or not the possibility of such damages has been disclosed to such Party in advance or could have been reasonably foreseen by such Party, and whether in an action based on contract, warranty, strict liability, tort (including, without limitation, negligence) or otherwise. Except for a Party's indemnification obligations, each Party's maximum aggregate liability for all claims, losses or other liability arising out of, or connected with, this Agreement, the Services contemplated hereunder or Client's use of any such Services or Deliverables, and whether based upon contract, warranty, strict liability, tort (including, without limitation, negligence), or otherwise, shall in no case exceed the aggregate amounts paid to MCCi by Client under the applicable Order, giving rise to such claim during the last six (6) months. Each Party's entire liability and Client's remedies under this Agreement shall be subject to the limitations contained in this Section 11. The limitations on warranty and liability specified in Sections 10 and 11 hereof will survive and apply even if any limited remedy herein is found to have failed of its essential purpose.

The Parties acknowledge that the limitation of warranties and liabilities as set out in this Agreement are an essential basis of this Agreement and that the prices agreed to be paid by Client for Services reflect these limitations.

USE OF BASECAMP

Through the course of this project, MCCi may choose to utilize the third-party service Basecamp (<http://www.basecamp.com>) for project management and team collaboration. Documentation and correspondence exchanged between MCCi and Client may be stored in Basecamp.

Submitted by:

MCCi, LLC

Date:

January 11, 2021

By:

(Signature)

(Printed Name & Title)

Noted Items Accepted by:

HATTIESBURG, MS

Date:

By:

(Signature)

(Printed Name & Title)



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones

cc:

Date: Tuesday, January 19, 2021

Re: Authorize settlement of doubtful and disputed claim growing out of the City's acquisition of property along West 4th Street in Forrest County Civil Action No. CO19-207 in the amount of \$25,000.00 as per the Release of Liability attached. Authorize issuance of manual check for the same.
File Number: 2021-7
Minute Book #

Summary

Authorize settlement of doubtful and disputed claim growing out of the City's acquisition of property along West 4th Street in Forrest County Civil Action No. CO19-207 in the amount of \$25,000.00 as per the Release of Liability attached. Authorize issuance of manual check for the same.

Recommendation Statement

I recommend the authorization of the settlement of doubtful and disputed claim in the City's acquisition of property along W. 4th Street in Forrest County Civil Action No. CO19-207 in the amount of \$25,000.00 and to authorize a manual check for the same.

Please place this on the January 19, 2021 City Council meeting for consideration.

Prepared by,
Record and Return to:
Pope & Pope, P.A.
P. O. Box 17527
Hattiesburg, MS 39402
601-268-9997

Indexing Instructions: SW ¼ of SE ¼, Section 6, T4N, R13W,
City of Hattiesburg, Forrest County, Mississippi

STATE OF MISSISSIPPI

COUNTY OF FORREST

QUITCLAIM DEED

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

JOHN McINNIS
106 Sunline Drive
Brandon, MS 39042
(601) 957-4507

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

THE CITY OF HATTIESBURG, MISSISSIPPI

A Municipal Corporation
P. O. Box 1898
Hattiesburg, MS 39403
(601) 545-4503

the following described real property, lying and being situate in Forrest County, Mississippi, described as follows, to-wit:

BEGIN 107 FEET EAST OF THE SOUTHWEST CORNER OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 13 WEST, AND RUN EAST A DISTANCE OF 107 FEET, THENCE NORTH A DISTANCE OF 34.5 FEET, THENCE WESTERLY ALONG FOURTH STREET A DISTANCE OF 107 FEET, THENCE SOUTH A DISTANCE OF 43 FEET TO THE POINT OF BEGINNING, CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI

The intent of the Grantor herein is to convey his interest acquired by that certain Tax Sale recorded in Tax Sale Book 30 at Page 251, in the office of the Chancery Clerk of Forrest County, Mississippi, for the 1988 Forrest County ad valorem real property taxes sold on August 28, 1989; and the Grantor's interest from the redemption and/or payment of the Forrest County and/or City of Hattiesburg ad valorem taxes for the years 1990 through 2019.

The Grantor warrants that the above-described real property is not a part of his homestead, nor is it adjacent thereto.

WITNESS MY SIGNATURE, on this, the 6th day of JANUARY, A.D., 2021.

John M. McInnis
JOHN McINNIS

STATE OF MISSISSIPPI

COUNTY OF RANKIN

Personally appeared before me, the undersigned authority in and for the said county and state, on this 6th day of January, A.D., 2020, within my jurisdiction, the within named **JOHN McINNIS** who acknowledged that he executed the above and foregoing instrument.

LARRY SWALES
RANKIN CO. CHANCERY CLK.

By: C. E. Swales, D.C.



NOTARY PUBLIC

My Commission Expires: _____

My Commission Expires Jan. 6, 2024

RELEASE FROM LIABILITY

In consideration of the payment of Twenty five thousand dollars (\$25,000.00), in hand paid by the City of Hattiesburg, Mississippi ("the City"), a municipal corporation, John McInnis ("McInnis"), 106 Sunline Drive, Brandon, Mississippi, does hereby release and forever discharge the City, its officers, employees, agents, and successors in interest, from any and all actions, causes of action, claims and demands for, upon, or by reason or any damage, loss or injury, which heretofore have been or which hereafter may be sustained by John McInnis, in consequence of the City acquiring a parcel of real property in which he had an interest, said property being described in Exhibit "A", which is attached hereto and made a part hereof.

McInnis acknowledges that Ten Thousand Four Hundred Dollars (\$10,400.00) of said Twenty Five Thousand Dollars (\$25,000.00) is the amount of the Judgment in Forrest County Court Civil Action No. C019-207, and McInnis, in accepting the Twenty Five Thousand Dollars (\$25,000.00) waives any further interest he may have in said Civil Action.

It is further agreed and understood that the payment of said Twenty Five Thousand Dollars (\$25,000.00) is not to be construed as an admission on the part of the said City of any liability whatsoever in consequence of said acquisition by the City, but is, rather, the settlement of a doubtful and disputed claim.

This Release from Liability is binding on the heirs, beneficiaries, executors, administrators, assigns and successors in interest of McInnis.

In witness whereof, the undersigned has affixed his signature on this 6th day of January, 2021.

JOHN MCINNIS

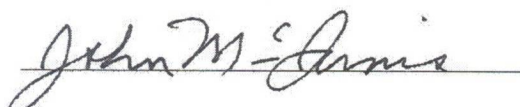
A handwritten signature in cursive script, appearing to read "John McInnis", is written over a horizontal line.

EXHIBIT "A"

BEGIN 107 FEET EAST OF THE SOUTHWEST CORNER OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 13 WEST, AND RUN EAST A DISTANCE OF 107 FEET, THENCE NORTH A DISTANCE OF 34.5 FEET, THENCE WESTERLY ALONG FOURTH STREET A DISTANCE OF 107 FEET, THENCE SOUTH A DISTANCE OF 43 FEET TO THE POINT OF BEGINNING, CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, January 19, 2021

Re: Authorize acquisition of a portion of a parcel of property identified as Forrest County Parcel No. 2-037D-14-128-00 (PPIN 022074) for the Hall Avenue Overpass Project for the price of \$800.00. The Council previously determined the just compensation for the property to be \$620.00, but reasonable efforts to negotiate an agreement have failed, and the Council finds that an administrative settlement in the amount of \$800.00 is reasonable, prudent and in the best interests of the public; Authorize Mayor to execute any and all documents required to complete the transaction; Authorize issuance of a manual check in payment upon closing of transaction.

File Number: 2021-22

Minute Book #

Summary

Authorize acquisition of a portion of a parcel of property identified as Forrest County Parcel No. 2-037D-14-128-00 (PPIN 022074) for the Hall Avenue Overpass Project for the price of \$800.00. The Council previously determined the just compensation for the property to be \$620.00, but reasonable efforts to negotiate an agreement have failed, and the Council finds that an administrative settlement in the amount of \$800.00 is reasonable, prudent and in the best interests of the public; Authorize Mayor to execute any and all documents required to complete the transaction; Authorize issuance of a manual check in payment upon closing of transaction.

Recommendation Statement

I recommend approval of this item.

Please place this on the January 19, 2021 City Council meeting for consideration.

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.

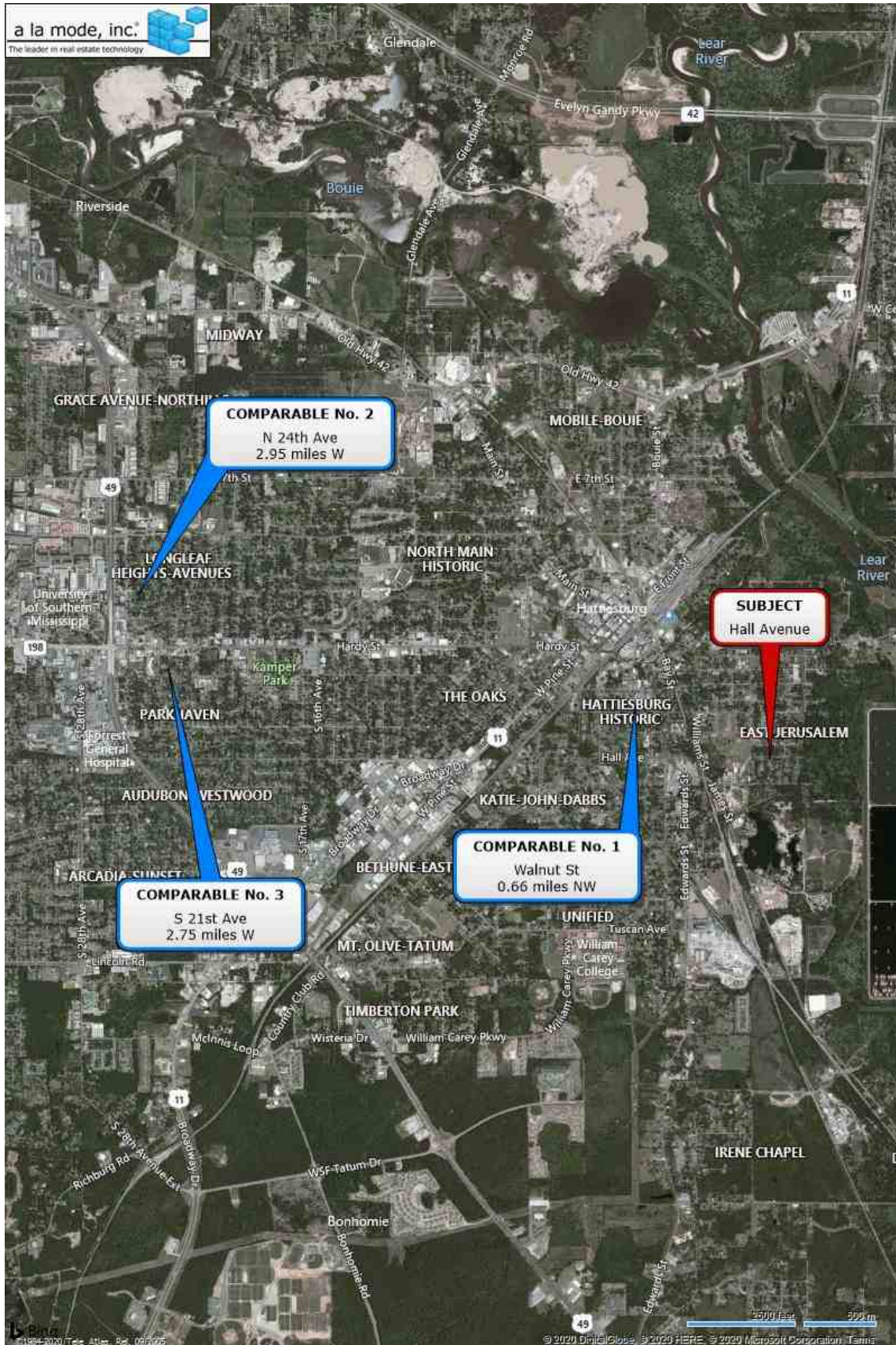
The appraiser will not be required to give testimony or appear in court by reason of this appraisal, with reference to the property in question, unless prior arrangements have been made.

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.

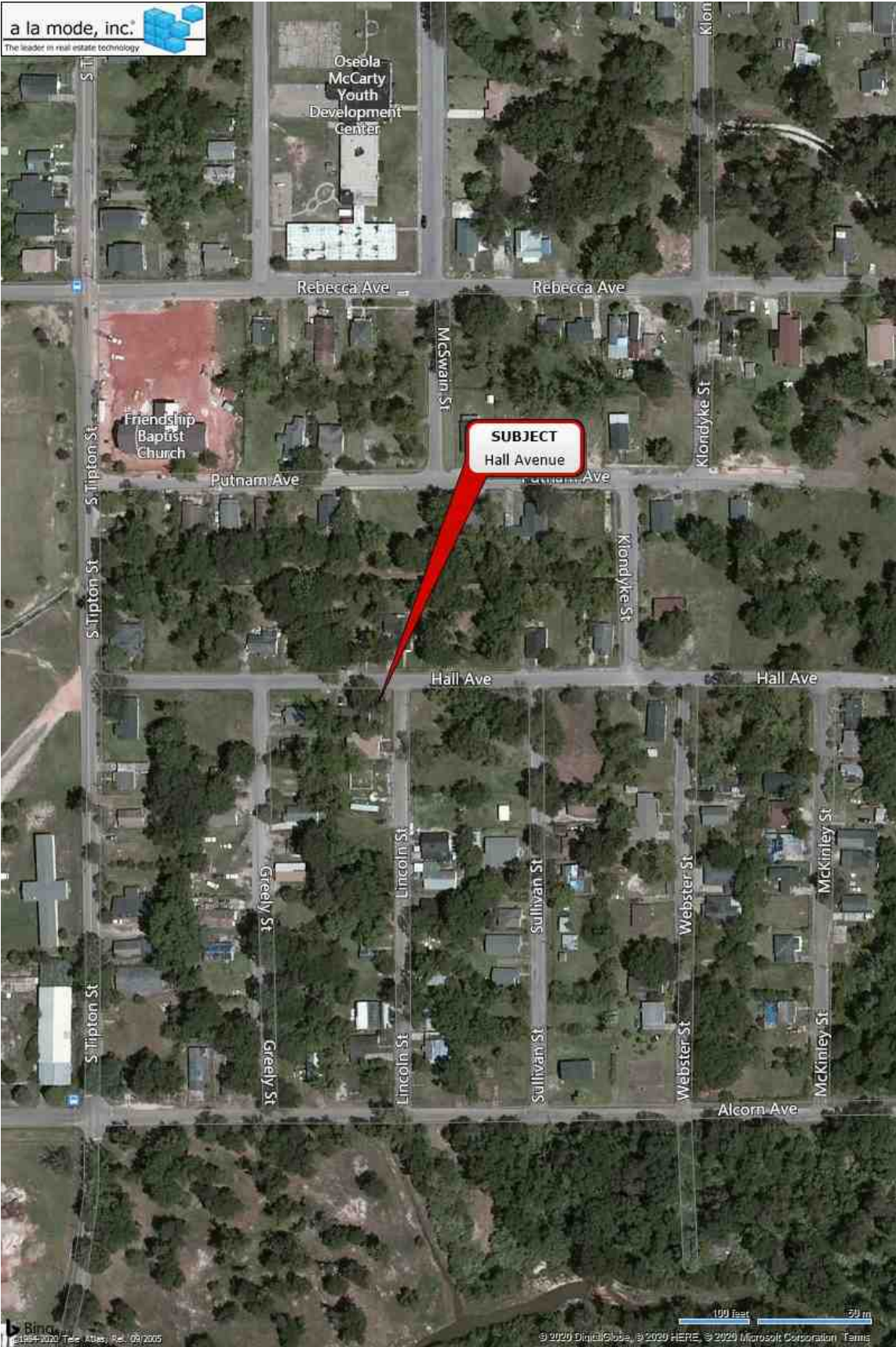
Location Map

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

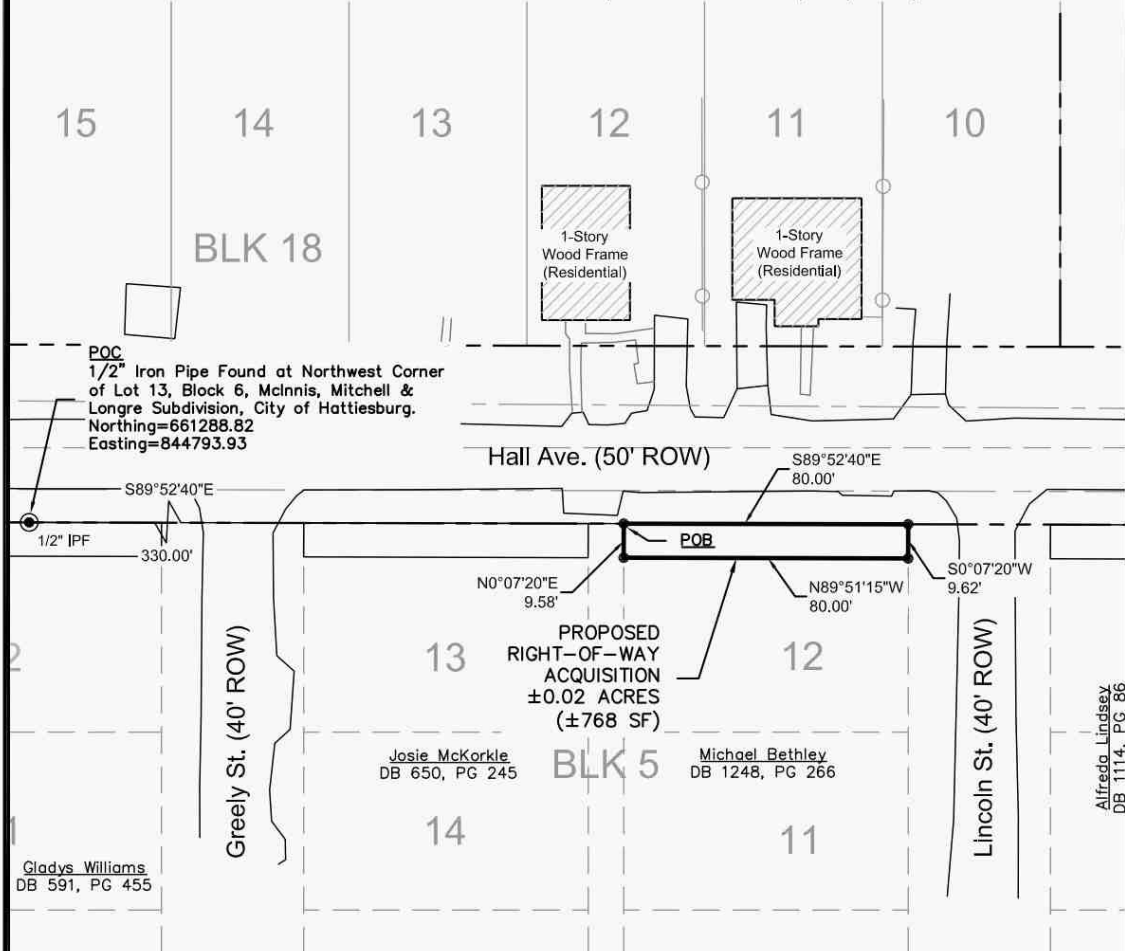


Survey

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

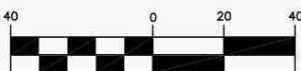


LEGEND:

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

[View Appraisal Record](#)

[Back](#)

[Forrest County Home](#) | [Chancery Court](#) | [Instrument Indexing](#) | [Online Property Tax Payments](#) | [Online Personal Property Tax Payments](#) | [Online Mobile Home Tax Payments](#) | [Online Car Tag Payments](#)
[Privacy Policy](#) | [Terms of Use](#) | [Contact Us](#) | [Help](#)

Photograph Addendum

Owner	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

RICHARD & THOMAS

Attorneys at Law

Stephen K. Thomas

132 Westover Drive
Hattiesburg, MS 39402
(601)602-2457 phone
(601)602-2458 fax

Ray J. Richard, of counsel

January 16, 2020

City of Hattiesburg
Attn: Kathleen Hartfield
P.O. Box 1898
Hattiesburg, MS 39403

Re: 1215 Hall Avenue, Hattiesburg, MS 39401

Lot 12 of Block 5, of The McInnis, Mitchell and Longre Subdivision or Addition to the City of Hattiesburg, Forrest County, Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

Pursuant to your request, I have examined the land records on file in the office of the Chancery Clerk of Forrest County, Mississippi, relating to the above described real property for a period back of thirty-one years prior to this date, and find sufficient evidence that the above described property was conveyed by Quitclaim Deed to **Michael Bethley**, dated February 7, 2017, and recorded in Land Deed Book 1248 at Page 266, in the office of the Chancery Clerk of Forrest County, Mississippi. Based upon my examination for the aforesaid period and with the presumption that prior conveyances in chain of title are legal and valid, it is my opinion that the said **Michael Bethley** owns a fee simple, merchantable title to above described real property subject to the following liens, encumbrances and reservations;

RESERVATIONS

1. This opinion does not cover the oil, gas or other minerals lying on or under said property and no opinion is given thereon.
2. As no current survey is present, I do not certify as to the actual occupancy, nor to matters which should be revealed by an accurate survey of subject lands, nor do I certify rights of parties in possession, deficiency in the quantity of lands, boundary line disputes, roadways, unrecorded servitudes or easements, any matters not of proper record which would be disclosed by a true and accurate survey and inspection of the property, and easements or other uses of subject lands not so visible from the surface.
3. Title is subject to any liability or loss due to environmental contamination by past uses of the property as a toxic hazardous waste site, or due to violation of any environmental protection law of any governmental body.
4. Title is subject to instruments of record being properly filed and indexed in the office of the Chancery Clerk where the property is located.

5. This is not a guarantee of title and is not an insurance policy on said property, and this opinion is for the use and benefit of only the party or parties to whom it is addressed and may not be availed of or relied upon by any other person(s) or entity.

6. Title is subject to the interest of L. D. Bethley, who held title with Juanita Bethley as joint tenants with right of survivorship in warranty deed recorded in Book 298 at Page 115.

ENCUMBRANCES

None of Record

TAXES

Taxes assessed by Forrest County, Mississippi for 2020 are not due and owing but would constitute a lien against said property if not paid by January 31, 2021.

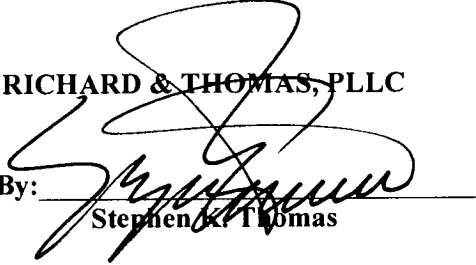
2019 Forrest County ad valorem taxes for Parcel No. 2-037D-14-128.00, PPIN 22074, are **paid** in the amount of \$30.99.

JUDGMENTS

This opinion reflects only those liens or judgments recorded on the Judgment Rolls in the office of the Circuit Clerk of Forrest County, Mississippi. As of this date, no such judgments appear:

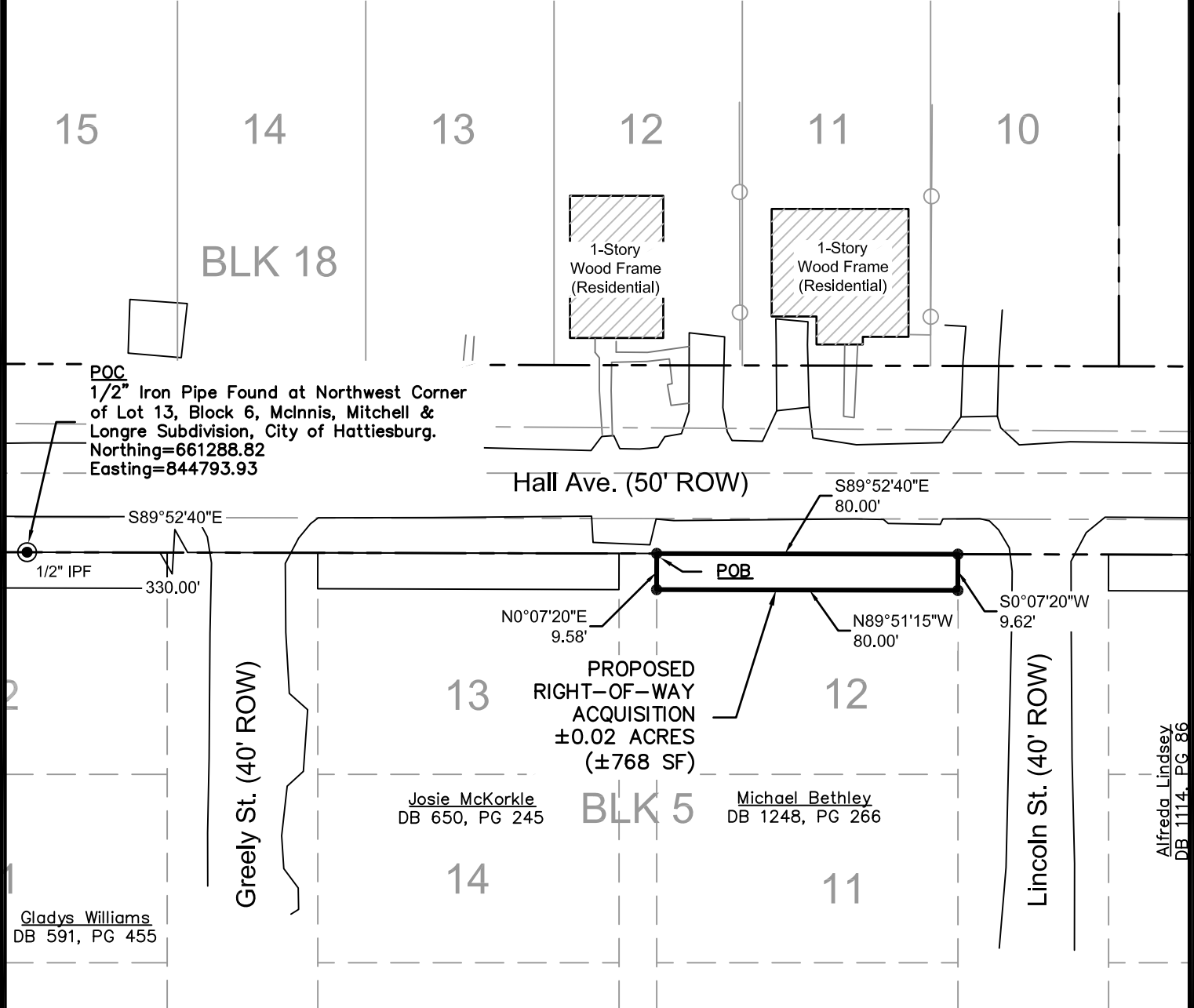
This Opinion is certified through this, the 16th day of January, A.D., 2020, at 8:00 a.m.

RICHARD & THOMAS, PLLC

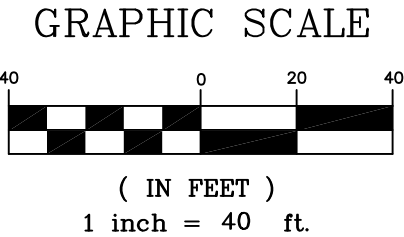
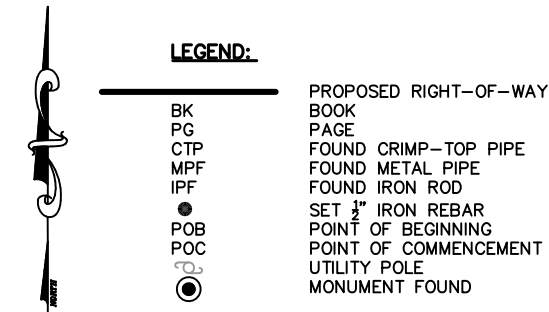
By: 

Stephen K. Thomas

Michael Bethley - +/-0.02 Ac.
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NO TITLE REPORT PROVIDED



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

STATE PLANE DATA

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

- REFERENCE MATERIAL:
- McInnis, Mitchell, & Longre Subdivision Plat in the City of Hattiesburg
 - Forrest County Tax Maps
 - Quitclaim Deed Bk 650, PG 245
 - 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



PREPARED FOR: **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



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, January 19, 2021

Re: Acknowledge receipt of proposals for the creation of a Transit Master Plan; approve a Professional Services Agreement with Neel-Schaffer, Inc. and authorize the Mayor to execute the same in triplicate (proposals on file with the Office of the City Clerk).
File Number: 2021-24
Minute Book #

Summary

Agreement to secure Neel-Schaffer as consultant to create a Transit Master Plan

Recommendation Statement

I recommend the selection of Neel-Schaffer as consultant to create a Transit Master Plan.

Please place this on the January 19, 2021 City Council meeting for consideration.

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

NEEL-SCHAFER, INC

AND

City of Hattiesburg

This agreement made and entered into this the 19th day of January, 2021

BY AND BETWEEN

- 1) Neel-Schaffer, Inc, represented herein by the Vice-President of said entity, Doug Wimberly (hereinafter sometimes referred to as "CONSULTANT"); and
- 2) City of Hattiesburg, represented by Mr. Toby Barker, Mayor (hereinafter referred to as "OWNER"),

For and in consideration of the agreements herein, the respective appearers having full authority of their respective entities to enter into this contract, do covenant and agree as follows:

WITNESSETH

WHEREAS, OWNER desires to retain the CONSULTANT for the purpose of providing Transit Master Plan for the City of Hattiesburg and Hattiesburg Urbanized Area, and;

WHEREAS, OWNER has procured the CONSULTANT in compliance with the procedures of the City of Hattiesburg, and;

WHEREAS, OWNER, by Mr. Toby Barker, Mayor, is authorized to enter into an agreement with Neel-Schaffer, Inc. for professional services to OWNER, and;

WHEREAS, the CONSULTANT, represented by Mr. Doug Wimberly, its Vice-President, is authorized to enter into contract and agreements on behalf of Neel-Schaffer, Inc.;

NOW, THEREFORE, OWNER and the CONSULTANT for the consideration, and under the conditions set forth, do agree as follows:

I. SCOPE OF CONTRACT

This contract contains four (4) typed written pages, signed by appearers and authenticated "An Agreement for Professional Services", as submitted by OWNER, and may only be amended by written agreement of the parties specifically stating that such written agreement is intended to amend this contract. The written communications between the parties called for hereunder shall not constitute amendments to this contract.

II. SCOPE OF SERVICES

The CONSULTANT will assist OWNER in performing the tasks identified in the attached "Exhibit A: Scope of Services, Fee and Schedule" and comply with applicable federal provisions as per "Exhibit B".

III. OWNER'S RESPONSIBILITIES

1. Authorize the CONSULTANT to perform certain specific tasks, the scope of, the schedule for completion of and the fee for, being mutually agreed upon by OWNER and the CONSULTANT. The scope of these tasks will be based upon the type of work delineated in this agreement and recommendations adopted by OWNER. If the CONSULTANT cannot perform according to the schedule, through no fault of its own, it shall apply to OWNER for an extension of time to perform. Such request shall not be unreasonably denied.
2. Furnish to CONSULTANT all existing plans, reports and other available data as well as, if possible, obtain additional reports and data as required which are pertinent to the completion of the services to be provided under the terms of this contract that CONSULTANT may not already have; and
3. Arrange reasonable access to Public Property as required.

IV. CONSULTANT'S RESPONSIBILITIES

1. To relay to OWNER any issues that may affect the schedule for completion dates, the fee, and the professionalism of the project;
2. CONSULTANT shall be provided by OWNER written Notices to Proceed on each requested task for assistance if the requested task is not covered under previously authorized work to proceed by OWNER. This will ensure coordination of services.
3. It is understood that all work produced within this project for which the CONSULTANT receives compensation from OWNER shall become the property of OWNER.

V. COMPENSATION

OWNER agrees to pay the CONSULTANT in an amount not-to-exceed One Hundred Fifty-One Thousand, Two Hundred Fifty Dollars (\$151,250.00). OWNER will serve as the lead administrative agency for this project. CONSULTANT shall invoice OWNER on work completion as detailed by tasks in the Scope of Services. Invoices shall be payable to the CONSULTANT within thirty (30) days of receipt.

VI. ASSIGNABILITY

The CONSULTANT shall not assign any interest in this contract and shall not transfer any interest in the same without prior written consent of OWNER.

VII. INSURANCE REQUIREMENT

The CONSULTANT shall provide a minimum of one (1) million dollars of Professional General Liability Coverage, and one half (1/2) million dollars of auto liability coverage.

VIII. INDEMNITY

Each party to this agreement shall be responsible for its own negligence and any claim, damage, suit, loss, or expense caused thereby. To the extent allowable by law, each party shall defend, indemnify and hold-harmless the other party from liability or expense to the extent said liability or expense results from the indemnifying party's negligence.

IX. TERMINATION OF CONTRACT

OWNER may terminate this Contract, or any portion of it, by serving notice of termination on the CONSULTANT. The notice shall state whether the termination is for convenience of OWNER or for default of the CONSULTANT. However, in either case whether for convenience or default, the CONSULTANT shall be notified in writing by OWNER 30 days prior to the issuance of the notice of termination. If the termination is for default, the notice shall state the manner in which the CONSULTANT has failed to perform the requirements of the Contract and the CONSULTANT shall be given a reasonable opportunity to correct any failure and to proceed with the project.

If, after serving a notice of termination for default, OWNER determines that the CONSULTANT has an excusable reason for not performing, such as a strike, fire, flood, or events which are not the fault of and are beyond the control of the CONSULTANT, OWNER, after setting up a new work schedule, may allow the CONSULTANT to continue to work.

If the termination is for the convenience of OWNER, or due to the withdrawal or reduction of Federal funding for the project, OWNER will be responsible for funding this work to the date of termination, including reasonable non-cancelable expenses incurred prior to notice of termination if such expenses were required under the scope of work and contemplated within the budget. Consultant shall be paid for all work performed to the date of termination.

X. CIVIL RIGHTS

The CONSULTANT agrees to abide by the requirements of the following as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972, as amended; Federal Executive Order 11246, as amended; Section 504 of the Federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; and the Americans with Disabilities Act of 1990, as amended.

The CONSULTANT agrees not to discriminate in its employment practices and shall render services under this contract without regards to race, color, age, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by the CONSULTANT, or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this contract.

XI. DURATION OF AGREEMENT

This Agreement shall continue in full force and effect for a period of 12 months from the date hereof (the contract period).

IN WITNESS WHEREOF, the parties have affixed their legal hand in multiple counterparts on this 19th day of January, 2021.

WITNESSES:

NEEL-SCHAFFER, INC.

By: _____

Doug Wimberly, Vice President

WITNESSES:

City of Hattiesburg

By: _____

Toby Barker, Mayor

EXHIBIT A

Scope of Services, Fee and Schedule

Task 0: Project Management

Task 0.1: Kickoff Meetings

Following the Notice to Proceed (NTP), the CONSULTANT will schedule a project “kick-off” meeting with the CITY to discuss project expectations, tasks, roles, and existing plans and data. Around the same time, the CONSULTANT will conduct internal “kick-off” meetings with its SUB-CONSULTANTS.

Task 0.2: Develop Project Management Plan

The CONSULTANT will prepare a Project Management Plan (PMP) that details the work plan, responsibilities by task, project schedule, and Quality Assurance/Quality Control (QA/QC) process.

Task 0.3: Progress Reporting and Meetings

The CONSULTANT will conduct monthly coordination calls with the CITY after the kickoff meeting. A written progress report will also be submitted with monthly invoices.

Task 0 Deliverables

1. Project Management Plan (electronic)
2. Monthly invoices and progress reports (electronic)

Task 1: Data Collection and Analysis

Task 1.1: Collect Data and Conduct On-Board Survey

The CONSULTANT will collect existing datasets and relevant plans, conduct field observations, interview staff, and collect new data to gain a better understanding of the existing issues and opportunities throughout the transit system.

Existing Data Collection

Following the NTP, the CONSULTANT will submit a comprehensive data needs list to the CITY and collect existing data that is available.

Field Observations and Staff Outreach

The CONSULTANT will devote a minimum of two days to review existing fixed routes in the field, with some of the field observation occurring on- board transit vehicles, as feasible, and other times being conducted via a windshield survey.

In addition, the CONSULTANT will interview key staff to gain insight into needs and opportunities from an operational perspective. This input will come from a broad cross section of transit operations and management staff through in- person or virtual meetings and/or via written feedback.

New Data Collection

In conjunction with the field observations, the CONSULTANT will collect new data to better understand ridership patterns and on-time performance.

Stop-Level Ridership and Travel Time Data

Accurate stop-level ridership and travel time data are necessary to conduct detailed performance assessments related to productivity and on-time performance. They can also enable more detailed impact analyses for service changes.

The CONSULTANT will utilize a specialized vendor to install temporary Automatic Passenger Counting (APC) equipment on buses and collect stop-level ridership and travel time data. The vendor will install equipment on three buses and these equipped buses will be rotated amongst all routes over a two (2) month period, collecting 4-8 samples of each weekday trip. The resulting stop-level data will include average daily boardings and alightings, passenger loads, wheelchair deployments, bike rack deployments, on-time performance, and dwell/travel time.

Customer Intercept Survey

The second element of the new data collection effort is a customer intercept survey that will occur at major transfer centers and on-board transit vehicles. This survey will complement the online survey proposed in Task 2 by collecting demographic and travel pattern data for existing riders as well as collecting data to better understand their satisfaction and service improvement priorities.

If the ongoing COVID-19 pandemic prevents the CONSULTANT from conducting these intercept surveys in a safe manner, other methods to reach existing or likely riders will be considered.

Task 1.2: Review Existing Plans

The CONSULTANT will review and summarize relevant plans and documents and create a matrix that documents the key findings and implications for the Transit Master Plan.

Task 1.3 Conduct Market Analysis

The CONSULTANT will conduct a transit market analysis that looks at land use, socioeconomic, and travel patterns in the urbanized area.

Land Use and Activity Center Review

The CONSULTANT will map existing and future land use data for jurisdictions within the urbanized area along with major activity centers including retail centers, employment centers, health and social service facilities, educational facilities, community centers, and government facilities.

Identification of Transit Markets

The CONSULTANT will develop a Transit Propensity Index (TPI) that synthesizes the various socioeconomic indicators that are most predictive of transit utilization, such as low-income households, zero- vehicle households, and low-wage jobs. The CONSULTANT will also prepare a Density Threshold Analysis (DTA) to identify areas with transit-supportive land uses.

Travel Pattern Assessment

The CONSULTANT will utilize location-based service (LBS) data (e.g. cell phone data) to conduct a travel pattern assessment. This assessment will look at origin-destination data at the census block group or traffic analysis zone level and include detailed variables like time of day and trip purpose.

Task 1.4: Evaluate Transit System Performance and Needs

The CONSULTANT will analyze the data collected and utilize the market analysis to evaluate current performance of the transit system and identify needs.

Fixed-Route Service Assessment

For the fixed routes, the analysis will be conducted at multiple levels, including the following:

- **System-Level Analysis:** The CONSULTANT will begin by assessing system-level data and conducting a peer and trend analysis.
- **Route-Level Analysis:** The CONSULTANT will create visually-oriented route profiles for each route that include operating statistics, key performance indicators, and boardings/alightings by stop. Routes will be ranked based on service productivity, cost efficiency, and other indicators to identify over and under-performing routes.
- **Segment and Stop-Level Analysis:** Using data collected in Task 1.1, the CONSULTANT will analyze segment and stop level information. Maps and charts will be created to understand ridership intensity and breakpoints along routes. These results will be used to identify parts of the network that are productive and where changes are necessary.

Paratransit Service Assessment

The CONSULTANT will review the CITY's paratransit service model and data to identify needs and opportunities for modernization and optimization. The CONSULTANT will analyze how alternative service models, including on- demand technologies, could be utilized to improve performance.

Infrastructure Needs Assessment

The CONSULTANT will review existing administrative, maintenance, and passenger facility information to identify capacity constraints and/or routing issues that impact overall system performance or prevent effective transferring for riders.

Transit System Evaluation Report

The CONSULTANT will provide a Transit System Evaluation Report that documents the data collection and analysis tasks in a visually-oriented narrative that "tells the story" of the transit needs and opportunities in the urbanized area.

Task 1 Deliverables

1. Transit System Evaluation Report (electronic)
2. Data Collection files (electronic)

Task 2: Public Involvement

The CONSULTANT will conduct public and stakeholder outreach across three distinct phases, with each timed to occur at a critical juncture during the planning process where input is needed to move the plan forward:

- Phase 1: Listening and Learning
- Phase 2: New System Visioning
- Phase 3: Drafting the Plan

In light of the COVID-19 pandemic, the CONSULTANT will ensure that public engagement activities follow all applicable guidance regarding social distancing and sanitation. As necessary, alternative outreach strategies such as virtual meetings will be utilized.

Task 2.1: Develop Community Engagement Plan

The CONSULTANT will prepare a Community Engagement Plan (CEP) that clearly outlines the goals, strategies, and schedule of the public and stakeholder outreach process. The CEP will pivot off the guidelines and methods established in the agency's Public Participation Plan. The CEP will also establish the roles and responsibilities for the CONSULTANT and CITY.

Task 2.2 Facilitate Technical Advisory Group (TAG)

The CONSULTANT will work with the CITY to establish a Technical Advisory Group (TAG) made up of key stakeholders from the CITY, MPO, Hub City Transit, and community at-large. The TAG will be established early in the planning process and will meet at key milestones to provide technical input and strategic guidance.

Tasks 2.3-2.5 Conduct and Summarize Public and Stakeholder Outreach

Tasks 2.3 Conduct Public Outreach, 2.4 Conduct Stakeholder Outreach, and 2.5 Summarize Community Input are all interrelated and will happen concurrently.

Phase 1 Outreach: Listening and Learning

The CONSULTANT will develop outreach activities for Phase 1 that educate the public and stakeholders about the purpose of the project and help gain an understanding of rider and community priorities for transit. At a minimum, outreach activities will include surveys and a TAG meeting.

Establish Guiding Principles and Metrics

The CONSULTANT will conduct outreach activities that help identify priorities and guiding principles for the development of recommendations in later phases of the planning process.

Once the guiding principles are in place, the CONSULTANT will work with the CITY to develop a series of performance metrics that allow general comparisons between the existing transit system and a future service concept to be developed later. These metrics could address topics such as service coverage, accessibility, ridership, equity, or cost efficiency.

Phase 2 Outreach: New System Visioning

The second phase of outreach is primarily for stakeholders and will occur when the alternative network concept has been developed. At this stage, the CONSULTANT will conduct another TAG meeting to

refine a preferred transit network concept using the Guiding Principles and Metrics as a decision-making tool.

Phase 3 Outreach: Drafting the Plan

During the third and final phase of community outreach, the CONSULTANT will work with the TAG and key stakeholders to finalize the draft plan. The CONSULTANT will engage the public through in-person and/or virtual open houses and prepare and deliver a presentation to the City Council.

Community Engagement Report

The CONSULTANT will prepare a Community Engagement Report as the final deliverable for this task, summarizing all public and stakeholder input from all three phases.

Task 2 Deliverables

1. Community Engagement Plan (electronic)
2. Outreach materials (agendas, printed materials, presentations, media posts, etc.)
3. Draft Plan Comment Log (electronic)
4. Community Engagement Report (electronic)

Task 3: Funding

The CONSULTANT will evaluate the sustainability of existing funding sources and explore new sources of funding to fulfill the needs of the transit master plan.

Task 3.1: Evaluate Funding Options

The CONSULTANT will conduct a detailed analysis of existing funding sources using available financial documents and assess the long-term financial sustainability of these sources by developing projections and revenue assumptions based on historical and recent trends.

Then, the CONSULTANT will identify potential new funding sources by reviewing best practices and conducting a peer analysis. Finally, the CONSULTANT will screen the potential new funding sources based on criteria such as the local funding requirement, implementation difficulty, and other factors to be determined in coordination with the CITY. The CONSULTANT will work with the CITY and TAG to make these assessments and select up to three new funding sources to explore in further detail.

Task 3.2: Evaluate Fare Structure

The CONSULTANT will review existing fare structure and usage trends and compare this information to national best practices and the peer transit systems identified in Task 3.1. Special consideration will be given to the introduction of daily, weekly, monthly, or other special passes.

The CONSULTANT will recommend potential fare structure and fare media changes and develop an implementation plan for introducing the recommended changes.

Task 3.3: Develop Funding Recommendations

When developing the operating and capital plans for the transit master plan (Task 4), the CONSULTANT will identify funding needs for all projects and programs and develop a financial plan by matching these

projects and programs with existing and/or new funding sources identified in Task 3.1. The financial plan will include short, medium, and long-term horizons.

The CONSULTANT will compile the analysis and findings from all of Task 3 into a Funding Report. This report will include all relevant information for funding sources required to implement the transit master plan, including high-level funding estimates, local match requirements, eligible activities, and implementation timeline.

Task 3 Deliverables

1. Funding Report (electronic)

Task 4: Recommendations and Implementation Plan

Task 4.1 Develop Network Redesign Concept

Develop Initial Network Redesign Concept

The development and presentation of a conceptual network redesign will allow the stakeholders and the TAG to see how the transit system could evolve in the future and how potential changes would impact guiding principles and metrics.

The CONSULTANT will work with the CITY and TAG to develop a conceptual network redesign using the guiding principles developed from public and stakeholder input. The following considerations will also factor in the network redesign: Tolerance for Change, Allocation of Resources, Revenue Assumptions, Network Design, and Service Typology and Delivery Methods.

The CONSULTANT will identify route alignments, service levels, and O&M costs at a conceptual level for the draft network redesign concept. This information will be utilized to evaluate and refine the concept.

Evaluate & Refine Preferred Network Concept

When the draft concept has been established, the CONSULTANT will work with the TAG and CITY to refine the concept into a “preferred” concept based on guiding principles, performance metrics, and stakeholder input.

Task 4.2: Develop Fixed Route Service Plan

Once the preferred network redesign concept has been identified, the CONSULTANT will develop route-specific service plans that detail the operating and financial requirements of each plan element. Detailed service plans will be defined for each horizon period of the plan, including service levels, operating requirements and costs, capital needs, and alignment changes.

Task 4.3: Develop On-Demand and Paratransit Service Plan

The outputs from Tasks 1.4 (Evaluate Transit System Performance and Needs) and 4.1 (Develop Network Redesign Concept) will inform the development of the on-demand and paratransit service plans. In this task, the CONSULTANT will document the recommended service plans and costs.

Task 4.4: Conduct Ridership and Title VI Impact Assessment

The CONSULTANT will evaluate impacts of the proposed transit network changes to riders, using ridership estimates and Hub City Transit's Public Participation Plan and Title VI policy as guiding documents.

The CONSULTANT will identify proposed adjustments that constitute major service changes and assess the potential for a disproportionately adverse impacts to minority, low- income, or other vulnerable populations. For disproportionate impacts, the CONSULTANT will identify mitigation strategies.

Task 4.5 : Develop Capital Plan

The CONSULTANT will develop a plan that lays out the capital investments needed to successfully implement the recommended service plans. Projects and rough-order-of-magnitude costs will be identified for vehicles, facilities, and technology.

Task 4.6: Develop Phased Transit Master Plan

The CONSULTANT will develop a Transit Master Plan that serves as a roadmap for implementing the recommended service plans. This master plan will consist of the following elements.

Service Phasing Plan Element

The service plan recommendations will be broken into phases based on forecasted funding, sequencing requirements, and stakeholder input. Phases will be determined in coordination with the CITY and typically include near-term (1-2 years), short-range (3-5 years), and long- range (>5 years) phases.

Financial Plan Element

The CONSULTANT will utilize the Service Phasing Plan Element to create a financial plan in Task 3.3 and integrate this financial plan into the Transit Master Plan.

Policies, Programs, and Partnerships Element

The CONSULTANT will review the CITY's Title VI and fare policies and recommend modifications as needed. The CONSULTANT will also review the Job Access Reverse Commute (JARC) program and University of Southern Mississippi partnership program and recommend modifications as needed.

The CONSULTANT will identify potential partnership opportunities with other local governments, institutions, and mobility providers and identify implementation considerations.

Implementation Plan Element

Finally, the CONSULTANT will prepare a phased implementation plan that outlines the key tasks, responsibilities, and resources generally required to implement the plan recommendations. Service plan implementation will address service change processes (e.g. Title VI analyses, public outreach, marketing) and operations-oriented components (e.g. scheduling and driver and customer service training).

Draft and Final Transit Master Plan

The CONSULTANT will prepare a draft Transit Master Plan document in an electronic format that combines the results of Task 4 with the reports compiled in other tasks (Transit System Evaluation Report, Funding Report, and Community Engagement Report). This technical document will be accompanied by a more concise, graphically oriented Executive Summary intended for a broader, non-technical audience.

Once all comments on the draft plan document are received, the CONSULTANT will make any final revisions required and prepare the final Transit Master Plan and Executive Summary.

Task 4 Deliverables

1. Draft Transit Master Plan and Executive Summary (electronic)
2. Final Transit Master Plan and Executive Summary (electronic)

Cost Breakdown

Labor Costs

Firm	Amount	Percentage
Neel-Schaffer	\$81,250	65%
Connetics Transportation Group	\$31,250	25%
Beyond Communication	\$12,500	10%
Total	\$125,000	100%

Direct Costs

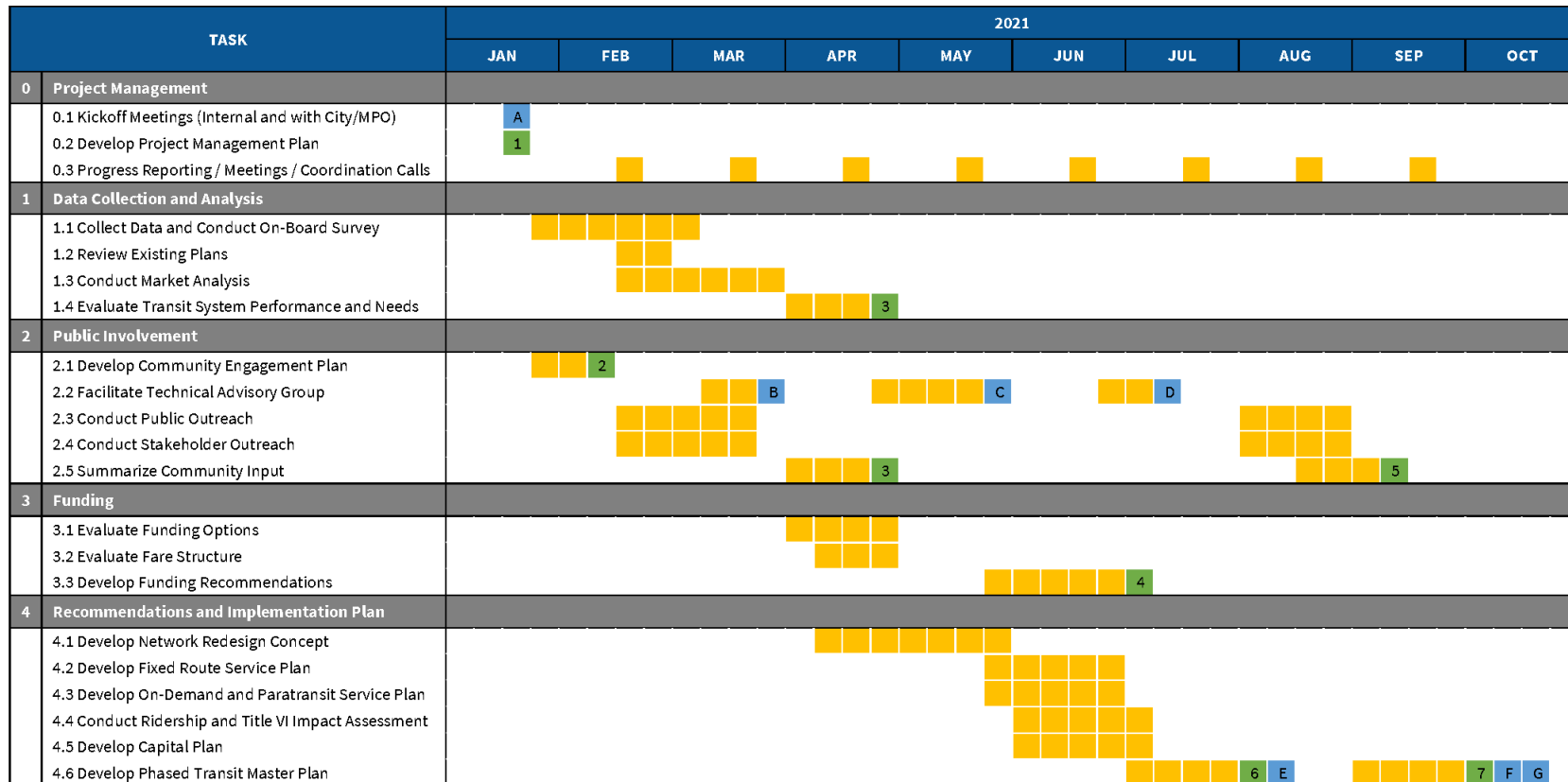
Cost	Amount
LBS Origin-Destination Data	\$7,500
APC Temporary Installation	\$14,000
Digital Engagement	\$750
Outreach Supplies and Materials	\$2,000
Travel and Meals	\$2,000
Total	\$26,250

Total Cost

Cost	Amount
Total (Labor and Direct Costs)	\$151,250

Schedule

This schedule is subject to change depending on the Notice to Proceed (NTP) and other unforeseen circumstances.



Deliverables

- 1 - Project Management Plan
- 2 - Community Engagement Plan
- 3 - Transit System Evaluation Report
- 4 - Funding Report
- 5 - Community Engagement Report
- 6 - Draft Transit Master Plan
- 7 - Final Transit Master Plan

Major Meetings

- A - Project Kickoff Meetings
- B - TAG Meeting #1: Overview of project goals, existing conditions, and community input. Discussion of needs and priorities.
- C - TAG Meeting #2: Design Workshop to establish guiding principles and review potential service concepts.
- D - TAG Meeting #3: Review draft recommendations and implementation plan.
- E - Draft Plan Presented to MPO/City Staff
- F - Final Plan Presented to City Council and MPO Committees
- G - Final Plan Adopted by City Council

Key	
Work	
Deliverables	
Major Meetings	

EXHIBIT B

ADDITIONAL FEDERAL REQUIREMENTS FROM FTA

1. **Fly America Requirements (N/A for this contract)**
2. **Buy America Requirements (49 U.S.C. 5323(j), 49 CFR Part 661) N/A for this contract**

The Buy America Requirements apply to the following types of contracts when FTA funds are being used for new purchases: Construction contracts and acquisition of goods or rolling Stock (valued at more than \$100,000). Does not include existing rolling stock, but only new units purchased as part of this project-contract.

3. **Charter Bus Requirements (49 U.S.C. 5323(d), 49 CFR Part 604) N/A for this contract**

Applicability to Contracts

The Charter Bus Requirements apply to the following type of contract: Operational Service Contracts.

4. **School Bus Requirements (49 U.S.C. 4323(F), 49 CFR Part 605) N/A for this contract**

Applicability to Contracts

The School Bus Requirements apply to the following type of contract: Operational Service Contracts.
NA for this contract

5. **Cargo Preference Requirements (N/A for this project)**
6. **Seismic Safety Requirements (N/A for this project)**
7. **Energy Conservation Requirements (42 U.S.C. 6321 et seq., 49 CFR Part 18)**

Applicability to Contracts

The Energy Conservation Requirements are applicable to all contracts.

Flow Down Requirements

The Energy Conservation Requirements extend to all third party contractors and their contracts at every tier and subrecipients and their sub-agreements at every tier.

Model Clause/Language

No specific clause is recommended in the regulations, because the Energy Conservation requirements are so dependent on each State's energy conservation plan. The following language has been developed by FTA:

Energy Conservation – The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State's (Mississippi in this case) energy conservation Plan issued in compliance with the Energy Policy and Conservation Act.

8. **Clean Water Requirements (33 U.S.C. 1251)**

Applicability to Contracts

The Clean Water Requirements apply to each contract and subcontract which exceeds \$100,000.

Flow Down Requirements

The Clean Water Requirements flow down to FTA recipients and subrecipients at every tier.

Model Clause/Language

While no mandatory clause is contained in the Federal Water Pollution Control Act, as amended, the following language developed by FTA contains all the mandatory requirements:

Clean Water – (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C 1251 et seq. The contractor agrees to report each violation to the purchaser and understands and agrees that the purchaser will, in turn, report each violation, as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The contractor also agrees to include the requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

9. Bus Testing (49 U.S.C. 5323(c), 49 CFR Part 665) NA for this project

Applicability to Contracts

The Bus Testing Requirements pertain only to the acquisition of Rolling Stock/Turnkey.

10. Pre-Award and Post-Delivery Audit Requirements (49 U.S.C. 5323, 49 CFR Part 663) NA for this Contract

Applicability to Contracts

These Requirements apply only to the acquisition of Rolling Stock/Turnkey. NA for this contract

11. Lobbying (31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20)

Applicability to Contracts

The Lobbying Requirements apply only to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

Flow Down Requirements

The Lobbying Requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(B)(5) and 49 CFR Part 19, Appendix A, Section 7.

Mandatory Clause/Language

Clause and language therein are mandated by 49 CFR Part 19, Appendix A.

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]

-Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of

1995, and DOT implementing regulation “New Restrictions on Lobbying,” at 49 CFR § 20.110(d).

-Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7 which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

-Use of “Disclosure of Lobbying Activities,” Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by “Government-wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] – Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20 “New Restrictions on Lobbying.” Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds, with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier-to-tier up to the recipient.

APPENDIX A, 49 CFR PART 20—CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than the Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions [as amended by “Government-wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96). Note: Language in Paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601 et seq.].
- (3) The undersigned shall require that the language of this certification be included in the award

documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, Neel-Schaffer, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Doug Wimberly, Vice President

Name & Title of Contractor's Authorized Official

12. Access to Records and Reports (49 U.S.C. 4325, 18 CFR 18.36(i), 49 CFR 633.17)

Applicability to Contracts

Reference Chart "Requirements for Access to Records and Reports by Type of Contracts."

Flow Down Requirements

FTA does not require the inclusion of these requirements in subcontracts.

Model Clause/Language

The specified language is not mandated by the statutes or regulations referenced, but the language provided paraphrases the statutory or regulatory language.

Access to Records – The following access to records requirements apply to this contract:

- 1) Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 CFR 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract, for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his or her authorized representatives, including any PMO Contractor access to Contractor's records and construction sites, pertaining to a major capital project, defined at 49 U.S.C. 5307, 5309, 5311

- 2) Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient, in accordance with 49 CFR 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representative, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5301(a)(1), which receiving Federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- 3) Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 CFR 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representative with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- 4) Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)(1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- 5) The Contractor agrees to permit any of the forgoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably as needed.
- 6) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
- 7) FTA does not require the inclusion of these requirements in subcontracts.

13. Federal Changes (49 CFR Part 18)

Applicability to Contracts

The Federal Changes Requirement applies to all contracts.

Flow Down

The Federal Changes Requirement flows down appropriately to each applicable changed requirement.

Model Clause/Language

No specific language is mandated. The following language has been developed by FTA.

Federal Changes – Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time, during the term of this contract. Contractor's failure to so comply shall constitute a material

breach of this contract.

14. Bonding Requirements (N/A for this contract)

15. Clean Air (42 U.S.C. 7401 et seq., 40 CFR 15.61, 49 CFR Part 18)

Applicability to Contracts

The Clean Air Requirements apply to all contracts exceeding \$100,000, including indefinite quantities where amount is expected to exceed \$100,000 in any year.

Flow Down

The Clean Air Requirements flow down to all subcontracts which exceed \$100,000.

Model Clause/Language

No specific language is required. FTA has proposed the following language:

Clean Air

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

16. Recycled Products (N/A for this project)

17. Davis-Bacon & Copeland Anti-Kickback Acts required for Construction work - N/A for this contract

18. Contract Work Hours and Safety Standards Act - N/A for this contract

Background and Application

The Contract Work Hours and Safety Standards Act is codified at 40 U.S.C. 3701, *et seq.* The Act applies to grantee contracts and subcontracts “financed at least in part by loans or grants from . . . the [Federal] Government.” 40 U.S.C. 3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 49 CFR 18.36(i)(6). Although the original Act required its application in any construction contract over \$2,000 or non-construction contract to which the Act applied over \$2,500 (and language to that effect is still found in 49 CFR 18.36(i)(6), the Act no longer applies to any “contract in an amount that is not greater than \$100,000.” 40 U.S.C. 3701(b)(3)(A)(iii).

The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ “laborers or mechanics on a public work.” These non-construction applications do not generally apply to transit procurements, because transit procurements (to include rail cars and buses) are deemed “commercial items.” 40 U.S.C. 3707, 41 U.S.C. 403(12). A grantee that contemplates entering into a contract to procure a developmental or unique item should consult counsel to determine if the Act applies to that procurement and that additional language required by 29 CFR 5.5(c) must be added to the basic clause below.

Clause Language

Contract Work Hours and Safety Standards

- (1) Overtime Requirements – No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half time the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; Liability for Unpaid Wages; Liquidated Damages – In the event of any violation of the clause set forth in Paragraph (1) of this Section, the Contractor or any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph (1) of this Section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph (1) of this Section.
- (3) Withholding for Unpaid Wages and Liquidated Damages - The *(write in the name of the grantee)* shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages, as provided in the clause set forth in Paragraph (2) of this Section.

19. RESERVED

20. No Government Obligation to Third Parties

Applicability to Contracts

Applicable to all contracts.

Flow Down

Not required by statute or regulation for either primary Contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

Model Clause and Language

While no specific language is required, FTA has developed the following language:

No Obligation by the Federal Government

- (1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser,

Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

- (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

21. Program Fraud and False or Fraudulent Statements and Related Acts (31 U.S.C. 3801 et seq., 49 CFR Part 31 18 U.S.C. 1001, 49 U.S.C. 5307)

Applicability to Contracts

These requirements are applicable to all contracts.

Flow Down

These requirements flow down to Contractors and subcontractors who make, present, or submit covered claims and statements.

Model Clause/Language

These requirements have no specified language, so FTA proffers the following language.

Program Fraud and False or Fraudulent Statements or Related Acts

- (1) The Contractor acknowledges that the provisions of the “Program Fraud Civil Remedies Act of 1986,” as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 CFR Part 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil

Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

- (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- (3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

22. Termination (49 U.S.C. Part 18, FTA Circular 4220.1E)

Applicability to Contracts

All contracts (with exception of contracts with non-profit organizations and institution of higher education) in excess of \$10,000 shall contain suitable provisions for termination by the grantee,

including the manner by which it will be effected and the basis for settlement. (For contracts with non-profit organizations and institutions of higher education, the threshold is \$100,000). In addition, such contracts shall describe conditions under which the contract may be terminated for default, as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

Flow Down

The Termination Requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with non-profit organizations and institutions of higher education.

Model Clause/Language

FTA does not prescribe the form or content of such clauses. The following are suggestions of clauses to be used in different types of contracts.

(1) Termination for Convenience (General Provision) The City of Hattiesburg may terminate this contract, in whole or in part, at any time by written notice to the Contractor, when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City of Hattiesburg to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of Hattiesburg, the Contractor will account for the same, and dispose of it in the manner that the City of Hattiesburg directs.

(2) Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City of Hattiesburg may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Contractor, setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City of Hattiesburg that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City of Hattiesburg, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

(3) Opportunity to Cure (General Provision) The City of Hattiesburg, in its sole discretion may, in case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which the cure is permitted and other appropriate conditions.

If Contractor fails to remedy to the City of Hattiesburg's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of the written notice from the City of Hattiesburg setting for the nature of said breach or default, the City of Hattiesburg shall have the right to terminate the contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City of Hattiesburg from also pursuing all available remedies against Contractor and its sureties for said breach or default.

(4) Waiver of Remedies for any Breach In the event that the City of Hattiesburg elects to waive its

remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by the City of Hattiesburg shall not limit the City of Hattiesburg's remedies for any succeeding breach of that or of any other term, covenant, or condition of this contract.

- (5) Termination for Convenience (Professional or Transit Service Contracts) The City of Hattiesburg, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the City of Hattiesburg shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- (6) Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the City of Hattiesburg may terminate this contract for default. The City of Hattiesburg shall terminate by delivering to the Contractor a Notice of Termination, specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City of Hattiesburg.

- (7) Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the City of Hattiesburg may terminate this contract for default. The City of Hattiesburg shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of City of Hattiesburg goods, the Contractor, upon direction of the City of Hattiesburg, protect and preserve the goods, until surrendered to the City of Hattiesburg or its agent. The Contractor and City of Hattiesburg shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute Clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of City of Hattiesburg.

- (8) Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work, or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the City of Hattiesburg may terminate this contract for default. The City of Hattiesburg shall terminate by delivering to the Contractor a Notice of Termination, specifying the nature of the default. In this event, the City of Hattiesburg may take over the work and complete it by contract or otherwise, and may take possession of any use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the City of Hattiesburg, resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the City of Hattiesburg in completing this work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if:

- (a) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the City of Hattiesburg, acts of another contractor in the performance of a contract with the City of Hattiesburg, epidemics, quarantine restrictions, strikes, freight embargoes; and
- (b) The Contractor, within ten (10) days from the beginning of any delay, notifies the City of Hattiesburg in writing of the causes of delay. If, in the judgment of the City of Hattiesburg, the delay is excusable, the time for completing the work shall be extended. The judgment of the City of Hattiesburg shall be final and conclusive on the parties but subject to appeal under the Dispute Clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the City of Hattiesburg.

- (9) Termination for Convenience (Architect and/or Engineering) The City of Hattiesburg may terminate this contract, in whole or in part, for the City of Hattiesburg's convenience or because of the failure of the Contractor to fulfill the contract obligations. The City of Hattiesburg shall terminate by delivering to the Contractor a written Notice of Termination, specifying the nature, extent, and effective date of termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for convenience of the City of Hattiesburg, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the City of Hattiesburg may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the City of Hattiesburg.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same, as if the termination had been issued for the convenience of the City of Hattiesburg.

- (10) Termination for Convenience of Default (Cost-Type Contracts) The City of Hattiesburg may terminate this contract, or any portion of it, by serving a written Notice of Termination to the Contractor. The notice shall state whether the termination is for convenience of the City of Hattiesburg or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the City of Hattiesburg or property supplied to the Contractor by the City of Hattiesburg.

If the termination is for default, the City of Hattiesburg may fix the fee, if the contract provides for a fee, to be paid to the Contractor in proportion to the value, if any, of work performed up to the time of termination.

If, after serving Notice of Termination for default, the City of Hattiesburg determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the Contractor, the City of Hattiesburg, after setting up a new work schedule, may allow the Contractor to continue work or treat the termination as a termination for convenience.

23. Government-wide Debarment and Suspension (Non-procurement)

Background and Applicability

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, "Debarment and Suspension," Executive Order 12689, "Debarment and Suspension," and 31 U.S.C. 61091 note (Section 2455, Public Law 103-355, 108 Stat. 3327.

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000, as well as any contract or subcontract (at any level) for Federally required auditing services 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) checking the Excluded Parties List System, (b) collecting a certification from that person, or (c) adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29 Subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Clause Language

The following clause language is suggested, not mandatory. It incorporates the optional method of verifying that contractors are not excluded or disqualified by certification.

Suspension or Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by City of Hattiesburg. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to City of Hattiesburg, the Federal Government may pursue available

remedies, including, but not limited to, suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

24. Privacy Act (5 U.S.C. 552)

Applicability to Contracts

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act Requirements apply to all contracts.

Flow Down

The Federal Privacy Act Requirements flow down to each third party contractor and their contracts at every tier.

Model Clause/Language

The text of the following clause has not been mandated by statute or specific regulation, but has been developed by FTA.

Contracts Involving Federal Privacy Act Requirements – The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract.

- (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552(a). Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of the Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- (2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

25. Civil Rights Requirements (29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6102, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Parts 60 et seq.)

Applicability to Contracts

The Civil Rights Requirements apply to all contracts.

Flow Down

The Civil Rights Requirements flow down to all third party contractors and their contracts at every tier.

Model Clause/Language

The following clause was predicated on language contained at 49 CFR Part 19, Appendix A but FTA has shortened the lengthy text.

Civil Rights – The following requirements apply to the underlying contract:

- (1) Non-discrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000(D) Section 303 of the Age Discrimination of 1975, as amended 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, AND Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (2) Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:
 - a. Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000(e), and Federal transit laws at 49 U.S.C. § 5332, THE Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of the U. S. Department of Labor (U.S.DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 “Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000(e) note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - c. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U. S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 16309, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (3) The Contractor also agrees to include these requirements in each subcontract financed, in whole or in part, with Federal Assistance provided by FTA, modified only if necessary to identify the affected parties.

26. Breaches and Dispute Resolution (49 CFR Part 18, FTA Circular 4220.1E)

Applicability to Contracts

All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies, in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Flow Down

The Breaches and Dispute Resolution requirements flow down to all tiers.

Model Clause/Language

FTA does not prescribe the form or content of such provisions. What provisions are developed will depend on the circumstances and the type of contract. City of Hattiesburg should consult legal counsel in developing appropriate clauses. The following clauses are examples or provisions from various FTA third party contracts.

Disputes – Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by authorized representative of the City of Hattiesburg. This decision shall be final and conclusive, unless [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute – Unless otherwise directed by the City of Hattiesburg, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages – Should either party to the contract suffer injury or damage to person or property because of any act or omission of the part or of any or his employees, agents or others for whose acts he is legally liable, a claim for damages, therefore, shall be made in writing to such other party within a reasonable time, after the first observance of such injury or damage.

Remedies – Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City of Hattiesburg and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration, if the parties mutually agree, or in a court of competent jurisdiction within the State in which the City of Hattiesburg is located.

Rights and Remedies – The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City of Hattiesburg, architect or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

27. Patent and Rights Data (37 CFR Part 401, 49 CFR Parts 18 and 19) (N/A for this project)

28. Transit Employee Protective Agreements (49 U.S.C § 5310, § 5311, AND § 5333, 29 CFR Part 215) NA for this contract

Applicability to Contracts

The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit “operations” for purposes of this clause.)

Flow Down

These provisions are applicable to all contracts and subcontracts at every tier.

29. Disadvantaged Business Enterprise (DBE) (49 CFR Part 26)

Background and Applicability

The newest version of the Department of Transportation’s Disadvantaged Business Enterprise (DBE) program became effective July 16, 2003. The rule provides guidance to grantees on the use of overall and contract goals, requirement to include DBE provisions in subcontracts, evaluating DBE participation where specific contract goals have been set, reporting requirements, and replacement of DBE subcontractors. Additionally, the DBE program dictates payment terms and conditions (including limitation on retainage), applicable to all subcontractors, regardless of whether they are DBE firms or not.

The DBE program applies to all DOT-assisted contracting activities. A formal clause such as that below must be included in all contracts above the micro-purchase level. The requirements of clause subsection (b) flow down to subcontracts.

A substantial change to the payment provisions in this newest version of Part 26 concerns retainage. (See Section 26.29.) Grantee choices concerning retainage should be reflected in the language choices in clause subsection (d).

Clause Language

The following clause language is suggested, not mandatory. It incorporates the payment terms and conditions applicable to all subcontractors based in Part 26, as well as those related only to DBE subcontractors. The suggested language allows for the options available to grantees concerning retainage, specific contract goals, and evaluation of DBE subcontracting participation, when specific contract goals have been established.

Disadvantaged Business Enterprise

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26 “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.” The agency’s overall goal for DBE participation is 1.2%. A separate contract goal has not been established for this procurement.
- b. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City of Hattiesburg deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(B)).

- c. The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- d. The Contractor is required to pay its subcontractor performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the City of Hattiesburg. In addition, Contractor is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the City of Hattiesburg and Contractor's receipt of the partial retainage payment related to the subcontractor's work.
- e. The Contractor must promptly notify City of Hattiesburg, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate, without proper written consent of City of Hattiesburg.

DBE PROGRAM POLICY STATEMENT

Section 26.1, 26.23 Objectives/Policy Statements

The City of Hattiesburg has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The City of Hattiesburg [Recipient] has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the City of Hattiesburg has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the City of Hattiesburg to ensure that DBEs are defined in part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy:

1. To ensure nondiscrimination in the award and administration of DOT – assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To assist the development of firms that can compete successfully in the market place outside the DBE Program.

The Director of the Department of Urban Development has been delegated as the DBE Liaison Officer. In that capacity, the Director is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the City of Hattiesburg in its financial assistance agreements with the Department of Transportation.

The City of Hattiesburg has disseminated this policy statement to the City Council and all of the components

of our organization. We have distributed this statement to DBE and non-DBE business communities that perform work for us on DOT-assisted contracts. The DBE Policy Statement is posted on the City of Hattiesburg website and has been mailed to certified DBE business organizations located within the Hattiesburg Urbanized Area and the surrounding counties of Forrest, Lamar, Jones, Marion and Perry.

A. GENERAL REQUIREMENTS

Section 26.1 Objectives

The objectives are found in the policy statement on the first page of this program.

Section 26.3 Applicability

The City of Hattiesburg is the recipient of federal-aid highway funds authorized under Titles I and V of the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA), Pub. L. 102-240, 105 Stat. 1914, Titles I, III, and V of the Transportation Equity Act for the 21st Century (TEA-21, Pub. L. 105-178, 112 Stat. 107.

The City of Hattiesburg is the recipient of federal transit funds authorized by Titles I, III, V, and VI of ISTEA, Pub. L. 102-240 or by Federal transit laws in Title 49, U.S. Code, or Titles I, II, and V of the Teas-21, Pub. L. 105-178.

Section 26.5 Definitions

The City of Hattiesburg will adopt, as a part of this document the definitions contained in 49 CFR § 26.5 for this program (see “Definitions of Terms” section of this document).

Section 26.7 Non-discrimination Requirements

The City of Hattiesburg will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, the City of Hattiesburg will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

Section 26.11 Record Keeping Requirements

Reporting to DOT: 26.11(b)

City of Hattiesburg shall report DBE participation to DOT as follows:

City of Hattiesburg shall report DBE participation on a semi-annual basis, using DOT Form 4630. These reports shall reflect payments actually made to DBE's on DOT-assisted contracts.

Bidders List: 26.11(c)

City of Hattiesburg does not maintain a bidders list.

The City of Hattiesburg shall collect this information in the following ways:

1. All contracts shall require prime bidders to report the names/addresses, and other pertinent information of all firms that gave quotes to them for any subcontracted work.
2. Require all prime bidders to request that firms quoting on subcontracts to report information on their firm directly to the City of Hattiesburg.
3. Any other method deemed to be sound and accurate at the time of the bid.

Section 26.13 Federal Financial Assistance Agreement

City of Hattiesburg has signed the following assurances, applicable to all DOT-assisted contracts and their administration:

Assurance: 26.13(a)

City of Hattiesburg shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR part 26.

City of Hattiesburg shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The City of Hattiesburg's DBE Program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the City of Hattiesburg of its failure to carry out its approved program, the Department may impose sanction as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

This language (verbatim) will appear in financial assistance agreements with sub recipients.

Contract Assurance: 26.13b

City of Hattiesburg will ensure that the following clause is placed in every DOT-assisted contract and subcontract:

The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

This language (verbatim) will appear in financial assistance agreements with sub recipients.

SUBPART B - ADMINISTRATIVE REQUIREMENTS

Section 26.21 DBE Program Updates

Since the City of Hattiesburg has received a grant of \$250,000 or more in FTA planning, capital, and/or operating assistance in a federal fiscal year the City of Hattiesburg will continue to carry out this program until all funds from DOT financial assistance have been expended. The City of Hattiesburg will provide to DOT updates representing significant changes in the program.

Section 26.23 Policy Statement

The Policy Statement is elaborated on the first page of this program.

Section 26.25 DBE Liaison Officer (DBELO)

The City of Hattiesburg has designated the following individual as the DBE Liaison Officer:

Andrew Ellard, Director

Urban Development

The City of Hattiesburg

P.O. Box 1898

Hattiesburg, MS 39403-1898

(Phone) 601-545-4609 (Fax) 601-544-0392

(Email) mpo@hattiesburgms.com

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that the City of Hattiesburg complies with all provision of 49 CFR Part 26. The DBELO has direct, independent access to the City of Hattiesburg's Office of the Mayor concerning DBE program matters. An organization chart displaying the DBELO's position in the organization is found in **Attachment #1** to this program.

The DBELO is responsible for developing, implementing and monitoring the DBE program, in coordination with other appropriate officials. The DBELO has a staff of one (1) (the MPO Division Manager) to be to assist in the administration of the program. The duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required by DOT.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with all departments to set overall annual goals.
4. Ensures that bid notices and requests for proposals are available to DBEs in a timely manner.
5. Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals attainment and identifies ways to improve progress.
6. Analyzes the City of Hattiesburg's progress toward attainment and identifies ways to improve progress.
7. Participates in pre-bid meetings.
8. Advises the governing body on DBE matters and achievement.
9. Plans and participates in DBE training seminars.
10. Provides outreach to DBEs and community organizations to advise them of opportunities.
11. Maintains the City of Hattiesburg's updated directory on certified DBEs.

Section 26.27 DBE Financial Institutions

It is the policy of the City of Hattiesburg's to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contract to make use of these institutions. The City of Hattiesburg's has made phone calls to all financial institutions within the City of Hattiesburg's in an effort to identify and use such institutions. We will also re-evaluate the availability of DBE financial institutions every three years. To date we have identified there are no institutions in the local area and based on this search there are no DBE owned banks in the State of Mississippi.

Section 26.29 Prompt Payment Mechanisms

The City of Hattiesburg will include the following clause in each DOT-assisted prime contract:

Prompt Payment: 26.29(a): The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the City of Hattiesburg.

Retainage: 26.29(b): The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Hattiesburg. This clause applies to both DBE and non-DBE subcontracts.

Monitoring and Enforcement: 26.29(d): The City of Hattiesburg recognizes that prompt payment requirements are an important race-neutral mechanism that can benefit both DBEs and non-DBEs. The City of Hattiesburg will require that the following clause be included in each U.S. DOT-assisted prime contract: "The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 15 days from the receipt of each payment the prime contractor receives from the City of Hattiesburg. The City of Hattiesburg does not hold retainage on the Prime Contractor and therefore the Prime Contractor may not withhold retainage on the subcontractors. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Hattiesburg. This request for delay or postponement should be made to the City of Hattiesburg's, Department of Federal and State Programs prior to the 15-day deadline for making prompt payments to the subcontractor(s). This clause applies to both DBE and non-DBE subcontractors. Failure to comply with the prompt payment requirement will result in the prime contractor's monthly estimates being withheld until the requirements of prompt payment have been fulfilled.

Section 26.31 Directory

The City of Hattiesburg participates in the State of Mississippi's Disadvantaged Business Enterprises Unified Certification Program. Under this program, the Mississippi Department of Transportation (MDOT) maintains a directory identifying all firms eligible to participate as DBEs. The directory lists the firm's name, address, phone number, date of the most recent certification, and the type of work the firm has been certified to perform as a DBE. MDOT revises the Directory annually. The City of Hattiesburg makes the Directory available as follows:

1. A link on the City of Hattiesburg website under the Department of Federal and State Program Metropolitan Planning Organization.
2. A copy is kept in the Office of the Department of Federal and State Programs office located at 200 Forrest Street, Hattiesburg, MS 39401 and the Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization, 308 Newman Street, Hattiesburg, MS 39401 at all times.

The Directory may be found in **Attachment #2** of this program document.

Section 26.33 Over Concentration

The City of Hattiesburg has not identified that over concentration exists in the types of work that DBEs perform.

Section 26.35 Business Development Programs

The City of Hattiesburg has not established a business development program.

Section 26.37 Monitoring and Enforcement Mechanisms

The City of Hattiesburg shall take the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 26.

1. The City of Hattiesburg shall bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.109.
2. The City of Hattiesburg shall consider similar action under our own legal authorities, including responsibility determinations in future contracts. **Attachment #3** lists the regulation, provisions, and contract remedies available to The City of Hattiesburg in the events of non-compliance with the DBE regulation by a participant in our procurement activities.
3. The City of Hattiesburg shall monitor, enforce, and verify that work committed to DBEs at contract award is actually performed by the DBEs.
4. The City of Hattiesburg shall keep a running tally of actual payments to DBE firms for work committed to them at the time of contract award.

Section 26.39 Small Business Participation

The City of Hattiesburg will incorporate the following non-discriminatory element to its DBE program, in order to facilitate competition on DOT-assisted projects by small business concerns (both DBEs and non-DBE small businesses) and to ensure that the maximum feasible portion of the City of Hattiesburg's overall DBE goal is met by using race-neutral means, The City of Hattiesburg will establish SBE participation goals on its federally funded contracts. Prime contractors may use DBE and/or SBE firms in order to satisfy these SBE goals. The City of Hattiesburg will ensure as a part of the larger DBE program, including elements that:

1. Require bidders on large contracts to identify and/or provide specific subcontracts appropriate for small business participation;

2. Include letting prime contract of a size that small businesses can reasonably compete for and perform, provide outreach, technical assistance and training opportunities for small businesses through various partnerships. The City of Hattiesburg advertises contracting opportunities through various outlets, including local newspapers, minority-based publications and trade publications as well as on its website.

The City's small business program is an active part of the city's DBE program, but does not replace or act as a substitute for other critical elements of the city's DBE program, including use of contract goals (as appropriate), good faith efforts evaluations, etc.]

SUBPART C – GOALS, GOOD FAITH EFFORTS, AND COUNTING

Section 26.43 Set-asides or Quotas

The City of Hattiesburg does not use quotas in any way in the administration of this DBE program.

Section 26.45 Overall Goals

A description of the methodology to calculate the overall goal and the goal calculations can be found in **Attachment #4** to this program. This section of the program will be updated every three years.

Amount of Goal

1. The City of Hattiesburg's overall goal for the following time period 2020-2021 is the following: 1.2% of the Federal financial assistance we will expend in DOT-assisted contracts.

Methodology

The methodology used to calculate the relative availability of DBE's is a percentage figure calculated by dividing the number of representing available DBE's by a number of businesses representing all firms. The data source to determine the base figure for relative DBE's was calculated as follows:

The data source or demonstrated evidence used to derive the numerator was the Mississippi Contract Procurement Center located in Biloxi, Mississippi for Small Businesses and the Mississippi Department of Transportation Web Page Site for Disadvantage Business Enterprise (DBE's).

The data source or demonstrated evidence used to derive the denominator was the U.S. Census Bureau County Business Pattern for Forrest County, Mississippi. The City established its goals based on a methodology that takes into account several factors contained in 49 CFR 26.45. These factors include: use of other DBE directories, Census Bureau data, use of alternative methods, adjusting for demonstrated evidence of local market conditions. Data to support this methodology was obtained from available DBE directories. When we divided the numerator by the denominator we arrived at the base figure for our overall goal and that number was 1.2%. After calculating a base figure of the relative availability of DBE's evidence was examined to determine what adjustment was needed to the base figure in order to arrive at the overall goal. In order to reflect as accurately as possible the DBE participation, we have no adjustments to our base figure of 1.0%.

The reason we chose not to adjust our figure using this data was that it reflected the number of qualified/certified businesses that met the standards of DBE certification. The "relative availability" of DBE's in Hattiesburg contracting areas is estimated at 1.2%. This figure was derived by comparing the number of certified DBE's in Standard Industrial Classification (SIC) Codes with the total number of small businesses in the SIC code that are thought to be ready, willing and able to bid on contracts and subcontracts. Some SIC codes do little transit work. In doing so, the City has determined because of the limited number of DBE firms, it is necessary for the City not to adjust the base figure.

In accordance with Section 26.45(f) The City of Hattiesburg shall submit its overall goal to DOT on August 1 of each year. Before establishing the overall goal each year, The City of Hattiesburg shall consult with the minority, women and general contractor groups as well as other community organizations in an effort to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the City of Hattiesburg efforts to establish a level playing field for the participation of DBEs.

Following this consultation, the City of Hattiesburg will publish a notice in the newspaper of largest circulation in the City of Hattiesburg (The Hattiesburg American and the Clarion Ledger) and on its website of the proposed overall goals, informing the public that the proposed goal and its rationale are available for inspection during normal business hours at its principal office for 30 days following the date of the notice, and inform the public that the City of Hattiesburg and DOT will accept comments on the goals for 45 days from the date of the notice. Normally, this notice will be issued by June 1 of each year. The notice will include addresses to which comments may be sent and addresses (including offices and websites) where the proposal may be reviewed. The City of Hattiesburg's overall goal submission to DOT will include a summary of information and comments received during this public participation process and our responses. The City of Hattiesburg will begin using its overall goal on August 1 for the year of triennial cycle, unless it has received other instructions from DOT. If the city establishes a goal on a project basis, we will begin using our goal by the time of the first solicitation for a DOT-assisted contract for the project.

Section 26.47 Goal Setting and Accountability

If the awards and commitments shown on the City of Hattiesburg's Uniform Report of Awards or Commitments and Payments at the end of any fiscal year are less than the overall applicable to that fiscal year, we will:

1. Analyze in detail the reason for the difference between the overall goal and the actual awards/commitments;
2. Establish specific steps and milestones to correct the problems identified in the analysis; and
3. Submit the plan to FTA within 90 days of the end of the affected fiscal year. The City of Hattiesburg is not required but will still perform the analysis, establish and implement a corrective action plan, and maintain information/records regarding the analysis and efforts made.

Section 26.49 Transit Vehicle Manufacturers Goals

The City of Hattiesburg will require each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, to certify that it has complied with the requirements of this section. Alternatively, the City of Hattiesburg may, at its discretion and with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of the transit vehicle manufacturer complying with this element of the program.

Section 26.51 Meeting Overall Goals/Contract Goals

Breakout of Estimated Race-Neutral & Race-Conscious Participation

The breakout of estimated race-neutral and race-conscious participation can be found in **Attachment #5** to this program. This section of the program will be updated when the goal calculation is updated.

The City of Hattiesburg will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating DBE participation. The City of Hattiesburg will attempt to use the following race neutral means to increase DBE participation:

1. Arrange solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate DBE's and other small businesses;
2. Providing technical assistance and other services;
3. Carrying out information and communications programs on contracting procedures and specific contract opportunities;

We estimate that, in meeting our goal, we obtain half from race-neutral and half through race-conscious measures. The City of Hattiesburg has DBE history for its transit services. Therefore, the City will establish

contract goals to meet any portion of its overall goal that it does not project being able to meet using race-neutral means.

The following is a summary of the basis of our estimated breakout of race-neutral and race-conscious including the use of outside directories, census data and other related facts to determine relative availability.

MEANS TO MEET OVERALL GOALS

The City of Hattiesburg will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating DBE participation.

The City of Hattiesburg will attempt to use the following race-neutral means to increase DBE participation: Arrange solicitations, times for presentation of bids, quantities, specifications and delivery schedules in ways that facilitate DBE's and other small business participation.

- Provide technical assistance and other services;
- Provide services to help DBE's and other small businesses improve long-term development, increase opportunities to participate in a variety of kind of work;
- Carrying out information and communications programs on contracting procedures and specific contract opportunities;
- The City of Hattiesburg established a contract goal to meet any portion of its overall goal does not project being able to meet using race-neutral means.

We estimate that, in meeting our overall goal of 1.2%, we will obtain 1.0% from race neutral and .2% through race conscious measures. Because of the lack of DBE firms and because of the procurement requirements germane to the City of Hattiesburg, the City of Hattiesburg will ensure that the DBE program continues to be tailored to overcome the effects of discrimination.

The following is a summary of the basis of our estimated breakout of race-neutral and race-conscious DBE participation:

The City of Hattiesburg will establish goals to determine race-neutral and race-conscious including the use of outside directories, census data and other related facts to determine relative availability.

The City of Hattiesburg will make an effort to collect data as a result of this program, will review performance data including race-neutral and race-conscious means and their effectiveness, and will participate in outreach meetings with both DBE's and non DBE's willing to participated in transit programs.

Contract Goals

The City of Hattiesburg shall use contract goals to meet any portion of the overall goal that City of Hattiesburg does not project being able to meet using race-neutral means. Contract goals are established so that, over the period to which the overall goal applies, they will cumulatively result in meeting any portion of City of Hattiesburg's overall goal that is not projected to be met through the use of race-neutral means. City of Hattiesburg shall establish contract goals only on those DOT-assisted contracts that have subcontracting possibilities. City of Hattiesburg need not establish a contract goal on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work.) We will express our contract goals as a percentage of the total amount of a DOT-assisted contract.

Section 26.53 Good Faith Efforts Procedures

Demonstration of good faith efforts (26.53(a) & (c). The obligation of the bidder/offeror is to make good faith efforts. The bidder/offeror can demonstrate that it has done so either by meeting the contract goal or documenting good faith efforts. Examples of good faith efforts are found in **Appendix A to Part 26**. The Transit Administrator is responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as responsible.

The City of Hattiesburg shall ensure that all information is complete and accurate and adequately documents the bidder/offer's good faith efforts before it commits to the performance of the contract by the bidder/offeror. Information to be submitted (26.53(b))

The City of Hattiesburg treats bidder/offers' compliance with good faith efforts' requirements as a matter of responsibility.

Each solicitation for which a contract goal has been established shall require the bidders/offerors to submit the following information:

1. The names and addresses of DBE firms that will participate in the contract;
2. A description of the work that each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractors commitment and
6. If the contract goal is not met, evidence of good faith efforts.

Administrative reconsideration (26.53(d))

Within 10 days of being informed by the City of Hattiesburg that it is not responsible because it has not documented sufficient good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the City of Hattiesburg:

Andrew Ellard, Director

Urban Development

The City of Hattiesburg

P.O. Box 1898

Hattiesburg, MS 39403-1898

(Phone) 601-545-4609 (Fax) 601-544-0392

(Email) mpo@hattiesburgms.com

The Director of Urban Development will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts. As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with the MPO Division Manager to discuss the issue of whether it met the goal or made adequate good faith efforts to do. The MPO Division Manager shall send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Good Faith Efforts when a DBE is replaced on a contract (26.53(f))

The City of Hattiesburg shall require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. The City of Hattiesburg shall require the prime contractor to notify the DBE Liaison Officer immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation. In this situation, the city will require the prime contractor to obtain its prior approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts.

If the contractor fails or refuses to comply in the time specified, the City of Hattiesburg shall issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to

comply, the City of Hattiesburg may proceed with a breach of contract action pursuant to the terms of the contract and the laws of the State of Mississippi.

Sample Bid Specification:

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the City of Hattiesburg to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE contract goal of 1% percent has been established for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (Attachment 1), to meet the contract goal for DBE participation in the performance of this contract.

The bidder/offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) Written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (5) if the contract goal is not met, evidence of good faith efforts. This prime Contractor obligation can be met by completing Form 1 and Form 2 as found in **Attachment #6**.

Section 26.55 Counting DBE Participation

The City of Hattiesburg shall count DBE participation toward overall and contract goals as provided in 49 CFR 26.55.

SUBPART D – CERTIFICATION STANDARDS

Section 26.61 – 26.73 Certification Process

The City of Hattiesburg is a member of a Unified Certification Program (UCP) administered by the Mississippi Department of Transportation (MDOT) and will rely upon their certification procedures.

SUBPART E – CERTIFICATION PROCEDURES

Section 26.81 Unified Certification Programs

The City of Hattiesburg is a member of a Unified Certification Program (UCP) administered by the Mississippi Department of Transportation (MDOT). The UCP will meet all of the requirements of this section. This UCP can be found at **Attachment #8**.

Section 26.83 Procedures for Certification Decisions

Re-certifications 26.83(a) & (c) the City of Hattiesburg was not required to have a DBE program under former part 23 and therefore is not required to participate in any re-certifications. For firms that the City has certified or reviewed and found eligible under part 26, we will again review their eligibility every three (3) years. These reviews will include the following components:

1. Completion of new application, including Financial Statement(s)
2. Review of application and components "No Change" Affidavits and Notices of Change (26.83(j)) the City shall require all DBEs to inform it, in a written affidavit, of any change in its circumstances affecting its ability to meet size, disadvantaged status, ownership or control criteria of 49 CFR Part 26 or of any material changes in the information provided with the city's application for certification.

The City shall also require all owners of all DBEs the City has certified to submit, on the anniversary date of their certification, a "no change" affidavit meeting the requirements of 26.83(j). The test of this affidavit is the following:

I swear (or affirm) that there have been no changes in the circumstances of [name of DBE firm] affecting its ability to meet the size, disadvantaged status, ownership, or control requirements of 49 CFR part 26. There have been no material changes in the information provided with [name of DBE]'s application for certification, except for any changes about which you have provided written notice to the City under 26.83(j). [Name of firm] meets Small Business Administration (SBA) criteria for being a small business concern and its average annual gross receipts (as defined by SBA rules) over the firm's previous three fiscal years do not exceed \$16.6 million. The City shall require DBEs to submit with this affidavit documentation of the firm's size and gross receipts. The City shall notify all currently certified DBE firms of these obligations by mail on an annual basis. This notification will inform DBEs that to submit the "no change" affidavit, their owners must swear or affirm that they meet all regulatory requirements of part 26, including personal net worth. Likewise, if a firm's owner knows or should know that he or she, or the firm, fails to meet a part 26 eligibility requirement (e.g. personal net worth), the obligation to submit a notice of change applies.

Section 26.85 Denials of Initial Requests for Certification

If the City of Hattiesburg denies a firm's application or decertifies it, it may not reapply until 12 months have passed from the date of the denial.

Section 26.87 Removal of a DBE's Eligibility

In the event that the City of Hattiesburg proposes to remove a DBE's certification, it will follow procedures consistent with 26.87. **Attachment #9** to this program sets forth these procedures in detail. To ensure separation of functions in a de-certification, the City has determined that the Director of Urban Development will serve as the decision-maker in de-certification proceedings. The City has established an administrative "firewall" to ensure that the Director of Urban Development will not have participated in any way in the de-certification proceeding against the firm (including in the decision to initiate such a proceeding).

Section 26.89 Certification Appeals

Any firm or complainant may appeal the City of Hattiesburg decisions in certification matters to DOT. Such appeals may be sent to:

*U.S. Department of Transportation
Office of Civil Rights Certification Appeals Branch
1200 New Jersey Ave. SE
West Building, 7th Floor
Washington, D.C. 20590*

The City shall promptly implement any DOT certification appeal decisions affecting the eligibility of DBEs for our DOT-assisted contracting (e.g., certify a firm if DOT has determined that our denial of its application was erroneous).

SUBPART F – COMPLIANCE AND ENFORCEMENT

Section 26.109 Information, Confidentiality, Cooperation

The City of Hattiesburg shall safeguard from disclosure to third parties information that may reasonably be regarded as confidential business information, consistent with Federal, state, and local law. Notwithstanding any contrary provisions of state or local law, the City of Hattiesburg shall not release personal financial

information submitted in response to the personal net worth requirement to a third party (other than DOT) without the written consent of the submitter.

Monitoring Payments to DBEs

The City of Hattiesburg shall require prime contractors to maintain records and documents of payments to DBEs for three years following the performance of the contract. These records shall be made available for inspection upon request by any authorized representative of the City or DOT. This reporting requirement also extends to any certified DBE subcontractor. The City shall perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation.

DBE PROGRAM Attachments

All DBE Program Attachments, included in the City's adopted DBE Program, are incorporated here by reference, and are accessible by contacting the DBE Liaison Officer and Director or Urban Development at 601-545-4675.

FORM 2: LETTER OF INTENT

Name of Bidder/Offeror Firm: __Neel-Schaffer, Inc_____

Mailing Address: _704 Hardy St____

Physical Address: _ 704 Hardy St_____

City: __ Hattiesburg _____ State: _MS__ ZipCode _39401_____-_____

Phone: (_601_)_545__-__1565__ Alt Phone: (_601_)_948_-__3071__

Description of work to be performed by DBE firm: Connetics Transportation Group, Inc. (CTG)

CTG will assist with the development of the transit master plan/

The Bidder/Offeror is committed to utilizing the above –named DBE firm for the work described above. The estimated dollar value of this work is \$31,250.00.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____
Signature

Printed Name: _____ Title: _____

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

[NOTE: This page must be submitted for each DBE subcontractor.]

FORM 2: LETTER OF INTENT

Name of Bidder/Offeror Firm: __Neel-Schaffer, Inc_____

Mailing Address: _704 Hardy St____

Physical Address: _ 704 Hardy St_____

City: __ Hattiesburg _____ State: _MS__ ZipCode _39401_____-_____

Phone: (_601_)_545__-__1565__ Alt Phone: (_601_)_948_-__3071__

Description of work to be performed by DBE firm: Beyond Communications, LLC

Beyond Communications will assist with public and stakeholder outreach for this project.

The Bidder/Offeror is committed to utilizing the above –named DBE firm for the work described above. The estimated dollar value of this work is \$12,500.00.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____
Signature

Printed Name: _____ Title: _____

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

[NOTE: This page must be submitted for each DBE subcontractor.]

30. RESERVED

31. **Incorporation of Federal Transit Administration (FTA) Terms (FTA Circular 4220.1E)**

Applicability to Contracts

The incorporation of FTA terms applies to all contracts.

Flow Down

The incorporation of FTA terms has unlimited flow down.

Model Clause/Language

FTA has developed the following incorporation of terms language:

Incorporation of Federal Transit Administration (FTA) Terms – The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control, in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any [name of grantee] to be in violation of the FTA terms and conditions.

32. **FTA Drug and Alcohol Policy (49 U.S.C. §5331, 49 CFR Parts 653 and 654) N/A for this contract**

Applicability to Contracts

The Drug and Alcohol testing provisions apply to Operational Service Contracts.

Flow Down

Anyone who performs a safety-sensitive function for the recipient or Subrecipient is required to comply with 49 CFR 653 and 654, with certain exceptions for contracts involving maintenance services. Maintenance contractors for non-urbanized area formula program grantees are not subject to the rules. Also, the rules do not apply to maintenance subcontractors.

Model Clause/Language

Introduction

FTA's drug and alcohol rules, 49 CFR 653 and 654, respectively are unique among the regulations issued by FTA. First, they require recipients to ensure that any entity performing a safety-sensitive function on the recipient's behalf (usually subrecipients and/or contractors) implement a complex drug and alcohol testing program that complies with Parts 653 and 654. Second, the rules condition the recipient of certain kinds of FTA funding on the recipient's

compliance with the rules; thus, the recipient is not in compliance with the rules, unless every entity that performs a safety-sensitive function on the recipient's behalf is in compliance with the rules. Third, the rules do not specify how a recipient ensures that its subrecipients and/or contractors comply with them.

How a recipient does so depends upon several factors, including whether the Contractor is covered independently by the drug and alcohol rules of another Department of Transportation operating administration, the nature of the relationship that the recipient has with the Contractor, and the financial resource available to the recipient to oversee the Contractor's drug and alcohol testing program. In short, there are a variety of ways a recipient can ensure that its sub-recipients and contractors comply with the rules.

Therefore, FTA has developed three model contract provisions for recipients to use "as is" or to modify to fit their particular situations.

Explanation of Model Contract Clauses

Under Option 1, the recipient ensures the Contractor's compliance with the rules, by requiring the Contractor to participate in a drug and alcohol program administered by the recipient. The advantages of doing this are obvious: the recipient maintains total control over its compliance with 49 CFR 653 and 654. The disadvantage is that the recipient, which may not directly employ any safety-sensitive employees, has to implement a complex testing program. Therefore, this may be a practical option only for those recipients which have a testing program for their employees, and can add the contractor's safety-sensitive employees to that program.

Under Option 2, the recipient relies on the Contractor to implement a drug and alcohol testing program that complies with 49 CFR 653 and 654 but retains the ability to monitor the Contractor's testing program; thus, the recipient has less control over its compliance with the drug and alcohol testing rules than it does under Option 1. The advantage of this approach is that it places the responsibility for complying with the rules on the entity that is actually performing the safety-sensitive function. Moreover, it reserves to the recipient the power to ensure that the Contractor complies with the program. The disadvantage of Option 2 is that without adequate monitoring of the Contractor's program, the recipient may find itself out of compliance with the rules.

Under Option 3, the recipient specifies some or all of the specific features of a Contractor's drug and alcohol compliance program. Thus, it requires the recipient to decide what it wants to do and how it wants to do it. The advantage of this option is that the recipient has more control over the Contractor's drug and alcohol testing program, yet it is not actually administering the testing program. The disadvantage is that the recipient has to specify and clearly understand what it wants to do and why.

Drug and Alcohol Testing – Option 1

The Contractor agrees to:

(a) Participate in (grantee's or recipient's) drug and alcohol program established in compliance with 49 CFR 653 and 654.

Drug and Alcohol Testing – Option 2

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Louisiana, or the City of Hattiesburg, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program, as required under 49 CFR Parts 653 and 654 and review the testing process. The Contractor agrees further to certify annually its compliance with Parts 653 and 654 before [insert date] and to submit the Management Information System (MIS) reports before [insert date] before March 15] to [insert title and address of person responsible for receiving information]. To certify compliance, the Contractor shall use the “Substance Abuse Certifications” in the Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements,” which is published annually in the Federal Register.

Drug and Alcohol Testing – Option 3

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Louisiana, or City of Hattiesburg, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program, as required under 49 CFR Parts 653 and 654 and review the testing process. The Contractor agrees further to certify annually its compliance with Parts 653 and 654 before [insert date] and to submit the Management Information System (MIS) reports before [insert date before March 15] to [insert title and address of person responsible for receiving information]. To certify compliance the Contractor shall use the “Substance Abuse Certifications’ in the “Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements,” which is published annually in the Federal Register. The Contractor agrees further to [Select a, b, or c] (a) submit before [insert date or upon request] a copy of the Policy Statement developed to implement its drug and alcohol testing program; OR (b) adopt [insert title of the Policy Statement the recipient wishes the Contractor to use] as its policy statement, as required under 49 CFR 653 and 654; OR (c) submit for review and approval before [insert date or upon request] a copy of its policy statement developed to implement its drug and alcohol testing program. In addition, the Contractor agrees to: [to be determined by the recipient, but may address such areas as: the selection of the certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium).



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, January 19, 2021

Re: Ratify and confirm the Mayor's appointment of Thomas W. Griffin, Jr (W3) to the Municipal Election Commission to fill the unexpired term of Steve Willis, for a term beginning January 19, 2021 and ending June 30, 2021.
File Number: 2021-42
Minute Book #

Summary

Ratify and confirm the Mayor's appointment of Thomas W. Griffin, Jr (W3) to the Municipal Election Commission to fill the unexpired term of Steve Willis, for a term beginning January 19, 2021 and ending June 30, 2021.

Recommendation Statement

Please place this on the January 19, 2021 City Council meeting for consideration.



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, January 19, 2021

Re: Ratify and confirm the Mayor's appointment of Michael Marks (W5) to the Municipal Election Commission to fill the unexpired term of Kimberly-Joy Miri , for a term beginning January 19, 2021 and ending June 30, 2021.

File Number: 2021-43
Minute Book #

Summary

Ratify and confirm the Mayor's appointment of Michael Marks (W5) to the Municipal Election Commission to fill the unexpired term of Kimberly-Joy Miri , for a term beginning January 19, 2021 and ending June 30, 2021.

Recommendation Statement

Please place this on the January 19, 2021 City Council meeting for consideration.

MICHAEL MARKS BIO

Michael Marks is a former Mississippi Teacher of the Year, National Milken Educator and America's Outstanding Teacher of the Performing Arts, currently serving as Executive Director of the Hattiesburg Public School District Foundation.

Instructor of theatre for over 20 years at Hattiesburg High School, he directed over 50 productions including *The Wiz*, which played at The International Theatre Festival in Edinburgh, Scotland. Under his direction, Music Theatre International selected HHS as America's Best High School Performing Arts Department. His theatre students have originated roles in national shows from Broadway's *Hairspray* to Marvel's *Black Panther* to *NCIS: New Orleans*. HHS Thespians became the first high school in America to establish a chapter of Equity Fights AIDS on its campus.

As debate coach at Hattiesburg high School, he qualified students to national tournaments in every event. His mock trial teams claimed 8 state championships and as many Top Ten finishes in national competition. He served on the Deep South District Committee, chaired The Mississippi District, and served as a national parliamentarian for the National Forensic League (now National Speech and Debate Association), and founded the Biloxi Catholic Forensic League.

As a playwright, his Hattiesburg High School docudrama *The Katrina Project: Hell and High Water* toured the continental United States, including a performance in Dallas at the National Forensics League Tournament; enjoyed a command performance for Congress; and received the NEA's National Human and Civil Rights award. The show was recently revived for the 10th Anniversary of Hurricane Katrina and to date has generated over \$400,000 in relief benefits for natural disaster victims in our country.

As former president of The Mississippi Association of Educators, he once negotiated a 36% pay raise for his state's educators. As former Executive Officer of the 3.3 million-member National Education Association, he was responsible for the National Read Across America Program. He represented America at The Education International Conference in Berlin, keynoted the India Teachers Conference and championed diversity via workshops he presented in Barbados. In addition, he served as National Treasurer of The National Board for Professional Teaching Standards and chairs the Hattiesburg Mayoral Health Council. He also chaired the National Task Force on Early Childhood Education and Sales & Marketing Professionals' Pinnacle Awards.

A founding director and former President of The Miss Mississippi Pageant Local Directors Association, he holds the distinction of having his contestant win the state title for a record 4 times. In addition, he directed the Miss Mississippi Troupe and served as talent coach for Mississippi's last national winner. In addition to a Miss America title, his former students have also included an America's Junior Miss (now America's Distinguished Young Woman) and Miss Teen of America.

When funding was recently cut from the Hattiesburg High School Debate Team, he organized *Speak Up, Hattiesburg*, a community-built coalition that raised \$16K to keep the speech and debate team on the road. Speech and Debate coaches from across the country recognized his efforts with their Josephine Dukes National Teacher of the Year distinction. A member of the Public Relations Association of Mississippi, he is co-author of the book, *Katrina: Ten Years After* and serves as a director on the boards for Downtown Hattiesburg, Family Y of Southeast Mississippi, Partners for the Arts, Mississippi Miss Hospitality Competition and is Secretary of the Pine Belt Foundation and CEO for the educational and arts consulting firm Stage, Style & Study, LLC.

For his exceptional community service, he received the Martin Luther King, Jr. Award from his alma mater, The University of Southern Mississippi. He is a former principal of Mississippi's ADEPT Dropout Recovery School, former Public Relations Coordinator at Forrest General Hospital in Hattiesburg, and recently raised thousands of dollars for Hattiesburg Public School District student scholarships, teacher grants and early childhood education, as chair of the Hattiesburg Hall of Fame.

Link to Marks' Keynote/MLK Day at USM: <https://www.youtube.com/watch?v=zj5s57fGDpQ>



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc:
Date: Tuesday, January 19, 2021
Re: Extend state of emergency for an additional 30 days resulting from the pandemic event (COVID-19) that occurred on or about March 13, 2020.

File Number: 2021-31
Minute Book #MB 2020-354 / Extended

Summary

Recommendation Statement

Please place this on the January 19, 2021 City Council meeting for consideration.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Cecilia Jones

cc: Kermas Eaton, City Clerk

Date: Tuesday, January 19, 2021

Re: Acknowledge receipt of Privilege Tax License Monthly Report for December 2020.
File Number: 2021-2
Minute Book #

Summary

Acknowledge receipt of Privilege Tax License Monthly Report for December 2020.

Recommendation Statement

Recommend acknowledgment of receipt of Privilege Tax License monthly report for December 2020.

Please place this on the January 19, 2021 City Council meeting for consideration.

PRIVILEGE LICENSE MONTHLY REPORT

12/01/2020 TO 12/31/2020

New Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name, & Address of Business</u>
LIC-02-20-018124	\$55.00		ORAL & MAXILLOFACIAL SURGERY CENTER P.A. 6284 HWY 98 W HATTIESBURG MS 39402
LIC-08-20-019388	\$45.00		EE EXPRESS 33 CROSSHILL HATTIESBURG MS 39402
LIC-08-20-019452	\$45.00		SOUTHERN FITT HEALTH & WELLNESS 130 AUGUSTINE DR HATTIESBURG MS 39401
LIC-10-20-019974	\$45.00		STANDARD OFFICE POWERED BY OEC 5317 OLD HWY 11 STE 15 HATTIESBURG MS 39402
LIC-10-20-020054	\$45.00		THE POUND CAKERY 108 HALL AV STE A & B HATTIESBURG MS 39401
LIC-10-20-020234	\$43.33		PAT'S BAR & GRILL 32 ARCHIE SMITH RD HATTIESBURG MS 39402
LIC-10-20-020235	\$13.75		PAT'S BAR & GRILL 6759 HWY 49 HATTIESBURG MS 39402
LIC-10-20-020281	\$45.00		HAUTE ADDICTION BOUTIQUE & BEAUTY BAR 32 C. MARSHALL RD HATTIESBURG MS 39401
LIC-11-20-020381	\$20.00		DEAKLE-JOHNSON LAW FIRM P O BOX 2072 HATTIESBURG MS 39403
LIC-11-20-020397	\$55.00		AMAZON 1000 W 63RD ST HATTIESBURG MS 39401
LIC-11-20-020428	\$50.00		XHALE TOBACCO & HOOKAH 4400 HARDY ST STE B8 HATTIESBURG MS 39402
LIC-11-20-020429	\$55.00		THE LOTUS DAY SPA AND SALON 221 W PINE ST HATTIESBURG MS 39402
LIC-11-20-020450	\$45.00		BRAIDS BY TEE STUDIO 5914 HWY 49 STE 30 HATTIESBURG MS 39401
LIC-11-20-020457	\$45.00		EASTSIDE FURNITURE & MATTRESS 112 WELLINGTON CIR HATTIESBURG MS 39402
LIC-12-20-020494	\$20.00		GREEN EARTH COMMERCIAL CONTRACTING COMPANY 3825 W HENDERSON BLVD STE 403 TAMPA FL 33629
LIC-12-20-020507	\$20.00		CAPITOL BUILDERS REMODELING 17 COUNTRY CLUB RD LAUREL MS 39940

LIC-12-20-020537	\$45.00	SMOKE SHOP 1231 N MAIN ST HATTIESBURG MS 39401
LIC-12-20-020569	\$20.00	SAINTS OR SINNERS BOUTIQUE 15 OLD AIRPORT RD APT 204 HATTIESBURG MS 39401
LIC-12-20-020577	\$45.00	Holy Smoke Southern Style Cuisine 2611 W 7TH ST HATTIESBURG MS 39401
LIC-12-20-020585	\$30.00	HOWARD JOHNSON INN 309 S 16TH AV LAUREL MS 39440
LIC-12-20-020586	\$10.00	HOWARD JOHNSON INN 6541 HWY 49 HATTIESBURG MS 39401
LIC-12-20-020597	\$20.00	VOLUPTUOUS LADIES, LLC 103 FOXFIRE DR APT. 2 HATTIESBURG MS 39401
LIC-12-20-020624	\$48.00	CODARAY CONSTRUCTION 110 S 37TH AV STE 14 HATTIESBURG MS 39402
LIC-12-20-020635	\$0.00	DON CHUY'S MEXICAN GRILL & BAR 10 KENDALL CIR PURVIS MS 39475
LIC-12-20-020669	\$20.00	TRC TRUCKING 709 TATUM RD HATTIESBURG MS 39401
LIC-12-20-020671	\$0.00	J & K TAX FIRM 2410 LINCOLN RD HATTIESBURG MS 39402

26

\$885.08

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name, & Address of Business</u>
LIC-12-20-020474	\$20.00		CRAFT AUTO SALES LLC 909 E HARDY STREET HATTIESBURG MS
LIC-12-20-020475	\$30.00		CRAFT AUTO SALES 1908 W PINE STREET HATTIESBURG MS
LIC-12-20-020476	\$20.00		A 1 AUTO SALES 5122 HIGHWAY 42 HATTIESBURG MS 39401
LIC-12-20-020477	\$20.00		SOUTHERN AUTO CREDIT, LLC 312 S 25TH AV HATTIESBURG MS 39401
LIC-12-20-020478	\$20.00		BLUE DOLPHIN POOL SERVICE 500 CAMPBELL LOOP 60 HATTIESBURG MS 394010000
LIC-12-20-020479	\$20.00		GARNER LUMLEY ELECTRIC SUPPLY CO. 318 E PINE ST HATTIESBURG MS 39401
LIC-12-20-020480	\$20.00		CARLEY TRAILOR PARK PO BOX 16162 HATTIESBURG MS 394040000
LIC-12-20-020481	\$20.00		STATE FARM INSURANCE CO 6212 HWY 49 HATTIESBURG MS 39402

LIC-12-20-020482	\$40.00		MILLENNIUM MUSIC CENTER,LLC 2000 W PINE STREET HATTIESBURG MS 39401
LIC-12-20-020483	\$20.00		RIVER ROAD SAND & GRAVEL LLC 406 HEMPHILL STREET HATTIESBURG MS 39401-
LIC-12-20-020484	\$20.00		TAX MAX 1358 JACQUELINE DRIVE COLUMBUS GA 31907-
LIC-12-20-020485	\$20.00		SALON BAR 2855 -B OAK GROVE RD HATTIESBURG MS 39402
LIC-12-20-020486	\$20.00		JACKSON HEWITT TAX SERVICE 700 BROADWAY DR HATTIESBURG MS 39401
LIC-12-20-020487	\$20.00		JACKSON HEWITT TAX SERVICE 700 BROADWAY DR HATTIESBURG MS
LIC-12-20-020489	\$30.00		SUPERCUTS 6068 HIGHWAY 49 #4 HATTIESBURG MS 39402-
LIC-12-20-020490	\$0.00		COMCAST OF SOUTHERN MISSISSIPPI, INC 2100 LINCOLN ROAD HATTIESBURG MS 39401
LIC-12-20-020491	\$20.00	\$2.60	HATTIESBURG BALLROOM & BEYOND 208 W PINE STREET STE 110 HATTIESBURG MS 39401-
LIC-12-20-020493	\$20.00	\$2.80	TOBACCO DISCOUNT 5295 OLD HWY 11 STE 4 HATTIESBURG MS 39402-
LIC-12-20-020497	\$39.00		C B C RECOVERY, INC 1208 W PINE STREET HATTIESBURG MS 39401
LIC-12-20-020499	\$20.00		PRO TRAVEL INC. 2018 HARDY ST STE B HATTIESBURG MS 39401
LIC-12-20-020500	\$20.00		TOTAL FOOT CARE CLINIC PO BOX 16235 HATTIESBURG MS 39404-
LIC-12-20-020501	\$20.00		PINE BELT TROPHY AND AWARDS 905 HARDY STREET 104 HATTIESBURG MS
LIC-12-20-020502	\$25.00		ACCENTS AT MIDTOWN 109 S 31ST AV STE 50 HATTIESBURG MS 39401
LIC-12-20-020503	\$20.00	\$3.00	JACKSON BEAUTY & BARBER 700 HALL AVENUE HATTIESBURG MS 39401
LIC-12-20-020504	\$20.00		UNIVERSITY TIRE & SERVICE CENTER 107 S 40TH AVENUE HATTIESBURG MS
LIC-12-20-020506	\$70.00		MAGNOLIA INSULATION 35 BLACKWELL BLVD HATTIESBURG MS
LIC-12-20-020508	\$20.00		EDDIE STEPNEY JANITORIAL SERVICE 307 MAGNOLIA AVENUE HATTIESBURG MS 39401-

LIC-12-20-020509	\$20.00	\$2.20	CLIFF'S QUICK LUBE & AUTO REPAIR 6100 HWY 49 HATTIESBURG MS 39401
LIC-12-20-020510	\$20.00		REVOLUTION FITNESS, LLC 14 LAMAR BOULEVARD HATTIESBURG MS 39402-
LIC-12-20-020511	\$40.00		BOOT COUNTRY, LLC 6467 HIGHWAY 49 HATTIESBURG MS
LIC-12-20-020512	\$20.00		SHIYOU LAW FIRM 301 W PINE STREET HATTIESBURG MS 39401-
LIC-12-20-020513	\$20.00		A PLUS VINYL 4700 HARDY ST STE R HATTIESBURG MS 39402
LIC-12-20-020514	\$20.00		FURNITURE DIRECT 32 CHAPEL HILL BOULEVARD HATTIESBURG MS 39402
LIC-12-20-020515	\$30.00		NEWK'S EXPRESS CAFE PO BOX 2018 GRENADA MS 389022018
LIC-12-20-020516	\$20.00		CMF REALTY 1820 FULLER ST HATTIESBURG MS 39401
LIC-12-20-020517	\$20.00	\$3.00	AIR MAINTENANCE INC. PO BOX 18587 HATTIESBURG MS 39404-
LIC-12-20-020518	\$20.00		JERRY'S CATERING 310 HALL AVENUE HATTIESBURG MS 39401
LIC-12-20-020519	\$30.00		S.T.R.Y.V.E INC. 2810 EDWARDS ST HATTIESBURG MS 39401
LIC-12-20-020521	\$30.00		STEEN INVESTMENT GROUP, INC. PO BOX 1747 HATTIESBURG MS 39403
LIC-12-20-020522	\$50.00		ZUMIEZ INC. # 696 4001 204TH ST SW LYNNWOOD WA 98036
LIC-12-20-020523	\$25.00		JEFCOAT FENCE CO. INC OF HATTIESBURG 5268 OLD HWY 42 HATTIESBURG MS 39401
LIC-12-20-020524	\$60.00		MCDONALD'S 44 GOLF CLUB RD HATTIESBURG MS 39402
LIC-12-20-020525	\$20.00		HICKS LAW FIRM, PLLC 211 S 29TH AVENUE HATTIESBURG MS 39401-
LIC-12-20-020526	\$20.00		UNDERWOOD OUTDOOR POWER INC 5566 OLD HWY 42 HATTIESBURG MS 39401-
LIC-12-20-020527	\$20.00		VITAMINS PLUS, LLC 427 WEATHERSBY ROAD HATTIESBURG MS 39402
LIC-12-20-020528	\$20.00		A-I REALTY LP PO BOX 307 HATTIESBURG MS 394030000

LIC-12-20-020529	\$20.00		WHITACRE LAW, P.L.L.C. 107 W PINE ST HATTIESBURG MS 39401
LIC-12-20-020530	\$40.00	\$4.40	HANGER CLINIC 6086 HWY 49 HATTIESBURG MS 39401
LIC-12-20-020531	\$20.00	\$2.80	PROFESSIONAL TAX GROUP, LLC 206 S 28TH AV HATTIESBURG MS 39401
LIC-12-20-020532	\$20.00	\$2.80	QUALITY CARE HOME HEALTH 206 S 28TH AV HATTIESBURG MS 39401
LIC-12-20-020534	\$10.00		ECOATM, LLC 10121 BARNES CANYON RD SAN DIEGO CA 92121
LIC-12-20-020535	\$10.00		ECOATM, LLC 6072 HWY 98 HATTIESBURG MS 39401-
LIC-12-20-020536	\$20.00	\$2.40	HUB CITY TATTOO 329 VENETION WAY HATTIESBURG MS 39401
LIC-12-20-020538	\$30.00		POPEYES #10 6623 HWY 49 HATTIESBURG MS 39401
LIC-12-20-020539	\$30.00		LOWREY, ERIK M. PA. 525 CORINNE STREET HATTIESBURG MS 39401-
LIC-12-20-020540	\$20.00		GREAT SOUTHERN NATIONAL BANK 5308 HWY 42 N HATTIESBURG MS 39401
LIC-12-20-020541	\$30.00		GREAT SOUTHERN NATIONAL BANK PO BOX 1799 HATTIESBURG MS 394020000
LIC-12-20-020542	\$30.00		MCLEOD & ASSOCIATES, P.A. 10 PROFESSIONAL PARKWAY HATTIESBURG MS 39402-
LIC-12-20-020543	\$30.00	\$3.90	CASA JALISCO MEXICAN 4400 HARDY ST HATTIESBURG MS 39402
LIC-12-20-020544	\$15.00	\$7.50	CASA JALISCO MEXICAN 4400 HARDY ST HATTIESBURG MS 39402
LIC-12-20-020545	\$60.00		SONIC DRIVE-IN OF HATTIESBURG,LLC 3700 W 4TH STREET HATTIESBURG MS
LIC-12-20-020546	\$20.00		KUTZ BY GREG 4004 O'FERRAL STREET HATTIESBURG MS
LIC-12-20-020547	\$20.00		COLLEGE TOWN ESCAPE ROOMS 2206 HARDY ST HATTIESBURG MS 39401
LIC-12-20-020548	\$30.00		W. S. "RED" HANCOCK, INC P O BOX 207 BENTONIA MS 39040-
LIC-12-20-020549	\$20.00		WILLIE B. SIMS, JR. CPA 908 BROADWAY DR HATTIESBURG MS

LIC-12-20-020550	\$20.00		GLADDEN LAW OFFICE 15 TROON CIR HATTIESBURG MS 39401
LIC-12-20-020552	\$20.00	\$3.80	HEAVENLY ANGELS CARE GIVING SERVICES 607 DUKE AV HATTIESBURG MS 39401
LIC-12-20-020554	\$30.00		JORDAN BROTHERS PLUMBING 53 RIVER DR HATTIESBURG MS 394014000
LIC-12-20-020555	\$20.00		HALL-FAIRLEY FUNERAL SERVICES 710 HALL AVENUE HATTIESBURG MS 39401-
LIC-12-20-020556	\$30.00		TONY CHINA EXPRESS, INC 3407 HARDY STREET HATTIESBURG MS 39402-1502
LIC-12-20-020557	\$20.00		BLONDIE TOO 5215 OLD HWY 11 STE 82 HATTIESBURG MS 39402
LIC-12-20-020558	\$45.00		REDBOX AUTOMATED RETAIL, LLC ONE TOWER LANE LN STE 900 OAKBROOK TERRACE IL 60181
LIC-12-20-020559	\$45.00		REDBOX AUTOMATED RETAIL, LLC ONE TOWER LANE LN OAK TERRACE IL 60181
LIC-12-20-020560	\$45.00		REDBOX AUTOMATED RETAIL, LLC ONE TOWER LANE 1200 OAKBROOK TERRACE IL 60181
LIC-12-20-020561	\$90.00		REDBOX AUTOMATED RETAIL, LLC ONE TOWER LN 900 OAKBROOK TERRACE IL 601810000
LIC-12-20-020562	\$45.00		REDBOX AUTOMATED RETAIL, LLC ONE TOWER LN 900 OAKBROOK TERRACE IL 601810000
LIC-12-20-020563	\$90.00		REDBOX AUTOMATED RETAIL, LLC ONE TOWER LN STE 900 OAKBROOK TERRACE IL 60181
LIC-12-20-020564	\$50.00		LANE BRYANT #4813, INC P.O. BOX 165001 DULUTH MN 55816
LIC-12-20-020565	\$150.00		HIBBETT SPORTS #69 1000 TURTLE CREEK DR STE 680 HATTIESBURG MS 39402
LIC-12-20-020568	\$30.00		R.S. ALLEN CONSTRUCTION CO. INC. 125 MONARCH BLVD HATTIESBURG MS 39402
LIC-12-20-020570	\$20.00	\$2.20	BY-PASS VARIETY 5448 OLD HIGHWAY 42 BYPASS HATTIESBURG MS 39401-
LIC-12-20-020571	\$30.00		HOWARD CHRISTIAN CHILDREN CENTER LLP 410 SOUTHERN AV HATTIESBURG MS 39401
LIC-12-20-020572	\$66.00		L & A CONTRACTING CO. 100 SIMS RD HATTIESBURG MS 39402
LIC-12-20-020573	\$30.00		SMILE TIME FAMILY DENTISTRY PA 106 S 21ST AVENUE HATTIESBURG MS 39401-

LIC-12-20-020574	\$20.00		THE ROLLINS LAW FIRM, PLLC 702 W PINE STREET ST HATTIESBURG MS 39401
LIC-12-20-020575	\$440.00	\$48.40	NAPA AUTO PARTS OF HATTIESBURG 7068 US 49 HATTIESBURG MS 39401
LIC-12-20-020578	\$20.00	\$2.40	LIFE CHANGING CENTER DEVELOPMENT 120 BARKLEY ROAD HATTIESBURG MS 39401-
LIC-12-20-020579	\$20.00	\$2.20	LIFE CHANGING CENTER 120 BARKLEY ROAD HATTIESBURG MS 39401-
LIC-12-20-020580	\$20.00		KUT UPZ BEAUTY & BARBER 6086 HWY 98 W STE A & B HATTIESBURG MS 39402
LIC-12-20-020581	\$75.00		HOMECHOICE HEALTH SERVICES - HATTIESBURG 22 MILBRANCH RD STE 100 HATTIESBURG MS 394021594
LIC-12-20-020582	\$20.00	\$2.20	AMERICAN AUTO 1500 W PINE ST HATTIESBURG MS
LIC-12-20-020587	\$90.00		THE FIRST NATIONAL BANKING ASSOC. PO BOX 15549 HATTIESBURG MS 394040000
LIC-12-20-020588	\$20.00		PINE BELT CDJR, INC. 401 BROADWAY DR HATTIESBURG MS 39401
LIC-12-20-020589	\$30.00	\$3.60	MARC JONES LLC 22171 MCH RD MANDEVILLE LA 70471
LIC-12-20-020590	\$20.00		AUTO MAX, INC. 5302 HIGHWAY 42 HATTIESBURG MS 39401
LIC-12-20-020591	\$45.00		JOHNSON CONTROLS SECURITY SOLUTIONS LLC 181 DAVIS JOHNSON DR STE C HATTIESBURG MS 39402-
LIC-12-20-020592	\$30.00		TACO BELL #4760 4908 HARDY STREET HATTIESBURG MS 39401
LIC-12-20-020593	\$20.00		GANDY ELECTRIC 220 GANDY AV HATTIESBURG MS 39401
LIC-12-20-020595	\$30.00		TACO BELL #1898 2407 HARDY STREET HATTIESBURG MS
LIC-12-20-020596	\$20.00		RATCLIFF AUTOMOTIVE SERVICE 600 E PINE STREET HATTIESBURG MS 394010000
LIC-12-20-020598	\$20.00	\$3.20	INLAND MANAGEMENT, LLC 3700 HARDY ST STE 10 HATTIESBURG MS 39402
LIC-12-20-020599	\$20.00		N-A FLASH NAILS 3814 W 4TH ST STE 20 HATTIESBURG MS 39402
LIC-12-20-020600	\$40.00		JIMMY JAZZ 1000 TURTLE CREEK DRIVE STE 730 HATTIESBURG MS

LIC-12-20-020601	\$50.00		DOLLAR TREE #345 500 VOLVO PARKWAY CHESAPEAKE VA 233201604
LIC-12-20-020606	\$20.00		STORAGE CHOICE HATTIESBURG LLC 70 OLD RAWL SPRINGS LOOP ROAD HATTIESBURG MS 394020000
LIC-12-20-020609	\$36.00		BEST WESTERN PREMIER INN 309 S 16TH AVENUE LAUREL MS 39440-
LIC-12-20-020610	\$20.00		SAGE DEN LLC 220 MOBILE STREET ST HATTIESBURG MS 39401
LIC-12-20-020612	\$500.00		SOUTHERN PAWN, INC. 201 S 40TH AVENUE HATTIESBURG MS 39402-
LIC-12-20-020613	\$100.00		SOUTHERN PAWN, INC. 201 S 40TH AVENUE HATTIESBURG MS 39402-
LIC-12-20-020614	\$80.00		GREEN BAY CONVERTING, INC 1400 JAMES STREET HATTIESBURG MS 39401
LIC-12-20-020615	\$20.00		THE HOPE CENTER 2013 HARDY ST HATTIESBURG MS 39401
LIC-12-20-020619	\$20.00		AIRPORT AUTO SERVICES 456 JM TATUM INDUSTRIAL DRIVE HATTIESBURG MS 39401
LIC-12-20-020622	\$93.00		CITY GEAR #6020 1000 TURTLE CREEK STE 15 HATTIESBURG MS 39402-
LIC-12-20-020623	\$25.00		KIDS MARKET OF MS, LLC 33 SAINT CHARLES AV HATTIESBURG MS 39402
LIC-12-20-020626	\$10.00		RNR TIRE EXPRESS 3436 MAIN ST MOSS POINT MS 39563
LIC-12-20-020627	\$36.00		PANDA EXPRESS #2553 6129 HWY 98 HATTIESBURG MS 39403
LIC-12-20-020629	\$50.00		KIRKLANDS #469 5310 MARYLAND WAY BRENTWOOD TN 37027-
LIC-12-20-020633	\$20.00	\$2.80	PIEDMONT PARK APARTMENTS 78 WISTERIA DRIVE HATTIESBURG MS 39401-
LIC-12-20-020634	\$20.00	\$2.80	PARK PINES APARTMENTS 447 WILLIAM CAREY PKWY HATTIESBURG MS 39401-
LIC-12-20-020636	\$25.00		T-MOBILE #426 6136 HIGHWAY 98 102 HATTIESBURG MS
LIC-12-20-020640	\$30.00		TERRY'S BACKHOE & TREE SERVICE LLC 90 L J FARM RD PETAL MS 39465
LIC-12-20-020642	\$45.00		JOHNNY'S WRECKER SERVICE 1615 HIGHWAY 11 BYPASS HATTIESBURG MS

LIC-12-20-020643	\$60.00	SMITH BROS COLLISION CENTER 32 KING ROAD HATTIESBURG MS 39402-
LIC-12-20-020644	\$20.00	GOLDEN EAGLE SELF STORAGE 6497 HWY 98 HATTIESBURG MS 39402-
LIC-12-20-020645	\$20.00	DAVIS-MORRIS LAW FIRM, P.A. 806 W PINE STREET HATTIESBURG MS 39401
LIC-12-20-020646	\$129.00	DOSSETT GMC CADILLAC 1026 W PINE STREET HATTIESBURG MS 39401
LIC-12-20-020647	\$20.00	BOBBY'S MUFFLER & BRAKE SHOP 806 E 63RD STREET HATTIESBURG MS 39401
LIC-12-20-020648	\$20.00	5 STAR NUTRITION 8500 SHOAL CREEK BLVD BLDG 4 STE 150 AUSTIN TX 78757
LIC-12-20-020649	\$20.00	CARROLL JEWELRY CO. 3702-3 HARDY ST HATTIESBURG MS 39402
LIC-12-20-020650	\$20.00	EDWARDS STREET COIN OPERATED LAUNDRY 1807 EDWARDS STREET HATTIESBURG MS 39401
LIC-12-20-020651	\$30.00	MASSAGE ENVY SPA 6169 HWY 98 W STE 40 HATTIESBURG MS 39402
LIC-12-20-020652	\$30.00	BROADWAY MOTORS 1920 W PINE STREET HATTIESBURG MS 39401
LIC-12-20-020653	\$25.00	GROVE TRANSPORTATION 1721 HARDY STREET HATTIESBURG MS 39401-
LIC-12-20-020654	\$30.00	MEADOWS ELECTRICAL CONTRACTING, INC 818 HOLCOMBE AV MOBILE AL 36606
LIC-12-20-020655	\$30.00	MDA CONSTRUCTION SERVICES, LLC 22 MILLBRANCH RD STE 600 HATTIESBURG MS 39401
LIC-12-20-020656	\$20.00	FREEMAN'S ARTS & CRAFTS 246 OLD AIRPORT ROAD HATTIESBURG MS 394010000
LIC-12-20-020657	\$69.00	BRADY ELECTRIC, INC 510 ELLISVILLE BOULEVARD LAUREL MS 394400000
LIC-12-20-020659	\$20.00	LABOR FINDERS INC. 1950 LINCOLN RD STE 120-130 HATTIESBURG MS 39402
LIC-12-20-020660	\$20.00	JACKSON HEWITT TAX SERVICE 3801 W 4TH STREET HATTIESBURG MS 39401
LIC-12-20-020661	\$20.00	TOP NOTCH EMBROIDERY & PRINTING 1403 ADELINE ST HATTIESBURG MS 39401
LIC-12-20-020662	\$20.00	AB SUPPORT SERVICES , LLC 5891 HWY 49 STE 60 BOX 122 HATTIESBURG MS 39402

LIC-12-20-020663	\$30.00		DELUXE INN 900 BROADWAY DRIVE HATTIESBURG MS 39401
LIC-12-20-020664	\$20.00		WHITFIELD HEATING & AIR, INC 75 CRYSTAL CREEK HATTIESBURG MS 39402-
LIC-12-20-020665	\$20.00		THE GLASS MEDIC 428 MAPLE STREET HATTIESBURG MS 39401-
LIC-12-20-020666	\$30.00		PERKINS AND WILLIAMSON ARCHITECTURE PLLC 4200 MAMIE STREET STE 210 HATTIESBURG MS 39402-
LIC-12-20-020667	\$129.00		THE FIRST, A NATIONAL BANKING ASSOC. 6480 HIGHWAY 98 HATTIESBURG MS 39402
LIC-12-20-020668	\$20.00		R.D. KIRKPATRICK 1302 VELMA AVENUE HATTIESBURG MS 39402-
LIC-12-20-020670	\$20.00		GRESHAM CONSTRUCTION 962 HWY 42 SUMRALL MS 39482
LIC-12-20-020672	\$30.00		SOUTHWEST THEATERS- TURTLE CREEK 9 1000 TURTLE CREEK DRIVE 5 HATTIESBURG MS 39402-
LIC-12-20-020673	\$20.00		MCELHANEY PLUMBING INC. 501 W LAUREL AVENUE HATTIESBURG MS 39401
LIC-12-20-020674	\$80.00		F-S PRESTRESS, LLC. PO BOX 15969 HATTIESBURG MS 394045969
LIC-12-20-020678	\$20.00		CLUTCH 28 MARKET CT STE #10 HATTIESBURG MS 39401
LIC-12-20-020680	\$0.00	\$0.00	EXPRESS CHECK ADVANCE OF MS, LLC PO BOX 3058 SPARTANBURG SC 293043058
LIC-12-20-020681	\$30.00	\$3.90	ADVANCE AMERICA #258 4600 HARDY STREET 6 HATTIESBURG MS 39402
LIC-12-20-020682	\$30.00		JOHN PACE BANK REPO & AS IS AUTOAUCTION 113 LUCAS ROAD SUMRALL MS 39482-
LIC-12-20-020683	\$20.00		FIXRITE HOME REPAIR LLC 104 CARRIE ROAD HATTIESBURG MS 39402-
LIC-12-20-020684	\$20.00		SOUTHERN HEAT & AIR 40 TIMBERLAND DR PURVIS MS 39475
LIC-12-20-020685	\$150.00		HOSPICE ADVANTAGE, LLC 120 S CENTRAL AV 400 CLAYTON MO 63105

158

\$5,982.00

\$114.90

Total Collection for December

New Licenses	\$885.08
Renewed Licenses	\$5,982.00
Penalties	\$114.90
Grand Total	\$6,981.98



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc: Cecilia Jones
Date: Tuesday, January 19, 2021
Re: Acknowledge Proof of Publications for the month of December 2020.
File Number: 2021-26
Minute Book #

Summary

Acknowledge Proof of Publications for the month of December 2020.

Recommendation Statement

Acknowledge acceptance of Proof of Publications for the month of December 2020.

Please place this on the January 19, 2021 City Council meeting for consideration.

Clarion Ledger

OR # 233544

Hattiesburg American

PART OF THE USA TODAY NETWORK

ACCOUNT NAME		ACCOUNT #	PAGE #
The City Of Hattiesburg		211698	1 of 1
INVOICE #	BILLING PERIOD	PAYMENT DUE DATE	
0003603974	Nov 1- Nov 30, 2020	December 20, 2020	
PREPAY (Memo Info)	UNAPPLIED (included in amt due)	TOTAL AMOUNT DUE	
\$0.00	\$0.00	\$86.70	
BILLING ACCOUNT NAME AND ADDRESS		BILLING INQUIRIES/ADDRESS CHANGES	FEDERAL ID
THE CITY OF HATTIESBURG CECILIA JONES PO BOX 1898 HATTIESBURG, MS 39403-1898 		1-877-736-7612 or smb@ccc.gannett.com	71-0004640
Terms and Conditions: Past due accounts are subject to interest at the rate of 18% per annum or the maximum legal rate (whichever is less). Advertiser claims for a credit related to rates incorrectly invoiced or paid must be submitted in writing to Publisher within 30 days of the invoice date or the claim will be waived. Any credit towards future advertising must be used within 30 days of issuance or the credit will be forfeited. All funds payable in US dollars.			

0000211698000000000000000036039740000867010983

Contact abgspecial@gannett.com to sign-up for the convenience of having your invoice e-mailed to you. Once signed up you can also enjoy the convenience of making online payments. Previous account number reference if needed: **C19347**.

Date	Description	Amount
11/1/20	Balance Forward	\$0.00

Package Advertising:

Start-End Date	Description	PO Number	Package Cost
10/29/20-11/5/20	0004418898 Request for Proposa	RFP Transi	\$86.70

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

Clarion Ledger**Hattiesburg American**

PART OF THE USA TODAY NETWORK

ACCOUNT NAME		PAYMENT DUE DATE		AMOUNT PAID	
The City Of Hattiesburg		December 20, 2020			
ACCOUNT NUMBER		INVOICE NUMBER			
211698		0003603974			
CURRENT DUE	30 DAYS PAST DUE	60 DAYS PAST DUE	90 DAYS PAST DUE	120+ DAYS PAST DUE	UNAPPLIED PAYMENTS
\$86.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
					TOTAL AMOUNT DUE
					\$86.70
REMITTANCE ADDRESS (Include Account# & Invoice# on check)			TO PAY WITH CREDIT CARD PLEASE FILL OUT BELOW:		
Clarion Ledger/Hattiesburg American P.O. Box 677577 Dallas, TX 75267-7577			☐ VISA ☐ MASTERCARD ☐ DISCOVER ☐ AMEX Card Number _____ Exp Date ____/____/____ CVV Code ____ Signature _____ Date _____		

0000211698000000000000000036039740000867010983

001094.6150

AFFIDAVIT OF PUBLICATION THE CLARION-LEDGER

TO: THE CITY OF HATTIESBURG
200 FORREST ST
HATTIESBURG, MS 39401
Acct# TCL-C19347

This is not an invoice

of Affidavits 2

Ad Number: 0004418898

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is a Legal Advertising Representative of The Clarion-Ledger, a newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

Was published in said newspaper in the issue(s) of:

10/29/2020, 11/05/2020

Size: 335 words / 1 col. x 55 lines

Published: 2 time(s)

Now due on said account is \$86.70

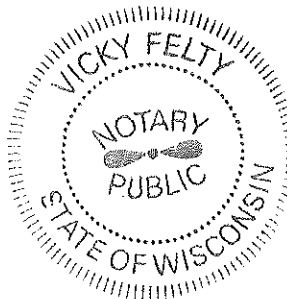
Signed _____
Authorized Clerk of The Clarion-Ledger

SWORN to and subscribed before me on November 05, 2020.

Notary Public. State of Wisconsin. County of Brown

My commission expires

(SEAL)



Request for Proposals
TRANSIT MASTER PLAN
RELEASE DATE: October 20, 2020
Planners, engineers, and other related professionals familiar with transportation and transit planning practices are requested to submit a proposal to provide professional services for the development of a Transit Master Plan for the Hattiesburg Urbanized Area.

The goal of the Transit Master Plan is to create short-, mid- and long-range plans for Hub City Transit, which provide for an effective and efficient system, taking into consideration a variety of possible transit types, available resources, and a data-driven approach toward system improvement. The intended outcome of this project is a planning document that considers the transportation demands and opportunities unique to the area, considers and applies transit options in addition to fixed route, and is immediately actionable. The deadline for Bidders to submit written questions for information and/or clarification is 3:00 PM on Thursday, November 19, 2020. All written questions received by this deadline will be answered in a written addendum.

The deadline for receipt of all submittals is 10:00 A.M. on Thursday, December 3, 2020.

The Request for Proposals application can be found on the MPO's website at www.hattiesburg.ms.com/mpo, www.hubcitytransit.com, or by email to aesters@hattiesburgms.com. Questions and answers will be posted on these same websites. Interested professionals should deliver six copies of proposals and one PDF version on a flash drive or CD by 10:00 a.m. on December 3, 2020 to:

Physical Address:
Office of the City Clerk
City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401
Mailing Address:
Office of the City Clerk
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403
10/29, 11/05/20

0004418898-01

HUB CITY SPOKES

A PUBLISHING COMPANY

NEWSPAPERS | MAGAZINES | DIGITAL

525 N. Main St. Suite C - Hattiesburg, MS

Mailing: P.O. Box 1110 - Hattiesburg, MS 39403

Bill To:

City of Hattiesburg

ATTN: Cecilia Jones

P.O. Box 1898

Hattiesburg, MS 39403-1898

Month Ending

Invoice #

12/31/2020

97098

SIGNATURE
MAGAZINE



THE Pine Belt NEWS

ATTENTION: We have a new address for submitting payments.

**Beginning immediately, please remit payments to:
HubCitySPOKES: P.O. Box 1110 - Hattiesburg, MS 39403-1110**

Due Date

P.O. No.

1/10/2021

Sales Rep

Tearsheets

H

Date	Description	Size of Ad	Total Inches	Rate	Publication	Amount
✓ 12/3/2020	Legal Notices 20 Cubic YD Loader	299 words		65.78		65.78
12/3/2020	Proof of Publication Fee			3.00		3.00
✓ 12/3/2020	Legal Notices - Small Tandem Dump truck	294 words		64.68		64.68
12/3/2020	Proof of Publication Fee			3.00		3.00
✓ 12/3/2020	Legal Notices - Knucke Boom	294 words		64.68		64.68
12/3/2020	Proof of Publication Fee			3.00		3.00
✓ 12/3/2020	Legal Notices - Ord 3280	276 words		33.12		33.12
12/3/2020	Proof of Publication Fee			3.00		3.00
✓ 12/3/2020	Legal Notices - Ord 3281	312 words		37.44		37.44
12/3/2020	Proof of Publication Fee			3.00		3.00
✓ 12/3/2020	Legal Notices Ord 3282	304 words		36.48		36.48
12/3/2020	Proof of Publication Fee			3.00		3.00
✓ 12/3/2020	Legal Notices - Resolution 2020-289	1020 words		122.40		122.40
12/3/2020	Proof of Publication Fee			3.00		3.00
✓ 12/17/2020	Legal Notices - Herbicide Spraying	209 words		45.98		45.98
12/17/2020	Proof of Publication Fee			3.00		3.00
✓ 12/17/2020	Legal Notices - NTB - Legal Adv	213 words		46.86		46.86
12/17/2020	Proof of Publication Fee			3.00		3.00
✓ 12/17/2020	Legal Notices - PN BOA Greg Bru	524 words		62.88		62.88
12/17/2020	Proof of Publication Fee			3.00		3.00
✓ 12/17/2020	Legal Notices - Public Hearing HPC Jan 2021	323 words		38.76		38.76
12/17/2020	Proof of Publication Fee			3.00		3.00
✓ 12/17/2020	Legal Notices - Christian J Gibbons	224 words	26.88	0.00		0.00

**Did you know we now offer a variety of HELP WANTED solutions?
Call us today at (601) 268-2331 for more details.**

Total

Payments/Credits

Phone #

Fax #

Questions? E-Mail:

(601) 268-2331

601-268-2965

accounting@HubCitySPOKES.com

Outstanding balances will incur a 1.5% service charge monthly, calculated from due date of invoice.

HUB CITY SPOKES

A PUBLISHING COMPANY

NEWSPAPERS | MAGAZINES | DIGITAL
525 N. Main St. Suite C - Hattiesburg, MS
Mailing: P.O. Box 1110 - Hattiesburg, MS 39403

Bill To:

City of Hattiesburg
ATTN: Cecilia Jones
P.O. Box 1898
Hattiesburg, MS 39403-1898

Month Ending	Invoice #
12/31/2020	97098



ATTENTION: We have a new address for submitting payments.

**Beginning immediately, please remit payments to:
HubCitySPOKES: P.O. Box 1110 - Hattiesburg, MS 39403-1110**

Due Date	P.O. No.
1/10/2021	
Sales Rep	Tearsheets
H	

Date	Description	Size of Ad	Total Inches	Rate	Publication	Amount
12/17/2020	Proof of Publication Fee			3.00		3.00
12/24/2020	Legal Notices - TIP Amendment	393 words		47.16		47.16
12/24/2020	Proof of Publication Fee			3.00		3.00
12/31/2020	Legal Notices - Appeal Public Hearing North Washington	210 words		25.20		25.20
12/31/2020	Proof of Publication Fee			3.00		3.00

Did you know we now offer a variety of HELP WANTED solutions?
Call us today at (601) 268-2331 for more details.

Total \$733.42

Payments/Credits \$0.00

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Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
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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: 299 Published 2 times

Date 1st Published: Nov 25 Amt: 35.88

Date 2nd Published: Dec 3 Amt: 29.90

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 65.78

Proof of Publication Fee: 3.00

TOTAL: 68.78

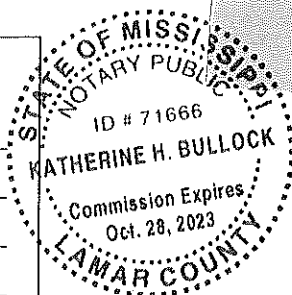
(signed) Christina Puice
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 3rd
day of December, 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 Cubic 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, 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.

ONE 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: Isi Kemas Eaton
CITY CLERK
Published November 25,
December 3, 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: 294 Published 2 times

Date 1st Published: Nov 25 Amt: 35.28

Date 2nd Published: Dec 3 Amt: 29.40

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 64.68

Proof of Publication Fee: 3.00

TOTAL: 67.68

(signed) Christina Pierce
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 10th
day of December, 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 - Knuckle Boom
- ☐ 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:

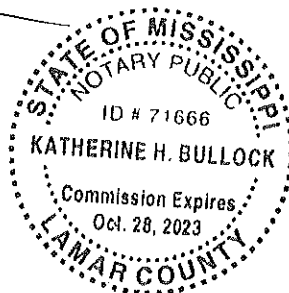
Proposals will be accepted until 10:00a.m. On Thursday, December 17, 2020, by electronic bid submission or in sealed envelopes at the Office of the City Clerk, 200 Forrest Street, Hattiesburg, MS 39401. Vendors must supply prices with their proposal. The bid form should be filled out and uploaded by 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 KNUCKLE BOOM. The above shall bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request. The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 17th day of November, 2020.
CITY OF HATTIESBURG
MISSISSIPPI
BY: /s/ Kemas Eaton
CITY CLERK
Published November 25,
December 3, 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: 294 Published 2 times
Date 1st Published: Nov 25 Amt: 35.28
Date 2nd Published: Dec 3 Amt: 29.40
Date 3rd Published: _____ Amt: _____
Date 4th Published: _____ Amt: _____
Date 5th Published: _____ Amt: _____
Subtotal Printer's Fee: 64.68
Proof of Publication Fee: 3.00
TOTAL: 67.68

(signed) Christina Price
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 10th
day of December, 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 - Small Tandem dump trk
☐ Invoice #: _____
☐ Inv. Cr/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, 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. Small Tandem Dump 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: /s/Kermas Eaton
CITY CLERK

Published November 25,
December 3, 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: Dec 3 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

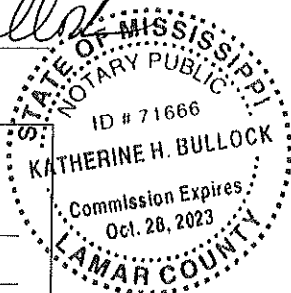
(signed) Christina Purce
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 17th
day of December, 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 - Ord 3281
- ☐ 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 matter contained in Ordinance No. 3281, duly adopted and approved by the City Council of the City of Hattiesburg on September 22, 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. 3281

AN ORDINANCE CLOSING AND VACATING AN UNNAMED ALLEY WHICH IS LOCATED SOUTH OF EAST PINE STREET, NORTH OF EAST FRONT STREET, AND TO THE WEST OF EVANS STREET (BETWEEN 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) THAT IS CURRENTLY PLATTED AND EXISTING IN THE CITY OF HATTIESBURG, MISSISSIPPI

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 Council Vice President Dryden and was adopted by the following roll call votes, to wit:

Yeas: George, Delgado (via teleconference), Carroll, Dryden and Brown
Absent: None

Nays: None

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the 22nd day of September, 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 22nd day of September, 2020.

ATTEST: /s/ Kemas Eaton,
City Clerk

APPROVED: /s/ Toby Barker,
Mayor
Published December 3, 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: Dec 3 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

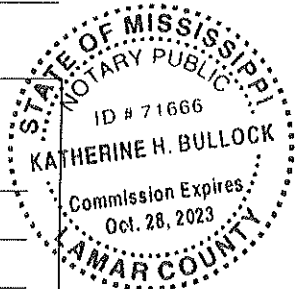
(signed) Christina Purice
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 17th
day of December, 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 - Ord 3282
- ☐ 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. 3282, duly adopted and approved by the City Council of the City of Hattiesburg on November 3, 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. 3282

AN ORDINANCE AMENDING CHAPTER 6, "BOARDS", OF THE CITY OF HATTIESBURG CODE OF ORDINANCES BY ADDING A NEW ARTICLE XXV; CREATING THE HATTIESBURG POLICE CITIZEN REVIEW BOARD; PROVIDING DEFINITIONS; PROVIDING DUTIES; PROVIDING FOR COMMUNITY ENGAGEMENT; PROVIDING FUNCTIONS; PROVIDING PROCEDURES RELATED TO CRITICAL INCIDENTS; PROVIDING CONFIDENTIALITY REQUIREMENTS; AND PROVIDING BOARD MEMBER APPOINTMENTS AND TERMS.

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 Brown and was adopted by the following roll call votes, to wit:

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

Absent: None

Nays: None

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the 3rd day of November, 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 3rd day of November, 2020.

ATTEST: /s/ Kemas Eaton, City Clerk

APPROVED: /s/ Toby Barker, Mayor
Published December 3, 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: 1020 Published 1 times

Date 1st Published: Dec 3 Amt: 122.40

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 122.40

Proof of Publication Fee: 3.00

TOTAL: 125.40

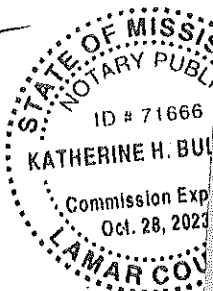
(signed) Christina Pierce
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 17th
day of December, 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 2020-289
- ☐ 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. 2020-289, duly adopted and approved by the City Council of the City of Hattiesburg on November 3, 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 Police Capital Outlay Unappropriated Fund Balance:

Original Balance: \$0; Cumulative Amendments: \$500,000; Amended Budget: \$500,000; Adjust budget for purchase of police cars.

Section 2. That the following budget amendments are hereby authorized to be made in the City's General Fund Police & Fire Training Other Services & Charges Unappropriated Fund Balance:

Original Balance: \$63,645; Cumulative Amendments: \$11,500; Amended Budget: \$75,145; Adjust budget for Fire Dept. training.

Section 3. That the following budget amendments are hereby authorized to be made in the City's General Fund Fire

Other Services & Charges Unappropriated Fund Balance:

Original Balance: \$282,109; Cumulative Amendments: \$60,000; Amended Budget: \$342,109; Adjust budget for fire halls' roof repairs.

Section 4. That the following budget amendments are hereby authorized to be made in the City's General Fund Public Services Other Services & Charges Unappropriated Fund Balance:

Original Balance: \$4,881,699; Cumulative Amendments: \$597,524; Amended Budget: \$5,479,223; Adjust budget for paving projects not completed in FY 2020.

Section 5. That the following budget amendments are hereby authorized to be made in the City's General Fund Public Services Capital Outlay Unappropriated Fund Balance:

Original Balance: \$803,850; Cumulative Amendments: \$1,065,000; Amended Budget: \$1,868,850; Adjust budget for equipment purchases.

Section 6. That the following budget amendments are hereby authorized to be made in the City's General Fund Economic Development Other Services & Charges Unappropriated Fund Balance:

Original Balance: \$305,000; Cumulative Amendments: \$910,791; Amended Budget: \$1,215,791; Budget for open purchase orders and unallocated CARES Act funds.

Section 7. That the following budget amendments are hereby authorized to be made in the City's General Fund Cemetery Capital Outlay Unappropriated Fund Balance:

Original Balance: \$76,200; Cumulative Amendments: \$30,000; Amended Budget: \$106,200; Budget for equipment purchase.

Section 8. That the following budget amendments are hereby authorized to be made in the City's Parks and Recreation Fund Capital Outlay

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: 276 Published 1 times

Date 1st Published: Dec 3 Amt: 33.12

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 33.12

Proof of Publication Fee: 3.00

TOTAL: 36.12

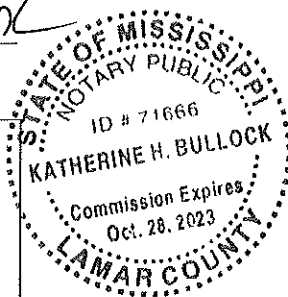
(signed) Christina Purice
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 17th
day of December, 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 - Ord 3280
- ☐ 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. 3280, duly adopted and approved by the City Council of the City of Hattiesburg on September 8, 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. 3280

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

BE IT ORDAINED BY THE MAYOR
AND COUNCIL OF THE CITY OF 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 Council Vice Presi-
dent Dryden, seconded by Councilmem-
ber 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 Ordi-
nance adopted, this the 8th day of
September, 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 8th
day of September, 2020.

ATTEST: /s/ Kemas Eaton,

City Clerk

APPROVED: /s/ Toby Barker,

Mayor

Published December 3, 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: 224 Published 1 times

Date 1st Published: Dec 17 Amt: 26.88

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 26.88

Proof of Publication Fee: 3.00

TOTAL: 29.88

(signed) Christina Purice
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 17th
day of December, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Katherine H Bullock

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Christian Joseph Gibbons, Owner, and Rion Snowden, Architect, as required in the Land Develop-

ment Code, Ord. No. 3209, to request a variance from Section 6, Table 6.1 "Minimum Front Setback" for R-1A, "30 feet", and instead allow a setback of zero(0) feet for a variance of thirty (30) feet along Hillendale Drive for a proposed building located at 2931 Laramie Circle (Parcel 2-039F-18-163.00, PPIN 24767, Ward 3). Said property being more particularly described as follows, to-wit:

Lot 1, Block E, Western Heights Subdivision, Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, MS.

A PUBLIC HEARING in relation to the above described petition will be held at 3:30 p.m., Wednesday, January 6, 2021, in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Board of Adjustment of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard. Contact City Hall Planning Division for remote attendance options.

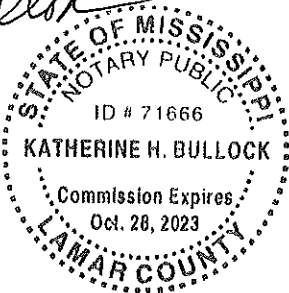
WITNESS my signature and the official seal of said City on this, the 10th day of December 2020.

CITY OF HATTIESBURG,
MISSISSIPPI
BY: /s/Kemas Eaton
CITY CLERK
(SEAL)

Hattiesburg, MS 39403-1898
Published December 17, 2020

FOR OFFICE USE ONLY:

- ☐ Em P: 12/11/20
- ☐ App: _____
- ☐ File Name: COH - Christian J Gibson
- ☐ 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: 524 Published 1 times

Date 1st Published: Dec 17 Amt: 62.88

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 62.88

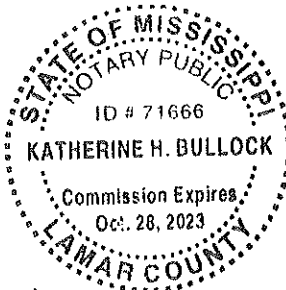
Proof of Publication Fee: 3.00

TOTAL: 65.88

(signed) Christina Purice
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 17th
day of December, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Katherine H. Bullock



FOR OFFICE USE ONLY:

- ☐ Em P: 12/11/20
- ☐ App: _____
- ☐ File Name: COH - PN BOA Greg Brou
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Greg Brou, Representative, and Cliff Hensarling, Contractor, as required in the Land Development Code, Ord. No. 3209, to request a variance from Section 10, Table 10.6-2 "Sign Message Area" for Wall Signs, "For B-5: maximum of 15% of the single wall, 350 square feet max" and instead allow for a maximum message area square footage of seven hundred fifty-six (756) square feet, for a variance of four hundred six (406) square feet for proposed signage located 103 Medical Park (Parcel 2-0408-29-001-01, PPIN 42635, Ward 5). Said property being more particularly described as follows, to-wit: A parcel of land located in part of the SE 1/4 of the NW 1/4, and part of the SW 1/4 of the NE 1/4 of Section 29, Township 4 North, Range 13 West, Forrest County, Mississippi, having bearings referenced to geodetic north, and being more particularly described as follows:

Commence at a found pine knot and 2" diameter metal pipe marking the SW corner of said Section 29; thence run NORTH for 2799.52 feet; thence run EAST for 2023.35 feet to a found iron pin on the east right-of-way of U.S. Highway 11; thence along said east right-of-way N24°53'45"E for 338.07 feet to a found iron pin and the POINT OF BEGINNING; thence continue along said east right-of-way N24°53'45"E for 16.88 feet to a found concrete right-of-way marker; thence continue along said east right-of-way N22°22'20"E for 598.83 feet to a found concrete right-of-way marker; thence continue N25°20'53"E for 1.70 feet to a found iron pin; thence leaving said east right-of-way run S65°04'10"E for 372.16 feet to a set iron pin on the west right-of-way of Medical Park; thence along said west right-of-way S24°15'53"W for 565.45 feet to a set iron pin; thence along said west right-of-way along a curve to the right for 74.61 feet to a set iron pin, said curve having a radius of 285.00 feet, a chord bearing of S31°45'53"W and a chord length of 74.40 feet; thence along said west right-of-way S39°15'53"W for 6.59 feet to a set iron pin; thence leaving said west right-of-way run N50°44'07"W for 80.86 feet to a set iron pin; thence along a curve to the left for 91.37 feet to a set iron pin, said curve having a radius of 349.00 feet, a chord length of 91.11 feet and a chord bearing of N58°14'07"W; thence run N65°44'07"W for 172.73 feet back to the POINT OF BEGINNING. Said parcel contains 5.160 acres (224775 sq. ft.) more or less. A PUBLIC HEARING in relation to the above described petition will be held at 3:30 p.m., Wednesday, January 6, 2021, in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Board of Adjustment of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard. Contact City Hall Planning Division for remote attendance options.

WITNESS my signature and the official seal of said City on this, the 10th day of December 2020.

CITY OF HATTIESBURG,
MISSISSIPPI
BY: /s/Kermas Eaton
CITY CLERK

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: 323 Published 1 times

Date 1st Published: Dec 17 Amt: 38.76

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 38.76

Proof of Publication Fee: 3.00

TOTAL: 41.76

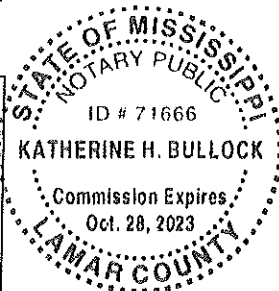
(signed) Christina Purce
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 17th
day of December, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Katherine H Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: 12/11/20
- ☐ App: _____
- ☐ File Name: COH - Public Hearing HPC Jan 21
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Marian and Jas Howard, Owners, as required in the Land Development Code, Ord. No. 3209, to change the zoning classification for a certain property located at 806 W 7th Street (Parcel 2-029E-04-078.00, PPIN 23500, Ward 2) from Section 4.5.5, R-1C (Single-Family Residential) District to Section 4.5.9, B-2 (Neighborhood Business) District. Said property being more particularly described as follows, to-wit:

Lots 1 through 6 in Block 2 of the R. E. Rawls First Survey to the City of Hattiesburg, Forrest County, Mississippi, as the same is shown by plat thereof on file in the office of the Chancery Clerk of said County and State, and vacated alley in said Block lying between said Lots 3 and 4, and North 12.5 feet of vacated alley running East and West through said Block 2; all together with all improvements thereon and appurtenances thereunto belonging.

LESS AND EXCEPT: A part and parcel of Lots 2, 3 and 4 of Block 2 of Rawls First Survey in the City of Hattiesburg, Forrest County, Mississippi, more particularly described as follows:

Begin at the Northeast corner of said Lot 2 and run South for 65.7 feet; thence run West for 158.7 feet; thence run North 65.7 feet; thence run East for 158.7 feet to the point of beginning.

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, January 6, 2021 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. Contact City Hall Planning Division for remote attendance options.

WITNESS my signature and the official seal of said City on this, the 10th day of December 2020.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: /s/Kermas Eaton
CITY CLERK
(SEAL)

Published December 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, 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: 209 Published 2 times

Date 1st Published: Dec 10 Amt: 25.08

Date 2nd Published: Dec 17 Amt: 20.90

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 45.98

Proof of Publication Fee: 3.00

TOTAL: 48.98

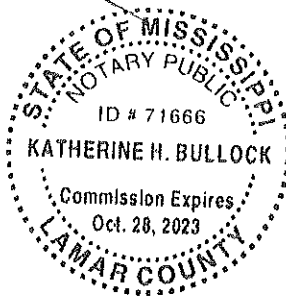
(signed) Christina Purice
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 17th
day of December, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: 12/13/20
- ☐ App: _____
- ☐ File Name: COH - Herbicide Spraying NTB
- ☐ 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 bids until 10:00 A.M., Thursday, December 31, 2020, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following:
Ditch and Waterway Herbicide Spray-
ing.

The above shall bid upon and deliv-
ered 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 re-
quest.

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 Coun-
cil 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 December, 2020.
CITY OF HATTIESBURG, MISSIS-
SIPPI

BY: /s/Kermas Eaton
CITY CLERK
(SEAL)

Published December 10, 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: 213 Published 2 times

Date 1st Published: Dec 10 Amt: 25.56

Date 2nd Published: Dec 17 Amt: 21.30

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 46.86

Proof of Publication Fee: 3.00

TOTAL: 49.86

(signed) Christina Purice
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 17th
day of December, 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 Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, December 31, 2020, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following:

Legal Advertising for the City of Hattiesburg.

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 December, 2020.

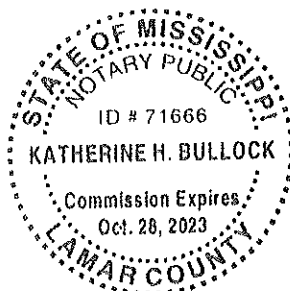
CITY OF HATTIESBURG,
MISSISSIPPI

BY: /s/Kermas Eaton
CITY CLERK
(SEAL)

Published December 10, 17, 2020

FOR OFFICE USE ONLY:

- ☐ Em P: 12/3/20
- ☐ App: _____
- ☐ File Name: COH - NTB - Legal Adv
- ☐ 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: 393 Published 1 times

Date 1st Published: Dec 24 Amt: 47.16

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 47.16

Proof of Publication Fee: 3.00

TOTAL: 50.16

(signed) Christina Purice
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 7th
day of January, 2021, 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 - TIP Amendment
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



PUBLIC NOTICE

PUBLIC COMMENT PERIOD
Hattiesburg-Petal-Forrest-Lamar
Metropolitan Planning Organization
FY 2021-2024 TRANSPORTATION
IMPROVEMENT PLAN (TIP)

The Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization (HPFL-MPO) will hold a 15-day public comment period beginning Thursday, December 24, 2020 for the public to review and provide comments regarding the proposed amendments to the current FY 2021-2024 Transportation Improvement Plan (TIP). This process is being conducted in accordance with State and Federal guidelines and the HPFL-MPO Public Participation Plan procedures. The HPFL-MPO TIP for the Hattiesburg Urbanized Area is a part of the Statewide Transportation Improvement Program (STIP) document.

The proposed amendments include the following projects:

Hall Ave. Western
Overpass-new project

Construction of an overpass and improvements to Hall Avenue. The project will also include the construction of a roundabout at the intersection of Hall Avenue and Bay Street.

Bus Stop Improvements (BSI) - grouped sidewalk projects

Hub City Transit plans to create an ongoing sidewalk projects group to enhance pedestrian access and ADA accessibility across the service area. Improvements will include sidewalks, shelters and other bus stop amenities, pedestrian signals, and crosswalks to increase connectivity, accessibility, and safety along bus routes.

4th St. Phase III-allocation of unused funds-new project

Allocation of the unused funds of the completed 4th Street Phase III project to a new project which will include the construction of an 8' multiuse pathway along 4th Street from 38th Avenue to Thornhill Drive.

Lincoln Road Project (TIP Project I.D. 122) partial re-allocation of funds to the Country Club Road Project (TIP Project I.D. 119)

Partial re-allocation of funds from the Lincoln Road Project to the project at Country Club Road which includes the adaptation of the roadway to a typical urban roadway to increase traffic flow and pedestrian safety. Bicyclists will be accommodated with a shared-use pathway.

The proposed amendments will be

available for review at www.hattiesburgms.com/mpo. A hard copy of the documents can be requested by contacting the MPO office at 601.554.1008. The official review and comment period will be held from December 24, 2020 - January 8, 2021.

Written comments regarding the proposed FY 2021-2024 TIP amendments should be emailed to mpo@hattiesburgms.com or mailed to:

Armendia Esters,
MPO Division Manager
P.O. Box 1898
Hattiesburg, MS 39403

Anyone who may require auxiliary aids or special accommodations to participate in this comment period should advise the HPFL-MPO by calling 601.554.1008 or emailing aesters@hattiesburgms.com.

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: 210 Published 1 times

Date 1st Published: Dec 31 Amt: 25.20

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 25.20

Proof of Publication Fee: 3.00

TOTAL: 28.20

(signed) Christina Purice
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 31st
day of December, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Katherine H Bullock

FOR OFFICE USE ONLY:

☐ Em P: 12/23/20

☐ App: _____

☐ File Name: COH Capped Public

☐ Invoice #: _____

☐ Inv. Crt/Mld: _____

☐ Pymt Rec.d: _____

☐ POP sent: _____

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Tracy Parker to appeal Planning Commission's recommendation for the petition filed by Tracy Parker, Owner, as required in the Land Development Code, Ord. No. 3209, to change the zoning classification for a certain property located at 512 North Washington Avenue (Parcel 2-0425-26-212.00; PPIN 12551, Ward 5) from Section 4.5.5, R-1C (Single Family Residential) District to Section 4.5.2, A-2 (Agricultural Residential) District. After the hearing, the Hattiesburg Planning Commission recommended that the petition be Denied, and Tracy Parker, being aggrieved with the recommendation, filed a request for hearing before the Mayor and City Council of the City of Hattiesburg, as provided by law.

NOW, THEREFORE, NOTICE IS GIVEN that a public hearing in relation to the petition as hereinabove set forth will be held at 4:00 p.m., Tuesday, January 19, 2021, in the Jackie Dole Sherrill Community Center, Auditorium, 220 W

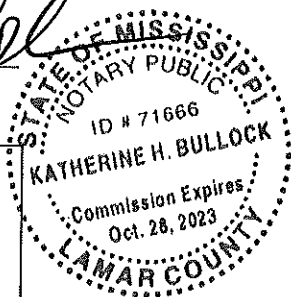
Front Street, Hattiesburg, Mississippi, at which time and at which said hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 23rd day of December, 2020.

CITY OF HATTIESBURG,
MISSISSIPPI
BY: /s/Kermas Eaton
CITY CLERK

(SEAL)

Published December 31, 2020





Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, January 19, 2021

Re: Acknowledge receipt of three quitclaim deeds in relation to the acquisition of a portion of Forrest County Tax Parcel No. 2-037D-14-084.00 (PPIN 022032) for the Hall Avenue Overpass East project; Authorize issuance of manual check in payment.
File Number: 2021-27
Minute Book #

Summary

Acknowledge receipt of three quitclaim deeds in relation to the acquisition of a portion of Forrest County Tax Parcel No. 2-037D-14-084.00 (PPIN 022032) for the Hall Avenue Overpass East project; Authorize issuance of manual check in payment.

Recommendation Statement

I recommend approval of this item.

Please place this on the January 19, 2021 City Council meeting for consideration.

Prepared by and return to:

Jerald L. Little, Jr.
City of Hattiesburg
Engineering Department
Post Office Box 1898
Hattiesburg, MS 39401-1898
(601) 545-4542

INDEXING INSTRUCTIONS: Part of Lot 12 of Block 6 of
McInnis, Mitchell & Longre Subdivision, City of Hattiesburg,
Forrest County, Mississippi.

**STATE OF MISSISSIPPI
COUNTY OF FORREST**

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt, adequacy and sufficiency of all of which is hereby irrevocably acknowledged and confessed,

**CHARLENE SHATELL HOLMAN
12189 Crab Apple Lane
Frisco, TX 75035
(972) 567-6237**

does hereby grant, convey and quitclaim unto the:

**CITY OF HATTIESBURG
A municipal corporation
Post Office Box 1898
Hattiesburg, MS 39403
(601) 545-4542**

All of the Grantor's interest in the following described real property lying and being situated in Forrest County, Mississippi, and being more particularly described as follows, to-wit:

(See Exhibit "A" attached)

WITNESS THE SIGNATURE of the Grantor, CHARLENE SHATELL HOLMAN, on this, the 2nd day of January, 2021.



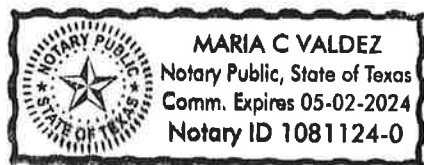
CHARLENE SHATELL HOLMAN

STATE OF TEXAS

COUNTY OF

collin

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said County and State, on this 2nd day of January, 2021, the within named CHARLENE SHATELL HOLMAN, who acknowledged that she executed the above and foregoing instrument.



NOTARY PUBLIC

My Commission Expires:

May 2, 2024

EXHIBIT "A"

Ethel Russell - +/-0.01 Ac.

LEGAL DESCRIPTION (Proposed Right-of-Way Acquisition)

A parcel of land being part of Lot 12 of Block 6 of McInnis, Mitchell & Longre Subdivision, City of Hattiesburg, Forrest County, Mississippi, as per map or plat thereof on file in the office of Chancery Clerk of Forrest County, Mississippi, being more particularly described as follows:

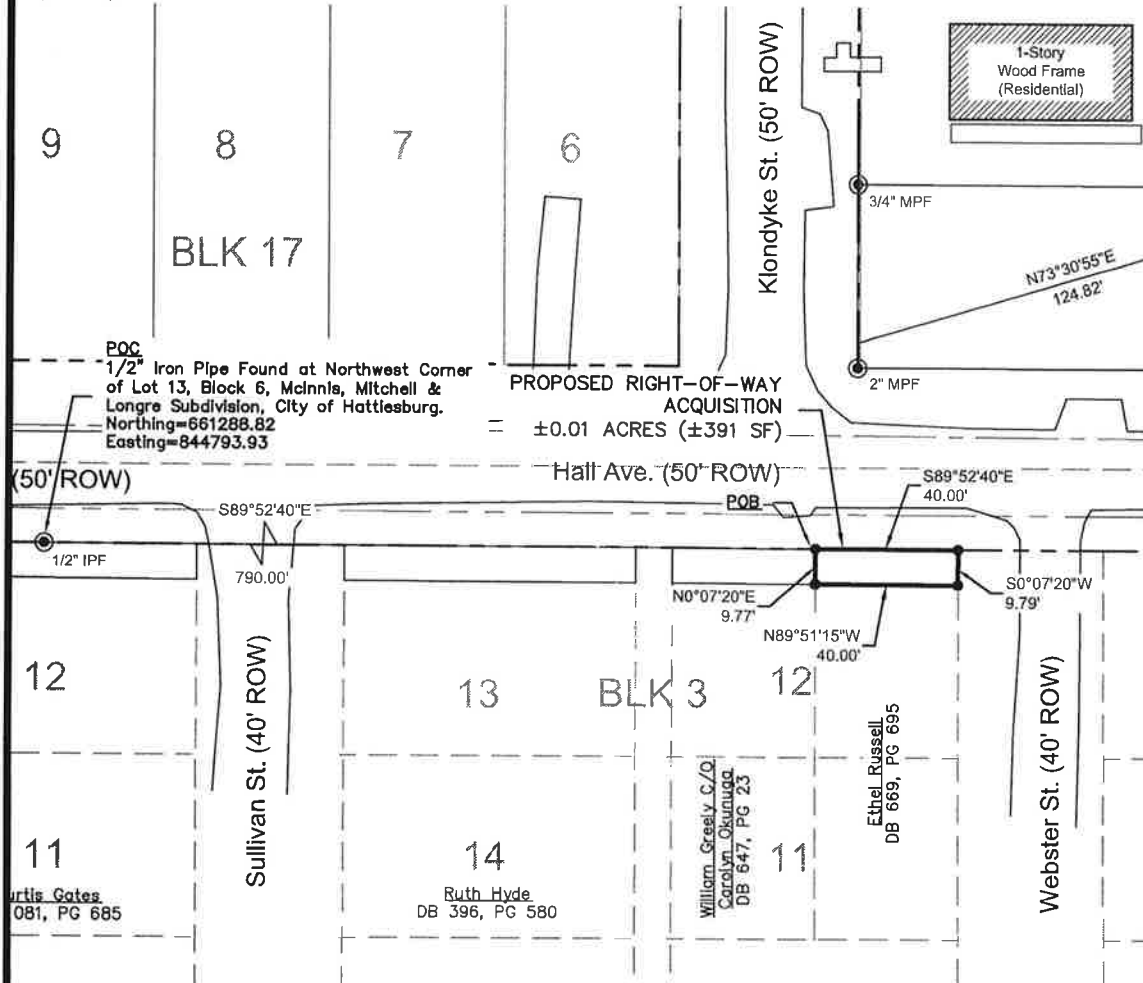
Commencing at a found ½" iron pipe at the Northwest Corner of Lot 13 of Block 6 of Said McInnis, Mitchell & Longre Subdivision, City of Hattiesburg, Mississippi; thence run and along the southern right-of-way boundary of Hall Avenue South 89 degrees 52 minutes 40 seconds East for a distance of 790.00 feet, said point also being the Point of Beginning; thence continue and along said southern right-of-way boundary South 89 degrees 52 minutes 40 seconds East for a distance of 40.00 feet to the Northeast Corner of said Lot 12 of Block 3, said point also being a point on the western right-of-way boundary of Webster Street; thence run and along said western right-of-way boundary South 00 degrees 07 minutes 20 seconds West for a distance of 9.79 feet; thence leaving said western right-of-way boundary run, North 89 degrees 51 minutes 15 seconds West for a distance of 40.00 feet; thence run North 00 degrees 07 minutes 20 seconds East for a distance of 9.77 feet back to the POINT OF BEGINNING. Said parcel contains 0.01 acres (391 square feet), more or less.

Ethel Russell - +/-0.01 Ac.

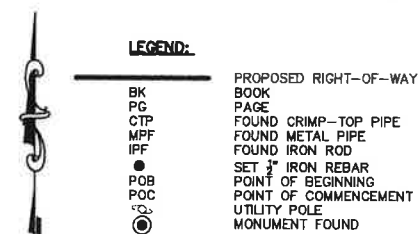
LEGAL DESCRIPTION (Proposed Right-of-Way Acquisition)

A parcel of land being part of Lot 12 of Block 6 of McInnis, Mitchell & Longre Subdivision, City of Hattiesburg, Forrest County, Mississippi, as per map or plat thereof on file in the office of 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 790.00 feet, said point also being the Point of Beginning; thence continue and along said southern right-of-way boundary South 89 degrees 52 minutes 40 seconds East for a distance of 40.00 feet to the Northeast Corner of said Lot 12 of Block 3, said point also being a point on the western right-of-way boundary of Webster Street; thence run and along said western right-of-way boundary South 00 degrees 07 minutes 20 seconds West for a distance of 9.79 feet; thence leaving said western right-of-way boundary run, North 89 degrees 51 minutes 15 seconds West for a distance of 40.00 feet; thence run North 00 degrees 07 minutes 20 seconds East for a distance of 9.77 feet back to the POINT OF BEGINNING. Said parcel contains 0.01 acres (391 square feet), more or less.



NO TITLE REPORT PROVIDED



NOTES:

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

STATE PLANE DATA

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

REFERENCE MATERIAL:

1. McInnis, Mitchell, & Longre Subdivision Plat in the City of Hattiesburg
2. Forrest County Tax Maps
3. Resolution Deed Bk 647, PG 23
4. Executrix's Special Warranty Deed Bk 669, PG 695



PRELIMINARY - PINS NOT SET

Clearpoint
CONSULTING ENGINEERS, P.A.

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



Right-of-Way Survey

Ethel Russell
PPIN: 22032

CCE NO.: 76242036

SCALE: 1" = 40'

DATE: 11/30/2019

CHECKED: RTB

DRAWN: JCR

SHEET 1 OF 1

Prepared by and return to:

Jerald L. Little, Jr.
City of Hattiesburg
Engineering Department
Post Office Box 1898
Hattiesburg, MS 39401-1898
(601) 545-4542

INDEXING INSTRUCTIONS: Part of Lot 12 of Block 6 of
McInnis, Mitchell & Longre Subdivision of City of Hattiesburg,
Forrest County, Mississippi.

**STATE OF MISSISSIPPI
COUNTY OF FORREST**

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt, adequacy and sufficiency of all of which is hereby irrevocably acknowledged and confessed,

**RICKY D. BROWN
12189 Crab Apple Lane
Frisco, TX 75035
(972) 567-6237**

does hereby grant, convey and quitclaim unto the:

**CITY OF HATTIESBURG
A municipal corporation
Post Office Box 1898
Hattiesburg, MS 39403
(601) 545-4542**

All of the Grantor's interest in the following described real property lying and being situated in Forrest County, Mississippi, and being more particularly described as follows, to-wit:

(See Exhibit "A" attached)

WITNESS THE SIGNATURE of the Grantor, **RICKY D. BROWN** on this, the 2nd day of January, 2021.

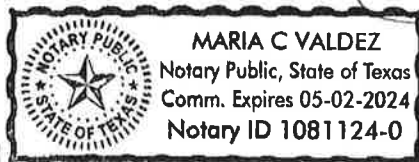
Ricky D. Brown
RICKY D. BROWN

STATE OF TEXAS
COUNTY OF Collin

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said County and State, on this 2nd day of January, 2021, the within named **RICKY D. BROWN**, who acknowledged that he executed the above and foregoing instrument.

My Commission Expires:

May 2, 2024



Maria C Valdez
NOTARY PUBLIC

EXHIBIT "A"

Ethel Russell - +/-0.01 Ac.

LEGAL DESCRIPTION (Proposed Right-of-Way Acquisition)

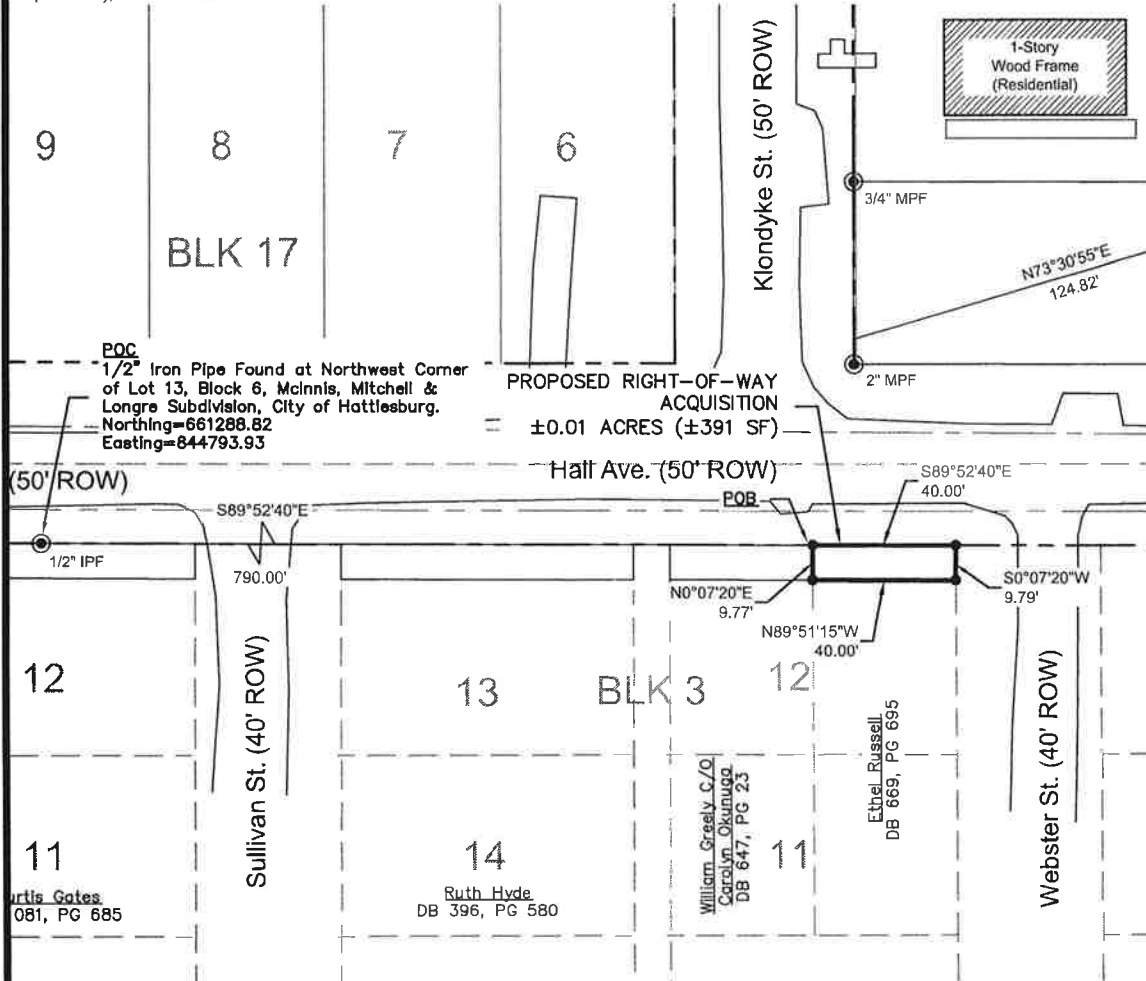
A parcel of land being part of Lot 12 of Block 6 of McInnis, Mitchell & Longre Subdivision, City of Hattiesburg, Forrest County, Mississippi, as per map or plat thereof on file in the office of Chancery Clerk of Forrest County, Mississippi, being more particularly described as follows:

Commencing at a found 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 790.00 feet, said point also being the Point of Beginning; thence continue and along said southern right-of-way boundary South 89 degrees 52 minutes 40 seconds East for a distance of 40.00 feet to the Northeast Corner of said Lot 12 of Block 3, said point also being a point on the western right-of-way boundary of Webster Street; thence run and along said western right-of-way boundary South 00 degrees 07 minutes 20 seconds West for a distance of 9.79 feet; thence leaving said western right-of-way boundary run, North 89 degrees 51 minutes 15 seconds West for a distance of 40.00 feet; thence run North 00 degrees 07 minutes 20 seconds East for a distance of 9.77 feet back to the POINT OF BEGINNING. Said parcel contains 0.01 acres (391 square feet), more or less.

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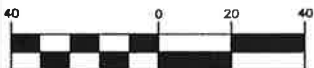
NO TITLE REPORT PROVIDED



LEGEND:

BK
PG
CTP
MPF
IPF
●
POB
POC
☉
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. Resolution Deed Bk 647, PG 23
4. Executrix's Special Warranty Deed Bk 669, PG 695



PRELIMINARY - PINS NOT SET

Clearpoint
CONSULTING ENGINEERS, P.A.

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



Right-of-Way Survey

Ethel Russell
PPIN: 22032

CCE NO.: 76242036

SCALE: 1" = 40'

DATE: 11/30/2019

CHECKED: RTB

DRAWN: JCR

SHEET 1 OF 1

Prepared by and return to:

Jerald L. Little, Jr.
City of Hattiesburg
Engineering Department
Post Office Box 1898
Hattiesburg, MS 39401-1898
(601) 545-4542

INDEXING INSTRUCTIONS: Part of Lot 12 of Block 6
of McInnis, Mitchell & Longre Subdivision, City of
Hattiesburg, Forrest County, Mississippi.

**STATE OF MISSISSIPPI
COUNTY OF FORREST**

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt, adequacy and sufficiency of all of which is hereby irrevocably acknowledged and confessed,

ETHEL MARIE HOLMAN RUSSELL BROWN
12189 Crab Apple Lane
Frisco, TX 75035
(972) 567-6237

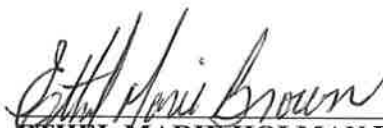
does hereby grant, convey and quitclaim unto the:

CITY OF HATTIESBURG
A municipal corporation
Post Office Box 1898
Hattiesburg, MS 39403
(601) 545-4542

All of the Grantor's interest in the following described real property lying and being situated in Forrest County, Mississippi, and being more particularly described as follows, to-wit:

(See Exhibit "A" attached)

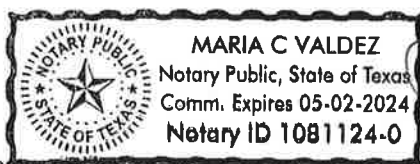
WITNESS THE SIGNATURE of the Grantor, **ETHEL MARIE HOLMAN RUSSELL BROWN** on this, the 2nd day of January, 2021.



ETHEL MARIE HOLMAN RUSSELL BROWN

STATE OF TEXAS
COUNTY OF Collin

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said County and State, on this 2nd day of January, 2021, the within named **ETHEL MARIE HOLMAN RUSSELL BROWN**, who acknowledged that she executed the above and foregoing instrument.





NOTARY PUBLIC

My Commission Expires.

May 2, 2024

EXHIBIT "A"

Ethel Russell - +/-0.01 Ac.

LEGAL DESCRIPTION (Proposed Right-of-Way Acquisition)

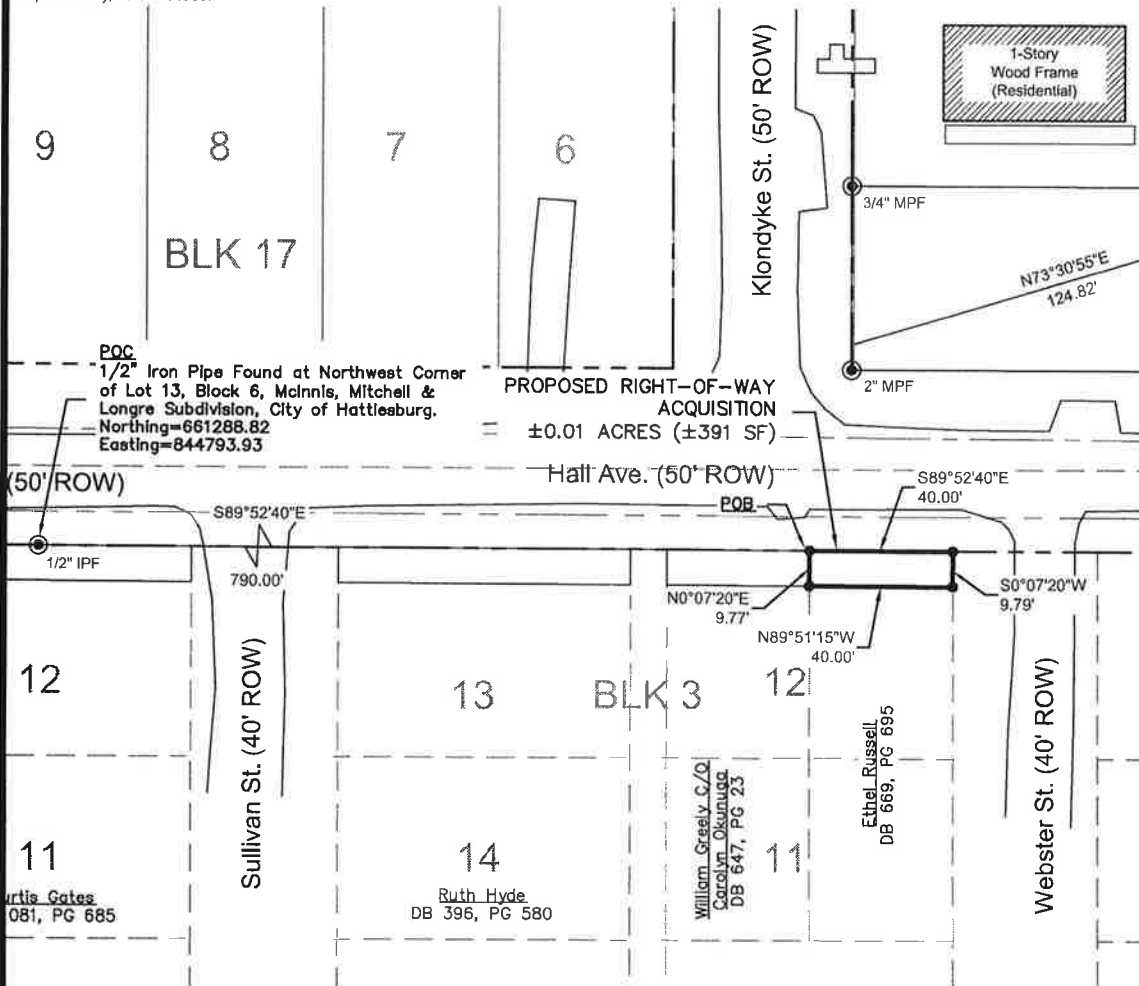
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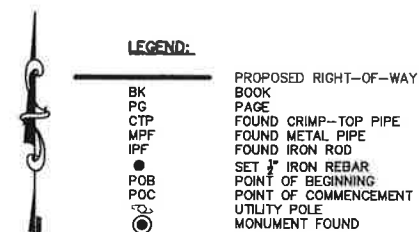
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NO TITLE REPORT PROVIDED



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PRELIMINARY - PINS NOT SET

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Right-of-Way Survey

Ethel Russell
PPIN: 22032

CCE NO.: 76242036

SCALE: 1" = 40'

DATE: 11/30/2019

CHECKED: RTB

DRAWN: JCR

SHEET 1 OF 1



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Connie Everett, Interim CFO

cc:

Date: Tuesday, January 19, 2021

Re: Acknowledge receipt of the PERS Annual Valuation for Mississippi Municipal Systems as of June 30, 2020
File Number: 2021-23
Minute Book #

Summary

Acknowledge receipt of PERS Annual Valuation for Mississippi Municipal Systems as of June 30, 2020

Recommendation Statement

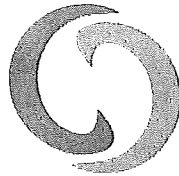
I recommend acknowledging receipt of the PERS Annual Valuation of Mississippi Municipal Systems for June 30, 2020

Please place this on the January 19, 2021 City Council meeting for consideration.



Cavanaugh Macdonald
CONSULTING, LLC

The experience and dedication you deserve



PERS
of MISSISSIPPI

**REPORT ON THE ANNUAL VALUATION COVERING
THE PARTICIPATION OF THE CITY OF HATTIESBURG IN
THE MISSISSIPPI MUNICIPAL RETIREMENT SYSTEMS
PREPARED AS OF JUNE 30, 2020**





Cavanaugh Macdonald

CONSULTING, LLC

The experience and dedication you deserve

December 10, 2020

Board of Trustees
Mississippi Municipal Retirement Systems
429 Mississippi Street
Jackson, MS 39201-1005

Ladies and Gentlemen:

Presented in this report are the results of the annual actuarial valuation covering the participation of the City of Hattiesburg in the Mississippi Municipal Retirement Systems. The purpose of the valuation was to measure the System's funding progress and to determine the contribution rates necessary for the period beginning October 1, 2021. The results may not be applicable for other purposes.

The date of the valuation was June 30, 2020.

The valuation was based upon data, furnished by the Executive Director and the PERS staff, concerning active, inactive and retired members along with pertinent financial information. While not verifying data at the source, the actuary performed tests for consistency and reasonableness. The complete cooperation of the PERS staff in furnishing materials requested is hereby acknowledged with appreciation.

Your attention is directed particularly to the presentation of certified millage rates on page 4 and the comments on page 5. The calculation of these millage rates are based on the funding policy which extended contributions beyond 2020 and generated an ultimate asset reserve level equal to projected benefit payments.

Since the previous valuation, there have been no changes in any actuarial assumptions.

To the best of our knowledge, this report is complete and accurate. The valuation was performed by, and under the supervision of, independent actuaries who are members of the American Academy of Actuaries with experience in performing valuations for public retirement systems. The undersigned meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained herein.

The valuation was prepared in accordance with the principles of practice prescribed by the Actuarial Standards Board. We have reviewed the actuarial methods, including the asset valuation method, and continue to believe they are appropriate for the purpose of determining contribution rates. In order to prepare the results in this report, we have utilized appropriate actuarial models that were developed for this purpose. These models use assumptions about future contingent events along with recognized actuarial approaches to develop the needed results.

3550 Busbee Pkwy, Suite 250, Kennesaw, GA 30144

Phone (678) 388-1700 • Fax (678) 388-1730

www.CavMacConsulting.com

Offices in Kennesaw, GA • Bellevue, NE



Board of Trustees
December 10, 2020
Page 2

Future actuarial results may differ significantly from the current results presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period or additional cost or contribution requirements based on the plan's funded status); and changes in plan provisions or applicable law. Since the potential impact of such factors is outside the scope of a normal annual actuarial valuation, an analysis of the range of results is not presented herein.

We note that as we are preparing this report, the world is in the midst of a pandemic. We have considered available information, but do not believe that there is yet sufficient data to warrant the modification of any of our assumptions. We will continue to monitor the situation and advise the Board in the future of any adjustments that we believe would be appropriate.

This actuarial valuation was performed to determine the adequacy of statutory contributions to fund the plan. The asset values used to determine unfunded liabilities and funded ratios are not market values but less volatile market related values. A smoothing technique is applied to market values to determine the market related values. The unfunded liability amounts and funded ratios using the market value of assets would be different. The interest rate used for determining liabilities is based on the expected return on assets. Therefore, liability amounts in this report cannot be used to assess a settlement of the obligation.

The actuarial calculations were performed by qualified actuaries according to generally accepted actuarial procedures and methods. The calculations are based on the current provisions of the System, and on actuarial assumptions that are, in the aggregate, internally consistent and reasonably based on the actual experience of the System. In addition, the valuations were completed in compliance with the laws governing the System. Those laws state, as a financing objective, that contributions will be in amounts sufficient to maintain actuarial soundness for the system for all future years.

Respectfully submitted,

A handwritten signature in cursive script, reading 'Edward J. Koebel'.

Edward J. Koebel, EA, FCA, MAAA
Chief Executive Officer

A handwritten signature in cursive script, reading 'Jonathan T. Craven'.

Jonathan T. Craven, ASA, EA, FCA, MAAA
Consulting Actuary

A handwritten signature in cursive script, reading 'Ben Mobley'.

Ben Mobley, ASA, FCA, MAAA
Senior Actuary

EJK/JTC:bdm



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**REPORT ON THE ANNUAL VALUATION OF THE
CITY OF HATTIESBURG PARTICIPATION IN THE
MISSISSIPPI MUNICIPAL RETIREMENT SYSTEMS
PREPARED AS OF JUNE 30, 2020**

SECTION I – SUMMARY OF PRINCIPAL RESULTS

1. This report, prepared as of June 30, 2020, presents the results of the annual actuarial valuation of the City of Hattiesburg. For convenience of reference, the principal results of the valuation and a comparison with the preceding year's results are summarized below. The current valuation reflects benefit increases granted to retirees and amendments to the System, if any, effective through July 1, 2020.

SUMMARY OF PRINCIPAL RESULTS

VALUATION DATE	June 30, 2020	June 30, 2019
Active members included in valuation		
Number	0	0
Retirees		
Number	139	141
Annual allowances	\$ 3,336,209	\$ 3,335,907
Assets		
Market related actuarial value	\$ 19,645,392	\$ 20,411,746
Market value	\$ 19,093,969	\$ 20,521,285
Unfunded employer liability	\$ 14,066,454	\$ 14,376,292
Value of Assessed Property	\$ 473,044,936	\$ 467,912,761

2. Rate of contribution payable by the employer is given in Section III, and comments on the valuation year are given in Section IV.



3. The funding policy was adopted by the Board in February, 2011. In this funding policy, contributions are extended past 2020 and an employer contribution rate, expressed as a millage rate tax applied to assessed property values, is established that will generate an ultimate asset reserve level equal to a reasonable percentage (initially 100% - 150%) of the next year's projected benefit payment. At that point, employer contributions are set equal to the fiscal year's projected benefit payments (basically on a pay as you go basis) and adjusted as necessary to maintain the assets at the established reserve level. This calculation is performed using projected cash flow analysis using the current market value of assets as of the valuation date, a 6.25% assumption on investment earnings and an assumption that assessed property values will remain level over time. Schedule F of this report shows the projected cash flow for the City, including the certified millage rates, based on the funding policy.
4. Although the development of the certified millage rates assume a 6.25% investment rate on cash flow, the development of liabilities and funding progress assume the Board-adopted investment return rate of 7.75%. Since the trust fund assets are commingled with the PERS trust fund assets, it has the same investment portfolio as the PERS System.
5. There were no changes to benefit provisions since the last valuation.
6. There were no changes in actuarial assumptions since the last valuation.
7. Schedule A details the actuarial assumptions and methods employed. Schedule B gives a summary of the benefit and contribution provisions of the plan.



SECTION II – MEMBERSHIP DATA

Data regarding the membership of the City of Hattiesburg for use as a basis for the valuation were furnished by the PERS office. The following table summarizes the retirement membership of the System as of June 30, 2020 upon which the valuation was based. Detailed tabulations of the data are given in Schedule C.

Retired Lives

Type of Benefit Payment	Number	Annual Benefits	Group Averages	
			Benefit	Age*
Retirement	95	\$2,601,290	\$27,382	69.3
Disability	6	79,662	13,277	68.6
Survivor	38	655,257	17,244	76.7
Total	139	\$3,336,209	\$24,002	71.3

* Years

SECTION III – COMPUTED EMPLOYER CONTRIBUTION RATE

Mississippi Municipal Retirement Systems City of Hattiesburg Computed Employer Contribution Rates¹ As of June 30, 2020 for the 2022 Fiscal Year End

Certified Rate for Fiscal Year Ending 9/30/2021	Current Millage Rate Fiscal Year Ending 9/30/2021	Calculated Rate for Fiscal Year Ending 9/30/2022	Certified Rate for Fiscal Year Ending 9/30/2022 ²	Value of Assessed Property ³
2.83	2.83	2.86	2.86	\$473,044,936

¹ Millage rates applied to assessed property

² Calculated using cash flow projections and 6.25% investment return assumption

³ This is the value of taxable property adjusted to reflect all property-related contributions

The System is funded through taxes levied on assessed properties.



SECTION IV – COMMENTS ON VALUATION

1. Based on the Board funding policy, the millage rate established by the City must be set at a level that will ensure actuarial soundness of the System. As can be seen from the table on the previous page, the current millage rate for the fiscal year ending September 30, 2021 is less than the certified rate for the fiscal year ending September 30, 2022 under the funding policy. Therefore, the City needs to increase their current millage rate to the certified millage rate for the fiscal year ending September 30, 2022.

SECTION V – SUPPLEMENTAL DISCLOSURE INFORMATION

City of Hattiesburg

1. The following supplemental disclosure information is provided for informational purposes only. One such item is a distribution of the number of employees by type of membership, as follows:

NUMBER OF ACTIVE AND RETIRED PARTICIPANTS AS OF JUNE 30, 2020

GROUP	NUMBER
Retired participants and beneficiaries currently receiving benefits	139
Terminated participants and beneficiaries entitled to benefits but not year receiving benefits	0
Active Participants	0
Inactive Participants	<u>0</u>
Total	139



2. Another such item is the schedule of funding progress as shown below.

SCHEDULE OF FUNDING PROGRESS
(\$ Thousands)

Plan Year Ended	(1) Actuarial Value of Assets	(2) Actuarial Accrued Liability (AAL) Entry Age	(3) Percent Funded (1)/(2)	(4) Unfunded AAL (2) – (1)	(5) Annual Covered Payroll	(6) Unfunded AAL as a Percentage of Covered Payroll (4)/(5)
09/30/11	\$21,940	\$38,274	57.3%	\$16,334	\$210	7,778.1%
09/30/12	20,487	37,820	54.2	17,333	156	11,110.9
06/30/13	19,968	37,105	53.8	17,137	94	18,172.8
06/30/14	20,826	36,598	56.9	15,772	95	16,602.1
06/30/15	21,715	37,102	58.5	15,387	98	15,701.0
06/30/16	21,288	36,520	58.3	15,232	51	29,866.7
06/30/17	21,253	36,222	58.7	14,969	54	27,720.4
06/30/18	21,153	35,338	59.9	14,185	55	25,790.9
06/30/19	20,412	34,788	58.7	14,376	0	N/A
06/30/20	19,645	33,712	58.3	14,067	0	N/A

3. In determining the actuarially determined employer contribution for GASB purposes, the accrued liability amount is based on the amortization of the unfunded actuarial accrued liability over a closed period from the valuation date. The period as of June 30, 2020 is 14 years. The calculation of this amount is shown below.

2020/2021 FISCAL YEAR
ACTUARIALLY DETERMINED EMPLOYER CONTRIBUTION (ADEC)
BASED ON THE VALUATION AS OF JUNE 30, 2020

ACTUARIALLY DETERMINED EMPLOYER CONTRIBUTION (ADEC)	
Normal	\$ 0
Accrued Liability	<u>1,652,602</u>
Total	\$ 1,652,602



4. Additional information as of June 30, 2020 follows.

Valuation date	6/30/2020
Actuarial cost method	Entry age
Amortization method	Level dollar closed
Remaining amortization period	14 years
Asset valuation method	5-year smoothed market
Actuarial assumptions:	
Investment rate of return*	7.75%
Projected salary increases [#]	3.00% - 4.50%
*Includes price inflation at	2.75%
[#] Includes wage inflation at	3.00%
Cost of living adjustments	2.50% per year, not to exceed 32%.

SCHEDULE OF EMPLOYER CONTRIBUTION

Fiscal Year 10/1-9/30	Valuation Date	Actuarially Determined Contribution	Percentage Contributed
2011-12	9/30/2011	\$1,579,521	121.8%
2012-13	9/30/2012	1,695,623	88.6
2013-14	6/30/2013	1,695,790	95.9
2014-15	6/30/2014	1,593,250	102.1
2015-16	6/30/2015	1,562,148	84.9
2016-17	6/30/2016	1,569,815	85.8
2017-18	6/30/2017	1,586,000	94.0
2018-19	6/30/2018	1,549,927	90.8
2019-20	6/30/2019	1,625,577	N/A
2020-21	6/30/2020	1,652,602	N/A



SCHEDULE A

STATEMENT OF ACTUARIAL ASSUMPTIONS AND METHODS

INTEREST RATE: 7.75% per annum, compounded annually (net after investment expenses) for GASB disclosure.

6.25% per annum, compounded annually (net after investment expenses) for employer contribution rate determination.

PRICE INFLATION: 2.75% per annum, compounded annually.

DEATH AFTER RETIREMENT: The mortality table, for post-retirement mortality, used in evaluating allowances to be paid is the PubS.H-2010(B) Retiree Table with the following adjustments:

- For males, 112% of male rates from ages 18 to 75 scaled down to 105% for ages 80 to 119.
- For females, 85% of the female rates from ages 18 to 65 scaled up to 102% for ages 75 to 119.
- Projection scale MP-2018 is used to project future improvements in life expectancy generationally.

The PubT.H-2010 Disabled Retiree Table is used for disabled retirees with the following adjustments - 137% of male rates at all ages and 115% of female rates at all ages. Projection scale MP-2018 is used to project future improvements in life expectancy generationally.

ASSET VALUATION METHOD: The actuarial value of assets recognizes a portion of the difference between the market value of assets and the expected actuarial value of assets, based on the assumed valuation rate of return. The amount recognized each year is 20% of the difference between market value and expected actuarial value. Actuarial assets were allocated to individual cities in the same proportion that their market value of assets was to the total market value of assets for all cities.



SCHEDULE B
MISSISSIPPI MUNICIPAL RETIREMENT SYSTEMS
CITY OF HATTIESBURG
SUMMARY OF BENEFIT PROVISIONS EVALUATED
JUNE 30, 2020

The following summary presents the main provisions of the System in effect June 30, 2020, as interpreted in preparing the actuarial valuation. As used in the summary, "average compensation" means the average compensation of a member during the six month period prior to receipt of an allowance.

BENEFITS

Service Retirement

Condition for Retirement

A retirement allowance is payable to any member who retires and has completed at least 20 years of creditable service, regardless of age.

Any general employee member who has attained age 70 and any fireman or policeman who has attained age 65 shall be retired forthwith.

Amount of Allowance

The annual retirement allowance payable to a retired member is equal to:

1. 50% of average compensation, plus
2. 1.7% of average compensation for each year of credited service over 20.

The aggregate amount of (1) and (2) above shall not exceed 66-2/3% of average compensation regardless of service.

Disability Retirement

Condition for Retirement

A retirement allowance is payable to any member who is not eligible for a service retirement benefit but who becomes totally and permanently disabled, either physically or mentally, regardless of creditable service, if the disability is due to causes in the performance of duty. If the disability is not in the performance of duty, the member must have completed at least 5 years of creditable service to be eligible for retirement.



Amount of Allowance

The annual disability retirement allowance payable is equal to 50% of his salary at the time of retirement, if the disability is due to causes in the performance of duty.

If the disability is not in the performance of duty, the allowance is equal to 2.5% times credited service, not in excess of 20, times his salary at the time of retirement for firemen and policemen, and average compensation for general employees.

Death Benefit

Condition for Benefits

A benefit is payable upon the death of a member under the following conditions.

- (a) the member has retired,
- (b) the member is eligible to retire,
- (c) the death is in the line of duty, or
- (d) the death is not in the line of duty, but occurs after the member has 5 years of credited service.

The benefit is payable to the surviving spouse and to children under age 18, to dependent children through age 23 when full time students, and to dependent children of any age if handicapped.

Amounts of Benefits

The annual benefit payable under all conditions in the case of firemen and policemen and under other than condition (c) in the case of general employees, is equal to 2.5% of average compensation for each year of credited service up to 20 and 1.7% of average compensation for each year over 20, with a maximum benefit of 66-2/3% of average compensation.

For general employee members under condition (c), the annual benefit payable is equal to 50% of salary at the time of death.

Refund of Contributions

Upon a member's termination of employment for any reason before retirement, his accumulated contributions are refunded. Upon the death of a member who is not eligible for any other death benefit, his accumulated contributions, together with regular interest thereon, are paid to his beneficiary.

Minimum Allowances

The minimum monthly allowance paid to members, for all retirement and death benefits, is \$750.



**Post Retirement Adjustments
In Allowances**

The allowances of all retirees and beneficiaries are adjusted annually by a cost-of-living adjustment (COLA) of 2.5% per year (not to exceed 32%). This adjustment has been included in System liabilities.

**SCHEDULE C**

DETAILED TABULATIONS OF THE DATA
Mississippi Municipal Retirement System
City of Hattiesburg
Retirants & Beneficiaries as of June 30, 2020
Tabulated by Year of Retirement

Year of Retirement	No.	Annual Benefits excluding COLA	COLA	Total Annual Benefits	Average Monthly Benefit
2020	0	\$ 0	\$ 0	\$ 0	0
2019	1	37,107	0	37,107	3,092
2018	0	0	0	0	0
2017	0	0	0	0	0
2016	1	32,760	2,457	35,217	2,935
2015	0	0	0	0	0
2014	0	0	0	0	0
2013	1	41,880	6,282	48,162	4,014
2012	1	36,362	6,363	42,725	3,560
2011	0	0	0	0	0
2010	2	61,491	13,169	74,660	3,111
2009	0	0	0	0	0
2008	2	43,255	11,895	55,150	2,298
2007	4	121,012	34,813	155,825	3,246
2006	4	86,982	27,655	114,637	2,388
2005	6	124,403	39,809	164,212	2,281
2004	10	222,473	71,192	293,665	2,447
2003	6	126,520	40,485	167,005	2,320
2002	9	186,776	59,770	246,546	2,283
2001	3	85,125	27,240	112,365	3,121
2000	11	233,304	74,657	307,961	2,333
1999	1	18,767	6,005	24,772	2,064
1998	3	66,371	21,239	87,610	2,434
1997	5	122,511	39,203	161,714	2,695
1996	1	15,997	5,119	21,116	1,760
1995	4	70,928	22,698	93,626	1,951
1994	10	136,665	43,732	180,397	1,503
1993	6	106,137	33,964	140,101	1,946
1992	11	181,791	58,173	239,964	1,818
1991	3	48,590	15,549	64,139	1,782
1990	1	12,113	3,876	15,989	1,332
1989	1	11,323	3,623	14,946	1,246
1988	4	48,699	15,584	64,283	1,339
1987	6	56,740	18,156	74,896	1,040
1986 & Prior	22	225,317	72,102	297,419	1,127
Totals	139	\$ 2,561,399	\$ 774,810	\$ 3,336,209	\$ 2,000



Mississippi Municipal Retirement System

City of Hattiesburg

Total Benefits Payable June 30, 2020

Tabulated by Attained Ages of Benefit Recipients

Attained Age	Service Benefits		Disability Benefits		Survivor and Beneficiaries		Totals	
	No.	Annual Benefits	No.	Annual Benefits	No.	Annual Benefits	No.	Annual Benefits
Under 20								
20-24								
25-29								
30-34								
35-39								
40-44								
45-49								
50-54								
55-59	11	291,999					11	291,999
60-64	20	657,634			2	40,463	22	698,097
65-69	19	539,241	5	66,560	4	85,833	28	691,634
70-74	20	518,927	1	13,102	6	113,025	27	645,054
75-79	16	395,974			14	220,664	30	616,638
80-84	5	112,093			7	129,768	12	241,861
85-89	4	85,422			5	65,504	9	150,926
90-94								
95								
96								
97								
98								
99								
100 & Over								
Total	95	\$2,601,290	6	\$79,662	38	\$655,257	139	\$3,336,209

Average age: 71.3 years



SCHEDULE D

GLOSSARY

Actuarial Accrued Liability. The difference between (i) the actuarial present value of future plan benefits, and (ii) the actuarial present value of future normal cost. Sometimes referred to as "accrued liability" or "past service liability".

Accrued Service. The service credited under the plan which was rendered before the date of the actuarial valuation.

Actuarial Assumptions. Estimates of future plan experience with respect to rates of mortality, disability, turnover, retirement, rate or rates of investment income and salary increases. Decrement assumptions (rates of mortality, disability, turnover and retirement) are generally based on past experience, often modified for projected changes in conditions. Economic assumptions (salary increases and investment income) consist of an underlying rate in an inflation-free environment plus a provision for a long-term average rate of inflation.

Actuarial Cost Method. A mathematical budgeting procedure for allocating the dollar amount of the "actuarial present value of future plan benefits" between the actuarial present value of future normal cost and the actuarial accrued liability. Sometimes referred to as the "actuarial funding method".

Actuarial Equivalent. A series of payments is called an actuarial equivalent of another series of payments if the two series have the same actuarial present value.

Actuarial Present Value. The amount of funds presently required to provide a payment or series of payments in the future. It is determined by discounting the future payments at a predetermined rate of interest, taking into account the probability of payment.

Amortization. Paying off an interest-bearing liability by means of periodic payments of interest and principal, as opposed to paying it off with a lump sum payment.

Experience Gain (Loss). A measure of the difference between actual experience and that expected based upon a set of actuarial assumptions during the period between two actuarial valuation dates, in accordance with the actuarial cost method being used.

Normal Cost. The annual cost assigned, under the actuarial funding method, to current and subsequent plan years. Sometimes referred to as "current service cost". Any payment toward the unfunded actuarial accrued liability is not part of the normal cost.

Reserve Account. An account used to indicate that funds have been set aside for a specific purpose and are not generally available for other uses.

Unfunded Actuarial Accrued Liability. The difference between the actuarial accrued liability and valuation assets. Sometimes referred to as "unfunded accrued liability".

Valuation Assets. The value of current plan assets recognized for valuation purposes. Generally based on a market-related smoothing method.



SCHEDULE E

THE NATURE OF ACTUARIAL PROJECTIONS

Regular actuarial valuations measure the Retirement System's present financial position and contributions adequacy by calculating and financing the liabilities created by the present benefit program. This process involves discounting to present values the future benefit payments on behalf of present active and retired members and their survivors. However, valuations do not produce information regarding future changes in the makeup of the covered group or the amounts of benefits to be paid or investment income to be received – actuarial projections do.

Whereas valuations provide a snapshot of the retirement system as of a given date, projections provide a moving picture. Projected active and retired groups are developed from year to year by the application of assumptions regarding pre-retirement withdrawal from service, retirements, deaths and disabilities. Projected information regarding the retired life group leads to assumed future benefit payout. Combining future benefit payments with assumed contributions and expected investment earnings produces the net cash flow of the System each year, and thus end of year asset levels.

Projections are used for many purposes. Among them are (i) developing cash flow patterns for investment policy and asset mix consideration, (ii) exploring the effect of alternative assumptions about future experience, (iii) analyzing the impact on system funding progress of changes in the workforce, and (iv) examining the potential effect of changes in benefits on system financial activity.

Projection results are useful in demonstrating changing relationships among key elements affecting system financial activity. For example: how benefits payable and system assets will grow in future decades. Projections are not predictions of specific future events and do not provide numeric precision in absolute terms. For instance, cash flow projected to occur 10 years in the future will not be exact (except by coincidence), but understanding the changed relationships between future benefits payout and future investment income can be very useful.



SCHEDULE F

CASH FLOW PROJECTIONS BASED ON FUNDING POLICY



**Mississippi Municipal Retirement Systems
City of Hattiesburg**

Cash Flow Projection

No Assumed Growth in Assessed Property, Certified Millage Rates, Assume 6.25% on Investments

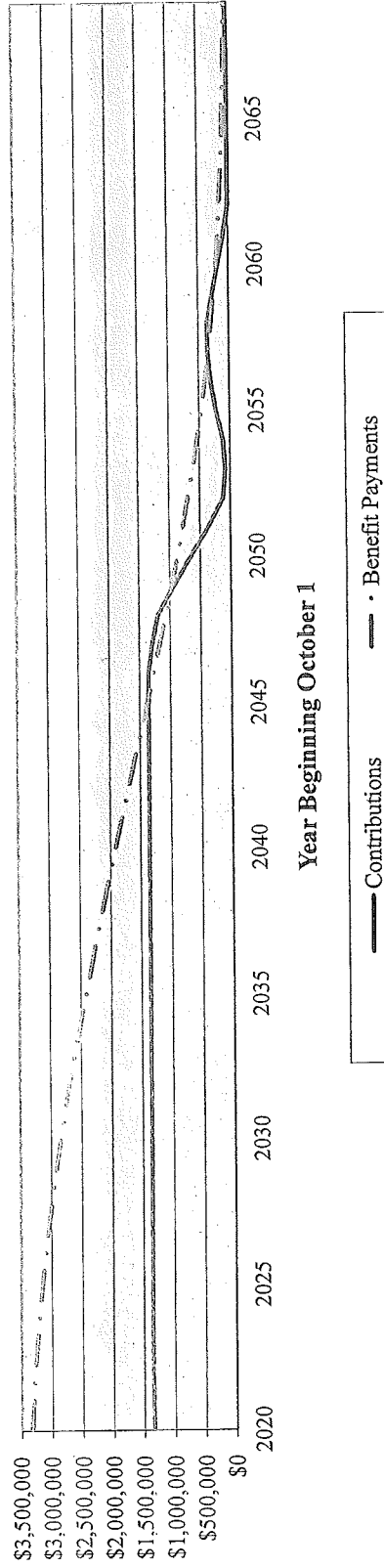
<u>Year Beginning July 1</u>	<u>Value of Assessed Property</u>	<u>MVA Balance July 1</u>	<u>Millage Rate</u>	<u>Contributions</u>	<u>Benefit Payments</u>	<u>Investment Income</u>	<u>Cash Flow</u>	<u>MVA Balance June 30</u>	<u>Year Ending June 30</u>
2020	\$473,044,936	\$19,093,969	0.00286	\$1,337,426	\$3,321,784	\$1,132,302	(\$852,056)	\$18,241,913	2021
2021	473,044,936	18,241,913	0.00286	1,349,361	3,297,807	1,080,153	(868,293)	17,373,620	2022
2022	473,044,936	17,373,620	0.00286	1,352,909	3,268,128	1,026,908	(888,311)	16,485,309	2023
2023	473,044,936	16,485,309	0.00286	1,352,909	3,232,364	972,489	(906,966)	15,578,343	2024
2024	473,044,936	15,578,343	0.00286	1,352,909	3,192,174	917,040	(922,225)	14,656,119	2025
2025	473,044,936	14,656,119	0.00286	1,352,909	3,146,729	860,800	(933,020)	13,723,098	2026
2026	473,044,936	13,723,098	0.00286	1,352,909	3,096,032	804,047	(939,076)	12,784,023	2027
2027	473,044,936	12,784,023	0.00286	1,352,909	3,039,827	747,084	(939,834)	11,844,189	2028
2028	473,044,936	11,844,189	0.00286	1,352,909	2,978,077	690,245	(934,923)	10,909,265	2029
2029	473,044,936	10,909,265	0.00286	1,352,909	2,911,555	633,860	(924,786)	9,984,480	2030
2034	473,044,936	6,505,717	0.00286	1,352,909	2,507,286	371,080	(783,297)	5,722,420	2035
2039	473,044,936	3,121,350	0.00286	1,352,909	2,014,358	174,727	(486,722)	2,634,628	2040
2044	473,044,936	1,524,980	0.00286	1,352,909	1,482,157	91,333	(37,915)	1,487,064	2045
2049	473,044,936	2,232,446	0.00204	930,924	964,798	138,485	104,611	2,337,057	2050
2054	473,044,936	1,041,747	0.00112	108,796	532,129	52,080	(371,253)	670,493	2055
2059	473,044,936	521,394	0.00051	265,714	242,020	33,316	57,010	578,404	2060
2064	473,044,936	325,294	0.00020	0	93,976	17,439	(76,537)	248,757	2065
2069	473,044,936	47,829	0.00008	17,107	37,772	2,353	(18,312)	29,518	2070



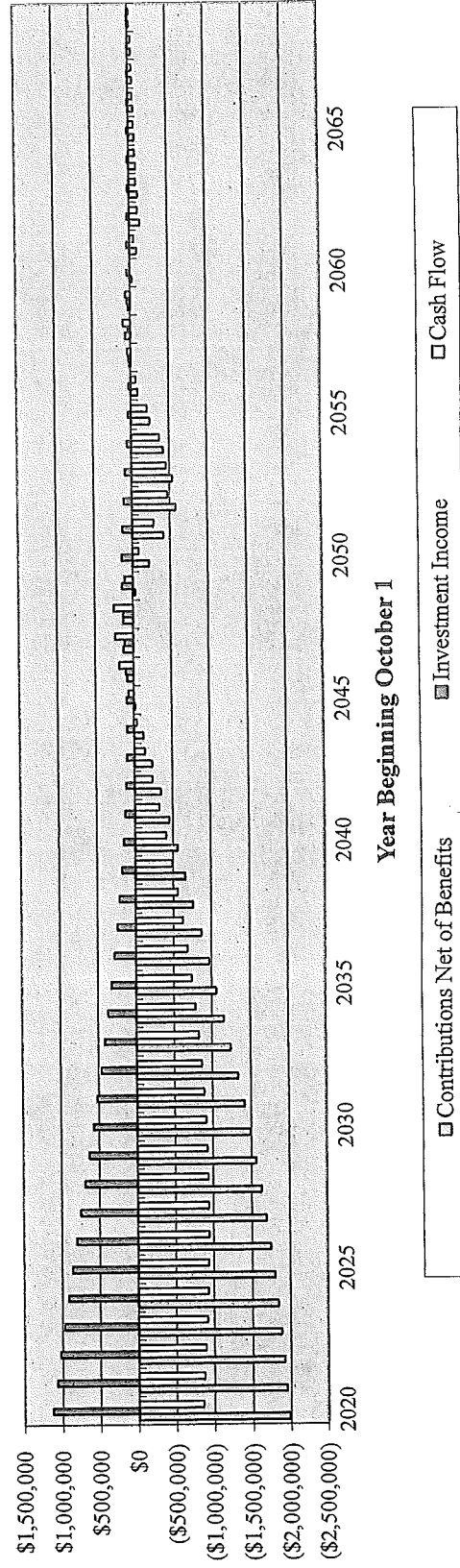
Mississippi Municipal Retirement Systems
City of Hattiesburg

50 Year Cash Flow Projection
Based on Valuation Assumptions

Projected Contributions and Benefits



Net Change in Asset Values





Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ginger Lowrey, Planning Administrator

cc: Andrew Ellard, Director

Date: Tuesday, January 19, 2021

Re: Acknowledge receipt of the 2020 Floodplain Management Plan (FMP) and Program for Public Information (PPI) Annual Evaluation Reports as required for the NFIP Community Rating System.
File Number: 2021-21
Minute Book #

Summary

Acknowledge receipt of the 2020 Floodplain Management Plan (FMP) and Program for Public Information (PPI) Annual Evaluation Reports

Recommendation Statement

Acknowledge receipt of the 2020 Floodplain Management Plan (FMP) and Program for Public Information (PPI) Annual Evaluation Reports

Please place this on the January 19, 2021 City Council meeting for consideration.

Project Name: Development and Higher Regulatory Regulations as outlined in table below

Mitigation Action: Development Regulations

Mitigation Strategy: Flooding

Jurisdiction: City of Hattiesburg

Priority: High

Description: City of Hattiesburg seeks to adopt and implement multiple development and regulatory standards by way of adopting policy resolutions, revising the Land Development Code and the Flood Prevention Ordinance to mitigate hazards for future buildings and infrastructure. These regulatory standards will include:

CRS Element #	Activity Description	Goal Description	Timeline	STATUS 2020
422.a, 422.b and/or 422.c	Open Space Preservation, Deed Restrictions, and/or Natural Functions Open Space – will vary per property	When the city acquires properties, by whatever means, consider setting aside a percentage of the land as perpetual open space - Policy Resolution needed with guidelines outlining the process for review and/or approval on a case-by-case basis	Establish Resolution in 2019	
422.g	Low-density zoning	When the city acquires SFHA properties, by whatever means, consider utilizing low-density zoning if/when the lot size is appropriate or if we can assemble multiple adjoining properties - Policy Resolution needed with guidelines outlining the process for review and/or approval on a case-by- case basis	Establish Resolution in 2019	
432.b	Freeboard	FMP Committee to re-visit increasing our	2019-2020	Needs FMP Review

		Freeboard requirements		
432.g	Enclosure limits	Create, implement and enforce non-conversion agreements	Agreement - early 2019	Completed 2019
432.g	Enclosure limits	FMP Committee to re-visit a regulation prohibiting all enclosures on elevated structures	2019-2020	Needs FMP Review
432.i	Local drainage protection	Extensive training to all appropriate City staff and outreach to all landscapers and nurserymen for stricter enforcement of current ordinance that prohibits blowing yard debris into the streets and/or drains	Early 2019	
432.i	Local drainage protection	After training period and targeted outreach activities are completed actively enforce and levy fines for violators of this ordinance to help eliminate drain blockages	Early 2019	
432.i	Local drainage protection	Require milling on all street re-paving projects, so that drains are not partially covered by new street layer	2018 and ongoing	Milling is done dependent on the situation.

432.i	Local drainage protection	Extensive outreach to all citizens for stricter enforcement of current containerization ordinance and Sec. 9.1 of the LDC; after training period and targeted outreach activities are completed actively enforce and levy fines for violators of this ordinance to help eliminate drain blockages.	Early 2019	Staff has worked to inform businesses about LDC Section 9. Code Enforcement has worked to enforce Section 9, including 9.1.4, "Illicit Discharges"
452.b.1-8	Watershed Master Plan: Plan meets all the criteria listed in Sec 452.b	Creation of a Watershed Master Plan, including parts 1-8 of CRS requirements, phases done as funding is available and prioritized by most populated, starting with Gordon's Creek as Phase I.	2019 and ongoing over 3-5 years for completion of all Watersheds	Under Review
512.a.03	Floodplain Management Planning: Coordinate	Fully consider and utilize the Comprehensive Plan Action Items and the Metropolitan Transportation Plan for all future projects	2018 and ongoing	Ongoing
512.a.03	Floodplain Management Planning: Coordinate	Prepare a comprehensive inventory of housing in the floodplain by quality (dilapidated, elevated, good condition, etc.); and seek funding to obtain elevation certificates throughout the SFHA to assist with re-development of area	2019-2021	Incomplete

512.b	Repetitive loss area analysis	Inventory, data collection, outreach and preparation of a detailed mitigation plan for all Repetitive Loss areas with specific guidance on how to reduce damage	2018- early 2019	Incomplete
512.b	Repetitive loss area analysis	After RLAA inventory and data collection is completed, implement identified property protection and/or drainage improvements	2019-2020 as funding is available	Incomplete
512.c	Natural floodplain functions plan	Create and adopt a Natural Floodplain Functions Protection Plan, including the ecological attributes of all watersheds and protection measures for shorelines, floodplain, habitat and wetland areas	2018-early 2019	Not completed, Staff to review.
532.a.2b	Structural flood control technique used: Storage Facilities	Engineering to actively pursue the installation of retention basins across city on existing vacant City owned land, to help reduce flooding.	2019 and ongoing	Review is ongoing.
612.a	Flood Threat recognition system	Creation of Standard Operating Procedures for all department response plans for different event types, especially flooding and dam breach	2018-2019	Partially complete.
612.d	Critical facilities planning	Outreach and individual contact with all Critical Facilities to update all information in conjunction with the Hazard Mitigation 5-	Early 2019	Critical facilities were documented in the updated HMP

		year renewal		
422.h	Natural shoreline protection	Regulations need to be developed to protect the remaining natural shorelines	2019-2020	Engineering has mapped disturbed and natural shorelines. There are plans to import this data into our mapping system, which will allow for Staff to review this item. At current, the LDC does existing riparian protections.
422.h	Natural shoreline protection	Re-visit to consider the establishment of larger setbacks, especially along the Leaf River and urbanized drainage/creeks.	2019-2020	Incomplete
542.a	Channel Debris Removal (CDR 1 - 6)	Finish inspections of all Community Flood Hazard Areas, maintain those as needed, budget for improvements where necessary, and report on those "unsolvable"	2019	CFHAs have been mapped.
542.b	Problem Site Maintenance	Inventory, identification and mapping of Problem Sites (choke points, flow obstructions, erosion/sedimentation	2019	Ongoing

		problems or chronic dumping sites), including any identified resolution to problem (including channel modification) and increased inspection schedules for better maintenance included in the drainage maintenance resolution, if needed, including the who, what, when of inspections, for better maintenance of these areas		
542.d	Stream dumping regulations	Posting of "No Dumping Signs" at all identified locations,	2019	Staff has contacted Public Works for updates to this item.
542.d	Stream dumping regulations	Outreach prohibiting dumping anywhere in city	2019	Ongoing, mailers including this information were sent out most recently in March 2020
542.d	Stream dumping regulations	Frequent patrolling, and fines levied for violators	2019 and ongoing	Ongoing

Responsible Department(s): City of Hattiesburg CRS Coordinator.

Cost Estimate: unknown

Source of Funding: General fund and applicable federal monies

Schedule: Within the next two - five years.

Status is as noted in chart above.

Project Name: Vacuuming Trucks/Equipment for Street Cleaning

Mitigation Action: Equipment Purchase

Mitigation Strategy: Flooding

Jurisdiction: City of Hattiesburg

Priority: High

Description: To improve the capabilities of removing small debris and leaves caused by flooding and wind events, the City of Hattiesburg seeks to purchase additional vacuuming equipment to keep leaves off the streets and out of drains.

Responsible Department(s): City of Hattiesburg Public Works Director

Cost Estimate: unknown

Funding Source: General fund and applicable federal monies

Schedule: Within the next three years and is projected for the 2021 City of Hattiesburg general fund and applicable federal monies.

Status: A new sweeper truck has been purchased. The bid was accepted on March 3, 2020.

Project Name: I-Pads or other Portable Computer Equipment for any department that requires fieldwork to streamline current workflows

Mitigation Action: Equipment purchase

Mitigation Strategy: All Natural

hazards Jurisdiction: City of
Hattiesburg

Priority: High

Description: The City of Hattiesburg has software to prepare a tree inventory for the entire City to aid in identifying weak or damaged trees that need removal, healthy trees that assist with stormwater retention and those that help with bank stabilization, etc.; however, the work load of doing the work on paper in the field then entering again on computer is double the work load and would be more efficient with the purchase of portable equipment to accomplish the entire project in the field, thus saving man hours. Other departments, such as drainage inspections, bridge inspections, and the like may also need this type equipment.

Responsible Department(s): City of Hattiesburg (Arborist, Public Works, Engineering)

Cost Estimate: \$ 600.00 each unit

Funding Source: General fund

Schedule: Within the 2018-2019 budget for Tree Inventory

Status: Complete

Project Name: Survey Equipment for Verifying Building Elevations

Mitigation Action: Equipment Purchase

Mitigation Strategy: Flooding

Jurisdiction: City of Hattiesburg

Priority: High

Description: The City of Hattiesburg has regulations that require elevation of certain structures, both in and out of a SFHA, but no way to accurately verify compliance on residential construction. Non-Residential Construction is verified by the Engineer for the project, and a Drainage Release is required on those that cannot meet the requirement.

Responsible Department(s): City of Hattiesburg Building Official

Cost Estimate: under \$500.00

Funding Source: General fund

Schedule: Within the 2018-2019 budget

Status: Incomplete. Building Division has not purchased any survey equipment, though the city Engineering Department has survey equipment.

Project Name: Additional Module(s) of EnerGov Software

Mitigation Action: Equipment

Purchase Mitigation

Strategy: All Natural Hazards

Jurisdiction: City of Hattiesburg

Priority: High

Description: The City of Hattiesburg currently utilizes several modules of the EnerGov Software, but many need enhancing to better monitor hazards and elevation information, and interface with GIS. This will help us to ensure compliance and enforcement of CRS Activities specifically 310 and required mapping activities. Seamless connectivity between our GIS and the existing modules (Permitting, Privilege Licensing, Code Enforcement, and Planning) are essential for efficient data collection and mapping. Another important aspect of this software is the Land Management, Permitting and Licensing Customer Self Service Portal which would be a vital customer service tool.

Responsible Department(s): City of Hattiesburg IT Department

Cost Estimate: unknown

Funding Source: General fund and applicable federal monies

Schedule: Within the next three years

Status: Improvements to Energov are actively ongoing, including the CSS portal addition.

Project Name: Drone for use in field work in inaccessible locations

Mitigation Action: Equipment Purchase Mitigation Strategy: All Natural hazards

Jurisdiction: City of Hattiesburg

Priority: High

Description: The City of Hattiesburg is currently updating maps for all drainage, streams and rivers in the City. Many locations are inaccessible for accurately recording information and a drone would allow access to these areas.

Responsible Department(s): City of Hattiesburg GIS and/or Engineering

Cost Estimate: unknown

Funding Source: Applicable federal monies or other identified funding source

Schedule: Funding Source will have to be identified prior to scheduling

Status: Incomplete.

Project Name: KANA Enterprise: Knowledge Management Software (or comparable brand)

Mitigation Action: Equipment Purchase

Mitigation Strategy: All Natural Hazards and City functions

Jurisdiction: City of Hattiesburg

Priority: High

Description: City-wide centralized information system to improve inter departmental relations and actions as to policies, procedures, ordinances, projects, status tracking and needed shared information for all internal staff. This would also allow standardized information distribution to all citizens for better customer service, including a detailed logging system all internal/external communications via telephone or E-Mail, thus reducing cost by being a more paperless City.

Responsible Department(s): City of Hattiesburg GIS and/or Engineering

Cost Estimate: unknown

Funding Source: Applicable federal monies or other identified funding source

Schedule: Funding Source will have to be identified prior to scheduling

Status: Ongoing. The City has upgraded the phone system, Staff has seen improvements to Energov, and is working toward an online customer service portal. Additionally, City ordinances are in the process of being digitized for online access. GIS, Engineering, Public Works, and Water & Sewer have also reviewed potentially shifting to ArcGIS online.

Project Name: Establish a revolving loan fund program for elevating all structures within SFHA

Mitigation Action: Property Protection Measures

Mitigation Strategy: Flooding

Jurisdiction: City of Hattiesburg

Priority: High

Description: Revolving loan fund for elevating structures in the flood zone. Criteria could be

income, personal funds, need of the structure, limitations on reinvestment due to value of structure (“substantial improvement”, County tax assessment), must be in designated flood zone. Could be set up through local non-profit or foundation for management at a zero or low interest. Benefits of elevating through this fund include:

1. Improve safety of the structure by reducing the flood risk
2. Lower flood insurance costs by elevating structure
3. Keeps people in their communities, many of which are historic or established through multiple generations
4. Allows increased investment in a structure by property owners by eliminating the “substantial improvement” limitation.
5. Allows increased investment in a neighborhood overall
6. Requiring work to be done by a “local” contractor would keep the investment in the community. Could also require the work to be done by independently owned companies, minority owned companies, etc.

Responsible Department(s): City of Hattiesburg Administration and Planning

Cost Estimate: unknown

Funding Source: Applicable federal monies or other identified funding source

Schedule: Funding Source will have to be identified prior to scheduling

Status: To date, no funding source has been identified. There is research in the utilization of CBGP/HUD funding for this project on a case-by-case basis.

Project Name: Locate source of assistance to homeowner’s on flood insurance cost

Mitigation Action: Property Protection Measures

Mitigation Strategy: Flooding

Jurisdiction: City of Hattiesburg

Priority: High

Description: We submitted a request to the State Auditor’s office asking “if a municipality could credit the cost of flood insurance to a homeowner’s property taxes that live in a flood zone, and the flood zone has been recognized and adopted by the municipality’s board as a tax abatement district/zone?” The response from Thomas Chain, Director of Technical Assistance with the State Auditor’s office was “We find no authority for a municipality to offer a tax abatement for property taxes based on the cost of flood insurance”. The City of Hattiesburg will continue to look for other ways to assist citizens with this expense, to make insurance more affordable for our low-income citizens.

Responsible Department(s): City of Hattiesburg Administration

Cost Estimate: unknown

Funding Source: Applicable federal monies or other identified funding source

Schedule: Funding Source will have to be identified prior to scheduling

Status: To date, no funding source has been identified.

Project Name: Implement existing drainage maintenance and repairs identified in existing studies and create new studies for additional areas of need

Mitigation Action: Property Protection Measures

Mitigation Strategy: Flooding

Jurisdiction: City of Hattiesburg

Priority: High

Description: Drainage Studies have been completed on several areas – the 2 most recent are identified as “6th Avenue to Corinne Street” and “2017 Gordon’s Creek Drainage. Many other areas of the City need such studies, and the City wishes to pursue funding for the implementation of existing studies, obtain additional studies throughout the City and implement the new studies, performing drainage improvements identified in all studies to decrease the flood potential in the entire City.

Responsible Department(s): City of Hattiesburg Administration

Cost Estimate: unknown

Funding Source: Applicable federal monies or other identified funding source

Schedule: Funding Source will have to be identified prior to scheduling

Status: There is an ongoing FEMA project for erosion repair along Burkett’s, Mixon’s and Gordon’s Creeks. Additionally, NRCS has been working on a variety of watershed stabilization projects at various points in City creeks, though this is just preliminary work. Repair and replace on existing drainage structures is ongoing as needed. A study of existing drainage along Gordon’s Creek at Lincoln Rd. is also ongoing.

Project Name: Implement existing studies for streets, outdoor water spaces (recreation and river walks) and other issues

Mitigation Action: Implement existing recreation and river walk plans

Mitigation Strategy: Flooding

Jurisdiction: City of Hattiesburg

Priority: High

Description: The City has many studies on file that will enhance areas of our City while implementing storm water street islands or creating outdoor water areas for many items, such as recreational or river walks. An example of some of the pending studies are East Hardy Street,

Twin Forks and Phase II of a Blue Way Project.

Responsible Department(s): City of Hattiesburg Administration

Cost Estimate: unknown

Funding Source: Applicable federal monies or other identified funding source

Schedule: Funding Source will have to be identified prior to scheduling

Status: City has most recently proposed the Leaf and Bouie river redevelopment district (March 2020) and is pursuing tap funding for a multi-use path along Gordon's creek, which is in line with the Gordon's creek park plan.

Project Name: Develop partnerships with local universities

Mitigation Action: Partnerships with local universities

Mitigation Strategy: All Hazard Types

Jurisdiction: City of Hattiesburg

Priority: High

Description: City wishes to develop partnerships with the University of Southern Mississippi and William Carey University to utilize their areas of expertise for future studies such as master planning, economic development, architectural/site analysis, natural resource, environmental and health studies, etc.

Responsible Department(s): City of Hattiesburg Administration

Cost Estimate: unknown

Funding Source: Applicable federal monies or other identified funding source

Schedule: Within one year

STATUS: The City partners with the Physical Plant at USM for "Right Way to Throw Away Day" each year. There has been outreach by the previous CRS Coordinator to the USM Construction Engineering Department.

Project Name: Continued coordination with all area agencies

Mitigation Action: Coordination with adjoining agencies

Mitigation Strategy: All Hazard Types

Jurisdiction: All Jurisdictions

Priority: High

Description: All jurisdictions wish to continue coordination between agencies, including but not

limited to, Forrest County, Lamar County, City of Hattiesburg, City of Petal, Emergency Management, University of Southern Mississippi, William Carey University, major businesses, health care facilities and state agencies for joint projects whenever feasible to protect all citizens in Forrest County and adjoining communities.

Responsible Department(s): City of Hattiesburg Administration

Cost Estimate: unknown

Funding Source: Applicable federal monies or other identified funding source

Schedule: Within one year

Status: The City of Hattiesburg continues to work with the above-listed agencies and stakeholders to promote flood and other hazard awareness and resiliency. Examples include “Right Way to Throw Away” Day and response during hazard events.

2020 Annual Evaluation Report

Program for Public Information PPI (Activity 330)

Flood Insurance Promotion (Activity 370)

Community: Hattiesburg, MS

Name of PPI: City of Hattiesburg Program for Public Information and Coverage Improvement Plan

Submitted by: Ginger Maddox Lowrey, AICP, CFM, Planning Manager, CRS Coordinator

Email: glowrey@hattiesburgms.com

Date of Report: December 4, 2020

Date PPI adopted by Council: December 18, 2018

Report Sent to Governing Body: 1/19/2021

1. Date of the annual PPI committee meeting for this evaluation: December 4, 2020
2. List of committee members that attended the annual PPI committee meeting above:
 - a. NAME
 - b. NAME
 - c. NAME
3. List of the Priority audiences for your community:
 - a. Target audience #1: Repetitive Loss Property Owners/Renters
 - b. Target audience #2: Property owners in Flood Zones
 - c. Target audience #3: Property Owners in Community Flood Hazard Areas
 - d. Target audience #4: City of Hattiesburg Residents
 - e. Target audience #5: Realtor/Insurance Agents/Bankers/Lenders
 - f. Target audience #6: Builders
4. List of the Topics and Associated Messages with the desired outcomes for each message:

Messages and Desired Outcomes	
Message	Outcome
1. Know your flood hazard	Increase protection of people & properties and increase flood insurance policies for structures and content and to decrease pollution
2. Insure your property for your flood hazard	Increase disclosure methods and Increase number of structural and contents flood insurance policies
3. Protect people from flood hazard	Increase citizens awareness on protecting themselves and their belongings; Decrease number of rescues; reduce calls to 911 for

	non-life threatening emergencies, stop preventable accidents
4. Protect property from flood hazard	Increase citizens awareness, thus protecting people, properties and our environment
5. Build responsibly	Increase the number of people getting technical assistance for better property protection and the reduction of repetitive loss properties and obtaining insurance for their belongings; Increase the number of citizens getting technical assistance for retrofitting and/or permits for compliance with all City regulations and responsible building
6. Protect natural floodplain functions	Lack of water pollution and dumping in storm drains
7. Everyone can buy flood insurance (even renters)	Increase number of flood contents insurance policies; Increase the number of people getting technical assistance for better property protection and the reduction of repetitive loss properties and obtaining insurance for their belongings
8. Have your emergency plan in place in advance	Increase citizens awareness on proper Storm Planning to protect lives and property
9. Get permits before you build	Increase the number of citizens getting technical assistance for retrofitting and/or permits for compliance with all City regulations and responsible building
10. Seasonal storm planning (hurricane, flash flooding, tornadoes, winter weather).	Increase protection of people & properties, maintain health throughout clean-up period and increase citizen awareness on safety measures; Increase citizens awareness on proper Storm Planning to protect lives and property

5. List of the projects that the PPI used to convey the above messages:

- City website
- Facebook and Twitter
- E-newsletter
- Employee newsletter
- Local media
- Targeted mailings
- Publications for pick-up (brochures, postcards, etc.) concerning floodplain management, flood insurance
- Flood Expo (2019, cancelled in 2020)
- Hub Alerts

- Local events such as Live at 5, HubFest (2019, cancelled in 2020)
 - Townhall meetings (cancelled in 2020)
6. List which projects were implemented in this reporting period:
- The hattiesburgms.com/stormcenter website, which includes our flood maps, flood insurance information, storm preparedness, proper dumping methods, stormdrain management, and more. Also functions as pre/during/post weather event information hub.
 - Flood hazard, preparedness and response messaging at events hosted by City partners
 - Publicize Flood Smart website at various locations in City offices
 - Discussion with homeowner and commercial property owners about flood risk/flood insurance
 - City's CCO provides updates to local media regarding preparedness/response
 - Incorporation of flood hazard, preparedness and response messaging in the city-wide newsletter, employee newsletter and social media channels
 - The CRS Coordinator will work with the Mayor's Office to develop and host an inaugural storm preparedness "expo." This will provide an opportunity to present storm preparedness information to residents, but also proper dumping methods so that storm drains are not affected
 - Through the City's chief communications officer and coordination with the Forrest County Emergency Management District, develop a protocol for the Emergency Alert System recently acquired by the City of Hattiesburg, as it pertains to storm preparedness and response.
 - Incorporation of flood hazard, preparedness and response messaging in the city-wide newsletter, employee newsletter and social media channels.
 - City-wide newsletter distribution has been suspended in 2020 so as not to undermine other messaging from the City on pandemic information. It will resume January 2021.
 - Handouts and fliers developed by the CRS Coordinator and mailed informing property owners of safety tips and evacuation processes
 - The CRS Coordinator will work with the Mayor's Office to develop and host an inaugural storm preparedness "expo." This will provide an opportunity to present storm preparedness information to residents, but also proper dumping methods so that storm drains are not affected
 - This was completed in 2019 and scheduled for March 2020, but was cancelled due to implementation of pandemic protocols.
 - Distribute National Flood Insurance Program (NFIP) literature to new home buyers and property owners/renters.
 - Develop online toolkit for realtors, insurance agents, lenders and more for their ability to download and distribute to target audiences.
 - The CRS Coordinator will work with the City's Chief Communications Officer to plan Storm Ready Media Junket, twice a year (once before Hurricane season and once before winter storms) to allow local media the opportunity to interview and garner storm preparedness tips for traditional media audiences.
 - This project is implemented only once a year at the annual Flood Expo, not twice year.

- Through the City's chief communications officer and coordination with the Forrest County Emergency Management District, develop a protocol for the Emergency Alert System recently acquired by the City of Hattiesburg, as it pertains to storm preparedness and response.
 - Administration limits the use of the "Hub Alerts" system to storm response only. Overuse of the system leads to messaging fatigue, which may result in citizens paying less attention to the messaging from the City.
7. List why some projects were not implemented (if any):
- The CRS Coordinator will attend and present to at least two neighborhood association meetings monthly and one council of neighborhoods meeting quarterly.
 - COVID-19 regulations and reduced staff have made this project unfeasible.
 - The CRS Coordinator, with the Mayor's Office and City Council members, will host floodplain town hall meetings twice a year in each ward, to let property owners and renters know more about flood insurance, what can be done to reduce flood damage and storm preparedness
 - COVID-19 regulations and reduced staff have made this project unfeasible.
 - Partner with local neighborhood associations to disseminate monthly tips regarding flood hazards, preparedness, protection and response.
 - COVID-19 regulations and reduced staff have made this project unfeasible.
 - Develop and mail postcards that explain the need for flood insurance even when you're not located within the SFHA.
 - Staff feels that this target group is able to get information promoting flood insurance through the website and other outreach efforts.
 - Create refrigerator magnets to be placed in homes and businesses with flood safety tips.
 - Staff did not feel this was an effective way to communicate this information.
 - Flood Hazard Brochure will be edited and redesigned to highlight the importance of understanding flood hazards, storm preparedness, flood insurance and protection of property for owners and renters. This will be available in public spaces, but also mailed out once a year to all residents.
 - We are offering this brochure in public spaces and did a mailing of it in March 2020, prior to the scheduled Flood Week Expo, but the mailing was only sent to citizens in the SFHA.
 - A letter, signed by Mayor Toby Barker, will be distributed to all residents regarding the importance of flood hazards, storm preparedness, flood insurance and protection of property for owners and renters.
 - This letter has been drafted.
 - A letter from Mayor Barker, specific to the importance of flood insurance, to be distributed by insurance agents, bankers, lenders and realtors.
 - Planning Staff will work with Administration to complete this project in 2021.
 - Brochure on steps to getting building permits within the flood zone and requirements of each permit.
 - Place "NO DUMPING" signs in areas where frequent dumping has been observed.
 - Planning Staff is following up with Public Works regarding this item. It may have been completed without notifying the CRS Coordinator.

- After a weather event, packets of information will be handed out door to door in flooded neighborhoods. It will include contact information for all city services and utility information. It will also include 30, 60 and 90-day recovery tips inclusive of the permitting process, flood insurance, the inspection process and more.
 - Planning Staff is working with Code Enforcement on this item.
8. List of what progress was made toward the desired outcomes:
- Outreach efforts continue to encourage residents to know their flood hazards and notify them how to get flood information. A heavy social media presence and City website, especially the storm center, helps protect people from flood hazards and encourages them to have their emergency plans in place. The Flood Expo in 2019 was an effective outreach project, and the City is disappointed the 2020 Expo had to be cancelled. Ongoing communications with homeowners/commercial property owners and Staff about flood risks, building in the flood zone, and flood insurance helps the community build responsibly and protects people and property from flood. Mailed outreach to people living in the SFHA promoted flood insurance, flood protection, and avoiding flood risk.
9. List what should be changed (if anything). This should include what messages, outcomes and projects should be revised or dropped and what new ones should be initiated.

Staff proposes removing or amending the following projects:

- The CRS Coordinator will attend and present to at least two neighborhood association meetings monthly and one council of neighborhoods meeting quarterly.
 - Staff proposes making neighborhood associations aware that Staff is willing to attend their meetings as requested.
- The CRS Coordinator, with the Mayor's Office and City Council members, will host floodplain town hall meetings twice a year in each ward, to let property owners and renters know more about flood insurance, what can be done to reduce flood damage and storm preparedness.
 - Instead, Staff proposes one town hall meeting per Ward annually.
- Partner with local neighborhood associations to disseminate monthly tips regarding flood hazards, preparedness, protection and response.
 - Staff instead proposes to digitally provide flood information to the Neighborhood Associations, and make them and the Neighborhood Coordinator aware that Staff can provide additional guidance as requested.
- Develop and mail postcards that explain the need for flood insurance even when you're not located within the SFHA.
 - Staff feels that this target group is able to get information promoting flood insurance through the website and other outreach efforts.
 - Staff proposes adopting new outreach for the 2021 CRS Addendum: adding a flood insurance brochure to be handed out with every building permit, even permits not in the flood zone, and mailing the same brochure to all citizens in the City annually.
- Create refrigerator magnets to be placed in homes and businesses with flood safety tips.

- Remove item in lieu of better communication methods (digital/printed media). The City is undergoing upgrades to their water billing printing, which will allow improvements to flood tip dissemination as well.

10. Staff also proposes the following changes to the PPI/CP document beyond the proposed changes to the PPI activity:

- PAGE 2: Consider expanding PPI Focus Committee Members to include additional stakeholders, such as lenders, emergency/medical community, ADP, and/or USM.
 - Each of these has a unique way to reach various populations in Hattiesburg and their input or assistance in promoting the PPI could be beneficial. They may provide better opportunities at outreach.
- PAGE 3-4: Review goals and objectives to ensure they are truly goals and executable objectives
- PAGE 4-5: Revisit community needs assessment
 - FEMA offers a Community Needs Assessment Tool, outlined in Activity 240, which is not required but beneficial to the CRS program. I believe that it will provide substantiated data and can be utilized across various CRS activities. It will take a day or less to complete per the CRS Resources website.
- PAGE 5: Expand flood hazards section to identify river flooding, river flash flooding, and flash flooding due to urban runoff/drainage. While other hazards are identified, flash flooding due to urban drainage seems to come across as the primary flood concern.
- PAGE 6-8: Re-evaluate insurance coverage and provide information on percentage of structures covered in the SFHA. It appears that we previously only calculated the total percentage of covered structures throughout the City. More up-to-date coverage data is also beneficial.
- PAGE 6-8: Identify specific coverage improvement goals. There is no definite measureable goal for Coverage Improvement set at current. We must have a measureable to show whether or not our PPI/CP is effective.

Example:

- Increase number of buildings insured in SFHA
 - Increase number of buildings insured by occupancy designation
 - Improve coverage levels in areas where damage would be highest
- Include list of existing non-governmental stakeholders outreach efforts. ISO has requested this be added to the PPI.
- PAGE 18- Include date submitted to FEMA for review, initial date adopted by City Council. Update for any adopted amendments.
- PAGE 18- Add specific language regarding the preparation of an annual report that will be submitted to City Council, made available to the media, and the public.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, January 19, 2021

Re: Acknowledge receipt of executed deed in relation to acquisition of Forrest County Tax Parcel No. 2-037D-14-126.00 (PPIN 022052) for the Hall Avenue Overpass East project.
File Number: 2021-28
Minute Book #

Summary

Acknowledge receipt of executed deed in relation to acquisition of Forrest County Tax Parcel No. 2-037D-14-126.00 (PPIN 022052) for the Hall Avenue Overpass East project.

Recommendation Statement

I recommend approval of this item.

Please place this on the January 19, 2021 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 we,

**ROOSEVELT SHAW AND
BEVERLY SHAW
814 Martin Luther King Drive
Hattiesburg, Mississippi 39401
Telephone (601) 544-6047**

Grantors, do 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 grantors.

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 Grantors and the Grantee, there being no oral agreements or representations of any kind.

WITNESS OUR SIGNATURES on this 7 day of January, 2020-2021

Roosevelt Shaw

ROOSEVELT SHAW

Beverly Shaw

BEVERLY SHAW

STATE OF MISSISSIPPI
COUNTY OF Forrest

Personally appeared before me, the undersigned authority in and for the said county and state, on this 7th day of January, 2020, within my jurisdiction, the within named, **ROOSEVELT SHAW and BEVERLY SHAW**, who acknowledged that they executed the above and foregoing instrument.

Ch

Claudia M. Hibbler

NOTARY PUBLIC

My commission expires: 06/12/2023



EXHIBIT "A"

LEGAL DESCRIPTION

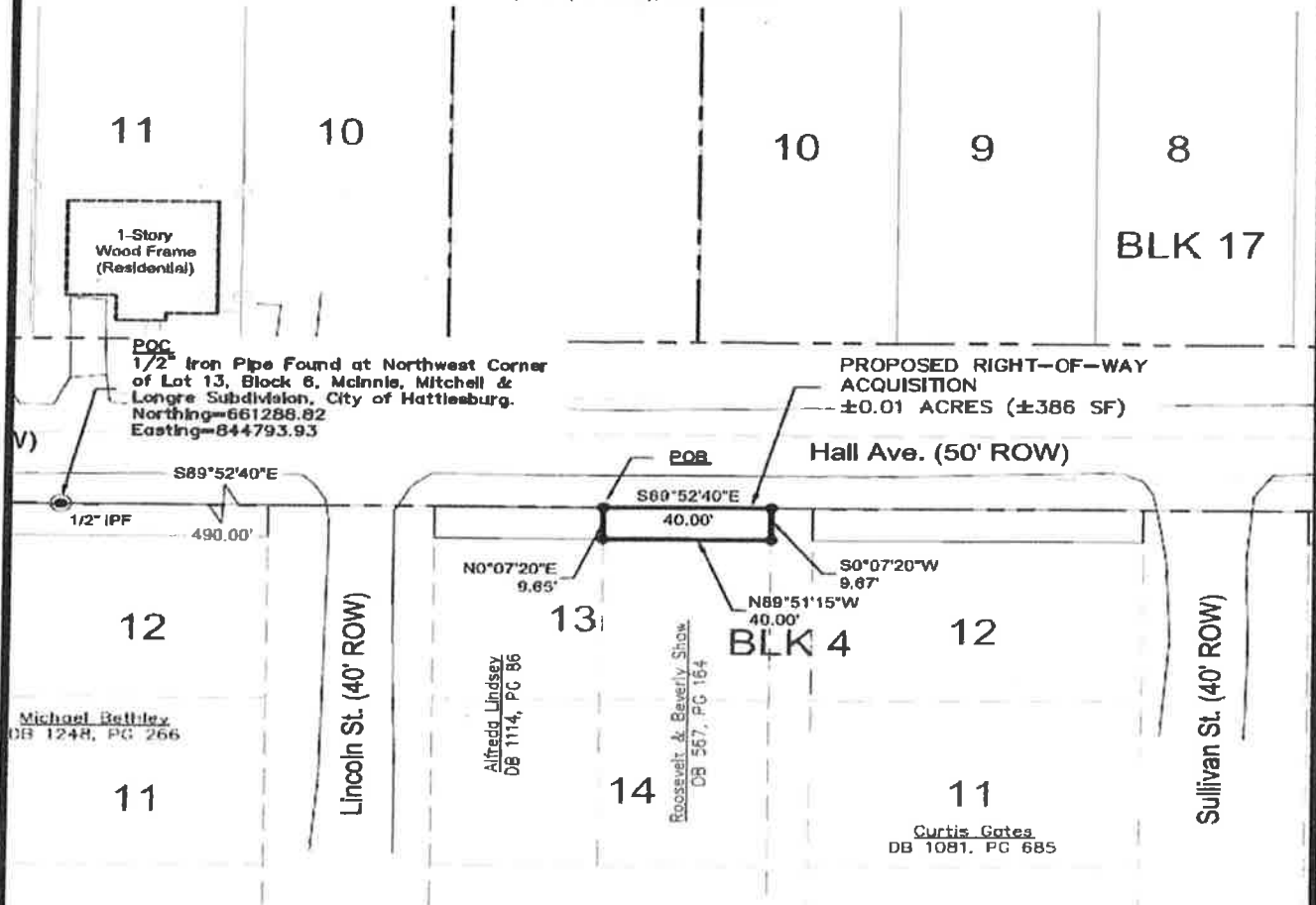
A parcel of land being part of Lot 13 of Block 4 of McInnis, Mitchell & Longre Subdivision, City of Hattiesburg, Forrest County, Mississippi, as per map or plat thereof on file in the office of Chancery Clerk of Forrest County, Mississippi, being more particularly described as follows:

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 490.00 feet, said point also being the POINT OF BEGINNING; thence continue and along said southern right-of-way boundary South 89 degrees 52 minutes 40 seconds East for a distance of 40.00 feet to the northeast corner of said Lot 13, Block 4; thence run and along the eastern boundary of said Lot 13, Block 4, South 00 degrees 07 minutes 20 seconds West for a distance of 9.67 feet; thence leaving said eastern boundary run North 89 degrees 51 minutes 15 seconds West for a distance of 40.00 feet; thence run North 00 degrees 07 minutes 20 seconds East for a distance of 9.65 feet back to the POINT OF BEGINNING. Said parcel contains 0.01 acres (386 square feet), more or less.

Roosevelt Shaw - +/-0.01 Ac.

LEGAL DESCRIPTION (Proposed Right-of-Way Acquisition)

A parcel of land being part of Lot 13 of Block 4 of McInnis, Mitchell & Longre Subdivision, City of Hattiesburg, Forrest County, Mississippi, as per map or plat thereof on file in the office of Chancery Clerk of Forrest County, Mississippi, being more particularly described as follows:
Commencing at a found 1/2" iron pipe at the Northwest Corner of Lot 13 of Block 6 of Said McInnis, Mitchell & Longre Subdivision, City of Hattiesburg, Mississippi; thence run and along the southern right-of-way boundary of Hall Avenue South 89 degrees 52 minutes 40 seconds East for a distance of 490.00 feet, said point also being the Point of Beginning; thence continue and along said southern right-of-way boundary South 89 degrees 52 minutes 40 seconds East for a distance of 40.00 feet to the northeast corner of said Lot 13, Block 4; thence run and along the eastern boundary of said Lot 13, Block 4, South 00 degrees 07 minutes 20 seconds West for a distance of 9.67 feet; thence leaving said eastern boundary run North 89 degrees 51 minutes 15 seconds West for a distance of 40.00 feet; thence run North 00 degrees 07 minutes 20 seconds East for a distance of 9.65 feet back to the POINT OF BEGINNING. Said parcel contains 0.01 acres (386 square feet), more or less.



NO TITLE REPORT PROVIDED



LEGEND:

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

GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.

NOTES:

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. 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



Right-of-Way Survey

Roosevelt and Beverly Shaw
PPIN: 22052

CCE NO.: 76242036

SCALE: 1" = 40'

DATE: 11/30/2019

CHECKED: RTB

DRAWN: JCR

SHEET 1 OF 1

Drawing Location: G:\76242036\dwg\PLAT\76242036-PLAT1.dwg



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, January 19, 2021

Re: Acknowledge bids received January 7, 2021 for the Ditch and Waterways Herbicide spraying for the City of Hattiesburg and accept the bid of Hardy Vegetation Management.
File Number: 2021-35
Minute Book #

Summary

Acknowledge bids received January 7, 2021 for the Ditch and Waterways Herbicide spraying for the City of Hattiesburg and accept the bid of Hardy Vegetation Management.

Recommendation Statement

Please place this on the January 19, 2021 City Council meeting for consideration.



**HVM Bid Sheet
City of Hattiesburg
Ditch and Waterways Herbicide Spraying**

Scope of Work:

Item #	Service Description	Price/Application
I.	Late Winter/ Early Spring application	\$ 12,450.00
II.	Late Spring/ Early Summer application	\$ 12,450.00
III.	Late Summer/ Early Fall application	\$ 12,450.00
IV.	4 th application if necessary	\$ 12,450.00

Submitted By:

A handwritten signature in dark ink, appearing to read 'Jay Hardy', is written over a horizontal line.

Jay Hardy, President
Hardy Landscape Management, Inc.
dba Hardy Vegetation Management

Date: January 7, 2021

City of Hattiesburg
Herbicide Application Service Specifications

Article I. General Scope of Work

Section 1.01 Vendor shall provide all materials necessary to complete spray applications including, but not limited to, supplies, herbicide, foam, dye, surfactant, spray equipment and labor. Vendor shall provide chemical data sheets on all chemicals used during the application process and shall provide copies of insurance and licenses from the Bureau of Plant Industry of the MS Department of Agriculture and Commerce.

Article II. Vendor Responsibilities

Section 2.01 Vendor shall provide all material, labor and equipment to spray vegetative herbicides and aquatic brush control products in and around City of Hattiesburg ditches and relief waterway rights-of-ways in the City of Hattiesburg. Vendor shall only use products that meet or exceed all local, state and federal permit requirements for spraying in or near ditches, streams, creeks, rivers, or other type waterway. Vendor shall control vegetative and aquatic brush pressure from bank-to-bank along all ditches and waterways included in this contract.

Section 2.02 Spray applications shall be made at least three (3) times per year and shall be executed approximately in late winter/early spring, late spring/early summer, and late summer/early fall based upon existing weather conditions and vegetative growth patterns. Vendor shall provide a forth (4th) spray application if conditions warrant. Vendor shall coordinate with the City of Hattiesburg's Director of Public Works before initiating all application services.

Section 2.03 Vendor shall provide general liability insurance with a minimum amount of \$1,000,000 with the City of Hattiesburg listed as additionally insured. Vendor shall also provide copies of current licenses and permits from the Bureau of Plant Industry of the MS Department of Agriculture and Commerce as required by Mississippi Code 69-19-1 through 69-19-11.

Article III. City of Hattiesburg Responsibilities

Section 3.01 The City of Hattiesburg shall provide vendor with locations that require herbicide spraying. Ditch and waterway maps 1-5 are attached to these specifications. Vendors wishing to visit the site prior to bid should contact the City of Hattiesburg's Director of Public Works at 601-545-4648.

Article IV. General Terms

Section 4.01 This contract shall be for a period of one (1) year, January 1, 2021, through December 31, 2021. The fee schedule shall be as follows.

- | | |
|--|--------------------------|
| • Late winter/early spring | \$ 16,750. ⁰⁰ |
| • Late spring/early summer | \$ 16,750. ⁰⁰ |
| • Late summer/early fall | \$ 16,750. ⁰⁰ |
| • 4 th If necessary application | \$ 16,750. ⁰⁰ |

City of Hattiesburg
Herbicide Application Service Specifications

Article I. General Scope of Work

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Article IV. General Terms

Section 4.01 This contract shall be for a period of one (1) year, January 1, 2021, through December 31, 2021. The fee schedule shall be as follows.

- | | |
|--|------------------------|
| • Late winter/early spring | \$ 17,500 ^u |
| • Late spring/early summer | \$ 20,110 ^u |
| • Late summer/early fall | \$ 20,110 ^u |
| • 4 th If necessary application | \$ 17,500 ^u |



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: Ronnie Perkins, Director of Public Works
Date: January 11, 2021
Subject: Term Bids

After review of the bids received from various vendors on January 7, 2021 for Herbicide Spraying for the Public Works Department. It is my recommendation that the following actions be taken in acceptance of bids for the following item:

Ditch and Waterway Herbicide Spraying-Accept the bid of Hardy Vegetation Management as the lowest and best bid received.

Should you have any questions concerning this recommendation, please contact my office.

Thanks,
Ronnie Perkins



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, January 19, 2021

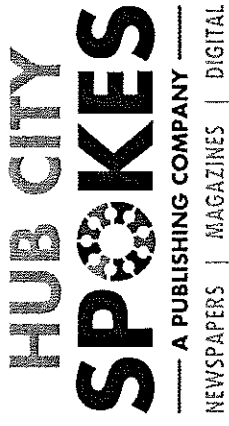
Re: Acknowledge receipt of bid received on January 7, 2021, for Legal Advertising for the City of Hattiesburg and accept the bid of Hub City Spokes as the best and only bid received.
File Number: 2021-6
Minute Book #

Summary

Acknowledge receipt of bid received on January 7, 2021, for Legal Advertising for the City of Hattiesburg and accept the bid of Hub City Spokes as the best and only bid received.

Recommendation Statement

Please place this on the January 19, 2021 City Council meeting for consideration.



Hattiesburg Publishing, Inc. d.b.a. HubCitySPOKES
Publishers of *The PineBelt NEWS* and *Signature Magazine*
525 North Main Street, Suite C • Hattiesburg, MS 39401

December 29, 2020

Kermas Eaton, City Clerk
City of Hattiesburg
P.O. Box 1898
200 Forrest Street
Hattiesburg, MS 39403-1898

Mr. Eaton:

The Pine Belt News, a Mississippi-owned newspaper afforded the rights to publish legal advertising by Title 13, Chapter 3, Section 31 of Mississippi Code, hereby submits its bid to publish all official legal advertisements for The City of Hattiesburg for the period of January 19, 2021 to January 18, 2022.

We faithfully submit the rate of 12 cents per word for the first insertion and 10 cents per word for any and all subsequent insertions, unless otherwise required and specified by Mississippi code.

Thank you for the consideration.

Sincerely,

Christina Pierce

Christina Pierce
Publisher



**UNITED STATES
POSTAL SERVICE® (All Periodicals Publications Except Requester Publications)**

1. Publication Title		2. Publication Number	3. Filing Date
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PO Box 1110

Hattiesburg MS 39403-1110

Editor (Name and complete mailing address)

Joshua Wilson

P.O. Box 1110

Hattiesburg MS 39403

Managing Editor (Name and complete mailing address)

Joshua Wilson

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Hattiesburg MS 39403

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Full Name

Complete Mailing Address

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The purpose, function, and nonprofit status of this organization and the exempt status for federal income tax purposes:

☐ Has Not Changed During Preceding 12 Months

☐ Has Changed During Preceding 12 Months (Publisher must submit explanation of change with this statement)

13. Publication Title		14. Issue Date for Circulation Data Below		
The Pine Belt NEWS		09/24/2020		
15. Extent and Nature of Circulation				
a. Total Number of Copies (Net press run)		Average No. Copies Each Issue During Preceding 12 Months	No. Copies of Single Issue Published Nearest to Filing Date	
		4039		4077
b. Paid Circulation (By Mail and Outside the Mail)	(1) Mailed Outside-County Paid Subscriptions Stated on PS Form 3541 (Include paid distribution above nominal rate, advertiser's proof copies, and exchange copies)	1264		1267
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	(3) Paid Distribution Outside the Mails Including Sales Through Dealers and Carriers, Street Vendors, Counter Sales, and Other Paid Distribution Outside USPS®	1680		1595
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c. Total Paid Distribution (Sum of 15b (1), (2), (3), and (4))		5673		5623
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	(2) Free or Nominal Rate In-County Copies included on PS Form 3541	37		39
	(3) Free or Nominal Rate Copies Mailed at Other Classes Through the USPS (e.g., First-Class Mail)	0		0
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e. Total Free or Nominal Rate Distribution (Sum of 15d (1), (2), (3) and (4))		369		374
f. Total Distribution (Sum of 15c and 15e)		6042		5997
g. Copies not Distributed (See Instructions to Publishers #4 (page #3))		130		127
h. Total (Sum of 15f and g)		6172		6124
i. Percent Paid (15c divided by 15f times 100)		93.89		93.76

* If you are claiming electronic copies, go to line 16 on page 3. If you are not claiming electronic copies, skip to line 17 on page 3.



**UNITED STATES
POSTAL SERVICE® (All Periodicals Publications Except Requester Publications)**

16. Electronic Copy Circulation

	Average No. Copies Each Issue During Preceding 12 Months	No. Copies of Single Issue Published Nearest to Filing Date
a. Paid Electronic Copies	▶	
b. Total Paid Print Copies (Line 15c) + Paid Electronic Copies (Line 16a)	5673	5623
c. Total Print Distribution (Line 15f) + Paid Electronic Copies (Line 16a)	6042	5997
d. Percent Paid (Both Print & Electronic Copies) (16b divided by 16c x 100)	93.89	93.76

☒ I certify that 50% of all my distributed copies (electronic and print) are paid above a nominal price.

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☐ Publication not required.

in the 10/26/2017 issue of this publication.

18. Signature and Title of Editor, Publisher, Business Manager, or Owner

Christina Pucie

Date

9/29/20

I certify that all information furnished on this form is true and complete. I understand that anyone who furnishes false or misleading information on this form or who omits material or information requested on the form may be subject to criminal sanctions (including fines and imprisonment) and/or civil sanctions (including civil penalties).



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Kermas Eaton, City Clerk

Date: Tuesday, January 19, 2021

Re: Approve and authorize issuance of manual checks for CDBG Program Claims per attached Memorandum. {Entitlement CDBG}
File Number: 2021-10
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 January 19, 2021 City Council meeting for consideration.

**CONTRACTORS USE ONLY**

CONTRACTOR **COMMUNITY CONNECTIONS INC - CCI**
 ADDRESS **215 Mobile Street**
Hattiesburg, MS 39401

PHONE NO. **601.261.0820**

PREPARED BY **Terrance Thigpen** DATE **08-Jan-21**
 Board Chair

JOB SITE LOCATION **213 S. 11th Ave**
Hattiesburg, MS 39401

CONTRACT NO. _____

SUB INVOICE NO. _____

SALES / USE TAX ACCOUNT NO. _____
 (FOR JOB SITE LOCATION) _____

REQUEST FOR PERIODIC PAYMENT**ACCOUNTING USE ONLY**DOCUMENT NO. **001**

SUPPLIER NO. _____

JOB SITE USE ONLY

ACCTG. CONTRACT NO. _____

PAY ESTIMATE INVOICE NO. _____

INVOICE DATE _____

CURRENT PERIOD GROSS AMOUNT **\$7,340**RETAINAGE AMOUNT **\$0**CURRENT PERIOD NET AMOUNT **\$7,340****CCI SCHEDULE OF VALUES**

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		STORED MATERIALS APPROVED FOR PAYMENT	TOTAL COMPLETED AND STORED TO DATE	%
			PREVIOUS APPLICATION	THIS APPLICATION			
ROOFING							
1	Removal and replacing the roofing measuring approximately 2,558.78s.f., (28 squares of 30 year shingle roofing).						
A	Tearing off the existing roofing including the felt to decking	4000.00		2000.00		2000.00	50.0%
B	Replacing any deteriorated fascia boards, cornice, etc; as well as the placing of boot jacks around the vent pipes that are extended beyond the roof surface	1200.00					
C	Installation of new #15 asphalt felt over the entire roof	400.00		400.00		400.00	100.0%
D	Repairing the damaged valley section of roof right above the kitchen, den, and master bedroom	800.00		800.00		800.00	100.0%
E	Removal and replacing of the drip edge around the perimeter of the roof	600.00					0.0%
EXTERIOR							
1	Motion security LED light fixtures	500.00					0.0%
2	Painting of home's exterior including body, trim and porches	1550.00					0.0%
3	Replacing damaged siding and trim with siding and trim of like size and strength as what is currently in place	500.00					0.0%
4	Installation of new GFCI Outlets (3) three one at each of the exit doors	263.00					0.0%
5	Installation of new 200 Amp electrical service for the home including a new meter base, main breaker, and ground rods	550.00					0.0%
6	Repairing of the holes to a sound and cosmetically appealing and paint ready condition	2000.00					0.0%
7	Installation of new entry and exit doors to the front door (the door entering the kitchen, metal clad standard 36x80 door)	1000.00					0.0%
8	Installation of new vinyl single hung vinyl windows	800.00		640.00		640.00	80.0%
9	Refaming of the window frames	800.00					0.0%

GENERAL							
1	Rewiring of the home with the use of new 12-2 wires for the fixtures and outlets; 14-2 for 3 way switches and hardwired smoke detectors; installation of necessary circuit breakers in each room and areas.						
2	Painting of the entire interior of home	2500.00		1000.00		1000.00	40.0%
3	Gutting rooms of the home that have paneling on the walls to the ceiling joists and the studs. Installation of new regular core drywall (2,624sf). Installation of new moisture rock on the walls and ceiling in bathroom (320sf)	2500.00					0.0%
4	Repairing of the holes created during the installation of the new pressure	3000.00		1500.00		1500.00	50.0%
5	Installation of new insulation in the walls and the attic of the appropriate R-value for both areas	5000.00					0.0%
6	Installation of new sheet vinyl within the entire home (80 square yards)	2000.00		1000.00		1000.00	50.0%
7	Repairing studs and rat plate in the walls at the window frames	800.00					0.0%
8	Replacing of damaged floor joists with new treated lumber under hall, bathroom to den area.						0.0%
		909.00					
HALL							
1	Installation of one hardwired smoke detector with battery backup	225.00					0.0%
2	Installation of new duplex outlets to match	225.00					0.0%
3	Salvaging of flooring in the hall area with the installation of new baseboards and shoe molding	700.00					0.0%
KITCHEN							
1	Reinstallation of existing light fixture with a four gang switch to operate the main light, and other fixtures separately	500.00					0.0%
2	Installation of new duplex outlets with a ground	225.00					0.0%
3	Installation of new hardwired smoke detector with battery backup	225.00					0.0%
DEN							
1	Reinstallation of existing light fixture with switches	325.00					0.0%
2	Installation of new duplex outlets with a ground	225.00					0.0%
3	Installation of a new hardwired smoke detector with battery backup	225.00					0.0%
4	The reinstallation of the shelving in this room	800.00					
5	The installation of sheet vinyl and new baseboards	800.00					0.0%
DINING ROOM							
1	Reinstallation of existing light fixture with switches	225.00					0.0%
2	Installation of new smoke detector with battery backup	225.00					0.0%
3	Installation of a 1 gang light switches to operate the chandelier	125.00					0.0%
4	Installation of new duplex outlets with ground	225.00					0.0%
BEDROOM #1							
1	Installation of a new hardwired smoke detector with battery backup	225.00					0.0%
2	Reinstallation of existing light fixture with switches	225.00					
3	The installation of sheet vinyl and new baseboards	1000.00					
BEDROOM #2							
1	Installation of a new hardwired smoke detector with battery backup	225.00					0.0%
2	Reinstallation of existing light fixture with switches	225.00					0.0%
MASTER BEDROOM #3							
1	Installation of a new hardwired smoke detector with battery backup	225.00					0.0%
2	Reinstallation of existing light fixture with switches	225.00					0.0%
BATHROOM / MECHANICAL GENERAL							
1	Repairing of holes created during the repairs and prepping to paint	275.00					0.0%
2	Installation of a new bathtub and replacing of walls around tub with new FRP boards around the wall of the tub to ceiling	425.00					0.0%
3	Caulking around the tub to provide a better seal and use of the tub	275.00					0.0%

5	Replacing of duct work from the package unit to all the rooms in the home with new hard pipes code required for the unit size with proper hangers and insulation	10940.00					0.0%
	The placing of the setup for the washer and drier in bedroom #1 behind the hall bathroom tapping into the existing drain lines and water lines in that area	1850.00					0.0%
KITCHEN							
1	Reinstallation of existing light fixture with switches	225.00					0.0%
2	Installation of a new, p-trap, basket strainers and proper sized baskets, water supply lines, and cutoff valves	565.00					0.0%
HALL BATHROOM							
1	Installation of a new faucet with new moveable showerhead with a hose and new pop up valve.	650.00					0.0%
2	Installation of a new 3 bar light fixture over the sink and mirror.						
3	Installation of new vent heater fan light combo with a switch to operate	550.00					0.0%
4	Installation of new GFCI outlet in the sink area of the vanity	375.00					0.0%
5	Installation of a new A.D.A. approved height toilet with a rubber seal for the flange	550.00					0.0%
6	Installation of a new vanity with sink, faucet, with a pop-up valve, new supply lines, p-trap, and cutoff valves properly.	550.00					0.0%
		295.00					0.0%
MASTER BATHROOM							
1	Installation of new GFCI outlet in the sink area of the vanity	375.00					0.0%
2	Installation of a new supply lines, p-trap, and cutoff valves	550.00					0.0%
3	Salvaging of flooring in the hall area with the installation of new baseboards and shoe molding	700.00					0.0%
							0.0%
							0.0%
SUBTOTAL (THIS PAGE)		\$58,447	\$0	\$7,340	\$0	\$7,340	12.6%
TOTAL							

ON-SITE RECAP ONLY

Contract Per Cost Control

Contract Thru C.O. No.

Gross Billed To Date Less Retainage

Contract Balance

1 APPROVAL

RA

DATE :

TOTAL COMPLETED AND STORED TO DATE

\$7,340

SUBCONTRACT TOTAL RETAINAGE -10%

SUBTRACT THE NET AMOUNT OF ALL PREVIOUS BILLINGS

0

NET AMOUNT THIS BILLING

\$7,340

1/8/21
PW

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Andrew Ellard
Department of Urban Development

SUBJECT: Authorize issuance of manual check for CDBG Program claims

DATE: January 19, 2021

The following request for payment is being submitted for approval during the City Council's January 19, 2021 meeting. Please authorize and approve issuance of a manual check for the claim listed below:

Recipient: Lisa Means
Activity: Substantial Rehab
Program: CDBG
Project Site: 515 Columbia Street
Amount Requested: \$900.00
Purpose of Request: Relocation assistance: January 3, 2021 – February 2, 2021

Recipient: Helen O'Neal
Activity: Substantial Rehab
Program: CDBG
Project Site: 303 J.C. Killingsworth Drive
Amount Requested: \$900.00
Purpose of Request: Relocation assistance: January 28, 2021 – February 27, 2021

Recipient: Carolyn White
Activity: Substantial Rehab
Program: CDBG
Project Site: 515 Columbia Street
Amount Requested: \$900.00
Purpose of Request: Relocation assistance: January 5, 2021 – February 4, 2021

Recipient: Community Connections, Inc.
Activity: Substantial Rehab
Program: CDBG
Project Site: 213 S 11th Avenue
Amount Requested: \$7,340.00
Purpose of Request: Rehab draw#1

Recipient:	Community Connections, Inc.
Activity:	Substantial Rehab
Program:	CDBG
Project Site:	303 J.C. Killingsworth Drive
Amount Requested:	\$2,500.00
Purpose of Request:	Rehab draw#2

Recipient:	Community Connections, Inc.
Activity:	Substantial Rehab
Program:	CDBG
Project Site:	515 Columbia Street
Amount Requested:	\$2,025.00
Purpose of Request:	Rehab draw#1

**REQUEST FOR PERIODIC PAYMENT****CONTRACTORS USE ONLY**CONTRACTOR **COMMUNITY CONNECTIONS INC - CCI**ADDRESS **215 Mobile Street****Hattiesburg, MS 39401**PHONE NO. **601.261.0820**PREPARED BY **Terrance Thigpen**DATE **11-Jan-21**

Board Chair

JOBSITE LOCATION **515 Columbia Street****Hattiesburg, MS 39401**

CONTRACT NO. _____

SUB INVOICE NO. _____

SALES / USE TAX ACCOUNT NO.
(FOR JOBSITE LOCATION) _____**ACCOUNTING USE ONLY**DOCUMENT NO. **001**

SUPPLIER NO. _____

JOBSITE USE ONLY

ACCTG. CONTRACT NO. _____

PAY ESTIMATE INVOICE NO. _____

INVOICE DATE _____

CURRENT PERIOD GROSS AMOUNT **\$2,025**RETAINAGE AMOUNT **\$0**CURRENT PERIOD NET AMOUNT **\$2,025****CCI SCHEDULE OF VALUES**

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		STORED MATERIALS APPROVED FOR PAYMENT	TOTAL COMPLETED AND STORED TO DATE	%
			PREVIOUS APPLICATION	THIS APPLICATION			
EXTERIOR							
1	Motion security LED light fixtures	500.00					0.0%
2	Painting of home's exterior including body, trim and porches	1775.00					0.0%
3	Replacing damaged siding and trim with siding and trim of like size and strength as what is currently in place	450.00					0.0%
4	Installation of new GFCI Outlets (4) four one at each of the exit doors	350.00					0.0%
5	Installation of new 200 Amp electrical service for the home including a new meter base, main breaker, and ground rods	550.00					0.0%
6	Repairing of the holes to a sound and cosmetically appealing and paint ready condition	200.00					0.0%
7	Installation of new entry and exit doors to the front door (the door entering the kitchen, metal clad standard 36x80 door)	700.00					0.0%
8	Installation of new PEX pressure water lines from the meter to all the plumbing fixtures of home including a hydrant with anti-syphon attachment on the front and rear of home.	1685.00					0.0%
9	Installation of new vinyl single hung vinyl windows	2700.00					0.0%
10	Refaming of the window frames	950.00					0.0%
INTERIOR GENERAL							
1	Rewiring of the home with the use of new 12-2 wires for the fixtures and outlets; 14-2 for 3 way switches and hardwired smoke detectors; installation of neceary circuit breakers in each room and areas.	2040.00					0.0%
2	Painting of the entire interior of home	2250.00					0.0%
3	Gutting rooms of the home that have paneling on the walls to the ceiling joists and the studs. Installation of new regular core drywall (2,624sf). Installation of new moisture rock on the walls and ceiling in bathroom (320sf)	4050.00		2025.00		2025.00	50.0%
4	Repairing of the holes created during the installation of the new pressure pipe	11680.00					0.0%

5	value for both areas	1800.00					0.0%
6	Installation of new sheet vinyl plank snap and lock flooring within the rooms where ceramic tile is not located in the home measuring approximately 500 square feet.	1865.00					0.0%
7	Replacing of damaged floor joists with new treated lumber under hall bathroom to den area.	785.00					0.0%
HALL							
1	Instalation of one hardwired smoke detector with battery backup	225.00					0.0%
2	Installation of new duplex outlets to match	225.00					0.0%
3	Salvaging of flooring in the hall area with the installation of new baseboards and shoe molding	425.00					0.0%
LIVING ROOM							
1	Reinstallaiton of existing light fixture with a four gang switch to operate the main light, and other fixtures separately	350.00					0.0%
2	Installation of new duplex outlets with a ground	225.00					0.0%
3	Installation of new hardwired smoke detector with battery backup	225.00					0.0%
4	Trimming inside of the window installation of new crown to closely match previously crown molding size	595.00					0.0%
DINING ROOM							
1	Installation of a chandelier light fixture with switches	325.00					0.0%
2	Installation of a new hardwired smoke detector with battery backup	225.00					0.0%
3	Installation of 2 gang light switches to operated the dome light and chandelier	450.00					0.0%
4	Installation of new duplex outlets with a ground	225.00					
BEDROOM #1							
1	Installation of a new hardwired smoke detector with battery backup	225.00					0.0%
2	Installation of ceiling fan and 2 gang switches	440.00					
MASTER BEDROOM #2							
1	Installation of a new hardwired smoke detector with battery backup	225.00					0.0%
2	Installation of ceiling fan light fixture with switches	375.00					0.0%
BEDROOM #3							
1	Installation of a new hardwired smoke detector with battery backup	225.00					0.0%
2	Reinstallaion of existing light fixture with a one gang switch	125.00					0.0%
PLUMBING / MECHANICAL GENERAL							
1	Repairing of holes created during the repairs and prepping to paint	275.00					0.0%
2	Installation of a new bathtub and replacing of walls around tub with new FRP boards around the wall of the tub to ceiling	425.00					0.0%
3	Caulking around the tub to provide a better seal and use of the tub	275.00					0.0%
4	Replacing of duct work from the package unit to all the rooms in the home with new hard pipes code required for the unit size with proper hangers and insulation	9200.00					0.0%
5	The placing of the setup for the washer and drier in bedroom #1 behind the hall bathroom tapping into the existing drain lines and water lines in that area	275.00					0.0%
KITCHEN							
1	Reinstallation of existing light fixture with switches	420.00					0.0%
2	Installion of a new, p-trap, basket strainers and proper sized baskets, water supply lines, and cutoff valves	565.00					0.0%
3	Installion of of new cabinets to closely match the existing layout	1705.00					0.0%
HALL BATHROOM							
1	Installation of a new faucet with new moveable showerhead with a hose and new pop up valve.	650.00					0.0%
2	Installation of a new 3 bar light fixture over the sink and mirror. Installation						

4	Installation of a new A.D.A. approved height toilet with a rubber seal for the flange	550.00					0.0%
6	Installation of new bathtub surround (FRP Panels) secured and sealed properly.	295.00					0.0%
MASTER BATHROOM							
1	Installation of a new faucet with new moveable showerhead with a hose and new pop up valve.	650.00					0.0%
2	Installation of a new supply lines, p-trap, and cutoff valves	375.00					0.0%
3	Installation of a new 3 bar light fixture over the sink and mirror. Installation of new vent heater fan light combo with a switch to operate	500.00					
4	Installation of a new A.D.A. approved height toilet with a rubber seal for the flange	575.00					
5	Installation of a new new supply lines, p-trap, and cutoff valves	550.00					0.0%
							0.0%
							0.0%
SUBTOTAL (THIS PAGE)		\$57,650	\$0	\$2,025	\$0	\$2,025	3.5%
TOTAL							

JOBSITE RECAP ONLY

Contract Per Cost Control

Contract Thru C.O. No.

Gross Billed To Date Less Retainage

Contract Balance

PM APPROVAL

RA

DATE :

TOTAL COMPLETED AND STORED TO DATE

\$2,025

SUBCONTRACT TOTAL RETAINAGE -10%

SUBTRACT THE NET AMOUNT OF ALL
PREVIOUS BILLINGS

0

NET AMOUNT THIS BILLING

\$2,025

\$57,650

2,025

\$55,625






ACCOUNTING USE ONLY

DOCUMENT NO. 001

SUPPLIER NO. _____

ACCTG. CONTRACT NO.	_____
PAY ESTIMATE INVOICE NO.	_____
INVOICE DATE	_____
CURRENT PERIOD GROSS AMOUNT	\$ _____ \$2,500
RETAINAGE AMOUNT	\$ _____ \$0
CURRENT PERIOD NET AMOUNT	\$ _____ \$2,500
JOB-ACCOUNT CODE	_____

SPECIAL PAYMENT ARRANGEMENTS:

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		STORED MATERIALS APPROVED FOR PAYMENT	TOTAL COMPLETED AND STORED TO DATE	%
			PREVIOUS APPLICATIONS	THIS APPLICATIONS			
ROOFING							
1	Removal and replacing the roofing measuring approximately 840.25sq.f. (16 squares of 30 year shingle roofing).						
A	Tearing off the existing roofing including the felt to decking	\$550					0.0%
B	Replacing any deteriorated fascia boards, cornice, etc.; as well as the placing of boot jacks around the vent pipes that are extended beyond the roof surface	\$1,100					0.0%
C	Installation of new #15 asphalt felt over the entire roof	\$1,950					0.0%
D	Fix the dips in the roof on both sides of the roof	\$725					0.0%
E	Removal and replacing of the drip edge around the perimeter of the roof	\$515					0.0%
EXTERIOR							
1	Installation of new exterior light fixtures including 1 lantern LED motion sensor lantern light fixture at front and rear exit doors.	\$225					0.0%
2	Motion security LED light fixtures	\$325					0.0%
3	Painting of home's exterior including body, trim and porches	\$2,440					0.0%
4	Replacing damaged siding and trim with siding and trim of like size and strength as what is currently in place	\$420					0.0%
5	Installation of new GFCI Outlets (4) three one at each of the exit doors	\$200					0.0%
6	Installation of new 200 Amp electrical service for the home including a new meter base, main breaker, and ground rods	\$450					0.0%
7	Repairing of the holes to a sound and cosmetically appealing and paint ready condition	\$155					0.0%
8	Installation of new PEX pressure water lines from the meter to all the plumbing fixtures of the home including a hydrant with anti-siphon attachment on the front and rear of the home	\$745					0%
9	Replacing the damaged planks and support beams under the porch that measures approximately 16'x6'	\$555					0.0%
10	Installation of new entry and exit doors to the front door	\$238					0.0%
11	Installation of new vinyl single hung vinyl windows	\$1,070					0.0%
INTERIOR GENERAL							
1	Rewiring of the home with the use of new 12-2 wires for the fixtures and outlets; 14-2 for 3 way switches and hardwired smoke detectors; installation of necessary circuit breakers in each room and areas.	\$750					0.0%
2	Painting of the entire interior of home	\$3,640					0.0%
3	Gutting rooms of the home that have paneling on the walls to the ceiling joists and the studs. Installation of new regular core drywall (2,304sf). Installation of new moisture rock on the walls and ceiling in bathroom	\$6,540		\$2,500		\$2,500	38.2%
4	Repairing of the holes created during the installation of the new pressure pipe	\$155					0.0%
5	Installation of the doors for the interior with a swing for the proper	\$620					0.0%
6	Cutting out a portion of the subflooring and replacing the subfloors and underlayment to allow for the installation of spot piers approximately (13) thirteen that are installed at six feet on center (6'o.c.) with footings	\$2,435					0.0%
7	Installation of new insulation in the walls and the attic of the appropriate R-value for both areas with approximate square footage of 1,654.93	\$3,750					0.0%
8	Installation of new vinyl plank snap and lock flooring, with appropriate transition strips, within the entire home measuring approximately 800 square feet and new baseboards and quarter round.	\$3,652					0.0%
9	The installation of a new closet measuring approximately 2'x4' in bedroom #1	\$100					0.0%
HALL							
1	Installation of one hardwired smoke detector with battery backup	\$225					0.0%
2	Installation of new duplex outlets to match	\$225					0.0%
3	Installation of a new dome light fixture	\$225					0.0%
LIVING ROOM							

1	Installation of a new ceiling fan light combo with a four gang switch to operate the fan and the light separately, one for the light outside the front door and the other motion lights and one gang light switch at the cased opening entering from the kitchen/dinning room.	\$225					0.0%
2	Installation of new duplex outlets with a ground	\$225					0.0%
3	Installation of new hardwired smoke detector with battery backup	\$225					
4	Installation of a piece of lumber that matches the texture of the existing material that is currently on the box beams in the ceiling	\$950					0.0%
BEDROOM #1							
1	Installation of a new hardwired smoke detector with battery backup	\$225					0.0%
2	Installation of a ceiling fan light combo with a two gang switch to operate the fan and light separately	\$225					
3	Installation of new duplex outlets with a ground	\$225					0.0%
MASTER BEDROOM #2							
1	Installation of a new hardwired smoke detector with battery backup	\$225					0.0%
2	Installation of a ceiling fan light combo with a two gang switch to operate the fan and light separately	\$225					0.0%
PLUMBING GENERAL							
1	Repairing of holes created during the repairs and prepping to paint	\$155					0.0%
2	Installation of a new bathtub with a new faucet overflow drain and moveable showerhead and replacing the walls around the tubs with new FRP boards around the wall of tub to the ceiling	\$955					0.0%
4	Installation of a new A.D.A. approved height toilet with grab bars installed at back of the toilet and to the side of the toilet	\$1,100					0.0%
5	Installation of a new drain lines under the kitchen sink including the p-traps and the cut off valves and supply lines	\$600					0.0%
KITCHEN							
1	The installation of a new LED light 1'x4', for main lights and a 1'x2' LED light fixture	\$350					
2	Installation of a new, p-trap, basket strainers and proper sized baskets, water supply lines, and cutoff valves	\$760					0.0%
3	The installation of new cabinets and countertops to match the lay out on the flowchart	\$2,245					0.0%
HALL BATHROOM							
1	Installation of a new faucet with new moveable showerhead with a hose and new pop up valve.	\$350					0.0%
2	Installation of a new 3 bar light fixture over the sink and mirror with medicine cabinet. Installation of new vent heater fan light combo with a	\$465					0.0%
3	Installation of new GFCI outlet in the sink area of the vanity	\$225					0.0%
4	Installation of a new vanity with sink, faucet, with a pop-up valve, new supply lines, p-trap, and cutoff valves	\$850					0.0%
SUBTOTAL (THIS PAGE)							
		\$44,585	\$0	\$2,500	\$0	\$2,500	5.6%
TOTAL							
JOBSITE RECAP ONLY			TOTAL COMPLETED AND STORED TO DATE				
Contract Per Cost Control			SUBCONTRACT TOTAL RETAINAGE -10%				
Contract Thru C.O. No.			SUBTRACT THE NET AMOUNT OF ALL PREVIOUS BILLINGS				
Gross Billed To Date Less Retainage			NET AMOUNT THIS BILLING				
Contract Balance							
PM APPROVAL							
RA							
DATE :							


1/11/21



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Kermas Eaton, City Clerk

Date: Tuesday, January 19, 2021

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: 2021-4
Minute Book #

Summary

Approve and authorize publication of Notice for Request for Qualifications for Qualified Eligible Contractors

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 January 19, 2021 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, February 4, 2021, 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, 2023 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 ("February 4, 2021").

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 19th day of January 2021.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton
CITY CLERK

(SEAL)

Toby Barker, Mayor

PUBLISH Twice in the Legal Section: Thursday, January 21, 2021; Thursday, January 28, 2021



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ronnie Perkins, Director of Public Works

cc:

Date: Tuesday, January 19, 2021

Re: Approve Specifications and Authorize Publication of Advertisement for Term Bid Item #3 - Ready Mix Concrete for the City of Hattiesburg
File Number: 2021-13
Minute Book #

Summary

Approve Specifications and Authorize Publication of Advertisement for Term Bid Item #3 - Ready Mix Concrete for the City of Hattiesburg

Recommendation Statement

I wish the Council to Approve Specifications and Authorize Publication of Advertisement for Term Bid Item #3 - Ready Mix Concrete for the City of Hattiesburg.

Please place this on the January 19, 2021 City Council meeting for consideration.

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive bids in the following manner:

Proposals will be accepted until 10:00a.m. On Thursday, February 18, 2021, 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. A bid form is provided. 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 February 25, 2021, at 10:00 a.m.

Ready Mix Concrete

The above shall be 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 19th day of January, 2021.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton/s/
CITY CLERK

SPECIFICATIONS FOR ITEM #3: READY MIX CONCRETE FOR THE CITY OF HATTIESBURG

Bidder shall bid on Ready Mix Concrete meeting the requirements of Section 800 of the Mississippi Highway Department Specifications of 1990 or latest revisions.

Class AA@ concrete 2.00 cement factor-compressive
strength in 28 days of 4500 PSI

Class AA@ concrete 1.75 cement factor-compressive
strength in 28 days of 4000 PSI

Class AA@ concrete 1.65 cement factor-compressive
strength in 28 days of 3500 PSI

Class AB@ concrete 1.50 cement factor-compressive
strength in 28 days of 3000 PSI

Class AB@ concrete 1.50 cement factor-compressive
strength in 28 days of 3500 PSI, with pea gravel
for washed aggregate use

Class AC@ concrete 1.25 cement factor-compressive
strength in 28 days of 2500 PSI

Class AD@ concrete 1.00 cement factor-compressive
strength in 28 days of 2000 PSI

Six bag pea gravel grout mix

Fiber mesh added to mix per cubic yard

BIDDER shall quote additional cost per yard for 2% calcium chloride

for all classes of concrete contained herein.

Ready mix concrete furnished not to exceed 20% per yard fly ash-Class AC@.

BIDDER shall quote prices per Cubic Yard.

IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.

PAYMENT TERMS: Remittance within forty-five (45) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning April 1, 2021, and ending September 30, 2022, items to be purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

DELIVERY: F.O.B. Hattiesburg, Mississippi, to job site.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 19th day of January, 2021.

CITY OF HATTIESBURG, MISSISSIPPI

BY: 

CITY CLERK

SPECIFICATIONS APPROVED BY:

A handwritten signature in black ink, appearing to read "G. M. Blum", written over a horizontal line.

PUBLIC WORKS

ITEM #3 - READY MIX CONCRETE FOR THE CITY OF HATTIESBURG

ITEMS	PRICE PER CUBIC YARD
CLASS AA@ - 4500 PSI (2.00 CEMENT FACTOR)	
CLASS AA@ - 4000 PSI (1.75 CEMENT FACTOR)	
CLASS AA@ - 3500 PSI (1.65 CEMENT FACTOR)	
CLASS AB@ - 3000 PSI (1.50 CEMENT FACTOR)	
CLASS AB@ - 3500 PSI W/ PEA GRAVEL (1.50 CEMENT FACTOR)	
CLASS AC@ - 2500 PSI (1.25 CEMENT FACTOR)	
CLASS AD@ - 2000 PSI (1.00 CEMENT FACTOR)	
SIX BAG PEA GRAVEL GROUT MIX	
FIBER MESH ADDED TO MIX	
2% CALCIUM CHLORIDE ADDED	
TOTAL	

NAME OF COMPANY

STREET/P.O. ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER & FAX NUMBER

DATE OF BID

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, January 19, 2021

Re: Approve Specifications and Authorize Publication of Advertisement for Term Bid Item #25 - Concrete & Brick Transportation Structures for the City of Hattiesburg
File Number: 2021-14
Minute Book #

Summary

Approve Specifications and Authorize Publication of Advertisement for Term Bid Item #25 - Concrete & Brick Transportation Structures for the City of Hattiesburg

Recommendation Statement

I wish the Council to Approve Specifications and Authorize Publication of Advertisement for Term Bid Item #25 - Concrete & Brick Transportation Structures for the City of Hattiesburg

Please place this on the January 19, 2021 City Council meeting for consideration.

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, February 18, 2021, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following supplies, to-wit:

ITEM #25: CONCRETE AND BRICK STRUCTURES

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, 200 Forrest Street, Hattiesburg, Mississippi, 39403, (601) 545-4552, which may be obtained upon request.

SEALED BIDS:

Sealed bids must be received in a sealed envelope which is marked in the lower left-hand corner with the word ABID@ and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING.

ELECTRONIC BIDS:

Official bid documents can be downloaded from Central Bidding at www.centralbidding.com. Electronic bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive formalities.

PUBLISHED by Order of the Council on this, the 19th day of January, 2021.

CITY OF HATTIESBURG, MISSISSIPPI



CITY CLERK

(SEAL)

**SPECIFICATIONS FOR ITEM #25: CONCRETE & BRICK TRANSPORTATION STRUCTURES FOR
THE CITY OF HATTIESBURG**

Bidder shall bid on furnishing materials, labor, forms and equipment to install concrete & brick transportation structures for the Engineering Department, which meets or exceeds Mississippi Highway Standard Specifications for Roads & Bridge Construction, 2004, together with all provisions and/or addendums to the standards, amendments and/or special duty approved and adopted.

Bid prices include excavation & subgrade preparation necessary for construction of bid items. Temporary traffic control for construction zones shall be included in bid price and subject to referenced specifications. Contractor shall follow the Manual on Uniform Traffic Control Devices.

Bidder shall use Street Bond system or approved equal when stamping asphalt. Bidder shall match existing asphalt stamping which is a Street Bond "terra cotta ". Bidder shall include all equipment, paint and other items necessary to properly stamp asphalt.

Sidewalk construction and curb ramps shall meet current ADA Design Guidelines. Appurtenances associated with accessible design, such as detectable warning strips, shall be included in pay item bid prices.

Adjustment of City Utilities refers to the adjustment of the elevation of City infrastructure that may fall within or interfere with construction of sidewalk, driveway or any other infrastructure that is requested to be constructed. Utilities refers to only the lid or other structure covering the utility, this includes but is not limited to, Water valve box, water meter box, or any other type of structure of similar structure. This is not the physical relocation of said utility. This item shall include all material and personnel necessary to perform this task.

Bump Grinding refers the grinding of City sidewalks and streets for the purpose of removing any abrupt elevation changes in the pavement that can be reduced to smooth the surface. This item shall include all material and personnel necessary to perform this task.

Street sweeping shall include necessary people and equipment to sweep city streets and dispose of any

material that is obtained while sweeping. This is a per each item. Meaning if necessary, the City may require more than one sweeper. This will be paid for based on the hours each street sweeper operates.

Minor Structures shall include all necessary people and equipment including steel to construct the structure requested. This includes but is not limited to Junction boxes, Inlet boxes or any other type of concrete structure that maybe needed.

Sod shall include centipede, Bermuda and St Augustine

Work performed under the terms of this contract which provides new installation of City sidewalks and other structure shall not exceed one hundred and fifty thousand dollars (\$150,000.00) per project as provided by state law. The City of Hattiesburg reserves the right to bid any and all projects, as determined by the City Engineer and/or Public Works Director, on an individual basis and have said work performed by the successful bidder, or have work performed under this contract, whichever is in the City's best interest.

Pursuant to Section 31-5-51 of the Mississippi Code (Amended) which requires certain vendors have liability insurance, the successful bidder shall furnish to the City of Hattiesburg, before entering into any such contract, proof of general liability insurance coverage in the amount not less than one million dollars (\$1,000,000.00) for bodily injury and property damage.

IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.

PRICES shall be FIRM for a period beginning April 1, 2021, and ending September 30, 2022, items to be purchased as required.

Approved By: 
Lamar Rutland P.E.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year

PAYMENT TERMS: Remittance within forty-five (45) days from satisfactory delivery of goods and/or receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, February 18, 2021 in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City's requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner EXACTLY as follows:

BID

ITEM #25 CONCRETE & BRICK TRANSPORTATION STRUCTURES

SUBMITTED BY 10:00 A.M. THURSDAY, FEBRUARY 18, 2021

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 19th day of January 2021.

CITY OF HATTIESBURG, MISSISSIPPI

BY: 

CITY CLERK

**BID FORM FOR ITEM #25 - CONCRETE AND BRICK TRANSPORTATION STRUCTURES FOR
THE CITY OF HATTIESBURG**

PAY ITEM	UNITS	UNIT PRICE
4" Concrete Sidewalk, Without Reinforcement (including excavation)	S.Y.	
6" Concrete Sidewalk, Without Reinforcement(including excavation)	S.Y.	
Concrete Curb, Header	L.F.	
Combination Concrete Curb & Gutter	L.F.	
Stamping Asphalt	S.Y.	
Endurablend Texturing Min (400 Sf Min)		
Roadway Brick Paving Repair, Including 4" Concrete Base & Dry Sand Bedding and Joint Fill; Bricks Provided by Contractor	S.Y.	
Roadway Brick Paving Repair, Including 4" Concrete Base & Dry Sand Bedding and Joint Fill; Bricks Provided by City	S.Y.	
Concrete Driveway, Without Reinforcement	S.Y.	
Concrete Median and/or Island Pavement, 6"	S.Y.	
Imprinted Aggregate Reinforced Preformed Thermoplastic Pavement Markers	S.F.	
Demolition of Curbs	L.F.	
Demolition of Sidewalks	S.Y.	
ADA Ramps	S.Y.	

Truncated Domes	S.F.	
Truncated Domes (in Radius)	S.F.	
Select Fill	C.Y.	
Sod	S.Y.	
Minor Structures (0.5 CY- 3CY)	C.Y.	
Minor Structures (3CY- 6CY)	C.Y.	
Minor Structures (6 CY- 6CY)	C.Y.	
Saw Cutting (All Depths)	L.F.	
Crushed Conc.	Ton	
Top Soil	C.Y.	
Adjustment of City Utilities	E.A.	
Bump Grinding (All depths)	S.Y	
Street Sweeping (per unit)	HR	
Removal of Conc. Structures	SY	
Removal of Concrete curb	L . F .	
Total bid price		

NAME OF COMPANY

STREET/P.O. ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER & EMAIL

DATE OF BID

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ronnie Perkins, Director of Public Works

cc:

Date: Tuesday, January 19, 2021

Re: Approve Specifications and Authorize Publication of Advertisement for Term Bid Item #33 - Crushed Concrete for the City of Hattiesburg
File Number: 2021-15
Minute Book #

Summary

Approve Specifications and Authorize Publication of Advertisement for Term Bid Item #33 - Crushed Concrete for the City of Hattiesburg

Recommendation Statement

I wish the Council to Approve Specifications and Authorize Publication of Advertisement for Term Bid Item #33 - Crushed Concrete for the City of Hattiesburg

Please place this on the January 19, 2021 City Council meeting for consideration.

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive bids in the following manner:

Proposals will be accepted until 10:00a.m. On Thursday, February 18, 2021, 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. A bid form is provided. 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 February 25, 2021, at 10:00 a.m.

Crushed Concrete

The above shall be 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 19th day of January, 2021.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton/s/
CITY CLERK

**SPECIFICATIONS FOR ITEM #33: CRUSHED CONCRETE
FOR THE CITY OF HATTIESBURG**

Bidder shall bid on furnishing Crushed Concrete for the City of Hattiesburg.

IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.

PRICES shall be FIRM for a period beginning April 1, 2021 and ending September 30, 2022, items to be purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

DELIVERY: F.O.B. Hattiesburg, Mississippi, as indicated on Purchase Order, freight prepaid.

PAYMENT TERMS: Remittance within forty-five (45) days from satisfactory delivery of goods and receipt of invoice(s).

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 19th day of January, 2021.

CITY OF HATTIESBURG

BY: 

CITY CLERK

SPECIFICATIONS APPROVED BY:



ITEM #33 - CRUSHED CONCRETE FOR THE PUBLIC SERVICES DEPARTMENT

ITEM	PRICE PER TON
Crushed Concrete	

NAME OF COMPANY

STREET/P.O. ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER & FAX NUMBER

DATE OF BID

OFFICIAL=S NAME & TITLE

OFFICIAL=S SIGNATURE



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Chris McGee, Director of Parks and Recreation
cc:
Date: Tuesday, January 19, 2021
Re: Approve the sale of grave spaces, per attached memo's, Receipts, and Deeds.
File Number: 2021-5
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 January 19, 2021 City Council meeting for consideration.

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: December 23, 2020

The following represents the grave spaces sold on December 23, 2020.

Jack & Cathy Rayner

(2) Spaces \$ 350.00 (Debit Card)

Northwest Quarter (NW ¼)

Lot 113, Section 39, Highland Cemetery

Linda Faulkner & Kelly Rawls

(2) Spaces \$ 350.00 (Debit Card)

Northeast Quarter (NE ¼)

Lot 38, Section 36, Highland Cemetery

Pam Shows

(1) Space \$ 175.00 (Debit Card)

North Half (N ½) of the Southeast Quarter (SE ¼)

Lot 38, Section 36, Highland Cemetery

Patti S. Purser

(2) Spaces \$ 350.00 (Debit Card)

Southeast Quarter (SE ¼)

Lot 117, Section 38, Highland Cemetery

Mae Ruth Hinton

(1) Space z\$ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 79, Section 34, Highland Cemetery

Retha Mae Magee

(1) Space \$ 175.00

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot 80, Section 38, Highland Cemetery

Michael C. Cooley

(1) Space \$ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 38, Section 37, Highland Cemetery

Robert Gus Norwood & Maxyne Ware Norwood

(2) Space \$ 350.00

Southwest Quarter (SW ¼)

Lot 120, Section 39, Highland Cemetery

Elois Ingram

(1) Space \$150.00

North Half (N ½) of the Northeast Quarter (NE ¼)

Lot 62, Section 2, South Hill Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: January 6, 2021

The following represents the grave spaces sold on January 6, 2021.

Idalia Fontecchio

(2) Spaces \$ 350.00

Northwest Quarter (NW ¼)

Lot 29, Section 20, Highland Cemetery

John Creagh

(1) Space \$ 175.00

North Half (N ½) of the Southeast Quarter (SE ¼)

Lot 1, Section 34, Highland Cemetery

Adrian Cox

(1) Space \$ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 39, Section 35, Highland Cemetery

Mary Louise Ingram

(1) Space \$ 175.00

North Half (N ½) of the Southeast Quarter (SE ¼)

Lot 41, Section 36, Highland Cemetery

Charles Ingram

(1) Space \$ 175.00

South Half (S ½) of the Southeast Quarter (SE ¼)

Lot 41, Section 36, Highland Cemetery

Jerry David Odom & Natalie Norwood Odom

(2) Spaces \$ 350.00

Southeast Quarter (SE ¼)

Lot 120, Section 39, Highland Cemetery

John A. Johnson & Andrea Norwood Johnson

(2) Spaces \$ 350.00

Northeast Quarter (NE ¼)

Lot 126, Section 39, Highland Cemetery

Alden Patrick Johnson

(2) Spaces \$ 350.00

Northwest Quarter (NW ¼)

Lot 126, Section 39, Highland Cemetery

Patricia Brown

(1) South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 74, Section 34, Highland Cemetery

Angela Smith

(1) Space \$ 175.00

East Half (E ½) of the Northeast Quarter (NE ¼)

Lot 147, Section 21, Highland Cemetery

Loretha Kelly

(1) Space \$ 175.00

South Half (S ½) of the Southeast Quarter (SE ¼)

Lot 100, Section 24, Highland Cemetery

James & Ida Arnold

(2) Space \$ 350.00

Northeast Quarter (NE ¼)

Lot 39, Section 36, Highland Cemetery

Harry J. Nause, Jr.

(2) Spaces \$350.00

Northwest Quarter (NW ¼)

Lot 120, Section 39, Highland Cemetery

Melvin Ingram

(1) Space \$ 175.00

South Half (S1/2) of the Northeast Quarter (NE ¼)

Lot 62, Section 2, South Hill Cemetery

Johnnie Rogers

(1) Space \$ 175.00

East Half (E ½) of the Northeast Quarter (NE ¼)

Lot 179, Section 22, Highland Cemetery

Otis Hall

(1) Space \$ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 22, Section 35, Highland Cemetery

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, Jack & Cathy Rayner, 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 113 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 19th day January, 2021.

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 19th day of January, 2021

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, Linda Faulkner & Kelly Rawls, 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 38 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 19th day January, 2021.

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 19th day of January, 2021

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 Pam Shows, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southeast Quarter (SE¼)

Lot 38 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 19th day of January, 2021.

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 19th day of January 2021.

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, Patti S. Purser, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE¼)

Lot Number 117 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 19th day January, 2021.

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 19th day of January, 2021

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 Mae Ruth Hinton, 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 79 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 19th day of January, 2021.

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 19th day of January 2021.

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 Retha Mae Magee, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southwest Quarter (SW¼)

Lot 80 Section 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of January, 2021.

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 19th day of January 2021.

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 Michael C. Cooley, 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 38 Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of January, 2021.

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 19th day of January 2021.

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, Robert Gus Norwood & Maxyne Ware Norwood, 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 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 19th day January, 2021.

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 19th day of January, 2021

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 Elois Ingram, 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 Number: 62 Section Number: 2

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of January, 2021.

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 19th day of January, 2021.

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, Idalia Fontecchio, 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 29 Section Number 20

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day January, 2021.

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 19th day of January, 2021

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 John Creagh, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southeast Quarter (SE¼)

Lot 1 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 19th day of January, 2021.

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 19th day of January 2021.

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 Adrian Cox, 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 39 Section 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of January, 2021.

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 19th day of January 2021.

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 Mary Louise Ingram, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southeast Quarter (SE¼)

Lot 41 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 19th day of January, 2021.

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 19th day of January 2021.

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 Charles Ingram, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southeast Quarter (SE¼)

Lot 41 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 19th day of January, 2021.

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 19th day of January 2021.

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, Jerry David Odom & Natalie Norwood Odom, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE¼)

Lot Number 120 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 19th day January, 2021.

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 19th day of January, 2021

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, John A. Johnson & Andrea Norwood 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 126 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 19th day January, 2021.

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 19th day of January, 2021

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, Alden Patrick 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:

Northwest Quarter (NW¼)

Lot Number 126 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 19th day January, 2021.

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 19th day of January, 2021

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 Patricia Brown, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northwest Quarter (NW¼)

Lot 74 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 19th day of January, 2021.

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 19th day of January 2021.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Angela Smith, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E½) of the Northeast Quarter (NE¼)

Lot 147 Section 21

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of January, 2021.

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 19th day of January 2021.

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 Loretha Kelly, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southeast Quarter (SE¼)

Lot 100 Section 24

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of January, 2021.

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 19th day of January 2021.

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, James & Ida Arnold, 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 39 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 19th day January, 2021.

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 19th day of January, 2021

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, Harry J. Nause, 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:

Northwest Quarter (NW¼)

Lot Number 120 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 19th day January, 2021.

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 19th day of January, 2021

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 Melvin Ingram, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northeast Quarter (NE¼)

Lot Number: 62 Section Number: 2

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of January, 2021.

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 19th day of January, 2021.

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 Johnnie Rogers, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E½) 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 19th day of January, 2021.

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 19th day of January 2021.

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 Otis Hall, 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 22 Section 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of January, 2021.

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 19th day of January 2021.

My Commission Expires:

NOTARY PUBLIC

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-1-20 2020

SOLD TO:

Mr. Mrs. Miss Jack & Cathy Rayner

ADDRESS 34 Danstone Rd. Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 NW 1/4 Lot No. 118 Section No. 31 in 1st 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

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-1-20 2020

SOLD TO:

Mr. Mrs. Miss Linda Faulkner & Kelly Rayner

ADDRESS 592 Cole Rd. Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 NE 1/4 Lot No. 38 Section No. 36 in 1st 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

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-1-20 2020

SOLD TO:

Mr. Mrs. Miss Pam Shaws

ADDRESS 592 Cole Rd. Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SE 1/4 Lot No. 38 Section No. 36 in 1st 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

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-22 2020

SOLD TO:

Mr. Mrs. Miss Patth S Purser

ADDRESS 138 Waverly Circle Hattiesburg, Miss 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 SE 1/4 Lot No. 117 Section No. 38 in Hattiesburg 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

CC

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-22 2020

SOLD TO:

Mr. Mrs. Miss Mae Ruth Hinton

ADDRESS 314 Gulfport St Hattiesburg, Miss 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NW 1/4 Lot No. 79 Section No. 34 in Hattiesburg Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

Cash

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-17 2020

SOLD TO:

Mr. Mrs. Miss Retha Mae Mager

ADDRESS 707 East 8th Street Hattiesburg, Miss 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SW 1/4 Lot No. 80 Section No. 38 in Hattiesburg Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

Cash

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., _____ 20__

SOLD TO:

Mr. Mrs. Miss Michael C. Corley

ADDRESS P.O. Box 245 Hattiesburg, Miss.

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NW 1/4 Lot No. 38 Section No. _____ in _____ Cemetery

Number of grave spaces 1 Price per grave space \$ _____

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

CK # 9534 By _____
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., _____ 20__

SOLD TO:

Mr. Mrs. Miss Robert Gus Newwood

ADDRESS 155 Crosscreek Parkway Hattiesburg, Miss.

desires to purchase the grave space described below, subject to Cemetery regulations.

SW 1/4 Lot No. 120 Section No. 30 in _____ Cemetery

Number of grave spaces 2 Price per grave space \$ _____

Price Received \$ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

CK # 3388 By _____
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., _____ 20__

SOLD TO:

Mr. Mrs. Miss E. S. Ingram

ADDRESS P.O. Box 245 Hattiesburg, Miss.

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NE 1/4 Lot No. 62 Section No. _____ in _____ Cemetery

Number of grave spaces 1 Price per grave space \$ _____

Price Received \$ 150.00

CITY OF HATTIESBURG, MISSISSIPPI

CK # 9534 By _____
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 12-20-20

SOLD TO:

Mr. Mrs. Miss Idalia Fontecchio

ADDRESS 205 Bay St. Hattiesburg, Miss. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 NW 1/4 Lot No. 29 Section No. 20 in Hattiesburg 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# 82777 (Hulett)

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 12-20-20

SOLD TO:

Mr. Mrs. Miss John Greagh

ADDRESS 3308 West Adeline St Hattiesburg, Miss. 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SE 1/4 Lot No. 1 Section No. 34 in Hattiesburg 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

CC

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 12-20-20

SOLD TO:

Mr. Mrs. Miss Adrian Cox

ADDRESS 109 Clarence Bay Dr Hattiesburg, Miss. 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NW 1/4 Lot No. 39 Section No. 23 in Hattiesburg 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

CC

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-29- 2020

SOLD TO:

Mr. ☒ Mrs. Miss Mary Louise Ingram

ADDRESS 100 Leeds Place Hattiesburg, MS 39408

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ SE $\frac{1}{4}$ Lot No. 41 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CC

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-29- 2020

SOLD TO:

Mr. ☒ Mrs. Miss Charles Ingram

ADDRESS 100 Leeds Place Hattiesburg, MS 39408

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ SE $\frac{1}{4}$ Lot No. 41 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 01-01- 2021

SOLD TO:

Mr. Mrs. Miss Jerry David Odum + Natalie Norwood Odum

ADDRESS 155 Cross Creek Parkway Apt # 512 Hattiesburg, MS 39408

desires to purchase the grave space described below, subject to Cemetery regulations.

SE $\frac{1}{4}$ Lot No. 120 Section No. 39 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 # 1117

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., _____ 20__

SOLD TO:

Mr. Mrs. Miss John A. Johnson & Andrea M. Johnson

ADDRESS 155 Cross Creek Parkway Apt # 518

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 NE 1/4 Lot No. 126 Section No. 39 in _____ Cemetery

Number of grave spaces 2 Price per grave space \$ _____

Price Received \$ 350.00

ck# 1117

CITY OF HATTIESBURG, MISSISSIPPI

By _____
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., _____ 20__

SOLD TO:

Mr. Mrs. Miss Alden Patrick Johnson

ADDRESS 155 Cross Creek Parkway Apt # 518

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 NW 1/4 Lot No. 126 Section No. 39 in _____ Cemetery

Number of grave spaces 2 Price per grave space \$ _____

Price Received \$ 350.00

ck# 1117

CITY OF HATTIESBURG, MISSISSIPPI

By _____
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., _____ 20__

SOLD TO:

Mr. Mrs. Miss Patricia Brown

ADDRESS 5752 Hwy 49 S Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NW 1/4 Lot No. 74 Section No. 32 in _____ Cemetery

Number of grave spaces 1 Price per grave space \$ _____

Price Received \$ 175.00

ck# 9550 (A+A)

CITY OF HATTIESBURG, MISSISSIPPI

By _____
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., _____ 20__

SOLD TO:

Mr. Mrs. Miss Angela Smith

ADDRESS 140 Magnolia Drive, Apt. 11

desires to purchase the grave space described below, subject to Cemetery regulations.

E 1/2 NE 1/4 Lot No. 147 Section No. 2 in _____ Cemetery

Number of grave spaces 1 Price per grave space \$ _____

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., _____ 20__

SOLD TO:

Mr. Mrs. Miss Loretha Kelly

ADDRESS 712 Hall Ave, Hattiesburg, Miss

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SE 1/4 Lot No. 100 Section No. 26 in _____ Cemetery

Number of grave spaces 1 Price per grave space \$ _____

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., _____ 20__

SOLD TO:

Mr. Mrs. Miss James & Ida Arnold

ADDRESS 2805 Prince George Rd, Hattiesburg, Miss

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 NE 1/4 Lot No. 39 Section No. 36 in _____ Cemetery

Number of grave spaces 2 Price per grave space \$ _____

Price Received \$ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

✓ ✓

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., _____ 20__

SOLD TO:

Mr. Mrs. Miss Harry J. Nause Jr.

ADDRESS 113 Southfork Dr. Bay St. Louis, Mo.

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 NW 1/4 Lot No. 120 Section No. 2 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# 3507

✓

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., _____ 20__

SOLD TO:

Mr. Mrs. Miss Melvin Ingram

ADDRESS 58 McCall St. Hattiesburg, Miss. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NE 1/4 Lot No. 62 Section No. 2 in _____ Cemetery

Number of grave spaces 1 Price per grave space \$ _____

Price Received \$ 150.00

CITY OF HATTIESBURG, MISSISSIPPI

By _____
Supt. of City Cemeteries

Cash

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., _____ 20 _____

SOLD TO:

Mr. Mrs. Miss Johnnie Rogers

ADDRESS 1125 Scott St. Hattiesburg

desires to purchase the grave space described below, subject to Cemetery regulations.

E 1/2 NE 1/4 Lot No. 179 Section No. _____ in _____ Cemetery

Number of grave spaces 1 Price per grave space \$ _____

Price Received \$ 175.00

CASH

CITY OF HATTIESBURG, MISSISSIPPI

By _____
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 2/1/51 20 21

SOLD TO:

Mr. Mrs. Miss Miss Hall

ADDRESS 205 Rosa Ave. Hattiesburg

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NW 1/4 Lot No. 22 Section No. 35 in _____ Cemetery

Number of grave spaces 1 Price per grave space \$ _____

Price Received \$ 175.00

ck# 5592

Legacy

CITY OF HATTIESBURG, MISSISSIPPI

By _____
Supt. of City Cemeteries



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, January 19, 2021

Re: Approve claims docket for the period ending January 15, 2021.
File Number: 2021-38
Minute Book #

Summary

Approve claims docket for the period ending January 15, 2021.

Recommendation Statement

Please place this on the January 19, 2021 City Council meeting for consideration.

Vendor #	Vendor	Invoice	Document
	2007 98 WASTE LLC	3185	40
	2007 98 WASTE LLC	3187	48
	2007 98 WASTE LLC	3162	49
	2037 AB SUPPORT SERVICES	010092	10
	2049 ADAMS NURSERY	760728	348
	2058 ADELA INC (FORMERLY NSI)	040201490000 12/20	322
	2060 ADVANCE AUTO PARTS	5604100875885	273
	2060 ADVANCE AUTO PARTS	5604100775874	275
	2100 AMERICAN AIR SPECIALISTS INC	106808	161
	2136 ANOINTED HANDS SERVICES, LLC	6812	232
	2136 ANOINTED HANDS SERVICES, LLC	6809	381
	2146 ARNOLD LINE WATER ASSN INC	101445	57
	2158 AT&T	601M26-6842001059	54
	2158 AT&T	601M3182220010593 12	99
	2158 AT&T	1/01/21	159
	2158 AT&T	M2390550010594	180
	2158 AT&T	1/1/21 601 M81-8327	276
	2159 AT&T LONG DISTANCE SERVICE	0274004188	206
	2160 AT&T MOBILITY	287289913717X0105202	171
	2160 AT&T MOBILITY	ACCT#X01052021	239
	2160 AT&T MOBILITY	ACCT#X01082021	304
	2160 AT&T MOBILITY	ACCT#X010820212	313
	2166 AUTO ARMATURE SERVICE INC	23551	73
	2166 AUTO ARMATURE SERVICE INC	23615	282
	2166 AUTO ARMATURE SERVICE INC	23616	283
	2169 AUTOMOTIVE GLASS SPECIALIST INC	W241279	45
	2169 AUTOMOTIVE GLASS SPECIALIST INC	I241107	357
	2239 BENNETT'S LOCK & KEY SHOP	067209	383
	2275 BLUE DOLPHIN POOLS	41528	137
	2282 BODY TECH INC	2801	62
	2282 BODY TECH INC	2800	63
	2288 BONNER ANALYTICAL TESTING CO	73074	31
	2304 BRACKMAN MOWER WAREHOUSE LLC	58527	132
	2304 BRACKMAN MOWER WAREHOUSE LLC	58546	199
	2304 BRACKMAN MOWER WAREHOUSE LLC	58547	200
	2304 BRACKMAN MOWER WAREHOUSE LLC	58548	202
	47036 BURKE HANDLING SYSTEMS	H799	155
	2384 C SPIRE (MEGAGATE)	MGABUS-205876	308
	2384 C SPIRE (MEGAGATE)	CSBS-683013	310
	47050 C SPIRE (IP)	1603954	338
	2413 CARQUEST AUTO PARTS STORES	14758-152507	94
	2413 CARQUEST AUTO PARTS STORES	14758152507	103
	2413 CARQUEST AUTO PARTS STORES	324642	194
	2413 CARQUEST AUTO PARTS STORES	324783,324785	210
	2413 CARQUEST AUTO PARTS STORES	324554	247
	2413 CARQUEST AUTO PARTS STORES	325596	248
	2413 CARQUEST AUTO PARTS STORES	14758-152497	271
	2413 CARQUEST AUTO PARTS STORES	14758-152572	296
	2413 CARQUEST AUTO PARTS STORES	14758-152641	298

2413 CARQUEST AUTO PARTS STORES	14758-152932	324
2441 CENTRAL ALABAMA TRAINING SOLUTIONS	17041515	339
2443 CERTIFIED LABORATORIES	7229785	422
2459 CHEM-AQUA	7169089	145
2459 CHEM-AQUA	7203844	146
2471 CINTAS CORPORATION #J66	4070706026 01112021	96
2471 CINTAS CORPORATION #J66	4071326789 01112021	97
2471 CINTAS CORPORATION #J66	4071949904 01112021	98
2471 CINTAS CORPORATION #J66	4069332764	123
2471 CINTAS CORPORATION #J66	4072587978	242
2471 CINTAS CORPORATION #J66	4071948686	30
2471 CINTAS CORPORATION #J66	4072587082	112
2471 CINTAS CORPORATION #J66	4071172938	111
2471 CINTAS CORPORATION #J66	4071832865	114
2471 CINTAS CORPORATION #J66	4071833114	116
2471 CINTAS CORPORATION #J66	4072364387	118
2471 CINTAS CORPORATION #J66	4070003943	128
2471 CINTAS CORPORATION #J66	4070706879	143
2471 CINTAS CORPORATION #J66	4071327660	144
2471 CINTAS CORPORATION #J66	4073012868	389
2471 CINTAS CORPORATION #J66	4073013049	391
2471 CINTAS CORPORATION #J66	4072587134	110
2471 CINTAS CORPORATION #J66	4071948586	36
2471 CINTAS CORPORATION #J66	4070412919	104
2471 CINTAS CORPORATION #J66	4070704463	106
2471 CINTAS CORPORATION #J66	4070413149	108
2471 CINTAS CORPORATION #J66	4071172439	109
2471 CINTAS CORPORATION #J66	4072364635	122
2472 CINTAS FIRST AID J71	5046319934	286
1002 CITY OF HATTIESBURG FUND #001 (GAS ACCT)	1/1/21	170
2500 COCA COLA BOTTLING COMPANY	19873213329	115
2522 COMCAST	122620	226
2523 COMCAST CABLEVISION OF HATTIESBURG	839641070924707JAN21	231
2535 COMSOUTH	197063	326
2564 COURT PROGRAMS INC	3312850	327
2575 COX, JAMES K JR	12471LAN	69
2610 D P S CRIME LAB	90099598	285
2648 DELTA FOREMOST CHEMICAL CORP	170131	125
3331 DIANA L KINSEY	5209	70
3331 DIANA L KINSEY	5210	71
2665 DIXIE COMMUNITY UTILITY ASSN	604901072021	59
47034 DONNIE MYERS JR	003	370
2693 DUNBAR MONROE PA	18611	79
2714 ECONOMY SUPPLY CO	047588	153
2714 ECONOMY SUPPLY CO	ESC220073	169
2714 ECONOMY SUPPLY CO	047987	305
2729 ELKINS WHOLESALE INC	442711	341
2738 EMPIRE TRUCK SALES (H'BURG)	CE006173614	245
2738 EMPIRE TRUCK SALES (H'BURG)	CE006173899:01	292
2769 EXPRESS PRESS	43503	28

2798 FEDERAL EXPRESS	7-230-62424	295
2869 FUELMAN OF MS	NP59300106	55
2905 GILLILANDS ELECTRONICS SUPPLY CO	4150	33
2905 GILLILANDS ELECTRONICS SUPPLY CO	3684	191
2905 GILLILANDS ELECTRONICS SUPPLY CO	4030	244
2906 GLADDEN LAW OFFICE PLLC	12/28/20	166
47029 GLORIA SHELTON	12	12
2930 GRAY BUILDERS	010521	263
47024 GREENPOINT AG HOLDINGS, LLC	1024481	337
2956 GROVE TRANSIT	JARC11/22/20-12/5/20	78
2956 GROVE TRANSIT	JARC12/6/20-12/19/20	87
2957 GROVER BROS RESTAURANT & EQUIP CO INC	22000002442	243
47003 GULF SOUTH CONSTRUCTION LLC	PAY EST. NO. 3	246
47003 GULF SOUTH CONSTRUCTION LLC	C E ROY EST. NO. 3	249
2961 GULF SOUTH PRODUCTIONS	2021	67
2965 GUTHRIE, JONI S	1/8/2021	147
3034 HATTIESBURG HYDRAULICS INC	87635	394
3039 HATTIESBURG PUBLISHING, INC	97097	80
3040 HAVARD PEST CONTROL INC	1684423	386
3090 HICKS LAW FIRM, LLC	9773	17
3090 HICKS LAW FIRM, LLC	9771	18
3090 HICKS LAW FIRM, LLC	9772	19
47021 HINTON, ANTHONY	5001/07/21	50
3106 HOLLAND VETERINARY HOSPITAL PA	42593	72
3106 HOLLAND VETERINARY HOSPITAL PA	41429	82
3106 HOLLAND VETERINARY HOSPITAL PA	41735	83
3106 HOLLAND VETERINARY HOSPITAL PA	41779	84
3141 HUB CITY SPOKES	97098	168
47041 HUB CITY VIDEO LLC	1023	158
3152 HUGHES SUPPLY	S159826700.001	241
3190 INTERFACE	19871946	183
3191 INTERFACE SECURITY SYSTEMS LLC	19880252	130
47028 JASON ORDENEUX	11	11
3216 JASON@JMHGRAPHICS.COM	28476	279
3216 JASON@JMHGRAPHICS.COM	28662	289
47045 JAY BEARDEN CONSTRUCTION INC	EAST JERUSALEM NO. 5	257
47045 JAY BEARDEN CONSTRUCTION INC	EAST JERUSALEM NO. 6	365
47038 KENWORTH OF MISSISSIPPI INC	0530573136	325
3373 LAMAR PARK WATER & SEWER INC	011121	262
3380 LANCASTER'S MACHINE & WELDING INC	24730	134
3414 LEXISNEXIS MATTHEW BENDER	23114673	151
3416 LIBERTY FLAG & SPECIALTY CO	10200086	278
3420 LIGHTSEY & ASSOCIATES	109704	254
3426 LINEBARGER GOGGAN BLAIR & SAMPSON, LLP	ATF#L2021-227	21
3508 MARTIN, MAGDALENE	1/8/2021	149
3531 MCCi LLC	SCA000341	187
3531 MCCi LLC	SCA000355	190
3576 MEDICAL ANALYSIS-GHV	10593	105
3389 MICHAELSLARRYSLIL-JACKIES & BODY TECH	8514	107
3389 MICHAELSLARRYSLIL-JACKIES & BODY TECH	8510	198

3389 MICHAELSLARRYSLIL-JACKIES & BODY TECH	8511	201
3389 MICHAELSLARRYSLIL-JACKIES & BODY TECH	8553	203
3389 MICHAELSLARRYSLIL-JACKIES & BODY TECH	7650	204
3389 MICHAELSLARRYSLIL-JACKIES & BODY TECH	33898514	306
3588 MID SOUTH UNIFORM & SUPPLY INC	612406	196
3588 MID SOUTH UNIFORM & SUPPLY INC	612614	197
3590 MIDSOUTH SOLUTIONS	158636	163
3615 MISSISSIPPI AG COMPANY, INC	W80447	272
3634 MOLLY MAID	1553.6049	85
3637 MONTAGUE, PITTMAN & VARNADO PA	48342	68
3718 MSP ENTERPRISES, LLC	123020	140
3718 MSP ENTERPRISES, LLC	122320	141
3790 NORLAB INC	84302	419
3796 NORTH LAMAR WATER ASSN	3796010821	61
3809 OFFICE DEPOT INC	87654	35
3809 OFFICE DEPOT INC	2461481835	185
3869 PEANUTS TOWING SERVICE	094960	181
3869 PEANUTS TOWING SERVICE	096249	184
3869 PEANUTS TOWING SERVICE	095288	373
3869 PEANUTS TOWING SERVICE	096242	378
3873 PEARL RIVER VALLEY EPA	40699-004 1/21	395
3873 PEARL RIVER VALLEY EPA	46099-031 1/21	396
3873 PEARL RIVER VALLEY EPA	46099-033 1/21	397
3873 PEARL RIVER VALLEY EPA	46099-019 1/21	398
3873 PEARL RIVER VALLEY EPA	46099-018 1/21	399
3873 PEARL RIVER VALLEY EPA	46099-006 1/21	413
3873 PEARL RIVER VALLEY EPA	46099-021	401
3873 PEARL RIVER VALLEY EPA	4609909-009 1/21	402
3873 PEARL RIVER VALLEY EPA	46099-005	403
3873 PEARL RIVER VALLEY EPA	46099-037	404
3873 PEARL RIVER VALLEY EPA	106616-001 1/21	405
3873 PEARL RIVER VALLEY EPA	94356-01 1/21	408
3873 PEARL RIVER VALLEY EPA	46099-028	409
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4050 RICOH CORP	5061086799	315
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4321 SPIRE ENERGY	000042907002 1 1/21	355
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4327 STANDARD OFFICE SUPPLY CO	5204041-0 5204078-0	256
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		SANITATION RUBBISH DISPOSAL	INV
		PARKS AND REC RUBBISH DISP. 12/16-23/2020	INV
		CODE ENFORCEMENT RUBBISH DISP DEC	INV
		JANITORIAL CLEANING SVE FOR FOUR DEPARTMENTS	INV
220068		GROUNDS-PLANTS	INV
		12/20 ADELA COMMISSIONS (NSI)	INV
220047		REPAIR PARTS FOR VARIOUS UNITS	INV
220015		REPAIR PARTS FOR VARIOUS UNITS	INV
		SERVICE CALL @ CULT.CNTR FOR HEAT	INV
		JANITORIAL SERVICE - EMPLOYEE CLINIC	INV
		REC MAINT-JANITORIAL SERV 2016-131	INV
		METER READS OCTOBER NOVEMBER AND DECEMBER 2020	INV
		INTERACT SUPPORT MB 2012-2/267	INV
		HPD - AT&T 12/23/20 (32021-226)	INV
		12/20 BLUE LIGHTS ON THE TRACE	INV
		12/20 AUTOMATED VEHICLE LOCATOR	INV
		LONG DISTANCE SERVICE 1/2021	INV
		ONE-NET SERVICE 1/1 - 1/31/2021	INV
		WIRELESS CHARGES FOR DECEMBER 2020	INV
		WIRELESS BILLING FOR DECEMBER 2020	INV
		GPS TRACKING FEES - DECEMBER 2020	INV
		WIRELESS BILLING FOR DECEMBER 2020	INV
		BATTERY FOR UNIT#20619	INV
220062		BATTERY FOR UNIT 14402	INV
220065		BATTERY FOR UNIT 10732	INV
220027		FLUSH BOLT ON SITE DIAGNOSTICS OF COMMERCIAL DOOR	INV
220034		WINDSHIELD REPLACEMENT UNIT#17574-HPD	INV
		GRNDS REPL KEYS AND LOCKS	INV
		VET/CITY HALL/CULTRL-MONTHLY MAINT 2017-434	INV
201174		REPAIRS TO UNIT # 19709	INV
220008		ADD. REPAIR UNIT#19709/SUPPLIMENT TO PO#201174	INV
		TOTAL COLIFORM FOR: 655 & 655.5 W. 4TH ST.	INV
220021		LAWN MOWER PARTS	INV
220115		SERVICED CHAINSAW	INV
220116		CHAINSAW SERVICED	INV
220114		CHAINSAW SERVICED	INV
220057		MANUAL PALLET JACK	INV
		INTERNET/NETWORK	INV
		NETWORK/INTERNET	INV
		CITY WIDE PHONE SERVICE	INV
			INV
220042		COMM. CNTR #18567 REPAIR PARTS	INV
220018		CONTROL ARM UNIT#19341	INV
220006		REPAIR PARTS FOR UNIT 19340	INV
204463		BRAKE BOOSTER HPD 18332	INV
220039		JUMP BOXES FOR SHOP	INV
220046		REPAIR PARTS FOR VARIOUS UNITS	INV
220063		BELT TENSIONER	INV
220077		WIPER BLADES FOR UNIT 21387	INV

220169	AC COMP W/CLUTCH	INV
	COMPRESSOR SERVICE	INV
220112	OIL FOR SHOP-HPD	INV
	WATER TREATMNT MB 2019-517 15-NOV/25 NOV-2020	INV
	WATER TRMNT 15-DEC/25-DEC	INV
	STATE CONTRACT 8200044758 UNIFORMS WATER BILLING	INV
	STATE CONTRACT 8200044758 UNIFORMS WATER BILLING	INV
	STATE CONTRACT 8200044758 UNIFORMS WATER BILLING	INV
	COMM CTR UNIFORM SC8200044758	INV
	UNIFORMS WATER BILLING STATE CONTRACT 8200044758	INV
	SANITATION UNIFORM RENTAL/CLEANING	INV
	SC# 8200044758 MOP-MAT-SANITIZER	INV
	GRNDS-UNIFORM RENT 8200044758	INV
	GRNDS-MAT RENTAL 8200044758	INV
	GRNDS-UNIFORMS 8200044758	INV
	GRNDS-MAT RENTAL 8200044758	INV
	COMM CNTR UNIFORM RENTAL SC8200044758	INV
	COMM CNTR UNIFORM RENTAL SC 8200044758	INV
	COMM CNTR UNIFORM RENTAL SC 8200044758	INV
	REC MAINT-MAT RENTAL 8200044758	INV
	REC MAINT-UNIFORM RENT 8200044758	INV
	SANITATION UNIFORM RENTAL SC#8200044758	INV
	SC#8200044758 MOP/MAT/RENTAL	INV
	GRNDS-MATS 8200044758	INV
	UNIFORM CONST 8200044758	INV
	GRNDS-UNIFORMS 8200044758	INV
	GRNDS-MAT RENTAL 8200044758	INV
	GRNDS-UNIFORM RENT 8200044758	INV
	SANITATION FIRST AID REFILL/MAINT.	INV
	12/20 FUEL USAGE ALLOCATION	INV
	WATER	INV
	CABLE SERVICE - EMPLOYEE CLINIC	INV
	CONVERTER BOX LEASE FOR JAN 2021-HPD	INV
220093	HAND HELD RADIO BASE FOR NEW OPERATOR	INV
	INSTANT DRUG TESTS	INV
	APPRAISAL OF VACANT LAND AT LOT 6, BLOCK 26 PINE	INV
	ANALYTICAL FEES-HPD	INV
204001	BIODEGRADABLE SOAP & GREASE FOR VEHICLE NUTS	INV
	DRAIN GRATES REPAIR AND INSTALLATION	INV
	DRAIN GRATE REPAIR AND INSTALLATION	INV
	SEWER BILLING INVOICE DECEMBER 2020	INV
	LANDSCAPE MAINTENANCE 12/7-10/2020	INV
	CABLE FRANCHISE RENEWAL	INV
220035	JAYCEE PARK-BUILDING MATERIAL	INV
220073	ADHESIVE FOR CONSTRUCTION DEPT	INV
220134	FENCE MATERIALS	INV
220052	GROUNDS-TRASH BAGS	INV
220024	REPAIRS UNIT #13174	INV
220066	SPRING BRAKE VALVE UNIT 20074	INV
204092	UNIFORM SHIRTS FOR TELECOMMUNICATION	INV

	Hall Avenue Overpass Project	INV
	FUEL, COMM DEV K. LASTER TRAVEL DEC 2020	INV
	DOWNLOAD VIDEO FOOTAGE	INV
	CLOUD ACCESS SERVICE	INV
	QUARTERLY ALARM MONITORING WATER BILLING	INV
	PLANNING; ZONING; VARIOUS CODE ISSUES	INV
	METER DEP REF 60044	INV
203815	REFURBISH WINDSCREENS - TATUM PARK	INV
220040	TATUM SOCCER-FERTILIZER	INV
	GRANT FOR TRANSPORT JARC 11/22-12/5/20 MB:2020-249	INV
	GRANT FOR TRANSPORT JARC 12/6-12/20/20 MB:2020-249	INV
220002	ICE MACHINE	INV
	MB 2020-192 HARDY/CONCART DRAINAGE & SIDEWALK IMP	INV
	MB 2020-192 LLT AFRICAN AM. MUSEUM (C E ROY PATH)	INV
	AV PACKAGE FOR CITY COUNCIL MEETINGS	INV
	PARKS & REC CONTRACT LABOR	INV
220168	HOSE ASSY W/8FBSPORX X 47" UNIT#13803	INV
	LEGAL NOTICES - HISTORIC CONSERVATION	INV
	REC MAINT RODENT TRAPS	INV
	LEGAL SVC RYALS VS CIVIL SV	INV
	PRECISION CONST VS COH MB 2020-43	INV
	PLAAS INC VS COH	INV
	CALL OUT/REPAIR UNIT 14402 ELECTRICAL SHUTDOWN	INV
	K9 VODOO VISIT	INV
	K9 VISIT FOR OTTER DOS:12/1/2020	INV
	K9 VISIT FOR OTTER	INV
	K9 VISIT FOR NARCO	INV
	CITY WIDE ADS AND NOTICES MB 2017-434	INV
	VIRTUAL NYE FIELD SHOOT AND PRODUCTION	INV
202548	GAS VALVE HEATING UNIT WB	INV
	Security Monitoring at Highland Cemetery	INV
	SECURITY SYSTEM YTH ART MUSEUM	INV
	METER DEP REFUND	INV
204094	CEMET - WEARING APPAREL	INV
204451	HATS FOR SANITATION CREW	INV
	MB 2020-96 EAST JERUSALEM WATER IMPROVEMENTS	INV
	MB 2020-96 EAST JERUSALEM AREA WATER IMPROVEMENTS	INV
204083	HYDRAULIC FILTERS FOR ALL SANITATION UNITS	INV
	SEWER FEES JULY 2020 - DEC 2020	INV
220022	REPAIRS ON UNIT 20067	INV
	MS CODE 2020 SUPPLEMENT PKG, INDEX & REVISED VOLS	INV
203190	NYLON FLAG	INV
	LAND APPRAISAL PPIN 26814 JAMES STREET	INV
	PROF SVC - POLICE FINES COLL FEE 1/15/21	INV
	PARKS & REC CONTRACT LABOR 12/29-1/7/21	INV
	SCANNING SVCS MB, ORD, LEDGER BKS, MB2019/303-304	INV
	SCANNING SVCS MB, ORD, LEDGER BK, MB 2019/303-304	INV
	MONTHLY EMPLOYEE CLINIC FEE; LAB FEES	INV
	TOWING UNIT 17529 FROM IDA AVE TO SHOP	INV
	TOWING OF UNIT#18205	INV

	TOWING OF UNIT#18326	INV
	TOWING OF UNIT#20423	INV
	TOWING OF UNIT#20421	INV
	TOWING UNIT 17529	INV
203314	HPD BOOTS CHIEF PARKER	INV
202648	OUTER VEST CARRIER	INV
203172	BOOTS FOR STOCK	INV
204553	P&R #8446 REPAIRS	INV
	OFFICE CLEANING - MB#2005-2/267	INV
	GENERAL COUNSEL FOR CIVIL SERVICE COMMISSION	INV
	DEMO 4 RAWLS SPRINGS LP, CODE ENF MB:2020-160(FID)	INV
	DEMO 122 W 4TH ST, CODE ENF, MB:2020-160(FID)	INV
220136	TOILET DYE STRIPS WATER BILLING	INV
	SEWER READS DECEMBER 2020	INV
	ACCOUNTING OFFICE SUPPLIES	INV
204497	CITY CLERK/TAX OFFICE SUPPLIES	INV
	TOWING FROM SCENE FOR PROCESSING	INV
	VEHICLE SIEZED BY METRO	INV
	TRK UNIT 14127 TOWING FEE	INV
	TRK UNIT 18559-TOWING FEE	INV
	ELECTRICITY TC MALL SL DEC 2020	INV
	ELECTRICITY TRAF LI 4/CCPKWAY DEC 2020	INV
	ELECTRICITY TRF LGT DECEMBER 2020	INV
	ELECTRIC COTTAGES DECEMBER 2020	INV
	ELECTRIC KING/HWY 98 DECEMBER 2020	INV
	ELECTRIC TIMBERTON LIFT DECEMBER 2020	INV
	ELECTRIC LAKEVIEW@TIMBERTON DEC 2020	INV
	ELECTRIC POPLAR/JERVIS MIMS DECEMBER 2020	INV
	ELECTRIC TIMBERTON DECEMBER 2020	INV
	ELECTRIC OAKWOOD DECEMBER 2020	INV
	ELECTRIC BOOSTER PUM,P	INV
	ELECTRIC METH HOSP WAT DECEMBER 2020	INV
	ELECTRIC WATER PUMP BOOSTER	INV
	ELECTRIC BOOSTER PUMP	INV
	ELECTRIC TURTLE CRK LIFT DECEMBER 2020	INV
	ELECTRIC LAMAR BLVD LIFT DECEMBER 2020	INV
	ELECTRIC S&K BUSINESS PK DECEMBER 2020	INV
	ELECTRIC VET MEM LIFT DECEMBER 2020	INV
	ELECTRIC JERVIS MIMS LIFT DECEMBER 2020	INV
	ELECTRIC JERVIS MIMS LIFT DECEMBER 2020	INV
	ELECTRIC EMER MGMT LIFT DECEMBER 2020	INV
	ELECTRIC OAKWOOD LIFT DECEMBER 2020	INV
	ELECTRIC LINCOLN RD PUMP DECEMBER 2020	INV
220076	TRUCK 18559-REPAIR	INV
220016	TRUCK UNIT 18559-REPAIR	INV
	GAS & DIESEL LABOR AND CARDS	INV
	GAS FROM A REMOTE SITE	INV
	MINIT MART CHARGES 12/1 - 12/31/20	INV
	SANITATION RUBBISH DIS DEC	INV
203866	REPLACEMENT WHEELS/AXIALS FOR GARBAGE CANS	INV

204507	HPR MOVIE NIGHT - PORTABLE TOLIETS	INV
204506	AFRICAN AMERICAN MUSEUM	INV
220019	CONCRETE MIXER	INV
	METER READINGS FOR DEC 2020	INV
	POLYGRAPH FOR LATERAL DEARMON DOS:1/15/21-HPD	INV
	METER DEP REF 54022	INV
	ADVERTISING	INV
	ADVERTISING	INV
	ADVERTISING	INV
	ADVERTISING	INV
	OFFICE SUPPLIES FOR APPLICATIONS	INV
	TITLE SEARCH, BARTLEY CLARK 908 GULFPORT ST	INV
	COPIER USAGE, DEC 2020 - BUILDING DIV, MB:2016-133	INV
	COPIER USAGE DEC 2020, PLANNING, MB:2019-249-250	INV
	CHARGES FOR PRODUCTION PRINTER	INV
	COPIER LEASE FOR DETECTIVES	INV
	COPIER LEASE FOR ADMIN	INV
	RENTAL OF COPIER IN COUNCIL OFFICE	INV
	COPIER LEASE FOR CLERK DEPT MB 2018-196	INV
	MB 2019-60 COPIER LEASE S/N 2JG03870	INV
	COMM DEV COPIER BASE RATE & OVERAGE	INV
202544	300 LINEAR FEET CURB & GUTTER ON DOGWOOD DR	INV
	MB 2019-196 OVERAGE ON PO 202544 DOGWOOD DR CURB	INV
	METER DEP REF 14815	INV
	PLAN REVIEW, TWIN OAKS APT - BUILDING DIV	INV
	TITLE OPINIONS, DEC 2020 - CODE ENF	INV
	TITLE OPINIONS DEC 2020 - CODE ENF	INV
	TITLE OPINION, JAN 2021 - CODE ENF	INV
	METER DEP REF 49496	INV
203083	HPD - CLOTHING DET WYNN	INV
203086	BDU'S FOR STOCK	INV
202215	HPD PATROL CAP (4)XS/S, (20)SM/MD-HPD	INV
	PARKS & REC CONTRACT LABOR 12/29 - 1/7/21	INV
	LAMAR BLVD INFRASTRUCTURE MB 2020-113-114	INV
	MB 2012-1/34 BRIDGE REHAB-VARIOUS BRIDGES	INV
	MB 2020-105 LINCOLN ROAD DRAINAGE ANALYSIS	INV
	MB 2013-1/48 COUNTRY CLUB RD RECONSTRUCTION	INV
	MB 2018-194 WATER IMPR. AUDUBON WESTWOOD LYNNWOOD	INV
	MB 2012-1/34 S 37TH & W. ADELINE DRAINAGE INVESTI	INV
	MB 2019-42 FIRE HYDRANT DIGITAL APPLICATION	INV
	MB 2019-88 EAST JERUSALEM AREA WATER IMPROVEMENTS	INV
	MB 2019-237 LONGLEAF NORTH NEIGHBORHOOD	INV
	MB 2020-138 MIDTOWN OVERLAY INFRASTRUCTURE	INV
	MB 2012-1/34 GENERAL ENGINEERING & SUPPORT	INV
	MB 2012-1/34 FEMA CULVERTS ON ROY, BRADY, LOGNINO	INV
	MB 2020-105 MIXON CR BANK STABILIZATION	INV
	MB 2012-1/34 2301 MIMOSA HOUSE REPAIR	INV
	MB 2012-1/34 ELAINE CIRCLE RETAINING WALL REPAIR	INV
	MB 2012-1/34 PARKING LOT E 4TH & MOBILE ST	INV
	MB 2018-288 INFRASTRUCTURE MANAGEMENT PH I	INV

	MB 2012-1/34 S. 22ND & ALLEY 59 DRAINAGE INVEST.	INV
	MB 2012-1/34 WEST PARK DR DRAINAGE EASEMENTS	INV
	MB 2012-1/34 EMERGENCY BURKETTS CR SEWER TRUNK	INV
	MB 2017-81 WATER PLANT #1 REHAB	INV
	MB 2018-41 RECONSTRUCT MKL, BOWLING TO TUSCAN	INV
	MB 2012-1/34 HPSB PARKING LOT DESIGN	INV
220138	REAR BUMPER REPAIR TO UNIT#20424-HPD	INV
	REPAIRS TO ICE MACHINE	INV
	ELECTRICITY LIFT STA 49 N DECEMBER 2020	INV
	ELECTRICITY MEMPHIS RD SEWER DEC 2020	INV
	ELECTRICITY LIFT ST 49 N DEC 2020	INV
	ELECTRICITY LIFT ST 49 N DECEMBER 2020	INV
	ELECTRICITY J ED TURNER DECEMBER 2020	INV
	ELECTRICITY CAMARA POLE 49	INV
	ELECTRICITY COUNTRY CLUB DECEMBER 2020	INV
	ELECTRICITY COUNTRY CLUB AREA DECEMBER 2020	INV
	HOUSING OF ANIMALS FOR JANUARY 2020	INV
220132	11R22.5 TIRES	INV
	GAS - ART MUSEUM DECEMBER 2020 USAGE	INV
	GAS COMMUNITY ARTS DEC USE	INV
	GAS CITY HALL DEC USAGE	INV
	GAS LURTY AVE DEC USAGE	INV
	GAS ENGINEERING DEC USAGE	INV
	GAS WATER PLT DECEMBER 2020 CUSTOMER CHARGE	INV
	GAS USAGE TRN ACAD DEC 2020	INV
	GAS USAGE FIRE ST 4 DEC 2020	INV
	GAS FIRE ST 1 DECEMBER 2020 USAGE	INV
	GAS FIRE ST 6 DECEMBER 2020	INV
	GAS COURT DECEMBER 2020 USAGE	INV
	GAS 5TH ST COMM DECEMBER 2020	INV
	GAS CULTURAL CENTER DECEMBER 2020 USAGE	INV
	GAS JACKIE DOLE DECEMBER 2020 USAGE	INV
	GAS PW SHOP DEC 2020 USAGE	INV
	GAS HIGHLAND DEC 2020 USAGE	INV
220060	OFFICE SUPPLIES WATER BILLING	INV
	METER DEP REF 80975	INV
	FIVE ADDITIONAL HISTORIC STREET MARKERS	INV
	R.PERKINS MEMBERSHIP	INV
	TENT FOR COVID TESTING SITE	INV
	LOT CLEAR 115 S 10TH AVE, CODE ENF, MB:2020-62	INV
	LOT CLEARING 202 S 14TH AVE, CODE ENF, MB:2020-62	INV
	LOT CLEARING 311 PARK AVE, CODE ENF, MB:2020-62	INV
	LOT CLEARING 922 W 6TH, CODE ENF, MB:2020-62	INV
	ONLINE INVESTIGATION	INV
	MUNIS IMPLEMENTATION MB 2020-29	INV
	MUNIS IMPLEMENTATION	INV
	WINTER 2021 CLE SEMINAR	INV
220105	TIRES FOR STOCK	INV
220004	TIRE FOR UNIT#15480	INV
	VFW PARKING MB 193-2/164-165	INV

	PARKS & REC CONTRACT LABOR 12/29-1/7/21	INV
220110	DEF FOR SANITATION TRUCKS	INV
	CUST ID:6-95826-33003 DEC SERVICES/SANITATION	INV
204220	SANI #20072 CAMERA	INV
204207	SANI #20090 & 20072 MONITOR/CAMERA	INV
220003	VISTA REPAIRS	INV
204444	38TH AVE IMPROVEMENTS	INV
204476	PRESSURE WASH - JAYCEE PARK	INV
204515	ENGINEERING SUPPLIES	INV

Invoice Net	Chk Date
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