



**Tuesday, August 17, 2021
5:00 PM**

**City Council
Tuesday Meeting Agenda**

**Council Chambers
200 Forrest Street**

Call to Order

Call to Prayer and Pledge of Allegiance

Presentation Agenda

POLICY AGENDA

1. **2021-1038** Approve the minutes for the August 2 & 3, 2021 meetings of the City Council.
2. **2021-1035** Adopt an Ordinance amending Chapter 10 of the Code of Ordinances, which established the Flood Damage Prevention Ordinance for the City of Hattiesburg, and Repealing Ordinance Number 3247, adopted December 18, 2018, and any other Ordinances in conflict herewith.
3. **2021-1027** Adopt an Ordinance for the petition filed by Patricia Longino--Mitchell, Owner, to change the zoning classification for a certain property located at 1512 McInnis Avenue (Parcel 2--030M--11--013.00, PPIN 26743, Ward 2) from Section 4.5.10, B--3 (Community Business) District to Section 4.5.9, B--2 (Neighborhood Business) District. The Planning Commission recommended to Approve on August 4, 2021.
4. **2021-1030** Adopt an Ordinance for the petition filed by A petition has been filed by Louis Gagnet, Owner, to change the zoning classification for a certain property located at 309 Mobile Street (Parcel 2-029J-10-004.00, PPIN 15665, Ward 2) from Section 4.5.12, B-5 (Regional Business) District to Section 4.5.11, B-4 (Downtown Business) District. The Planning Commission recommended to Approve on August 4, 2021.
5. **2021-1034** Approve or Deny a petition filed by Louis Gagnet, Owner, to request a variance from LDC Sec.5.4.5.2 which states "No permanently established outdoor amusement facilities, such as miniature golf courses, skateboard courses, or mechanical rides shall be located within 500 feet of the closest point of any abutting property line located in a residential district" and instead allow for outdoor amusement facilities, specifically regulation outdoor volleyball courts, to be located sixty-five (65) feet

from the abutting residential property line, for a variance of four hundred thirty- five (435) feet for a proposed amusement facility located at 309 Mobile Street (Parcel 2-029J-10-004.00, PPIN 15665, Ward 2).). The Board of Adjustment recommended to Approve on August 4, 2021.

6. **2021-1028** Approve or Deny a petition filed by Patricia Longino--Mitchell, Owner, to request a Conditional Use as “Dwelling, single family detached” in B-2 (Neighborhood Business) District as defined by the LDC for a certain property located at 1512 McInnis Avenue (Parcel 2-030M-11-013.00, PPIN 26743, Ward 2). Request is contingent upon rezone of property to B-2 zone. The Planning Commission recommended to Approve on August 4, 2021.
7. **2021-1029** Approve or Deny a petition filed by Robert Green, Owner, to request a Conditional Use as “Club and Bar” in B-2 (Neighborhood Business) District as defined by the LDC for a certain property located at 915 Dabbs Street (Parcel 2-038B-15-228.00, PPIN 13838, Ward 2). The Planning Commission recommended to Approve on August 4, 2021.
8. **2021-1031** Approve or Deny a petition filed by Robert Green, Owner, to request a variance from LDC Sec.7.5.2.2 which states “Curb cuts, except where shared, shall be located a minimum of 10 feet from a parcel or lot line.” and instead allow for a curb cut zero (0) feet from the parcel line, for a variance of ten (10) feet for a proposed parking lot to be located at 317 Rosa Ave (Parcel 2-038B-15-226.00, PPIN 13840, Ward 2).The Board of Adjustment recommended to Approve on August 4, 2021.
9. **2021-1032** Approve or Deny a petition filed by Robert Green, Owner, to request a variance from Sec. 7.10.10.1 which states “There shall be a minimum of 20 square feet of interior landscaped area provided within each parking lot for each parking space provided exclusive of landscape islands” and instead allow for zero (0) square feet interior landscaped area for a variance of one hundred eighty (180) square feet for a proposed parking lot to be located at 317 Rosa Ave (Parcel 2-038B-15-226.00, PPIN 13840, Ward 2).The Board of Adjustment recommended to Approve on August 4, 2021.
10. **2021-1033** Approve or Deny a petition filed by Robert Green, Owner, to request a variance from LDC Table 7.11-2, B-2 20’ zoning buffer requirement and instead allow a zoning buffer of zero (0) feet for variance of twenty (20) feet for a proposed parking lot to be located at 317 Rosa Ave (Parcel 2-038B-15-226.00, PPIN 13840, Ward 2).The Board of Adjustment recommended to Approve on August 4, 2021.
11. **2021-970** Adopt a Resolution setting Public Hearing on Monday, September 20, 2021 at 4:00 p.m. in the City Council Chambers at City Hall to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.
12. **2021-1016** Adopt a Resolution declaring property Identified as Forrest County Parcel No. 2-028P-08-107.00 (PPIN 16234) necessary for public use and authorize any and all

proceedings necessary to acquire the aforementioned property pursuant to *Miss. Code Ann. 21-31-47*, as amended.

13. **2021-1022** Adopt a Resolution authorizing Requisition No. 84 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.
14. **2021-966** Approve Lighting Agreement with Mississippi Power Company for additional lighting at the Alley off 7th Avenue for a monthly increase of \$10.73, and authorize Mayor to execute the same.
15. **2021-1026** Approve voiding of contract between City of Hattiesburg and SUEZ Advanced Solutions (Utility Service Co., Inc.) for water storage tank maintenance.
16. **2021-1024** Approve Agreement with American Tank Maintenance, LLC., for water storage tank maintenance for the City of Hattiesburg and authorize the Mayor to execute the same.
17. **2021-1012** Approve renewal No.2 of 3 possible of Contract with CrowderGulf, LLC for Debris Removal services in the event of a disaster; Authorize Mayor to execute renewal letter in duplicate.
18. **2021-1013** Approve renewal No.2 of 3 possible of Contract with Debris Tech, LLC for Debris Monitoring services in the event of a disaster; Authorize Mayor to execute renewal letter in duplicate.
19. **2021-1023** Approve a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Ora Marshall of 104 Saucier Drive in an amount not to exceed \$60,000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E) {Entitlement} and authorize the Mayor to execute in triplicate.
20. **2021-1020** Acknowledge bids received August 5, 2021 for the Hall Avenue Infrastructure Project and accept the bid from Grady Crawford Construction Co., Inc. in the amount of \$1,177,187.90; Authorize the mayor to execute contracts upon preparation.
21. **2021-806** Acknowledge receipt of proposal for services related to the design and renovation of 1102 Dabbs Street as a community center, approve agreement with Landry Lewis Germany Architects, P.A. and authorize the Mayor to execute in duplicate.
22. **2021-964** Acknowledge the bids received July 22, 2021 for demolition services and accept the bid from Barnett Concrete Work, LLC in the amount of \$29,000 as the lowest and best bid.
23. **2021-1039** Adopt an order to approve the sale of a personal service weapon to retired Lieutenant Christopher Johnson pursuant to Mississippi Code 45-9-131.

24. **2021-1019** Adopt an order to approve the sale of a personal service weapon to retired Major Michael Fleming pursuant to Mississippi Code Annotated 45-9-131.
25. **2021-1015** Approve and authorize Mayor to execute in duplicate the MS Department of Public Safety, Office of Highway Safety FY2022 154 Alcohol Grant Agreement in the amount of \$85,899.56.
26. **2021-1011** Approve the Mississippi State Department of Health (MSDH), Office Against Interpersonal Violence (OAIV), FY2021 Violence Against Women Act (VAWA) STOP Grant Program extension award, to fund the provision of victim advocacy services for the period July 1, 2021 through September 30, 2021. The total project cost is \$13,088.38 (\$9,833.74 federal/state funds and \$3,254.64 local match) and authorize the Mayor to execute the same.
27. **2021-1010** Approve submission of grant application and execution of the grant agreement for FTA grant MS-2021-012-00 for Hub City Transit, utilizing 5339 and 5307 funds for preventive maintenance and rolling stock. The total project cost is \$1,082,456 (\$865,965 federal share and \$216,491 local share).
28. **2021-1037** Declare surplus certain parcels of city-owned property at PPIN No. 15590 and PPIN No. 45721 and authorize purchase option agreement between the City of Hattiesburg and Mechanics Row, LLC. in the amount of \$46,150.00 , in accordance with 21-17-1.
29. **2021-999** Extend state of emergency for an additional 30 days resulting from the pandemic event (COVID_19) that occurred on or about March 13, 2020.
30. **2021-1002** Adopt a Resolution appointing Lamar Rutland as Director of Engineering for the City of Hattiesburg.
31. **2021-1004** Adopt a Resolution appointing Ronnie Perkins as Director of Public Works for the City of Hattiesburg.
32. **2021-992** Adopt a Resolution appointing Alan Howe as Director of Water and Sewer for the City of Hattiesburg.
33. **2021-995** Adopt a Resolution appointing Chris McGee as Director of Parks and Recreation for the City of Hattiesburg.
34. **2021-998** Adopt a Resolution appointing Andrew Ellard as Director of Urban Development for the City of Hattiesburg.
35. **2021-1007** Adopt a Resolution appointing Sherrocko Stewart as Fire Chief for the City of Hattiesburg.
36. **2021-997** Adopt a Resolution appointing Peggy Sealy as Police Chief for the City of Hattiesburg.

37. **2021-1003** Adopt a Resolution appointing Phillip McSwain as Municipal Court Clerk for the City of Hattiesburg.
38. **2021-1001** Adopt a Resolution appointing Burnice Curry as Municipal Court Judge for the City of Hattiesburg.
39. **2021-994** Adopt a Resolution appointing Brian Bledsoe as Municipal Court Judge for the City of Hattiesburg.
40. **2021-996** Adopt a Resolution appointing Gay Polk-Payton as Municipal Court Judge Pro Tem for the City of Hattiesburg.
41. **2021-993** Adopt a Resolution appointing Anna Rush as Municipal Prosecutor, Post 1, for the City of Hattiesburg.
42. **2021-1009** Adopt a Resolution appointing Stephen Adamson as Municipal Prosecutor, Post 2, for the City of Hattiesburg.
43. **2021-982** Adopt a Resolution appointing Elizabeth Porter as Municipal Prosecutor Pro Tem for the City of Hattiesburg.
44. **2021-1008** Adopt a Resolution appointing Shakita Taylor as Municipal Public Defender for the City of Hattiesburg.
45. **2021-1000** Adopt a Resolution appointing Benjamin Thornton as Municipal Public Defender for the City of Hattiesburg.

ROUTINE AGENDA

1. **2021-961** Acknowledge receipt of Privilege Tax License monthly report July 2021.
2. **2021-1036** Acknowledge Proof of Publication for the month of July 2021.
3. **2021-962** Acknowledge receipt of unadvertised bids for Three (3) Bus Stop Shelter Units and accept the bid of Brasco International in the amount of \$29,875.00 as the lowest bid received (Unadvertised bids for construction project
4. **2021-1025** Approve and authorize issuance of manual checks for CDBG-CV Program Claims per attached Memorandum. {Entitlement CDBG-CV}
5. **2021-1017** Set a public hearing on the proposed budget and proposed tax levies for the City of Hattiesburg for Fiscal Year 2022 for 5:30 p.m. on Tuesday, September 7, 2021 in the Council Chambers at City Hall, 200 Forrest Street; authorize advertisement of Notice of Public Hearing.
6. **2021-1014** Approve Plans and Specifications for the PAVING, MARKING & PEDESTRIAN PATHWAY ALONG ARLEDGE STREET, EDWARDS STREET & KATIE AVENUE project and authorize advertisement for bids for same.

7. **2021-969** Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.
8. **2021-1047** Approve claims docket for the period ending August 13, 2021.

Budget Presentations

1. **2021-1044** Urban Development, presented by Director Andrew Ellard.
2. **2021-1046** Fire Department, presented by Chief Sherrocko Stewart.
3. **2021-1045** Police Department, presented by Chief Peggy Sealy.

In Memoriam:

- Ms. Josephine Blakely

Meeting Adjourn



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ronda Cole, Clerk of Council

cc:

Date: Tuesday, August 17, 2021

Re: Approve the minutes for the August 2 & 3, 2021 meetings of the City Council.
File Number: 2021-1038
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 August 17, 2021 City Council meeting for consideration.

Published Agenda



Monday, August 2, 2021	City Council	Council Chambers
4:00 PM	Monday Meeting Agenda	220 W. Front Street

Call to Order

Agenda Review

Citizens' Forum

Work Session

- | | | |
|----|----------|--|
| 1. | 2021-957 | Presentation - from Planning on upcoming flood ordinance and FEMA flood map changes. |
| 2. | 2021-958 | Upcoming Budget Process - requested from Councilwoman Deborah Delgado. |
| 3. | 2021-959 | Budget Presentation - Water & Sewer Department. |
| 4. | 2021-960 | Budget Presentation - Parks & Recreation Department. |

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, August 2, 2021**, in Council Chambers at City Hall; same being an adjourned meeting from July 20, 2021.

Those present included Mayor Toby Barker and members of the City Council: Jeffrey George, Ward 1; Deborah Delgado, Ward 2; Carter Carroll, Ward 3; Dave Ware, 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; 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 George proceeded with the Citizens' Forum.

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

No citizens addressed the Council:

Council Vice President George closed the Citizen Forum.

Work Session

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

- 1. **2021-957** Presentation - from Planning on upcoming flood ordinance and FEMA flood map changes.

Attachments: 2021 FIRM data update

- 2. **2021-958** Upcoming Budget Process - requested from Councilwoman Deborah Delgado.

Budget Presentations

Council President Carroll proceeded with the Budget Presentations, which included:

- 3. **2021-959** Budget Presentation - Water & Sewer Department.

Attachments: 2022 Water and Sewer Budget Proposal

- 4. **2021-960** Budget Presentation - Parks & Recreation Department.

Attachments: parks proposed 22 budget

Meeting Recess

Council President Carroll declared **the meeting recessed at 4:56 p.m., this 2nd day of August, 2021**, by unanimous consent, until the 3rd day of August, 2021.

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor

Published Agenda



**Tuesday, August 3, 2021
5:00 PM**

**City Council
Tuesday Meeting Agenda**

**Council Chambers
200 Forrest Street**

Call to Order

Call to Prayer and Pledge of Allegiance

Presentation Agenda

POLICY AGENDA

- | | | |
|----|-----------------|--|
| 1. | 2021-951 | Approve the minutes for the July 19 & 20, 2021 meetings of the City Council. |
| 2. | 2021-892 | Approve the adoption of a 2021-2023 Disadvantaged Business Enterprise goal and program plan specific to Federal Transit Administration programs in accordance with regulations of the U.S. Department of Transportation 49 CFR Part 26. |
| 3. | 2021-956 | Approve Professional Services Agreement with Reed and Shows Meter Solutions for testing meters on the current water system and authorize the Mayor to execute the same. |
| 4. | 2021-949 | Approve Lighting Agreement with Mississippi Power Company for additional lighting at 209 Magnolia Avenue, 113 Katie Avenue and 113 Dabbs Street with a monthly increase of \$32.19, and authorize Mayor to execute the same. |
| 5. | 2021-953 | Authorize submission of the 2021 USDOJ Edward Byrne Memorial Justice Assistance Grant in the amount of \$20,312 to be shared by the City of Hattiesburg with disparate jurisdiction Forrest County (\$12,187 Hattiesburg/ \$8,125 Forrest County) and authorize the Mayor to execute the same. |

ROUTINE AGENDA

- | | | |
|----|-----------------|--|
| 1. | 2021-955 | Acknowledge receipt of 2 deeds assigning interest in a portion of Forrest County Tax Parcel No. 2-038c-16-360.00 (PPIN 021804) (16th Section Land) to the City of Hattiesburg for the Dynamic Messaging Signs Project. |
| 2. | 2021-945 | Acknowledge Proof of Publications for the month of June and July 2021. |
| 3. | 2021-947 | Acknowledge receipt of the two quote docket for the period of May 28, 2021 through July 20, 2021 as provided for in 31-7-13(b) of the Mississippi Code of 1972. |
| 4. | 2021-954 | Authorize and approve publication setting a Public Comment Period for the City's 2021 Edward Byrne Memorial Justice Assistance Grant application. |
| 5. | 2021-946 | Approve Specifications and Authorize Publication of Advertisement for Term Bid Item #2 - Repair and Rehabilitation of City Streets. |
| 6. | 2021-948 | Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds. |
| 7. | 2021-952 | Approve claims docket for the period ending July 31, 2021. |

In Memoriam:

- Mr. Adrian Gabriel Mercier
- Mrs. Dedra Quasonnette Thorne Howard
- Ms. Kathy Rigel
- Mr. Robert "Bob" Moses
- Ms. Elise Winter
- Mr. Bert Wilkins
- Mr. Stephen Rouse
- Mr. Chip Laughton

- Mr. Bernard Brown

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, August 3, 2021**, in Council Chambers at City Hall; same being a recessed meeting from August 2, 2021.

Those present included Mayor Toby Barker and members of the City Council: Jeffrey George, Ward 1; Deborah Delgado, Ward 2; Carter Carroll, Ward 3; Dave Ware, 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; 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 Member Delgado and seconded by Council Vice President George to Add Policy Item #6 at the request of the Administration, Adopt a Resolution authorizing the application for funding for the replacement of Hutchinson Avenue Bridge at Gordon's Creek; Add Additional Claims to Routine Item #7 (claims docket) at the request of the Administration, Invoice payable to Bradley Home Improvements in the amount of \$7,500.00.

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

Yeas: 5- George, Delgado, Carroll, Ware and Brown

Nays: 0- None

POLICY AGENDA

The POLICY AGENDA came before the Council.

1. **2021-951** Approve the minutes for the July 19 & 20, 2021 meetings of the City Council.

Attachments: 7-19-2021 PH, AR Mins
 7-20-2021 Mins

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Approve the minutes for the July 19 & 20, 2021 meetings of the City Council.

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

Yeas: 5- George, Delgado, Carroll, Ware and Brown

Nays: 0- None

2. **2021-892** Approve the adoption of a 2021-2023 Disadvantaged Business Enterprise goal and program plan specific to Federal Transit Administration programs in accordance with regulations of the U.S. Department of Transportation 49 CFR Part 26.

Attachments: New DBE 2021-2023 Program -Final Draft 7 27 2021
 DBE-Goal-Doc-August 2021

A MOTION was made by Council Member Brown and seconded by Council Vice President George to Approve the adoption of a 2021-2023 Disadvantaged Business Enterprise goal and program plan specific to Federal Transit Administration programs in accordance with regulations of the U.S. Department of Transportation 49 CFR Part 26.

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

Yeas: 5- George, Delgado, Carroll, Ware and Brown

Nays: 0- None

3. **2021-956** Approve Professional Services Agreement with Reed and Shows Meter Solutions for testing meters on the current water system and authorize the Mayor to execute the same.

Attachments: Reed and Shows

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Approve Professional Services Agreement with Reed and Shows Meter Solutions for testing meters on the current water system 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, Carroll, Ware and Brown

Nays: 0- None

4. **2021-953** Authorize submission of the 2021 USDOJ Edward Byrne Memorial Justice Assistance Grant in the amount of \$20,312 to be shared by the City of Hattiesburg with disparate jurisdiction Forrest County (\$12,187 Hattiesburg/ \$8,125 Forrest County) and authorize the Mayor to execute the same.

Attachments: FY2021 - Byrne JAG - Program Narrative
 Byrne 2021 Budget Worksheet
 FinancialCapability 2021
 2021 Byrne - Certifications & Assurances
 2021 Disclosure of Duplication in Cost Items
 Standard Assurances
 Certifications regarding lobbying, etc.
 BWC Certification & Policy
 2021 Byrne MOU

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Authorize submission of the 2021 USDOJ Edward Byrne Memorial Justice Assistance Grant in the amount of \$20,312 to be shared by the City of Hattiesburg with disparate jurisdiction Forrest County (\$12,187 Hattiesburg/ \$8,125 Forrest County) 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, Carroll, Ware and Brown

Nays: 0- None

5. **2021-949** Approve Lighting Agreement with Mississippi Power Company for additional lighting at 209 Magnolia Avenue, 113 Katie Avenue and 113 Dabbs Street with a monthly increase of \$32.19, and authorize Mayor to execute the same.

Attachments: MS Power-209 Magnolia, 113 Katie Ave and 113 Dabbs Street

A MOTION was made by Council Member Delgado and seconded by Council Vice President George to Approve Lighting Agreement with Mississippi Power Company for additional lighting at 209 Magnolia Avenue, 113 Katie Avenue and 113 Dabbs Street with a monthly increase of \$32.19, and authorize Mayor to execute the same.

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

Yeas: 5- George, Delgado, Carroll, Ware and Brown

Nays: 0- None

6. **2021-968** Adopt a Resolution authorizing the application for funding for the replacement of Hutchinson Avenue Bridge at Gordon's Creek.

Attachments: Resolution authorizing application - Hutchinson Avenue bridge replacement

A MOTION was made by Council Member Dave Ware and seconded by Council Vice President Jeffrey George to Adopt a Resolution (#2021-70) authorizing the application for funding for the replacement of Hutchinson Avenue Bridge at Gordon's Creek..

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

Yeas: 5- George, Delgado, Carroll, Ware and Brown

Nays: 0- None

ROUTINE AGENDA

THE ROUTINE AGENDA came before the Council.

A MOTION was made by Council Vice President George and seconded by Council member Council Member Delgado to approve the Routine Agenda as amended.

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

Yeas: 5- George, Delgado, Carroll, Ware and Brown

Nays: 0- None

1.

2021-955

Acknowledge receipt of 2 deeds assigning interest in a portion of Forrest County Tax Parcel No. 2-038c-16-360.00 (PPIN 021804) (16th Section Land) to the City of Hattiesburg for the Dynamic Messaging Signs Project.

Attachments: [Signed Deed PPIN 021804](#)
[Signed Deed #2 PPIN 021804](#)
2.

2021-945

Acknowledge Proof of Publications for the month of June and July 2021.

Attachments: [Clarion Ledger Inv3958491](#)
[Proof Publication Hub City Spokes Inv98265](#)
3.

2021-947

Acknowledge receipt of the two quote docket for the period of May 28, 2021 through July 20, 2021 as provided for in 31-7-13(b) of the Mississippi Code of 1972.

Attachments: [20210721085202](#)
4.

2021-954

Authorize and approve publication setting a Public Comment Period for the City’s 2021 Edward Byrne Memorial Justice Assistance Grant application.

Attachments: [2021 Byrne NOTICE OF PUBLIC COMMENT PERIOD](#)
[Byrne 2021 Budget Worksheet](#)
[FY2021 - Byrne JAG - Program Narrative](#)
5.

2021-946

Approve Specifications and Authorize Publication of Advertisement for Term Bid Item #2 – Repair and Rehabilitation of City Streets.

Attachments: [20210721082458](#)
6.

2021-948

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

Attachments: [Memo's \(08-03-2021\)](#)
[Receipts \(08-03-2021\)](#)
[Deeds \(08-03-2021\)](#)
7.

2021-952

Approve claims docket for the period ending July 31, 2021.

Attachments: [DOCKET 21.07.31](#)
[DT 07.31.21](#)
[Additional claims - Invoice to Bradley Home Improvement - 8-3-21](#)

In Memoriam:

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

- Mr. Adrian Gabriel Mercier
- Mrs. Dedra Quasonnette Thorne Howard
- Ms. Kathy Rigel
- Mr. Robert "Bob" Moses
- Ms. Elise Winter
- Mr. Bert Wilkins
- Mr. Stephen Rouse
- Mr. Chip Laughton
- Mr. Bernard Brown

Meeting Adjourn

Council President Carroll declared **the meeting recessed at 5:10 p.m., this 3rd day of August, 2021**, by unanimous consent, until the 16th day of August, 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, August 17, 2021

Re: Adopt an Ordinance amending Chapter 10 of the Code of Ordinances, which established the Flood Damage Prevention Ordinance for the City of Hattiesburg, and Repealing Ordinance Number 3247, adopted December 18, 2018, and any other Ordinances in conflict herewith.
File Number: 2021-1035
Minute Book #

Summary

Amend Chapter 10 of the Code of Ordinance

Recommendation Statement

Amend Chapter 10 of the Code of Ordinance

Please place this on the August 17, 2021 City Council meeting for consideration.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ginger Lowrey, Planning Administrator

cc: Andrew Ellard, Director

Date: Tuesday, August 17, 2021

Re: Adopt an Ordinance for the petition filed by Patricia Longino--Mitchell, Owner, to change the zoning classification for a certain property located at 1512 McInnis Avenue (Parcel 2--030M--11--013.00, PPIN 26743, Ward 2) from Section 4.5.10, B--3 (Community Business) District to Section 4.5.9, B--2 (Neighborhood Business) District. The Planning Commission recommended to Approve on August 4, 2021.
File Number: 2021-1027
Minute Book #

Summary

Adopt an Ordinance to rezone 1512 McInnis Avenue, Ward 2

Recommendation Statement

Please place this on the August 17, 2021 City Council meeting for consideration.

SUBJECT PARCEL: 1512 McInnis Avenue

Patricia Longino-Mitchell, Owner

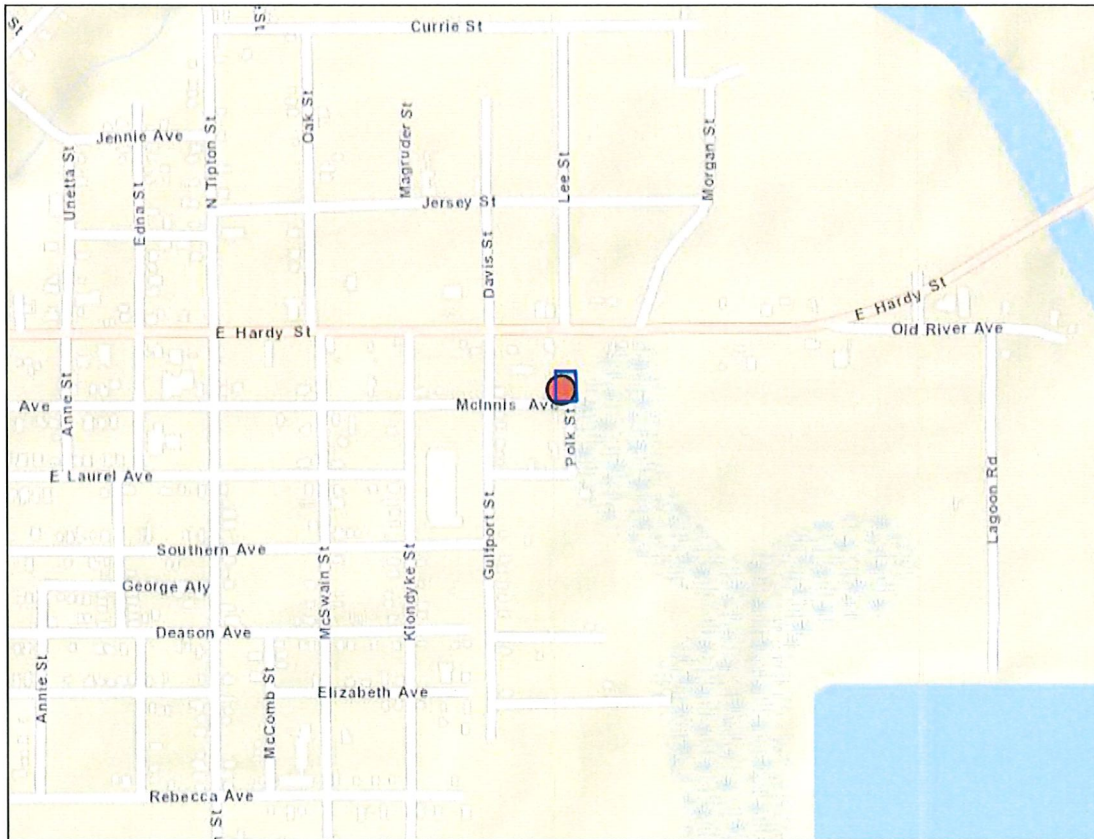
The petitioners request:

Item A: To change the zoning classification for a certain property located at 1512 McInnis Avenue (Parcel 2-030M-11-013.00, PPIN 26743, Ward 2) from Section 4.5.10, B-3 (Community Business) District to Section 4.5.9, B-2 (Neighborhood Business) District.

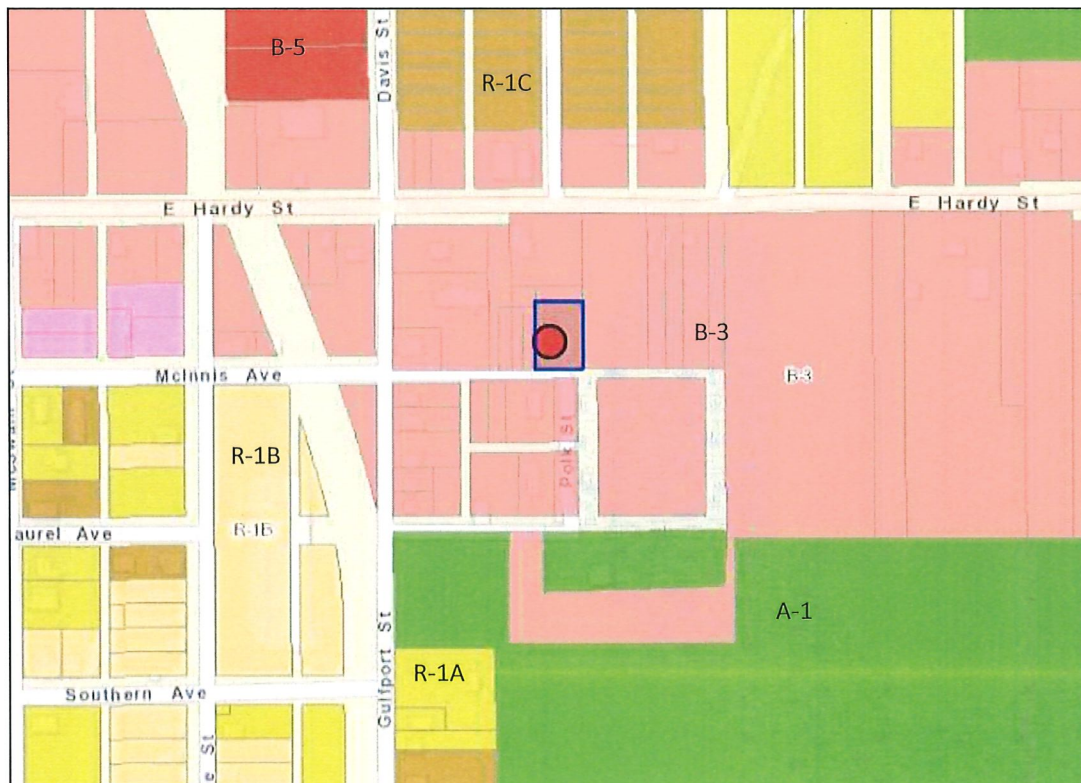
Item B: To request a Conditional Use as "Dwelling, single family detached" in B-2 (Neighborhood Business) District as defined by the LDC for a certain property located at 1512 McInnis Avenue (Parcel 2-030M-11-013.00, PPIN 26743, Ward 2). Request is contingent upon rezone of property to B-2 zone.



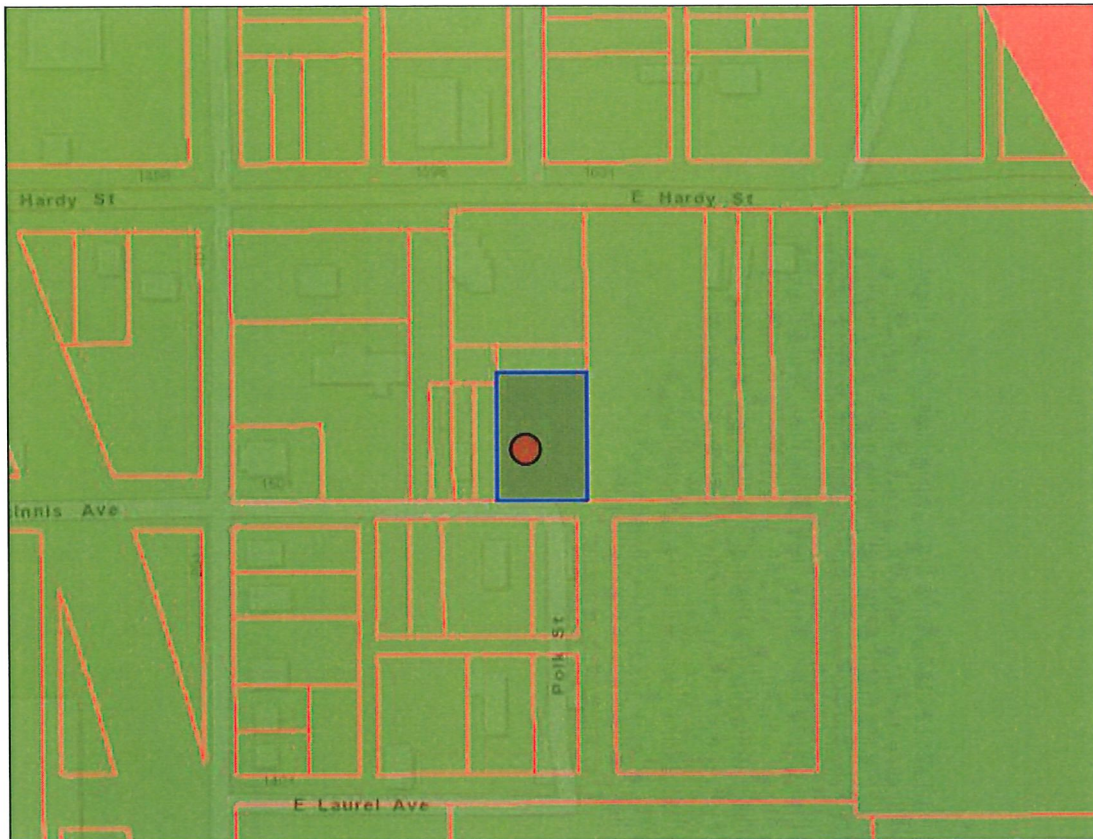
Vicinity Map—Ward 2



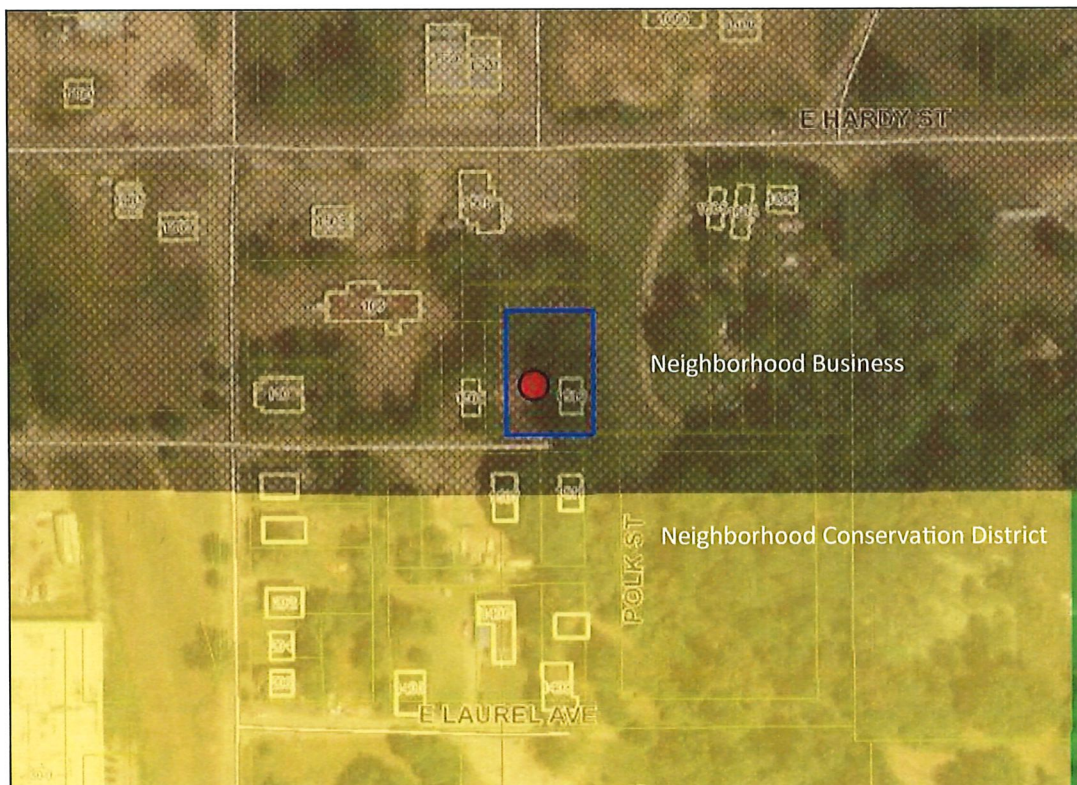
Zoning—B-3



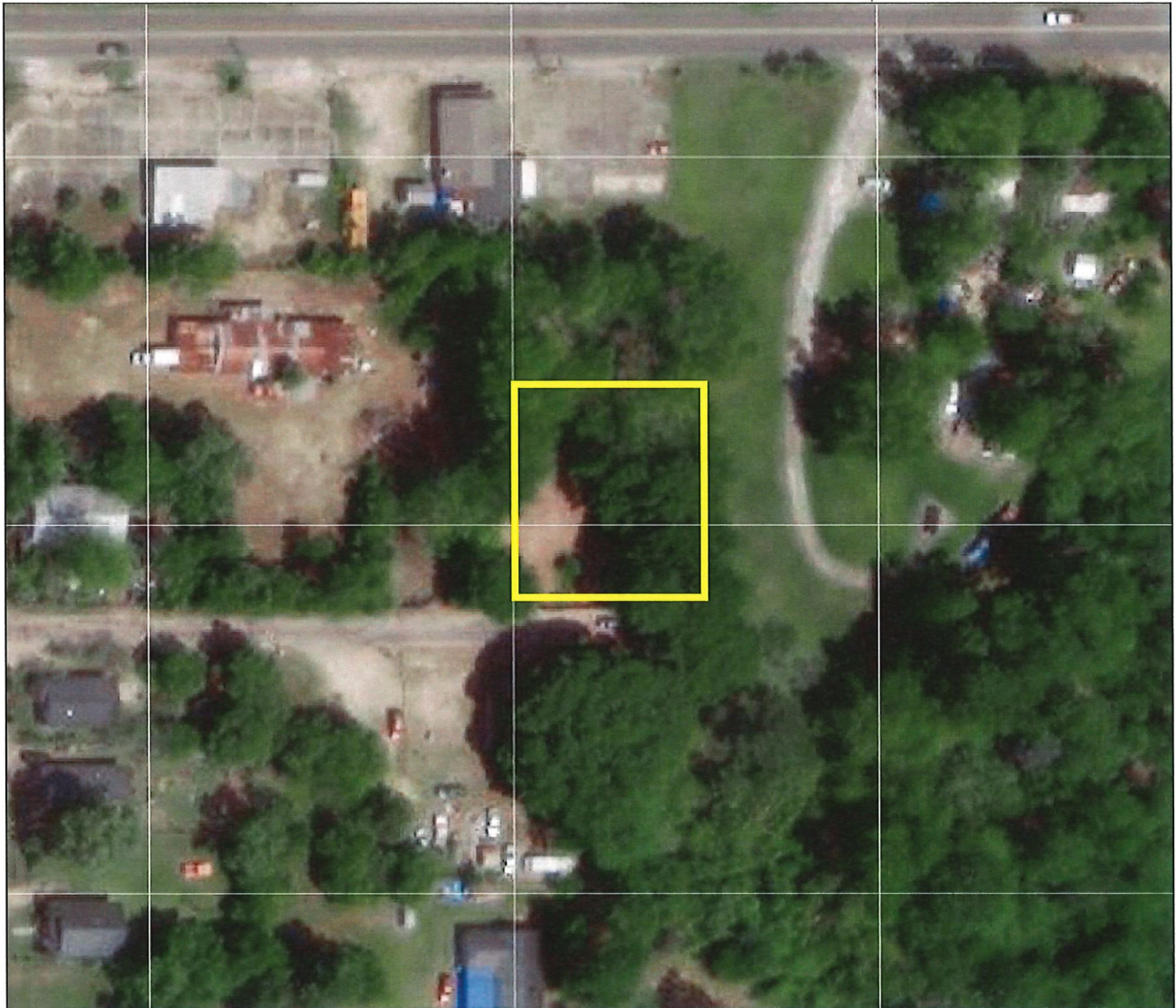
Flood Zone– AE/100-Year



Future Land Use– Neighborhood Business



Site Aerial



SURROUNDING AREA

Northern Direction: B-3 (Community Business) District/ Vacant



Southern Direction: B-3 (Community Business) District/ Dwelling



**Eastern Direction: B-3 (Community Business) District/ Vacant but part of a residential use further to the east;
Storage of junk vehicles**

Western Direction: B-3 (Community Business) District/ Undeveloped





**Planning Commission
Case Fact Sheet**

Name of Petitioners: Patricia Longino-Mitchell, Owner

Address of Property: 1512 McInnis Ave **Tax Parcel:** 2-030M-11-013.00 **PPIN:** 26743 **Ward:** 2

Requests: **Zoning Change from B-3 to B-2 (Item A)**
Conditional Use for Single Family Detached Dwelling in B-2 (Item B; Contingent on Approval of Item A)

Purpose of Request: To consider an application to change the zoning classification for a certain property located at 1512 McInnis Avenue (Parcel 2-030M-11-013.00, PPIN 26743, Ward 2) from Section 4.5.10, B-3 (Community Business) District to Section 4.5.9, B-2 (Neighborhood Business) District.

To consider an application to request a Conditional Use as "Dwelling, single family detached" in B-2 (Neighborhood Business) District as defined by the LDC for a certain property located at 1512 McInnis Avenue (Parcel 2-030M-11-013.00, PPIN 26743, Ward 2). Request is contingent upon rezone of property to B-2 zone. *Request is contingent upon approval of rezone of the property (See Agenda Item A).*

Applicant Summary: See Attached

Applicable Regulations:

SECTION 4

Zoning Districts Established

4.5.10 B-3 Community Business District

The purpose of the B-3 District is to provide for retail, personal service, and offices in locations with convenient access to the community consistent with comprehensive planning policies. This district is consistent with the Community Business District in the Comprehensive Plan.

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.

[No adopted conditions in the LDC for "Dwelling, single family detached"]

Present Zoning:	This parcel is currently zoned B-3 (Community Business) District
Present Use:	Personal Storage
Future Land Use:	Neighborhood Business
Flood zone:	AE/100-year
Surrounding Zoning and Land Use:	North: B-3 (Community Business) District/ Vacant South: B-3 (Community Business) District/ Residential East: B-3 (Community Business) District/ Vacant but part of a residential use further to the east West: B-3 (Community Business) District/ Undeveloped
Most Nearly Bounded By (streets):	The parcel is most nearly bounded to the north by E Hardy Street, to the west by Gulfport Street, and to the south by McInnis Avenue. It is accessible by McInnis Avenue.
Letters or Concerns stated:	The Planning Division Office has not received any letters or other written communications relative to this case, as of July 23, 2021.
History / Background:	<u>Rezone from B-3 to B-2:</u> The petitioner met with Staff in Pre-Application to discuss the addition of a portable building on the site, initially as storage only and later to be converted as a single family dwelling. Staff informed the applicant that while use as storage is allowed by right, single-family residential is not a permitted use in B-3 zoning. Staff discussed options for developing as a single-family use, including single-family dwellings as a conditional uses in B-2. The Pre-Application meeting was also attended by several of the applicant's neighbors living on McInnis Avenue, and Staff discussed the possibility of the group submitting a single application to rezone multiple parcels rather than a single parcel to B-2.

The nearest recent rezone in the vicinity was 119 Oak Street, on the north side of E Hardy Street, which was rezoned R-1A to B-3 in July 2020 and granted a conditional use for a warehouse.

The City has approved the Hall Avenue & E. Hardy Street Overpass Project. This project extends from the intersection of W Pine Street and 6th Avenue to the intersection of E Hardy and Gulfport Streets. There is a proposed red light to be added at the intersection of E Hardy and Gulfport Streets (see Vicinity Map for reference) and sidewalk improvements spanning the length of the project.

Forrest County has also approved the new East Hardy Street Bridge Project. Roadway improvements for the bridge project are proposed to begin just east of Lee Street. The new bridge will cross the river south of the existing bridge.

Single Family Dwelling Conditional Use:

Petitioner proposes the use of a single family residence on the site, pending approval of a rezone to a B-2 zoning. The applicant has purchased a portable building that is currently being used for approved storage purposes only. The portable building must come into compliance with ICC standards and be deemed safe for human habitation prior to being issued a certificate of occupancy for use as a house. The applicant understands that there may be substantial modifications required to bring the portable building into compliance with the International Building Code to deem it fit for human habitation. She stated she has already spoken to a contractor who explained several of the modifications required.

Option: Basis for approval (Zoning Change):

- 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

Basis for approval (Conditional Use):

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

- i. Determination that adequate public facilities and services will be available concurrent with the impacts of the development as evidenced by letters of sufficiency from utilities and schools and a determination by the city

engineer that the available capacity of existing streets can safely provide access to the site.

ii. The proposed development will be compatible with surrounding uses and will protect adjacent properties through the following measures:

- Protection of privacy. The proposed plan shall provide reasonable visual and auditory privacy for all dwelling units located within and adjacent to the site. Fences, walls, barriers and / or vegetation shall be arranged to protect and enhance the property and to enhance the privacy of on-site and neighboring occupants.
- Protection of use and enjoyment. The proposed plan shall be designed and arranged to have minimal negative impact on the use and enjoyment of adjoining property.
- Compatible design and integration. The use meets all design criteria required by this Code that apply and is designed to integrate well both on and off site.

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.)

There will be more traffic in this area which will increase the value of the neighborhood. The descendants that grew up in this area would be more interested in returning and building homes. The current residents would make improvements on their properties such as upkeep and maintenance.

Conditional Use (2 pages)

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

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

Yes currently the building on the property is being used as a storage building

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

Currently there are no utilities connected to the building but after the Rezoning the building will be a single family home with average use of utilities.

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

This site is in a residential area. This size of the building on the site is appropriate for a new home.

4. Will there be any additional pedestrian or vehicular traffic generated by the proposed use? No

If yes, please explain:

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

If yes, please explain:

6. What is the expected number of customers/employees per day? 1072

7. Parking Requirements:

Commercial/Industrial: No Paved parking will be provided for 1072 vehicles, and
_____ ADA vehicle(s); with _____ loading spaces.

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

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
August 4, 2021**

The Hattiesburg Planning Commission did meet in a regular session on August 4, 2021, at 1:05 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 give Commissioners, petitioners, and the public the option to participate remotely. A quorum was indicated and the attendance was as follows:

Commissioners Present: Dick Conville (via GoToMeeting)
Charles Dawe (via GoToMeeting)
Michael Dickerson (via GoToMeeting)
Jeff Keyseear (via GoToMeeting)
Elayne Lockett
Mark Miller, Chair
Rebekah Ray (via GoToMeeting)
Kenneth Waites

Commissioners Absent: Richardo Bryant
Amy Hinton, Vice-Chair
Rhoda A. Pickett

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

AGENDA REVIEW

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

Commissioners voting aye: Dick Conville (via GoToMeeting)
Charles Dawe (via GoToMeeting)
Michael Dickerson (via GoToMeeting)
Jeff Keyseear (via GoToMeeting)
Mark Miller, Chair
Rebekah Ray (via GoToMeeting)
Kenneth Waites

Commissioners voting nay: None
Commissioners absent for vote: Elayne Lockett

MINUTES REVIEW

There came the matter of the June 2, 2021 minutes. Commissioner Ray emailed staff clerical corrections to the minutes prior to the meeting. A motion was made by Commissioner Ray made a motion to approve the June 2 minutes, with the corrections. Commissioner Waites seconded the motion.

Dick Conville (via GoToMeeting)

Charles Dawe (via GoToMeeting)
Michael Dickerson (via GoToMeeting)
Jeff Keysear (via GoToMeeting)
Mark Miller, Chair
Rebekah Ray (via GoToMeeting)
Kenneth Waites

Commissioners voting nay: None
Commissioners absent for vote: Elayne Lockett

REPORTS

BUILDING REPORT

Steve Mitchell, Building Official, provided the Building Permit Report for July 2021. 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 June 22, 2021, City Council approved the conditional use for a bar/club at 340 N 25th Ave with added stipulations (HPC Approval Upheld), approved the text amendment to the Land Development Code pertaining to food truck parks (HPC Approval Upheld), approved the text amendment to the Land Development Code pertaining to gravel outdoor storage surfaces, (HPC Approval Upheld), approved the conditional use for “machinery/tools limited sales and service” at 4219 Lincoln Rd. (HPC Approval Upheld), and approved the conditional use for a gravel surface outdoor equipment storage yard at 4219 Lincoln Rd. (HPC Approval Upheld).

CHAIR’S REPORT

There came the matter of the Chair’s Report by Chair Mark Miller. Chair Miller commended in person attendees on mask compliance and expressed gratitude to those who chose to attend virtually. He also highlighted the grand opening of the new Raising Cane’s, which came before the Commission with a zoning change request. He used the new restaurant as an example to show the impact of the Planning Commission’s impact.

INTRODUCTIONS

The Commissioners introduced themselves.

PUBLIC HEARING – PLANNING COMMISSION

There came the matter of Item A (Zoning Change), to consider a request filed by Patricia Longino-Mitchell, Owner, as required in the Land Development Code, Ord. No. 3209, to change the zoning classification for a certain property located at 1512 McInnis Avenue (Parcel 2-030M-11-013.00, PPIN 26743, Ward 2) from Section 4.5.10, B-3 (Community Business) 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>	Fenessa Halsell	1511 McInnis Ave	Hattiesburg, MS
<u>Proponents:</u>	Larry Williams	1507 McInnis Ave	Hattiesburg, MS
	Patricia Mitchell	1512 McInnis Ave	Hattiesburg, MS
<u>Opponents:</u>	None		

Staff presented the item. Chair Miller and Commission Conville discussed that on its face, the proposal seemed like spot zoning. Chair Miller suggested that perhaps the issue with the

improper B-3 zoning on the street could be something studied on larger scale and corrected through a means such as the upcoming overlay project. Jim Gladden, Esq., stated that the Planning Commission has the ability to initiate projects if the Planning Commission believes that there is a problem with zoning in the area. The Commission can initiate a study and make recommendations based that information before the City Council.

Fenessa Halsell presented the request. She stated that the area has always been residential and does not understand why it was ever zoned to B-3. She stated that while E Hardy was clearly commercial, McInnis is clearly not and needed to be zoned for a residential use. Larry Williams spoke in favor of the application. He stated that he had been in the area since the 1970s and stated that the street had always been residential and that the City had incorrectly applied business zoning to the area without informing the residents of McInnis Avenue. He stated that the property needed to be restored to zoning that allowed for residential use. Patricia Longino-Mitchell spoke in favor of the application. She stated that she had moved back from Tulsa to McInnis Avenue and wished to establish her home on the lot. She stated that the neighborhood is improperly zoned and should be considered for rezoning since it is a quiet residential street and home to a tight-knit community that cannot expand due to zoning restrictions. She stated she wanted to improve and beautify the area with her home.

Chair Miller declared the Public Hearing closed and the Business Meeting open for voting on the request (Item A). Commissioner Waites inquired about the Commission requesting a zoning study for the area and how it would impact the Item. Staff suggested that Item A be voted on and if the Commission wanted to initiate a zoning study, then it needed to be handled as a separate item of business. Commissioner Keysear made a motion to approve the request (Item A) based the criteria that the character of the neighborhood has changed substantially so that rezoning is clearly justified and there is a public need for the rezoning. Commissioner Dawe seconded the motion. Mrs. Lowrey conducted a roll-call vote. Commissioners attending in person submitted physical voting sheets as well.

Commissioners voting aye: Dick Conville (via GoToMeeting)
Charles Dawe (via GoToMeeting)
Michael Dickerson (via GoToMeeting)
Jeff Keysear (via GoToMeeting)
Elayne Lockett
Mark Miller, Chair
Rebekah Ray (via GoToMeeting)
Kenneth Waites

Commissioners voting nay: None

There came the matter of Item B (Conditional Use), to consider petition has been filed by Patricia Longino-Mitchell, Owner, as required in the Land Development Code, Ord. No. 3209, to request a Conditional Use as “Dwelling, single-family, detached” in B-2 (Neighborhood Business) District as defined by the LDC for a certain property located at 1512 McInnis Avenue (Parcel 2-030M-11-013.00, PPIN 26743, Ward 2). Request is contingent upon rezone of property to B-2 zone.

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

Opponents: None

Chair Miller declared the Public Hearing closed and the Business Meeting open for voting on the request (Item B). Commissioner Conville made a motion to approve the item based on Approval Criteria I. and II. Commissioner Waites seconded the motion. Commissioners attending in person submitted physical voting sheets.

Commissioners voting aye: Dick Conville (via GoToMeeting)
Charles Dawe (via GoToMeeting)
Michael Dickerson (via GoToMeeting)
Jeff Keyseear (via GoToMeeting)
Elayne Lockett
Mark Miller, Chair
Rebekah Ray (via GoToMeeting)
Kenneth Waites

Commissioners voting nay: None

There came the matter of Item C (Conditional Use), to consider a request that has been filed by Robert Green, Owner, as required in the Land Development Code, Ord. No. 3209, to request a Conditional Use as “Club and Bar” in B-2 (Neighborhood Business) District as defined by the LDC for a certain property located at 915 Dabbs Street (Parcel 2-038B-15-228.00, PPIN 13838, Ward 2).

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Robert Green	613 Charles	Hattiesburg, MS
<u>Proponents:</u>	Pansy Cephus	310 Willis Ave	Hattiesburg, MS
	Arthur Siggurs	1313 Country Club	Hattiesburg, MS
	Annie Green	613 Charles	Hattiesburg, MS
<u>Opponents:</u>	None		

Robert Green presented the application. He provided the Commission with an abbreviated history of Dabbs Street and stated that the cigar bar was first of several proposed projects geared at revitalizing the district. With the cigar bar, he stated he was proposing a parking lot behind the building to accommodating parking for the business, and there is no possibility for on-site parking. Pansy Cephus spoke in favor of the application; Ms. Cephus stated she represented the Katie-John-Dabbs Neighborhood Association and the Association supported Mr. Green’s proposal. Arthur Siggurs spoke in favor of Mr. Green’s application. Pastor Siggurs stated that he wished to see the area revitalized and lamented the decline of the Dabbs Street community from the thriving neighborhood business hub that it once was. He stated he would like to see it return to its former state and that this was a starting point. Annie Green spoke in favor of the application. She stated that she and her husband, Mr. Green, wanted to create a space for the community and wanted to build the community up. She stated that they are invested in the community and that the cigar bar is one of several proposed projects that they hope to undertake to improve Dabbs Street to make it a place people want to come and visit and reminisce about old times and create new memories.

Chair Miller declared the Public Hearing closed and the Business Meeting open for voting on the request (Item B). Commissioner Waites made a motion to approve the item based on Approval Criteria II. Commissioner Lockett seconded the motion. Commissioners attending in person submitted physical voting sheets

Commissioners voting aye: Dick Conville (via GoToMeeting)
Charles Dawe (via GoToMeeting)
Michael Dickerson (via GoToMeeting)
Jeff Keysear (via GoToMeeting)
Elayne Lockett
Mark Miller, Chair
Kenneth Waites

Commissioners voting nay: None

Commissioners abstaining from vote: Rebekah Ray (via GoToMeeting)

There came the matter of Item D (Zoning Change), to consider a request that has been filed by Louis Gagnet, Owner, as required in the Land Development Code, Ord. No. 3209, to change the zoning classification for a certain property located at 309 Mobile Street (Parcel 2-029J-10-004.00, PPIN 15665, Ward 2) from Section 4.5.12, B-5 (Regional Business) District to Section 4.5.11, B-4 (Downtown Business) District.

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Louis Gagnet	309 Mobile Street	Hattiesburg, MS
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Louis Gagnet presented the application. He stated that the rezoning was necessary for his business proposal of a volleyball-themed sports bar, and there had been a number of rezones in the vicinity, with SoPro being the closest rezone to B-4.

Chair Miller declared the Public Hearing closed and the Business Meeting open for voting on the request (Item D). Commissioner Dickerson made a motion to approve the request (Item A) based the criteria that the character of the neighborhood has changed substantially so that rezoning is clearly justified and there is a public need for the rezoning. Commissioner Dawe seconded the motion. Mrs. Lowrey conducted a roll-call vote. Commissioners attending in person submitted physical voting sheets as well

Commissioners voting aye: Dick Conville (via GoToMeeting)
Charles Dawe (via GoToMeeting)
Michael Dickerson (via GoToMeeting)
Jeff Keysear (via GoToMeeting)
Elayne Lockett
Mark Miller, Chair
Kenneth Waites

Commissioners voting nay: None

Commissioners abstaining from vote: Rebekah Ray (via GoToMeeting)

BUSINESS MEETING

There came the matter of the Business Meeting. Chair Miller declared the Business Meeting open at 3:19 PM.

An appeal of the Director’s interpretation of the determination of a proposed use at 309 Mobile Street as an “amusement facility” by Louis Gagnet, Owner, was presented. Mr. Gagnet presented, stating that he proposed the permanent outdoor volleyball courts be reviewed as a “place of assembly not otherwise listed.” He stated that the hours of operation under conditions for use for amusement facilities (8 am- 11 pm) could be detrimental to his business. Commissioner Conville asked what Southern Prohibition’s hours of operation were. Commissioner Ray looked up the hours of operation and determined them to be 3 pm to 10 pm based on listed business hours

on social media. Commissioner Keysear stated his concerns about hours of operations for amusement facilities and how they may limit the proposed volleyball sports bar. Commissioner Conville noted that if the Commission reviewed the proposed development as a place of assembly then it would be a use by right in the existing zoning, then City would have no purview over the proposed development and no variance/buffer for encroachment on residential would be required. Commissioner Conville made a motion to uphold the Director’s interpretations, and Commissioner Lockett seconded the motion.

- Commissioners voting aye:** Dick Conville (via GoToMeeting)
Mark Miller, Chair
- Commissioners voting nay:** Jeff Keysear (via GoToMeeting)
- Commissioners abstaining from vote:** Michael Dickerson (via GoToMeeting)
Elayne Lockett
Kenneth Waites
Rebekah Ray (via GoToMeeting)
- Commissioners absent from vote:** Charles Dawe (via GoToMeeting)

Commissioner Waites noted on his vote sheet for the Business Item, “I think there are possible legal complications that need further study, including liabilities.”

In other business, Commissioner Waites proposed the planning study addressed in Item A. Commissioner Waites made a motion to request a planning study east of Gulfport Street and along McInnis Avenue and request that staff bring forth any relevant recommendations pertaining to that study to the Commission. Commissioner Lockett seconded the motion.

- Commissioners voting aye:** Dick Conville (via GoToMeeting)
Michael Dickerson (via GoToMeeting)
Jeff Keysear (via GoToMeeting)
Elayne Lockett
Mark Miller, Chair
Rebekah Ray (via GoToMeeting)
Kenneth Waites
- Commissioners voting nay:** None
- Commissioners absent from vote:** Charles Dawe (via GoToMeeting)

Having no further business, Commissioner Conville made a motion to adjourn the meeting. The motion was seconded by Commissioner Ray. The meeting was adjourned at 3:58 PM.

Mark Miller, Chair

Ginger M. 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 1512 MCINNIS AVENUE (PARCEL
2-030M-11-013.00, PPIN 26743, WARD 2) FROM SECTION 4.5.10, B-3 (COMMUNITY
BUSINESS) 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.

Beg 330ft S. & 296ft E. NW Cor NE 1/4 SW 14 N 150ft E 100ft S 150ft W 100ft To Beg
Section 11 Township 4 North, Range 13 West Parcel.
1824301101500
PPIN 26743
Forrest County Mississippi

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, August 17, 2021

Re: Adopt an Ordinance for the petition filed by A petition has been filed by Louis Gagnet, Owner, to change the zoning classification for a certain property located at 309 Mobile Street (Parcel 2-029J-10-004.00, PPIN 15665, Ward 2) from Section 4.5.12, B-5 (Regional Business) District to Section 4.5.11, B-4 (Downtown Business) District. The Planning Commission recommended to Approve on August 4, 2021.
File Number: 2021-1030
Minute Book #

Summary

Adopt an Ordinance to rezone 309 Mobile Street, Ward 2

Recommendation Statement

Please place this on the August 17, 2021 City Council meeting for consideration.

SUBJECT PARCEL: 309 Mobile Street

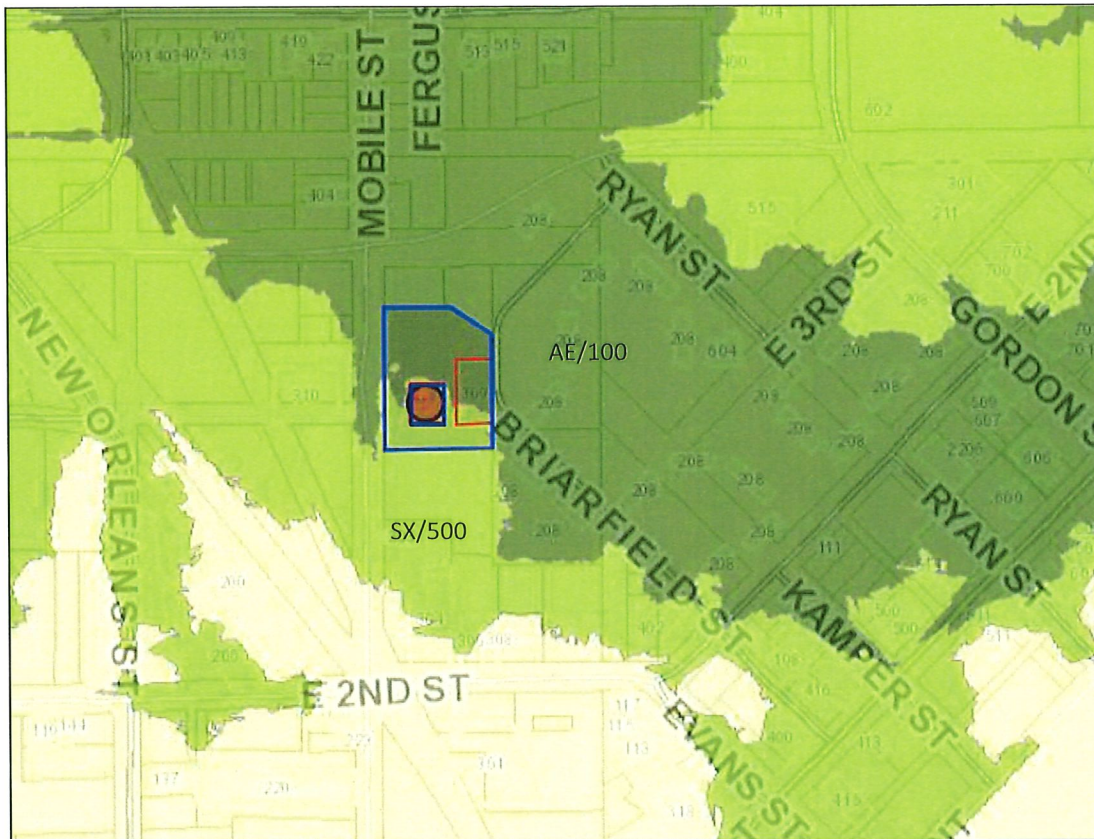
Louis Gagnet, Owner

The petitioner requests to change the zoning classification for a certain property located at 309 Mobile Street (Parcel 2-029J-10-004.00, PPIN 15665, Ward 2) from Section 4.5.12, B-5 (Regional Business) District to Section 4.5.11, B-4 (Downtown Business)

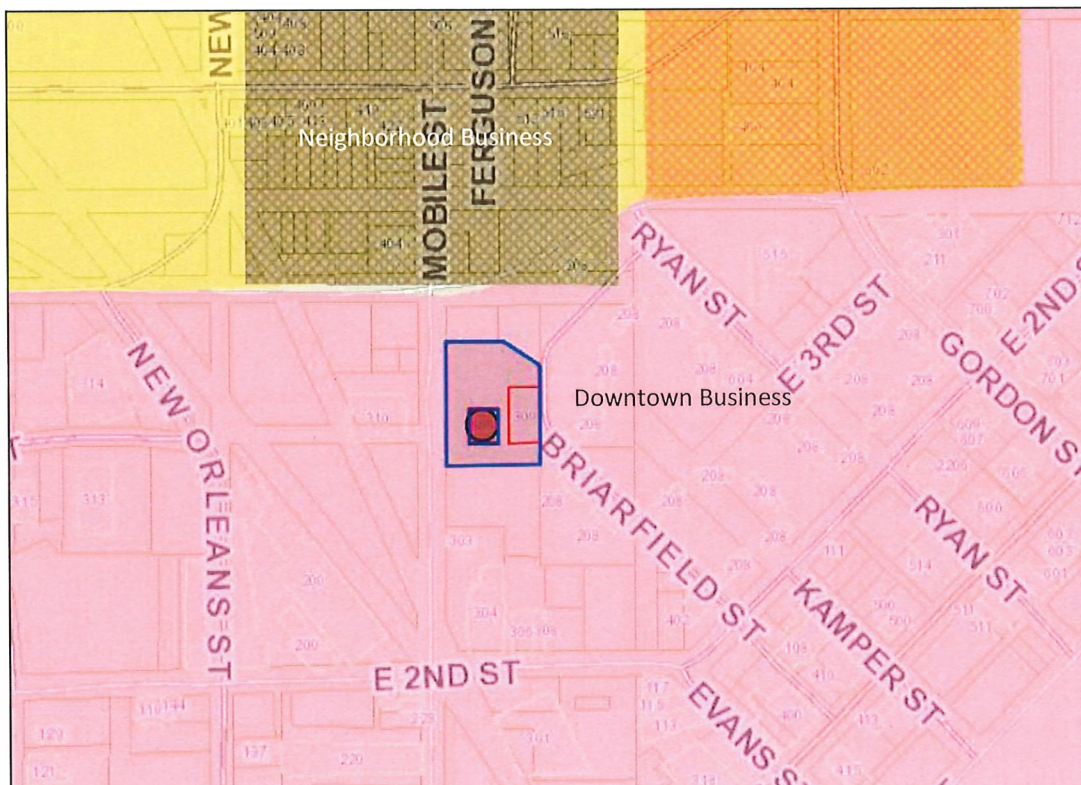




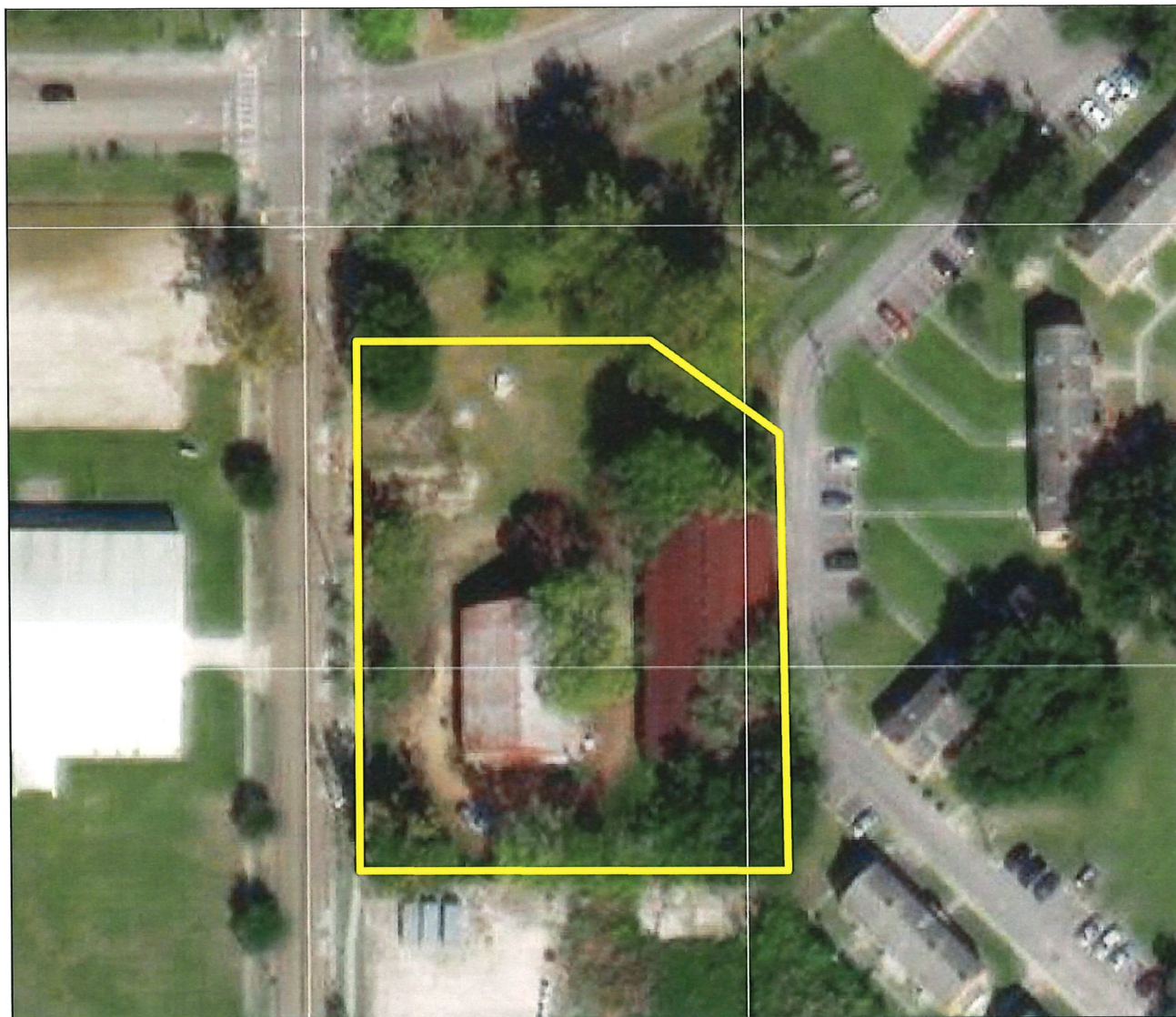
Flood Zone–AE/100-year and SX/500-year



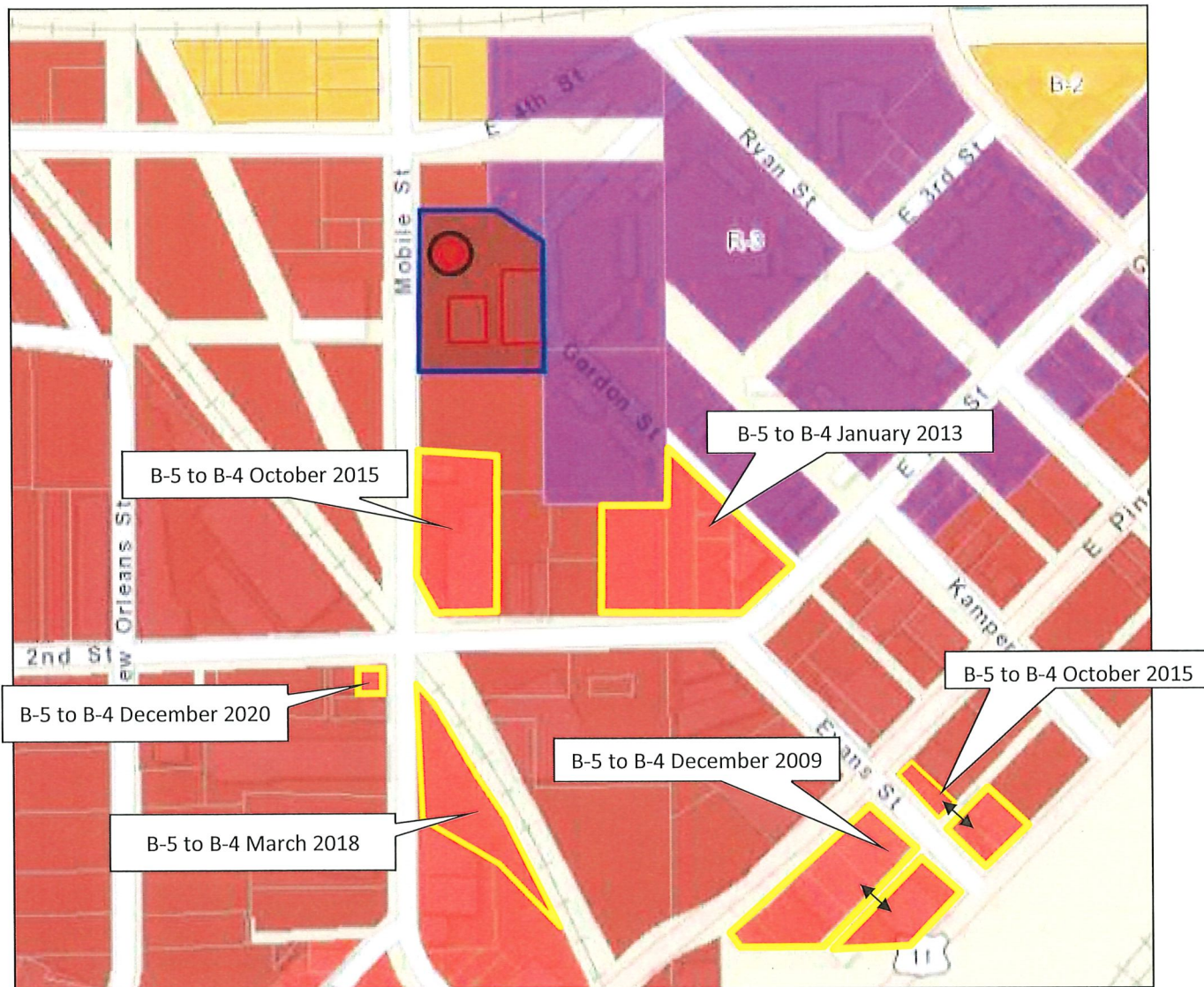
Future Land Use– Neighborhood Business



Site Aerial



Area Rezones



SURROUNDING AREA

Northern Direction: B-5 (Regional Business) District and R-3 (Multi-Family) District / Undeveloped



Southern Direction: B-5 (Regional Business) District / Commercial Parking Lot



Eastern Direction: R-3 (Multi-Family) District / Apartments

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





**Planning Commission
Case Fact Sheet**

Name of Petitioners: Louis Gagnet, Owner

Address of Property: 309 Mobile Street **Tax Parcel:** 2-029J-10-004.00 **PPIN:** 15665 **Ward:** 2

Requests: **Zoning Change B-5 to B-4**

Purpose of Request: To consider an application to change the zoning classification for a certain property located at 309 Mobile Street (Parcel 2-029J-10-004.00, PPIN 15665, Ward 2) from Section 4.5.12, B-5 (Regional Business) District to Section 4.5.11, B-4 (Downtown Business) District.

Applicant Summary: See Attached

Applicable Regulations:

SECTION 4

Zoning Districts Established

4.5.11 B-4 Downtown Business District: The Downtown Business District is intended to promote the concentration and vitality of commercial and business uses in the historic central business area of the City and as such, encourages a mixture of complementary uses with a pedestrian orientation. This district is characterized by wall-to-wall and lot-line-to-lot-line development, pedestrian walkways, a vertical mix of uses, upper floor residential uses, and off-street public parking lots.

4.5.12 B-5 Regional Business District: The purpose of the B-5 District is to provide for retail, personal and business services, offices, and financial services in locations with convenient access to the region's population consistent with comprehensive planning policies. This district is consistent with the Regional Business District in the Comprehensive Plan.

Present Zoning: This parcel is currently zoned B-5 (Regional Business) District

Present Use: Personal use

Future Land Use: Downtown Business

Flood zone: AE/100-year (regulated) and SX/500-year (unregulated)

Surrounding Zoning and Land Use:
North: B-5 (Regional Business) District and R-3 (Multi-Family) District / Undeveloped
South: B-5 (Regional Business) District / Commercial Parking Lot
East: R-3 (Multi-Family) District / Apartments
West: B-5 (Regional Business) District / Church

Most Nearly Bounded By (streets): The parcel is most nearly bounded to the north by E 4th Street, to the west by Mobile Street, to the south by E 2nd Street, and to the east by Gordon Street. It is accessible by Mobile Street.

Letters or Concerns stated: The Planning Division Office has not received any letters or other written communications relative to this case, as of July 23, 2021.

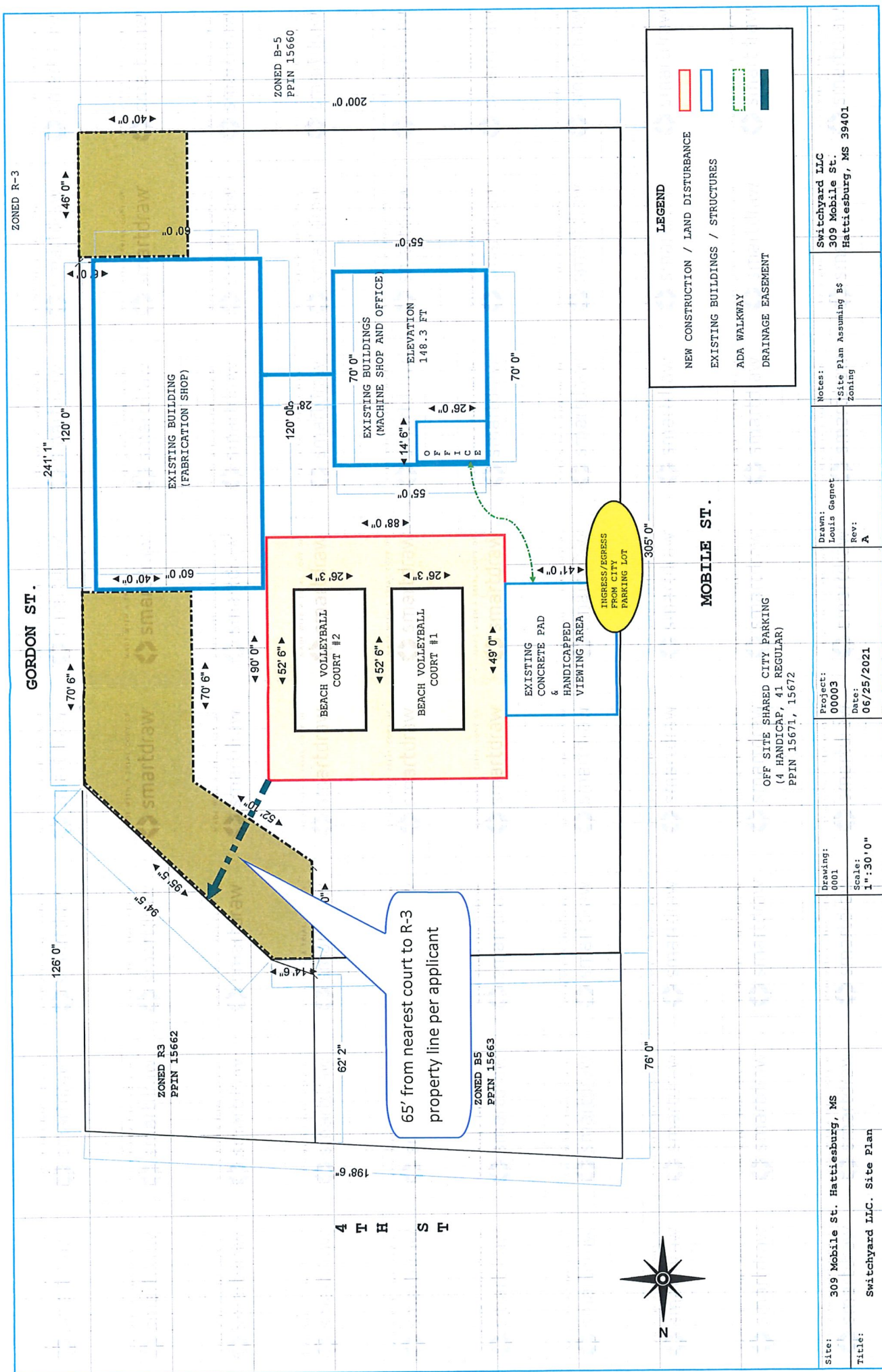
History / Background:
The petitioner met with Staff in Pre-Application to discuss the redevelopment of a contributing historic site in the Downtown Historic District. The applicant proposes renovating the existing warehouse and shop to accommodate a variety of interior small gaming amenities such as billiards and ping-pong as well as install a bar for beer and light wine sales. He states that he may install a volleyball court in the rear building, which is not fully enclosed. Additionally, he has proposed adding two regulation outdoor beach volleyball courts, as well as other outdoor game and picnic areas. While there are no immediate plans for a restaurant on the site, there will be a parking area for a visiting food truck and potentially a restaurant addition in a later phase of the development.

There have been a number of zoning changes from B-5 to B-4 in the area in recent years. Please refer to the vicinity rezoning map for reference.

The existing structures are in the regulated 100-year flood zone and improvements will be required to be compliant with the adopted Flood Ordinance. All exterior site changes will require Historic Hattiesburg Conservation Commission approval. The site is being reviewed as an "amusement facility" use, which the applicant is appealing. The appeal will be discussed as "Other business" and not as part of the public hearing for rezone.

Option: **Basis for approval (Zoning Change):**

- 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 material change in the circumstances and conditions of the neighborhood and area surrounding the petitioned property and there is a public need for the change in question, based on the Comprehensive Plan.
- ☐ B. There is a mistake in the original zoning.
- ☐ C. Annexation

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

In the past few years several nearby parcels have been re-zoned from B-5 to B-4, including my near neighbor Southern Prohibition.

The neighborhood has also positively changed in that it is becoming a defacto hub of downtown as a result of increased city development including trace extension, 6th St. museum district and the newest additions at Chain Park, etc.

Lastly, as anyone can see, there is an urgent and extreme need for more businesses that can attract more folks downtown, and changing re-zoning to B-4 downtown district can help.

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
August 4, 2021**

The Hattiesburg Planning Commission did meet in a regular session on August 4, 2021, at 1:05 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 give Commissioners, petitioners, and the public the option to participate remotely. A quorum was indicated and the attendance was as follows:

Commissioners Present: Dick Conville (via GoToMeeting)
Charles Dawe (via GoToMeeting)
Michael Dickerson (via GoToMeeting)
Jeff Keyseear (via GoToMeeting)
Elayne Lockett
Mark Miller, Chair
Rebekah Ray (via GoToMeeting)
Kenneth Waites

Commissioners Absent: Richardo Bryant
Amy Hinton, Vice-Chair
Rhoda A. Pickett

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

AGENDA REVIEW

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

Commissioners voting aye: Dick Conville (via GoToMeeting)
Charles Dawe (via GoToMeeting)
Michael Dickerson (via GoToMeeting)
Jeff Keyseear (via GoToMeeting)
Mark Miller, Chair
Rebekah Ray (via GoToMeeting)
Kenneth Waites

Commissioners voting nay: None
Commissioners absent for vote: Elayne Lockett

MINUTES REVIEW

There came the matter of the June 2, 2021 minutes. Commissioner Ray emailed staff clerical corrections to the minutes prior to the meeting. A motion was made by Commissioner Ray made a motion to approve the June 2 minutes, with the corrections. Commissioner Waites seconded the motion.

Dick Conville (via GoToMeeting)

Charles Dawe (via GoToMeeting)
Michael Dickerson (via GoToMeeting)
Jeff Keysear (via GoToMeeting)
Mark Miller, Chair
Rebekah Ray (via GoToMeeting)
Kenneth Waites

Commissioners voting nay: None
Commissioners absent for vote: Elayne Lockett

REPORTS

BUILDING REPORT

Steve Mitchell, Building Official, provided the Building Permit Report for July 2021. 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 June 22, 2021, City Council approved the conditional use for a bar/club at 340 N 25th Ave with added stipulations (HPC Approval Upheld), approved the text amendment to the Land Development Code pertaining to food truck parks (HPC Approval Upheld), approved the text amendment to the Land Development Code pertaining to gravel outdoor storage surfaces, (HPC Approval Upheld), approved the conditional use for “machinery/tools limited sales and service” at 4219 Lincoln Rd. (HPC Approval Upheld), and approved the conditional use for a gravel surface outdoor equipment storage yard at 4219 Lincoln Rd. (HPC Approval Upheld).

CHAIR’S REPORT

There came the matter of the Chair’s Report by Chair Mark Miller. Chair Miller commended in person attendees on mask compliance and expressed gratitude to those who chose to attend virtually. He also highlighted the grand opening of the new Raising Cane’s, which came before the Commission with a zoning change request. He used the new restaurant as an example to show the impact of the Planning Commission’s impact.

INTRODUCTIONS

The Commissioners introduced themselves.

PUBLIC HEARING – PLANNING COMMISSION

There came the matter of Item A (Zoning Change), to consider a request filed by Patricia Longino-Mitchell, Owner, as required in the Land Development Code, Ord. No. 3209, to change the zoning classification for a certain property located at 1512 McInnis Avenue (Parcel 2-030M-11-013.00, PPIN 26743, Ward 2) from Section 4.5.10, B-3 (Community Business) 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>	Fenessa Halsell	1511 McInnis Ave	Hattiesburg, MS
<u>Proponents:</u>	Larry Williams	1507 McInnis Ave	Hattiesburg, MS
	Patricia Mitchell	1512 McInnis Ave	Hattiesburg, MS
<u>Opponents:</u>	None		

Staff presented the item. Chair Miller and Commission Conville discussed that on its face, the proposal seemed like spot zoning. Chair Miller suggested that perhaps the issue with the

improper B-3 zoning on the street could be something studied on larger scale and corrected through a means such as the upcoming overlay project. Jim Gladden, Esq., stated that the Planning Commission has the ability to initiate projects if the Planning Commission believes that there is a problem with zoning in the area. The Commission can initiate a study and make recommendations based that information before the City Council.

Fenessa Halsell presented the request. She stated that the area has always been residential and does not understand why it was ever zoned to B-3. She stated that while E Hardy was clearly commercial, McInnis is clearly not and needed to be zoned for a residential use. Larry Williams spoke in favor of the application. He stated that he had been in the area since the 1970s and stated that the street had always been residential and that the City had incorrectly applied business zoning to the area without informing the residents of McInnis Avenue. He stated that the property needed to be restored to zoning that allowed for residential use. Patricia Longino-Mitchell spoke in favor of the application. She stated that she had moved back from Tulsa to McInnis Avenue and wished to establish her home on the lot. She stated that the neighborhood is improperly zoned and should be considered for rezoning since it is a quiet residential street and home to a tight-knit community that cannot expand due to zoning restrictions. She stated she wanted to improve and beautify the area with her home.

Chair Miller declared the Public Hearing closed and the Business Meeting open for voting on the request (Item A). Commissioner Waites inquired about the Commission requesting a zoning study for the area and how it would impact the Item. Staff suggested that Item A be voted on and if the Commission wanted to initiate a zoning study, then it needed to be handled as a separate item of business. Commissioner Keysear made a motion to approve the request (Item A) based the criteria that the character of the neighborhood has changed substantially so that rezoning is clearly justified and there is a public need for the rezoning. Commissioner Dawe seconded the motion. Mrs. Lowrey conducted a roll-call vote. Commissioners attending in person submitted physical voting sheets as well.

Commissioners voting aye: Dick Conville (via GoToMeeting)
Charles Dawe (via GoToMeeting)
Michael Dickerson (via GoToMeeting)
Jeff Keysear (via GoToMeeting)
Elayne Lockett
Mark Miller, Chair
Rebekah Ray (via GoToMeeting)
Kenneth Waites

Commissioners voting nay: None

There came the matter of Item B (Conditional Use), to consider petition has been filed by Patricia Longino-Mitchell, Owner, as required in the Land Development Code, Ord. No. 3209, to request a Conditional Use as “Dwelling, single-family, detached” in B-2 (Neighborhood Business) District as defined by the LDC for a certain property located at 1512 McInnis Avenue (Parcel 2-030M-11-013.00, PPIN 26743, Ward 2). Request is contingent upon rezone of property to B-2 zone.

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

Opponents: None

Chair Miller declared the Public Hearing closed and the Business Meeting open for voting on the request (Item B). Commissioner Conville made a motion to approve the item based on Approval Criteria I. and II. Commissioner Waites seconded the motion. Commissioners attending in person submitted physical voting sheets.

Commissioners voting aye: Dick Conville (via GoToMeeting)
Charles Dawe (via GoToMeeting)
Michael Dickerson (via GoToMeeting)
Jeff Keyseear (via GoToMeeting)
Elayne Lockett
Mark Miller, Chair
Rebekah Ray (via GoToMeeting)
Kenneth Waites

Commissioners voting nay: None

There came the matter of Item C (Conditional Use), to consider a request that has been filed by Robert Green, Owner, as required in the Land Development Code, Ord. No. 3209, to request a Conditional Use as “Club and Bar” in B-2 (Neighborhood Business) District as defined by the LDC for a certain property located at 915 Dabbs Street (Parcel 2-038B-15-228.00, PPIN 13838, Ward 2).

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Robert Green	613 Charles	Hattiesburg, MS
<u>Proponents:</u>	Pansy Cephus	310 Willis Ave	Hattiesburg, MS
	Arthur Siggurs	1313 Country Club	Hattiesburg, MS
	Annie Green	613 Charles	Hattiesburg, MS
<u>Opponents:</u>	None		

Robert Green presented the application. He provided the Commission with an abbreviated history of Dabbs Street and stated that the cigar bar was first of several proposed projects geared at revitalizing the district. With the cigar bar, he stated he was proposing a parking lot behind the building to accommodating parking for the business, and there is no possibility for on-site parking. Pansy Cephus spoke in favor of the application; Ms. Cephus stated she represented the Katie-John-Dabbs Neighborhood Association and the Association supported Mr. Green’s proposal. Arthur Siggurs spoke in favor of Mr. Green’s application. Pastor Siggurs stated that he wished to see the area revitalized and lamented the decline of the Dabbs Street community from the thriving neighborhood business hub that it once was. He stated he would like to see it return to its former state and that this was a starting point. Annie Green spoke in favor of the application. She stated that she and her husband, Mr. Green, wanted to create a space for the community and wanted to build the community up. She stated that they are invested in the community and that the cigar bar is one of several proposed projects that they hope to undertake to improve Dabbs Street to make it a place people want to come and visit and reminisce about old times and create new memories.

Chair Miller declared the Public Hearing closed and the Business Meeting open for voting on the request (Item B). Commissioner Waites made a motion to approve the item based on Approval Criteria II. Commissioner Lockett seconded the motion. Commissioners attending in person submitted physical voting sheets

Commissioners voting aye: Dick Conville (via GoToMeeting)
Charles Dawe (via GoToMeeting)
Michael Dickerson (via GoToMeeting)
Jeff Keyseear (via GoToMeeting)
Elayne Lockett
Mark Miller, Chair
Kenneth Waites

Commissioners voting nay: None

Commissioners abstaining from vote: Rebekah Ray (via GoToMeeting)

There came the matter of Item D (Zoning Change), to consider a request that has been filed by Louis Gagnet, Owner, as required in the Land Development Code, Ord. No. 3209, to change the zoning classification for a certain property located at 309 Mobile Street (Parcel 2-029J-10-004.00, PPIN 15665, Ward 2) from Section 4.5.12, B-5 (Regional Business) District to Section 4.5.11, B-4 (Downtown Business) District.

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Louis Gagnet	309 Mobile Street	Hattiesburg, MS
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Louis Gagnet presented the application. He stated that the rezoning was necessary for his business proposal of a volleyball-themed sports bar, and there had been a number of rezones in the vicinity, with SoPro being the closest rezone to B-4.

Chair Miller declared the Public Hearing closed and the Business Meeting open for voting on the request (Item D). Commissioner Dickerson made a motion to approve the request (Item A) based the criteria that the character of the neighborhood has changed substantially so that rezoning is clearly justified and there is a public need for the rezoning. Commissioner Dawe seconded the motion. Mrs. Lowrey conducted a roll-call vote. Commissioners attending in person submitted physical voting sheets as well

Commissioners voting aye: Dick Conville (via GoToMeeting)
Charles Dawe (via GoToMeeting)
Michael Dickerson (via GoToMeeting)
Jeff Keyseear (via GoToMeeting)
Elayne Lockett
Mark Miller, Chair
Kenneth Waites

Commissioners voting nay: None

Commissioners abstaining from vote: Rebekah Ray (via GoToMeeting)

BUSINESS MEETING

There came the matter of the Business Meeting. Chair Miller declared the Business Meeting open at 3:19 PM.

An appeal of the Director’s interpretation of the determination of a proposed use at 309 Mobile Street as an “amusement facility” by Louis Gagnet, Owner, was presented. Mr. Gagnet presented, stating that he proposed the permanent outdoor volleyball courts be reviewed as a “place of assembly not otherwise listed.” He stated that the hours of operation under conditions for use for amusement facilities (8 am- 11 pm) could be detrimental to his business. Commissioner Conville asked what Southern Prohibition’s hours of operation were. Commissioner Ray looked up the hours of operation and determined them to be 3 pm to 10 pm based on listed business hours

on social media. Commissioner Keysear stated his concerns about hours of operations for amusement facilities and how they may limit the proposed volleyball sports bar. Commissioner Conville noted that if the Commission reviewed the proposed development as a place of assembly then it would be a use by right in the existing zoning, then City would have no purview over the proposed development and no variance/buffer for encroachment on residential would be required. Commissioner Conville made a motion to uphold the Director’s interpretations, and Commissioner Lockett seconded the motion.

- Commissioners voting aye:** Dick Conville (via GoToMeeting)
Mark Miller, Chair
- Commissioners voting nay:** Jeff Keysear (via GoToMeeting)
- Commissioners abstaining from vote:** Michael Dickerson (via GoToMeeting)
Elayne Lockett
Kenneth Waites
Rebekah Ray (via GoToMeeting)
- Commissioners absent from vote:** Charles Dawe (via GoToMeeting)

Commissioner Waites noted on his vote sheet for the Business Item, “I think there are possible legal complications that need further study, including liabilities.”

In other business, Commissioner Waites proposed the planning study addressed in Item A. Commissioner Waites made a motion to request a planning study east of Gulfport Street and along McInnis Avenue and request that staff bring forth any relevant recommendations pertaining to that study to the Commission. Commissioner Lockett seconded the motion.

- Commissioners voting aye:** Dick Conville (via GoToMeeting)
Michael Dickerson (via GoToMeeting)
Jeff Keysear (via GoToMeeting)
Elayne Lockett
Mark Miller, Chair
Rebekah Ray (via GoToMeeting)
Kenneth Waites
- Commissioners voting nay:** None
- Commissioners absent from vote:** Charles Dawe (via GoToMeeting)

Having no further business, Commissioner Conville made a motion to adjourn the meeting. The motion was seconded by Commissioner Ray. The meeting was adjourned at 3:58 PM.

Mark Miller, Chair

Ginger M. 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 309 MOBILE STREET (PARCEL
2-029J-10-004.00, PPIN 15665, WARD 2) FROM SECTION 4.5.12, B-5 (REGIONAL
BUSINESS) DISTRICT TO SECTION 4.5.11, B-4 (DOWNTOWN BUSINESS)
DISTRICT.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF 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.

“Beginning at a point on the Eastern boundary of Mobile Street 10 feet in a Northerly direction from the Northwest corner of Lot 3, in block 19, (sometimes referred to as Block 19 ½) according to the Hardy and Scott Survey or Map, the said point being the point of the beginning of the property herein conveyed; and from the said point of beginning run in a Northerly direction and along the East margin of Mobile Street a distance of 135 feet to the Southwest corner of that certain parcel of land formerly sold to J.R. Maynard and B. H. Maynard, trading as the Maynard Equipment Company; thence to the right along the South boundary line of the Maynard Equipment Company land 200 feet to the East margin of Lot #2, in Block #20 of the said Hardy and Scott Survey or Map; thence to the right and along the said East margin of the said Lot and Block 135 feet; thence to the right 200 feet to the point of beginning; all lying and

being situated in Lot 2, in Block 20 and a part of Third Street (which has been abandoned by the City of Hattiesburg, Mississippi, through Blocks 19 and 20) according to the above Hardy and Scott Survey or Map of the City of Hattiesburg, Forrest County, Mississippi;” being the lands conveyed by Hattiesburg Steel and Foundry Incorporated, a corporation, on April 1, 1942, through deed of record in Book 69 at pages 415 – 416 of the Land Deed Records of Forrest County, Mississippi; together with all improvements thereon and all personal property located therein or thereon; and

“Beginning at a point on the Eastern boundary of Mobile St 10 feet in a Northerly direction from the Northwest corner of Lot 3, in Block 19, (sometimes referred to as Block 19 ½) according to the Hardy and Scott Survey or Map, the said point being the point of beginning of the property herein conveyed; and from the said point of beginning run in a Southerly direction forty feet; thence to the left at right angles a distance of 200 feet, thence to the left and at right angles a distance of forty feet to the Southeast corner of lands heretofore sold by the Grantor to the Grantees of April 1st, 1942, thence in a Westerly direction on the Southerly side of said lands conveyed as of said April 1st, 1942, a distance of 200 feet to the point of beginning, the lot of land here conveyed fronting forty feet on Mobile Street and having a depth of 200 feet and lying to the South of lands conveyed, aforesaid, on April 1st, 1942, and being located in Lot 3, Block 20, according to the above mentioned Hardy and Scott Survey or Map of the City of Hattiesburg, Forrest County, Mississippi;” being the land conveyed by the Hattiesburg Steel and Foundry, Incorporated, a corporation, on October 13, 1943, through deed of record in Book 74 at pages 465 – 466 of the Land Deed Records of Forrest County, Mississippi; together with all improvements thereon and all personal property located therein or thereon.

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:

CITY CLERK

APPROVED:

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ginger Lowrey, Planning Administrator

cc: Andrew Ellard, Director

Date: Tuesday, August 17, 2021

Re: Approve or Deny a petition filed by Louis Gagnet, Owner, to request a variance from LDC Sec.5.4.5.2 which states “No permanently established outdoor amusement facilities, such as miniature golf courses, skateboard courses, or mechanical rides shall be located within 500 feet of the closest point of any abutting property line located in a residential district” and instead allow for outdoor amusement facilities, specifically regulation outdoor volleyball courts, to be located sixty-five (65) feet from the abutting residential property line, for a variance of four hundred thirty- five (435) feet for a proposed amusement facility located at 309 Mobile Street (Parcel 2-029J-10-004.00, PPIN 15665, Ward 2).). The Board of Adjustment recommended to Approve on August 4, 2021.
File Number: 2021-1034
Minute Book #

Summary

309 Mobile Street - Variance – Distance of amusement facilities to residential

Recommendation Statement

Please place this on the August 17, 2021 City Council meeting for consideration.

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG BOARD OF ADJUSTMENT
August 4, 2021**

The Hattiesburg Board of Adjustment did meet in regular session on August 4, 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 (GoToMeeting)
Dick Conville (GoToMeeting)
Bernard Green
Stacy Ready
James Trussell (via GoToMeeting)
Brandon Williams (via GoToMeeting)

Board Members Absent: Shawn Harris
James Hughes
Lucy Parkman

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

Bruce Betts, Vice-Chair, declared the meeting of the Hattiesburg Board of Adjustment open and in session at 4:14 PM.

AGENDA REVIEW

There came the matter of the August 2021 Agenda. A request was made by staff to move Item D to the beginning to allow the applicant for Items A-C to arrive at the meeting. A motion was made to approve the August 2021 Agenda with as amended by Bernard Green and seconded by Stacy Ready.

Board Members voting aye: Bruce Betts, Vice-Chair
Victoria Bolls (GoToMeeting)
Dick Conville (GoToMeeting)
Bernard Green
Stacy Ready
James Trussell (via GoToMeeting)
Brandon Williams (via GoToMeeting)

Board Members voting nay: None

MINUTES REVIEW

There came the matter of the June 2, 2021 minutes. A motion was made to approve the minutes by Bernard Green and seconded by Stacy Ready.

Board Members voting aye: Bruce Betts, Vice-Chair
Victoria Bolls (GoToMeeting)
Dick Conville (GoToMeeting)
Bernard Green
Stacy Ready
James Trussell (via GoToMeeting)
Brandon Williams (via GoToMeeting)

Board Members voting nay: None

REPORTS

PLANNING REPORT

Ginger Maddox Lowrey, AICP, Planning Division Manager, provided the Planning Report. On June 22, 2021 City Council approved the storage yard size yard variance at 4219 Lincoln Rd. and the front setback variance at 3810 Lincoln Rd. (BOA recommendations upheld).

CHAIR’S REPORT

None

INTRODUCTIONS

Board members introduced themselves.

PUBLIC HEARING – BOARD OF ADJUSTMENT

Bruce Betts, Vice-Chair, declared the Public Hearing for the Board of Adjustment open at 4:24 2PM.

There came the matter of Item D (Distance to Residential Variance), Louis Gagnet, Owner, as required in the Land Development, Ord. No. 3209, to request a variance from LDC Sec.5.4.5.2 which states “No permanently established outdoor amusement facilities, such as miniature golf courses, Skateboard courses, or mechanical rides shall be located within 500 feet of the closest point of any abutting property line located in a residential district” and instead allow for outdoor amusement facilities, specifically regulation outdoor volleyball courts, to be located sixty-five (65) feet from the abutting residential property line, for a variance of four hundred thirty- five (435) feet for a proposed amusement facility located at 309 Mobile Street (Parcel 2-029J-10-004.00, PPIN 15665, Ward 2).

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Louis Gagnet	309 Mobile Street	Hattiesburg, MS
<u>Proponents:</u>			
<u>Opponents:</u>			

Louis Gagnet presented the application. Mr. Gagnet provided a synopsis of his business proposal and read aloud a letter of support from Judy Milliard from the Hattiesburg Housing Authority.

Bruce Betts declared the Public Hearing closed and the Business Meeting open to vote on Item D. Dick Conville 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; Minimum Required, the granting of a variance is the minimum variance required that will make possible the reasonable use of a land or structure. Stacy Ready seconded the motion.

Board Members voting aye: Bruce Betts, Vice-Chair
Dick Conville (GoToMeeting)
Bernard Green
Stacy Ready
James Trussell (via GoToMeeting)
Brandon Williams (via GoToMeeting)

Board Members voting nay: None

Board Members absent from vote: Victoria Bolls (GoToMeeting)

There came the matter of Item A (Curb Cut Variance), Robert Green, Owner, as

required in the Land Development, Ord. No. 3209, to request a variance from LDC Sec.7.5.2.2 which states “Curb cuts, except where shared, shall be located a minimum of 10 feet from a parcel or lot line.” and instead allow for a curb cut zero (0) feet from the parcel line, for a variance of ten (10) feet for a proposed parking lot to be located at 317 Rosa Ave (Parcel 2-038B-15-226.00, PPIN 13840, Ward 2).

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Robert Green	613 Charles	Hattiesburg, MS
<u>Proponents:</u>			
<u>Opponents:</u>			

Robert Green presented the application. Mr. Green stated that he was requesting the variances for the parking lot on Rosa Avenue to build off-site parking to accommodating parking for his proposed cigar bar, which is to be sited on Dabbs Street. He stated that because of the development pattern along Dabbs, buildings were thrown up wherever there was space available, with little regard to property lines. He stated it is difficult to meet all the current standards due to the existing development patterns, but he is working on obtaining surveys of all the properties he owns in the vicinity to help ease future development.

Bruce Betts declared the Public Hearing closed and the Business Meeting open to vote on Item A. Stacy Ready 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 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; 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, Reasonable Use, the applicant cannot make reasonable use of the property without the requested variance. Bernard Green seconded the motion.

Board Members voting aye: Bruce Betts, Vice-Chair
Victoria Bolls (GoToMeeting)
Dick Conville (GoToMeeting)
Bernard Green
Stacy Ready
James Trussell (via GoToMeeting)
Brandon Williams (via GoToMeeting)

Board Members voting nay: None

There came the matter of Item B (Landscape Variance), Robert Green, Owner, as required in the Land Development, Ord. No. 3209, to request a variance from Sec. 7.10.10.1 which states “There shall be a minimum of 20 square feet of interior landscaped area provided within each parking lot for each parking space provided exclusive of landscape islands” and instead allow for zero (0) square feet interior landscaped area for a variance of one hundred eighty (180) square feet for a proposed parking lot to be located at 317 Rosa Ave (Parcel 2-038B-15-226.00, PPIN 13840, Ward 2).

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Robert Green	613 Charles	Hattiesburg, MS

Proponents:

Opponents:

Robert Green presented the application.

Bruce Betts declared the Public Hearing closed and the Business Meeting open to vote on Item B. Stacy Ready 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 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; 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, 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. Bernard Green seconded the motion. Dick Conville stated he was voting against the motion because the City needs always needs more landscaping.

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

Board Members voting nay: Dick Conville (GoToMeeting)

There came the matter of Item C (Zoning Buffer Variance), Robert Green, Owner, as required in the Land Development, Ord. No. 3209, to request a variance from LDC Table 7.11-2, B-2 20' zoning buffer requirement and instead allow a zoning buffer of zero (0) feet for variance of twenty (20) feet for a proposed parking lot to be located at 317 Rosa Ave (Parcel 2-038B-15-226.00, PPIN 13840, Ward 2).

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Robert Green	613 Charles	Hattiesburg, MS

Proponents:

Opponents:

Robert Green presented the application.

Bruce Betts declared the Public Hearing closed and the Business Meeting open to vote on Item B. Dick Conville 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 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; 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, 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. Bernard Green seconded the motion.

Board Members voting aye: Bruce Betts, Vice-Chair
Victoria Bolls (GoToMeeting)
Dick Conville (GoToMeeting)
Bernard Green
Stacy Ready
James Trussell (via GoToMeeting)
Brandon Williams (via GoToMeeting)

Board Members voting nay: None

BUSINESS MEETING

There being no further business, Bernard Green made a motion to adjourn the meeting. The motion was seconded by James Trussell. The meeting was adjourned at 5:25 PM.

Bruce Betts, Vice-Chair

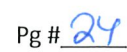
Ginger Maddox Lowrey, AICP, CFM, Planning Division Manager

SUBJECT PARCEL: 309 Mobile Street

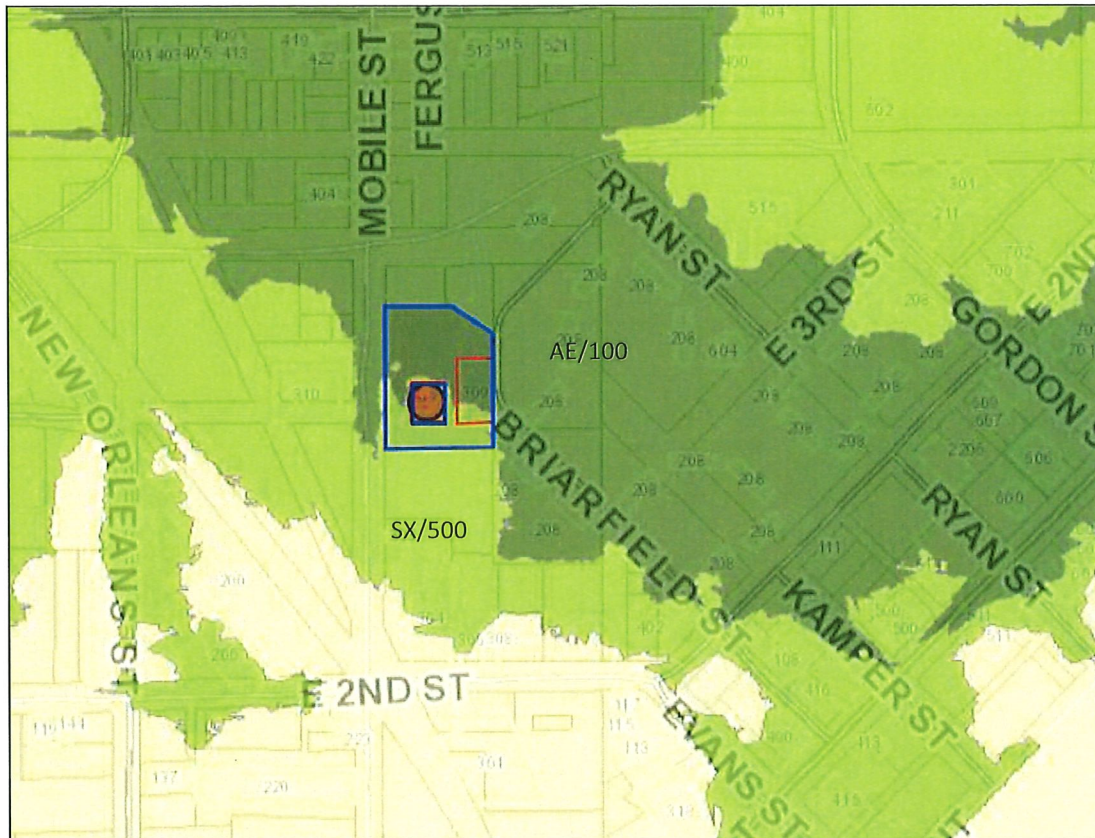
Louis Gagnet, Owner

The petitioner requests to vary from LDC Sec.5.4.5.2 which states "No permanently established outdoor amusement facilities, such as miniature golf courses, skateboard courses, or mechanical rides shall be located within 500 feet of the closest point of any abutting property line located in a residential district" and instead allow for outdoor amusement facilities, specifically regulation outdoor volleyball courts, to be located sixty-five (65) feet from the abutting residential property line, for a variance of four hundred thirty-five (435) feet for a proposed amusement facility located at 309 Mobile Street (Parcel 2-029J-10-004.00, PPIN 15665, Ward 2). District .

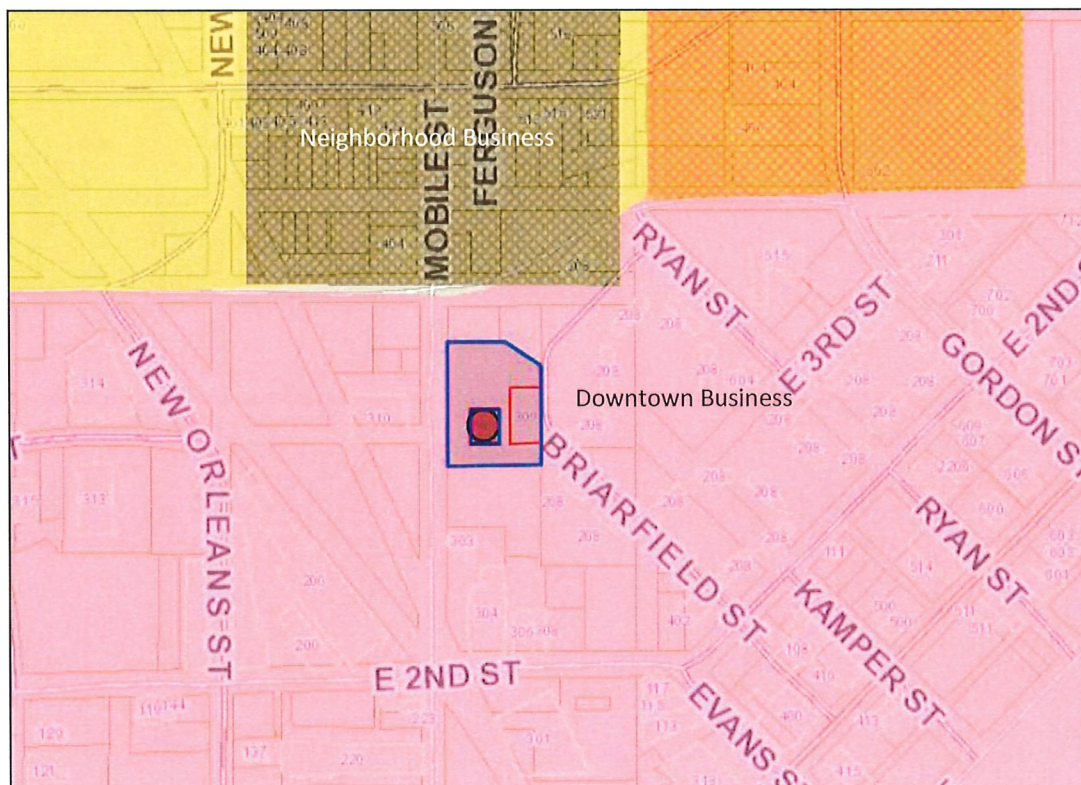




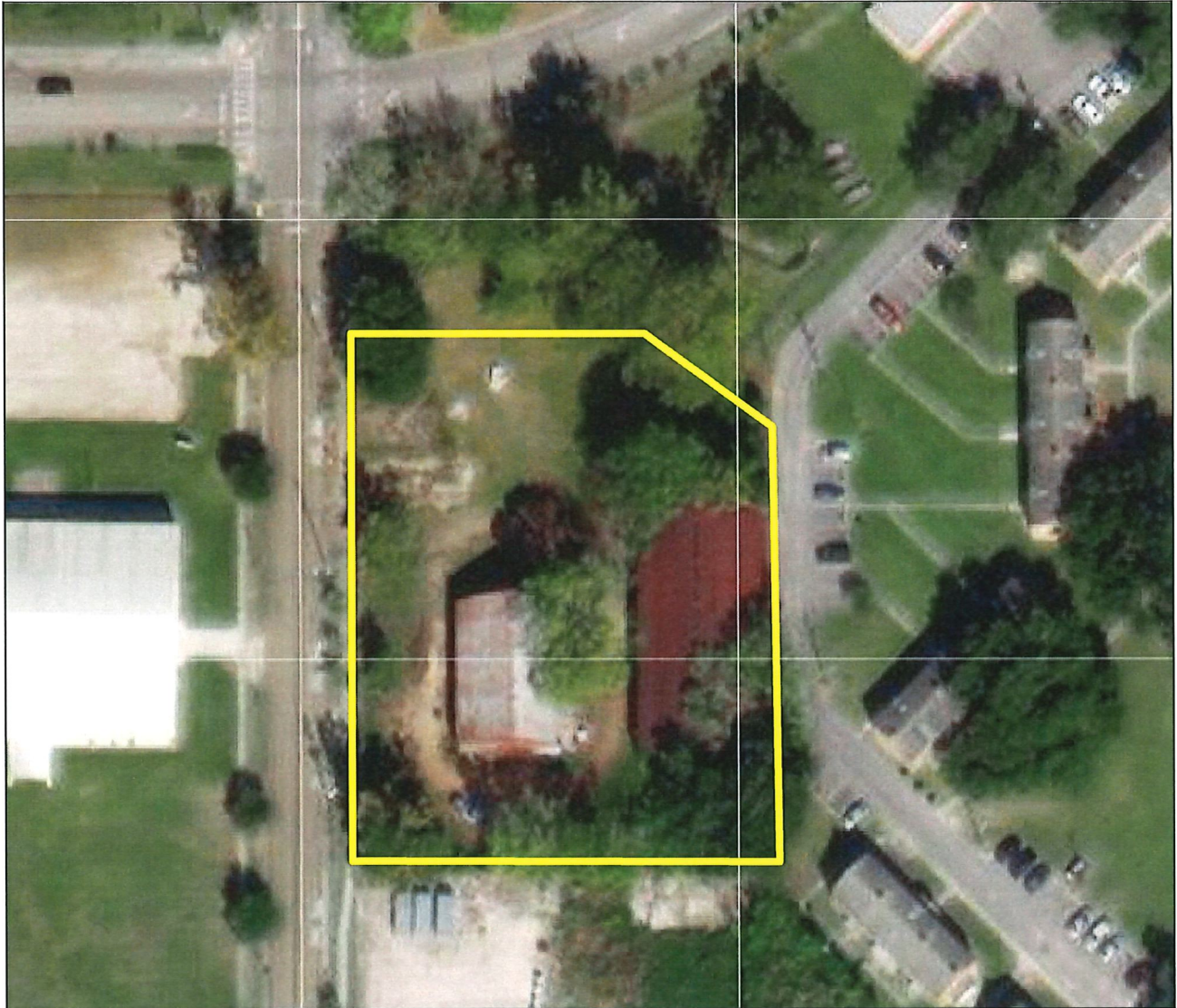
Flood Zone–AE/100-year and SX/500-year



Future Land Use– Neighborhood Business



Site Aerial



SURROUNDING AREA

Northern Direction: B-5 (Regional Business) District and R-3 (Multi-Family) District / Undeveloped greenspace



Southern Direction: B-5 (Regional Business) District / Commercial Parking Lot



Eastern Direction: R-3 (Multi-Family) District / Apartments

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



Additional Photo From R-3 Property





**Board of Adjustment
Case Fact Sheet**

Name of Petitioners: Louis Gagnet, Owner

Address of Property:
309 Mobile Street

Tax Parcel
2-029J-10-004.00

PPIN:
15665

Ward:
2

Request: Variance of amusement facility to residential zoning

Purpose of Request: To vary from LDC Sec.5.4.5.2 which states "No permanently established outdoor amusement facilities, such as miniature golf courses, skateboard courses, or mechanical rides shall be located within 500 feet of the closest point of any abutting property line located in a residential district" and instead allow for outdoor amusement facilities, specifically regulation outdoor volleyball courts, to be located sixty-five (65) feet from the abutting residential property line, for a variance of four hundred thirty- five (435) feet for a proposed amusement facility located at 309 Mobile Street (Parcel 2-029J-10-004.00, PPIN 15665, Ward 2).

Applicant Summary: See Attached

Applicable Regulations:

Present Zoning: This parcel is currently zoned B-5 (Regional Business) District

Present Use: Personal use

Future Land Use: Downtown Business

Flood zone: AE/100-year (regulated) and SX/500-year (unregulated)

**Surrounding Zoning
and Land Use:**

North: B-5 (Regional Business) District and R-3 (Multi-Family)
District / Undeveloped greenspace
South: B-5 (Regional Business) District / Commercial Parking Lot
East: R-3 (Multi-Family) District / Apartments
West: B-5 (Regional Business) District / Church

**Letters or
Concerns stated:**

The Planning Division Office has not received any letters relative to this case as of July 23, 2021. The applicant has provided no letters of support from adjoining properties as of this date.

History / Background:

The petitioner met with staff in Pre-Application to discuss the redevelopment of a contributing historic site in the Downtown Historic District. The applicant proposes renovating the existing warehouse and shop to accommodate a variety of interior small gaming amenities such as billiards and ping-pong as well as install a bar for beer and light wine sales. He states that he may install a volleyball court in the rear building, which is not a fully enclosed structure. Additionally, he has proposed adding two regulation outdoor beach volleyball courts, as well as other outdoor game and picnic areas. While there are no immediate plans for a restaurant on the site, there will be a parking area for a visiting food truck and a potential restaurant addition in a later phase of the development.

Because the use is being reviewed by staff as an "Amusement Facility," the conditions for use in LDC 5.4.5 must be met. Staff determined that the proposed establishment of regulation outdoor beach volleyball courts was required to comply with LDC Sec. 5.4.5.2 as it is a permanently established outdoor amusement facility abutting a residential district. The applicant is requesting a variance from the outer edge of the volleyball court area.

The applicant is also seeking a rezone of the property from B-5 to B-4 zoning and also appealing the Director's decision to review the use as an "amusement facility."

The applicant has provided schematics for the proposed volleyball court. The applicant states that the lighting would be compliant with lighting regulations set forth in LDC Sec. 7.7. The proposed light towers in the schematics are a minimum of 40' and a maximum of 60' in height, which would be permitted if the B-4 zoning change is approved. If the zoning change is not approved, the overall light pole height will be limited to 25' unless a variance is requested and approved. See LDC 7.7.5.1 for reference.

The existing structures on the site are in the regulated 100-year flood zone and improvements will be required to be compliant with the adopted Flood Ordinance. All exterior site changes will require Historic Hattiesburg Conservation Commission approval.

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.

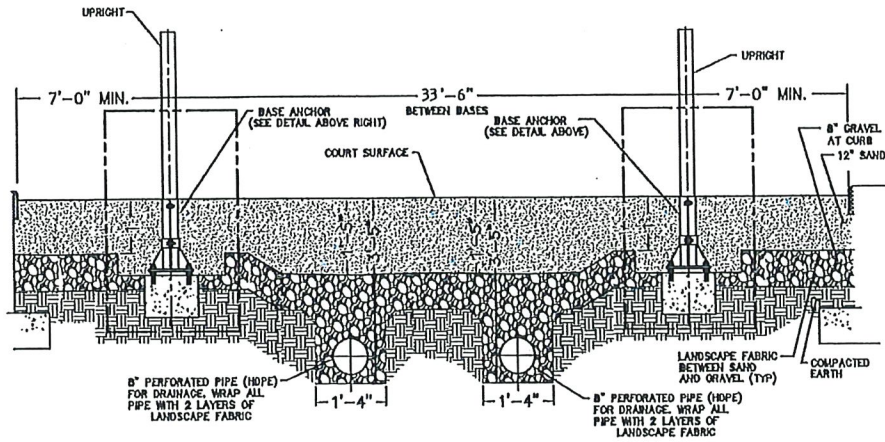
III. Literal Interpretation. The literal interpretation of the provisions of the regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district and would cause unnecessary and undue hardship on the applicant.

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.

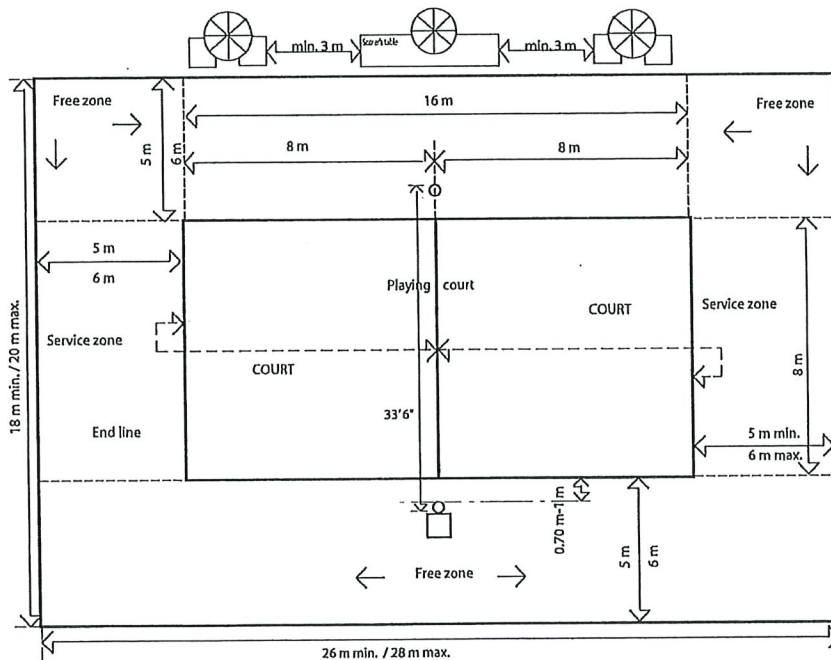
COURT CONSTRUCTION & ENVIRONMENT



High quality sand volleyball facilities engage an architect and maintenance group during planning and construction to avoid complications with drainage, safety and anchoring of net system. Layout, design and cost of court may be affected by soil characteristics, drainage, type and depth of sand, etc.

- Excavation
- Drainage
- Court Layout –
space between courts & obstructions near free zone
- Spectator Seating
- Scoreboard
- Rinse Area
- Site Lighting

COURT DIAGRAM & DIMENSIONS

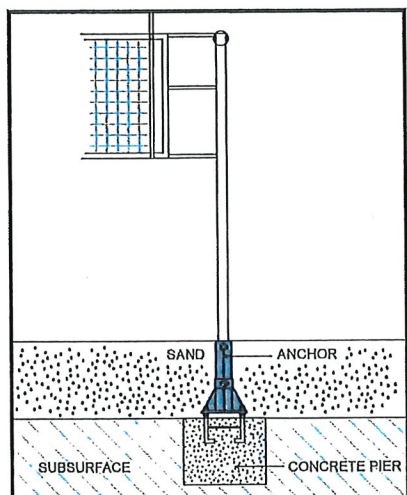


- NCAA court: 8x16 meters (26.25 x 52.49 ft.) for competitive doubles court
- Free zone: 5-6 meters\ (16.41-19.69 ft.) on each side of court
- Vertical free space: 12.5 meters (41.01 ft.) free from obstruction
- Depth of sand: recommend 18 in. on court and 12 in. minimum in free space

SPORTS IMPORTS SAND NET SYSTEM

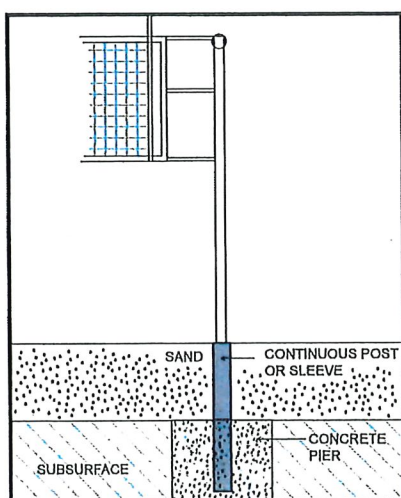
- **(2) SV15** ***Sand Volleyball Uprights – (Pin-Stop)***
- **(1) HDNR** ***Heavy Duty Net Ratchet***
- **(2) SVP1** ***Sand Volleyball Upright Safety Pads***
- **(1) SVN** ***Sand Volleyball Net***
- **(1) NA2** ***Net Antennae (Set)***

- **(1) SV99** *Sand Volleyball Official Stand*
- **(1) SVOP** *Sand Volleyball Official Stand Padding*
- **(1) CBM1** *Sand Court Boundary Lines – CBM1*
- **(2) SVA** *Sand Anchor System*

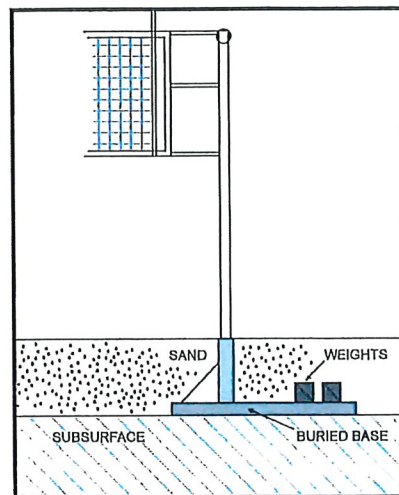


Sand Anchor System –
Installation with a cement pier

ANCHORING SYSTEMS



Permanent Sand Net System –
anchored in a concrete pier



Removable Sand Net System –
anchored in a buried sled

SAND INFORMATION

- **Washed:** double washed and free of silt and clay
- **Particle size:** .5-1mm for proper drainage and safety
- **Particle shape:** sub angular to resist compaction and help with drainage
- **Color:** white resists heat
- **Source:** granite based (no calcium or limestone) remains stable in all weather
- **Tilling:** recommend routine tilling for ideal playing conditions

USAV Sand Specifications

USAV ProCourt Sand Chart

USAV Recommendations for SAND Specifications									
Material Sizes (% retained)	Grade	Gravel	V. Course	Course	Medium	Fine	V. Fine	Pan (Clay+Silt) <0.05	
	Millimeter	2.0mm #10	1.0mm #18	.5mm #35	.25mm #60	.15mm #100	.05mm #270		
USAV Standards	Screen								
	Benchmark	0	5.1	46	41.8	3.9	2.4		0.7
	USAV CI*	50%	50%	10%	10%	15%	30%		25%
%Recommended	Acc Var**	0	2.6-7.7	41.4-50.6	37.6-45.9	3.3-4.5	1.7-3.1		0.5-0.9
		<2%	<15%	Combined 78% to 100%			<5%		<3%
Penetrometer Value (kg/cm2)		Crusting	Crusting	Color (dry)	Infiltration Rate (In/Hr)		Sphericity/Angularity		
Acceptable: 1.8 to 2.4; Superior > 24		Light to None		Personal Preference	>20 inches/hour		Angular to Subangular		

*USAV Confidence Interval
**Acceptable Variance

Court Layout

Outdoor courts are built North/South

- Minimizes the interference of sun on players and broadcasting
- Net line runs East/West

TV camera shoots facing East

- Avoids facing sun during primetime broadcasting
- Reduces shadows

Court Layout

USAV Lighting Specs – Televised and Non-Televised

Light Measurement	Minimum Non Televised	Minimum Televised
LUX per square yard	807	1076
Foot Candles per square yard	75	100
Bulb Temperature	5200 degrees Kelvin	5500 degrees Kelvin

Light Towers

- A minimum of 40 feet in height and a maximum of 60 feet in height
- Setup at approximately 45 degree angle to court
- Towers are to be placed evenly around the court to maintain a consistent illumination of the area

Court Layout

Slope

- Outdoor park land and parking lots are built to drain (most parking lots are up to 7%)
- Court should run parallel to slope to minimize cost (Figure B)

Figure A

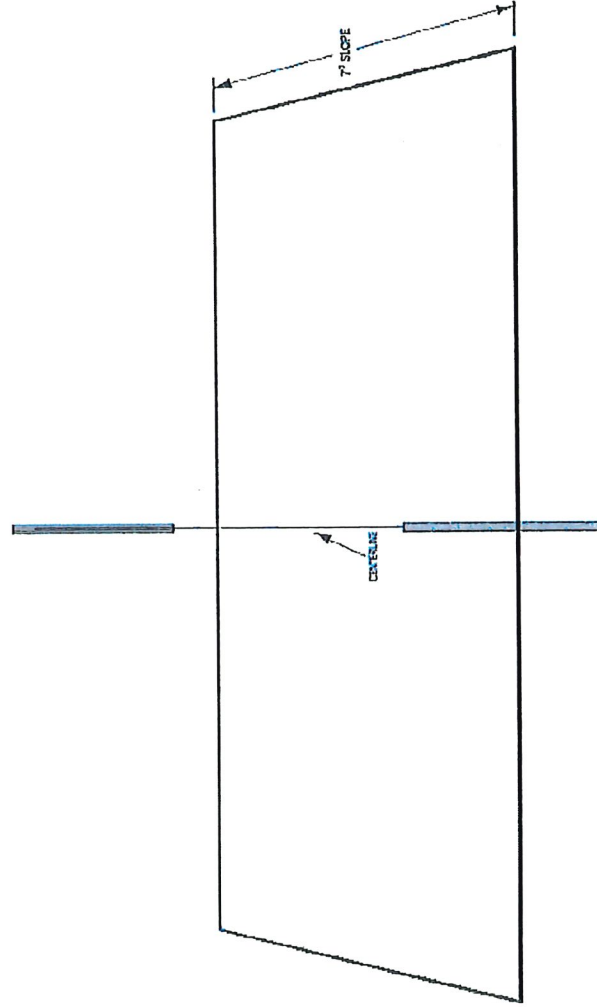
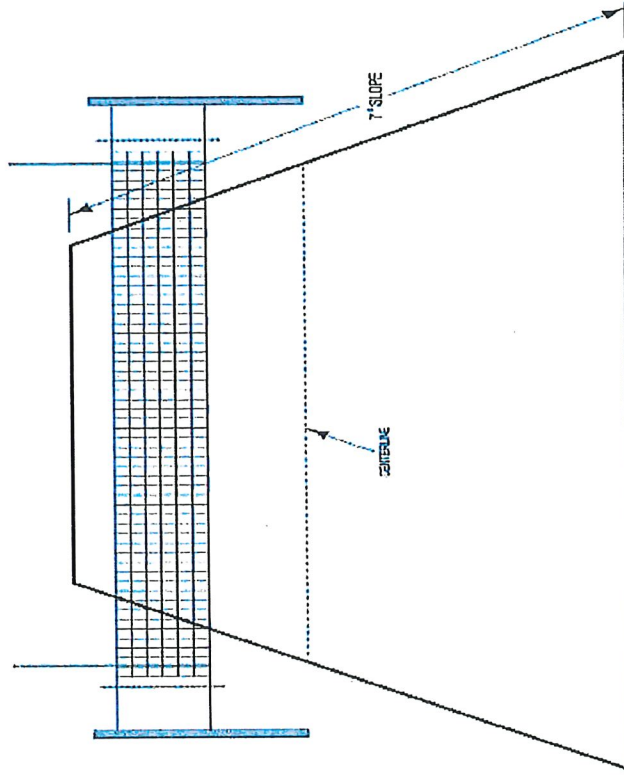
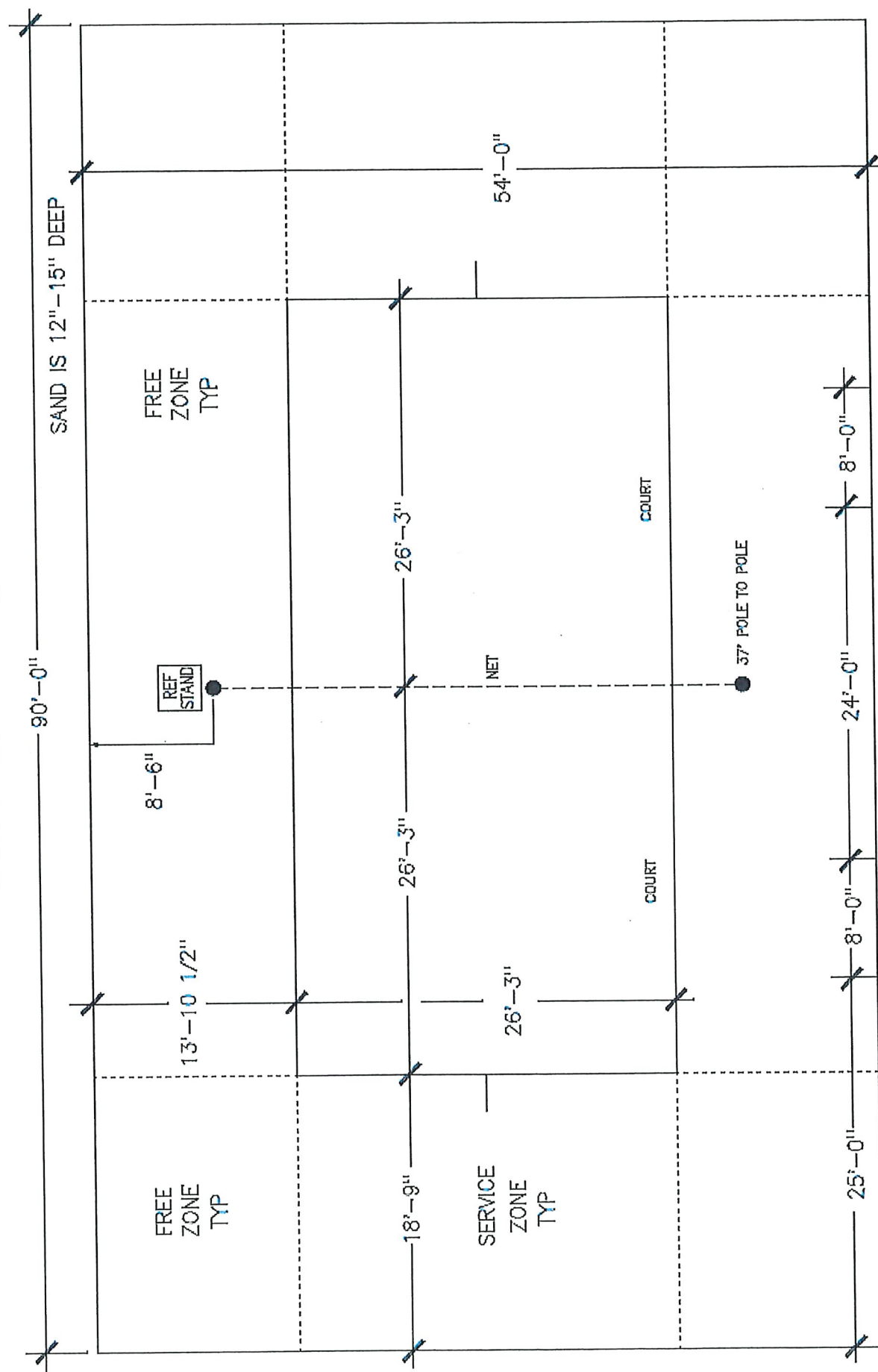


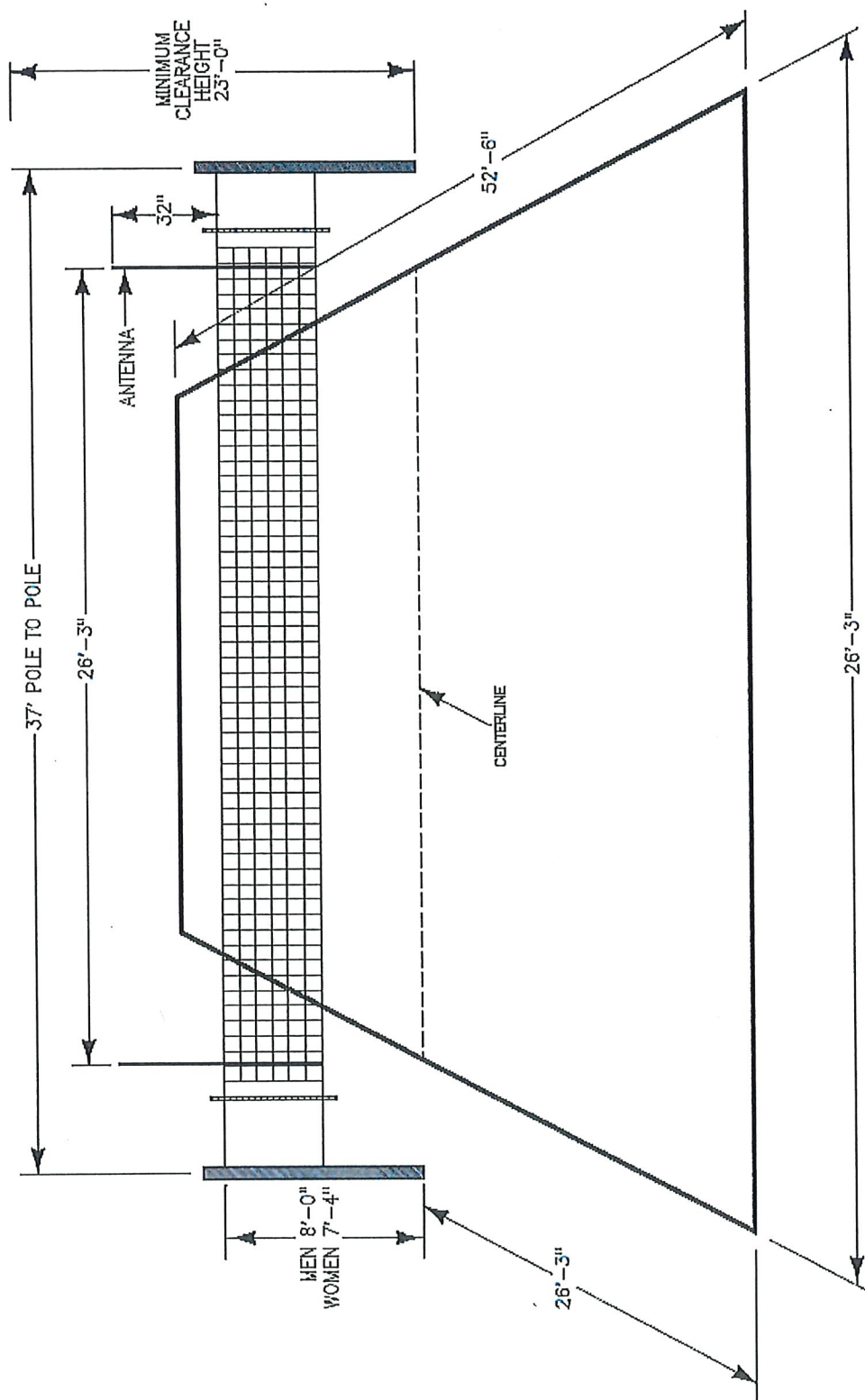
Figure B



USAV Court Dimensions



USAV Court Dimensions



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.

See back pg

Variance Information

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

The concept for the development revolves around Beach Volleyball and the great social vibe and atmosphere it delivers for customers/guests. Proper lighting is required for meeting hosting any multi-day day-long tournaments which will bring people and revenue downtown.

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

As long as Planning requires labels my business as an "amusement facility" as opposed to an "Assembly not otherwise specified" or even a "club or bar", then yes this is the only way to achieve the intended development for this land.

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.

While the property abuts the Housing Authority on two sides, with the buffer (landscape) and siting of the closest volleyball court, any commotion will be at least approximately 150 ft away from a Residential Structure. All city lighting and noise ordinances will be followed.

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.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ginger Lowrey, Planning Administrator

cc: Andrew Ellard, Director

Date: Tuesday, August 17, 2021

Re: Approve or Deny a petition filed by Patricia Longino--Mitchell, Owner, to request a Conditional Use as "Dwelling, single family detached" in B-2 (Neighborhood Business) District as defined by the LDC for a certain property located at 1512 McInnis Avenue (Parcel 2-030M-11-013.00, PPIN 26743, Ward 2). Request is contingent upon rezone of property to B-2 zone. The Planning Commission recommended to Approve on August 4, 2021.
File Number: 2021-1028
Minute Book #

Summary

1512 McInnis Avenue – Conditional Use - "Dwelling, single family detached"

Recommendation Statement

Please place this on the August 17, 2021 City Council meeting for consideration.

SUBJECT PARCEL: 1512 McInnis Avenue

Patricia Longino-Mitchell, Owner

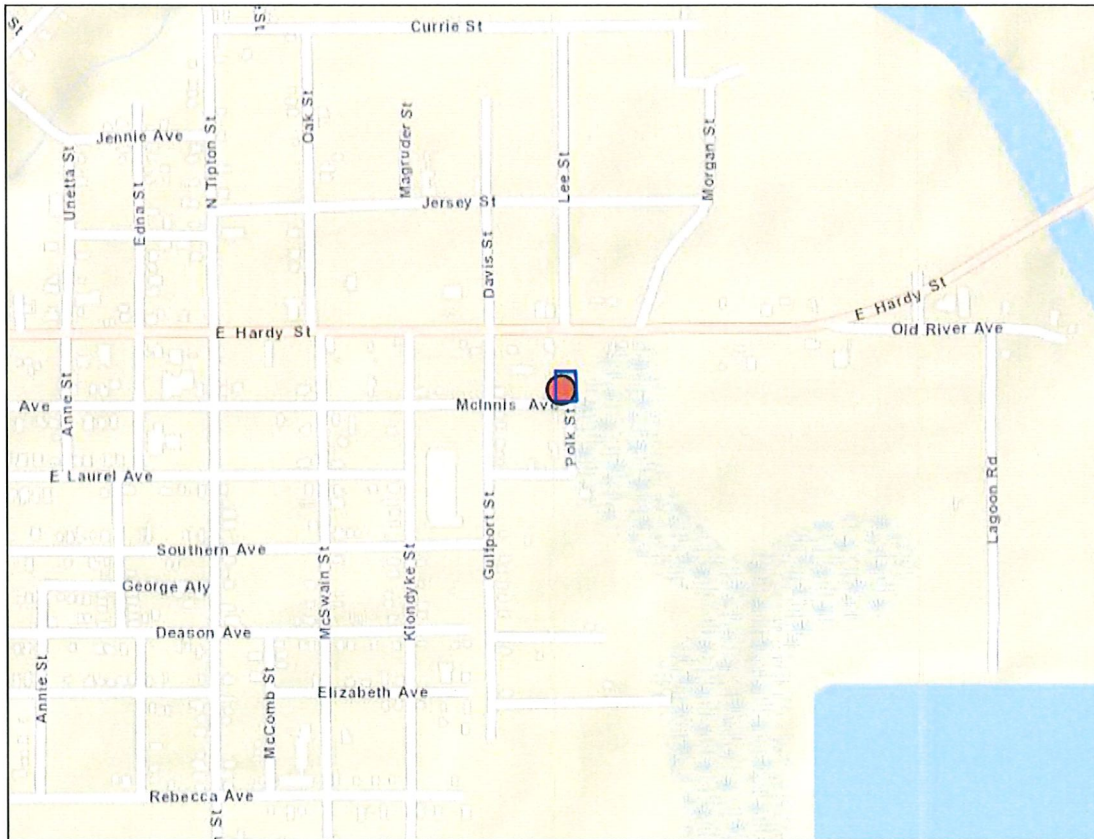
The petitioners request:

Item A: To change the zoning classification for a certain property located at 1512 McInnis Avenue (Parcel 2-030M-11-013.00, PPIN 26743, Ward 2) from Section 4.5.10, B-3 (Community Business) District to Section 4.5.9, B-2 (Neighborhood Business) District.

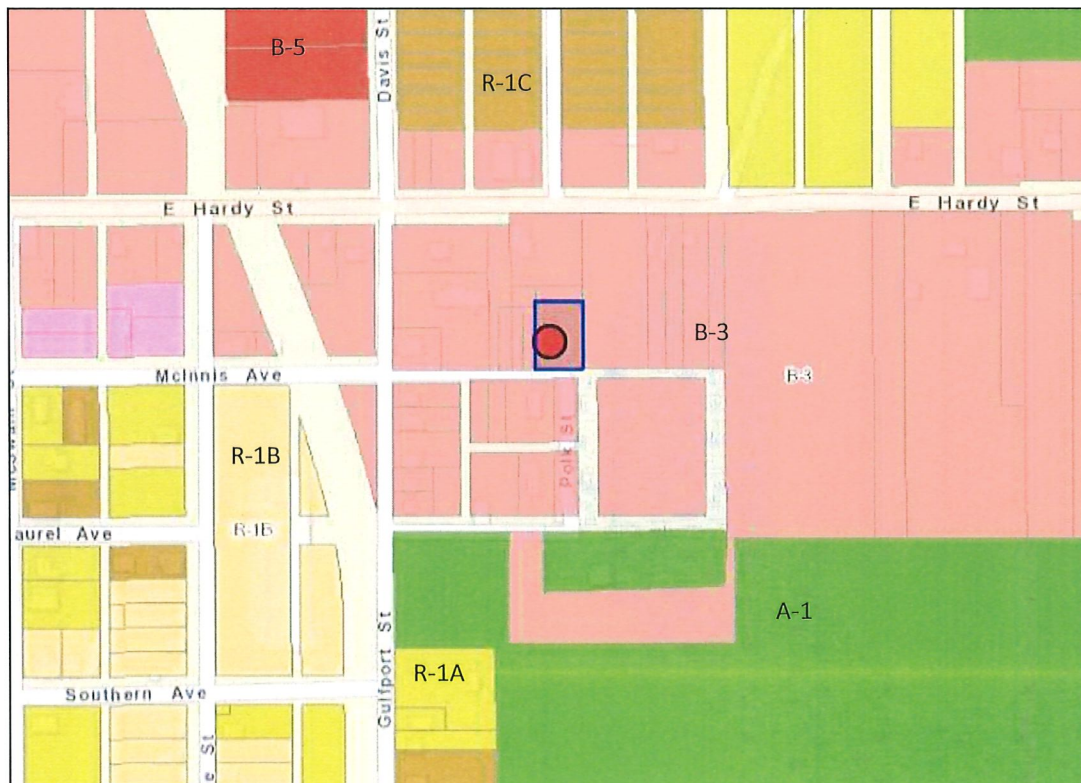
Item B: To request a Conditional Use as "Dwelling, single family detached" in B-2 (Neighborhood Business) District as defined by the LDC for a certain property located at 1512 McInnis Avenue (Parcel 2-030M-11-013.00, PPIN 26743, Ward 2). Request is contingent upon rezone of property to B-2 zone.



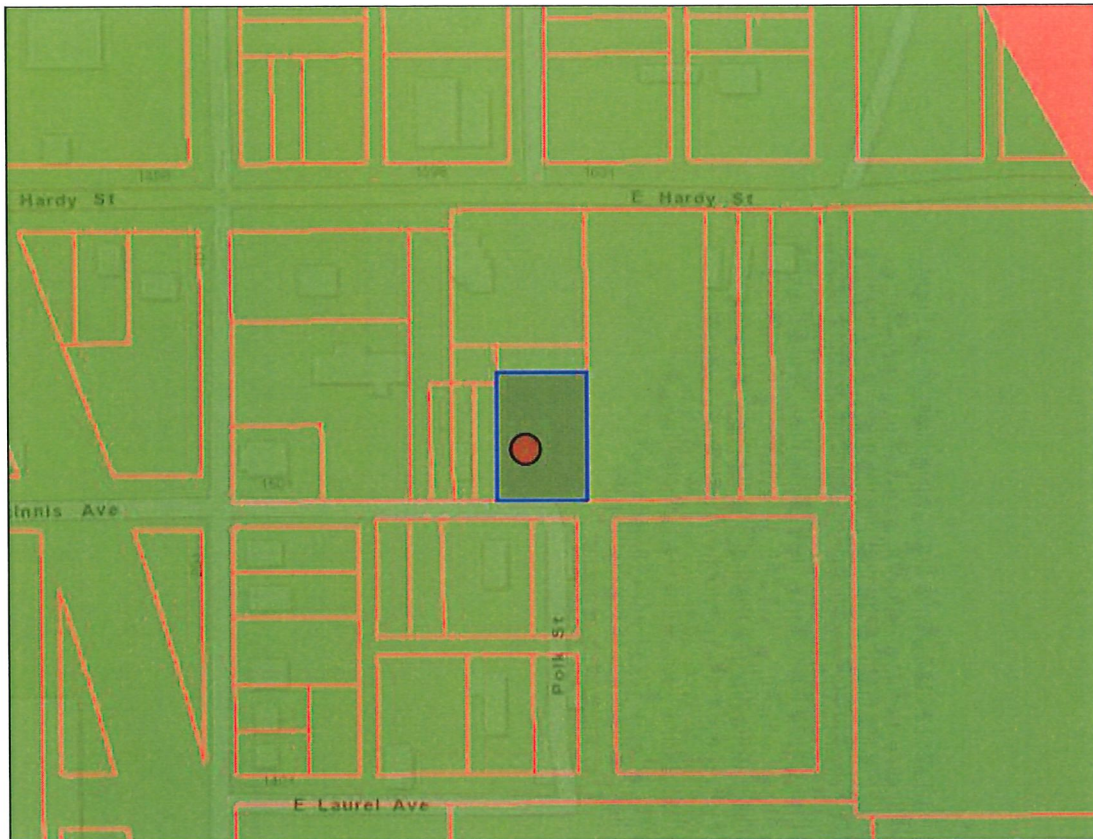
Vicinity Map—Ward 2



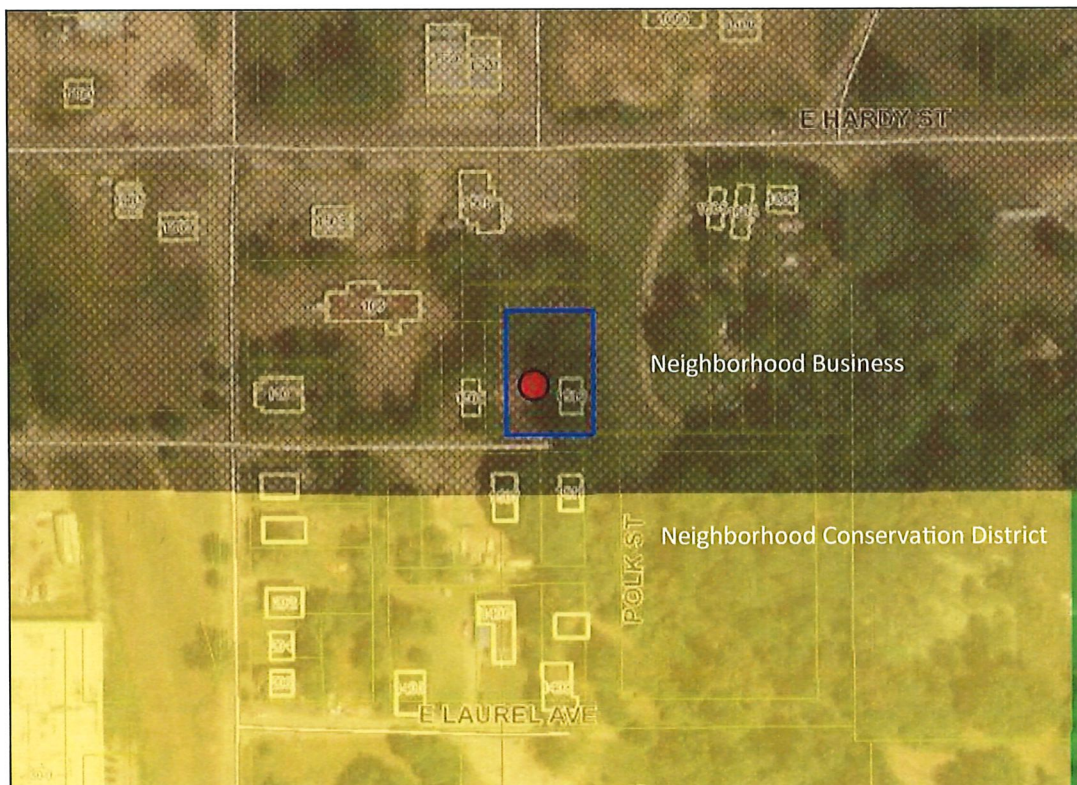
Zoning—B-3



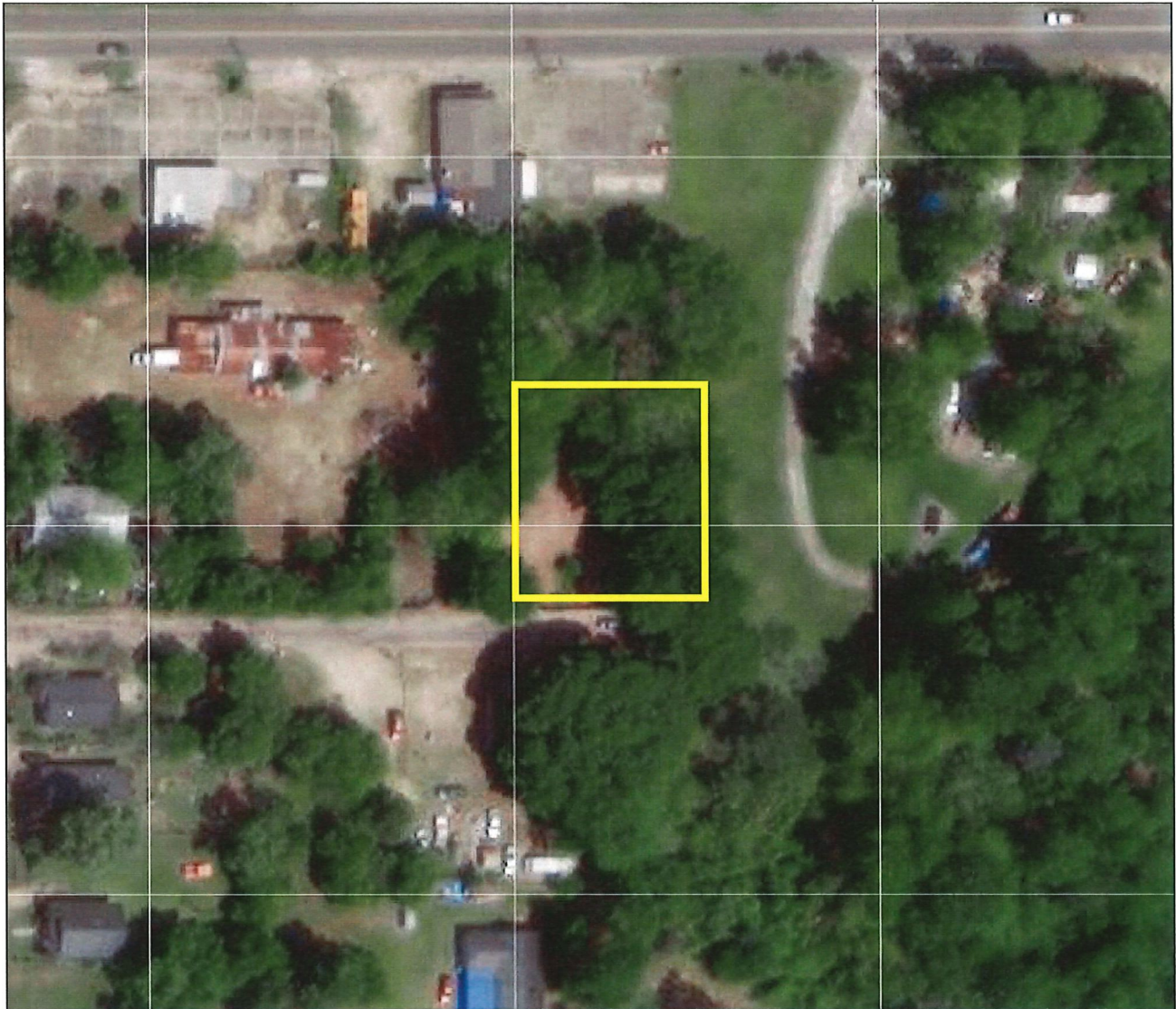
Flood Zone– AE/100-Year



Future Land Use– Neighborhood Business



Site Aerial



SURROUNDING AREA

Northern Direction: B-3 (Community Business) District/ Vacant



Southern Direction: B-3 (Community Business) District/ Dwelling



**Eastern Direction: B-3 (Community Business) District/ Vacant but part of a residential use further to the east;
Storage of junk vehicles**

Western Direction: B-3 (Community Business) District/ Undeveloped





**Planning Commission
Case Fact Sheet**

Name of Petitioners: Patricia Longino-Mitchell, Owner

Address of Property: 1512 McInnis Ave **Tax Parcel:** 2-030M-11-013.00 **PPIN:** 26743 **Ward:** 2

Requests: **Zoning Change from B-3 to B-2 (Item A)**
Conditional Use for Single Family Detached Dwelling in B-2 (Item B; Contingent on Approval of Item A)

Purpose of Request: To consider an application to change the zoning classification for a certain property located at 1512 McInnis Avenue (Parcel 2-030M-11-013.00, PPIN 26743, Ward 2) from Section 4.5.10, B-3 (Community Business) District to Section 4.5.9, B-2 (Neighborhood Business) District.

To consider an application to request a Conditional Use as "Dwelling, single family detached" in B-2 (Neighborhood Business) District as defined by the LDC for a certain property located at 1512 McInnis Avenue (Parcel 2-030M-11-013.00, PPIN 26743, Ward 2). Request is contingent upon rezone of property to B-2 zone. *Request is contingent upon approval of rezone of the property (See Agenda Item A).*

Applicant Summary: See Attached

Applicable Regulations:

SECTION 4

Zoning Districts Established

4.5.10 B-3 Community Business District

The purpose of the B-3 District is to provide for retail, personal service, and offices in locations with convenient access to the community consistent with comprehensive planning policies. This district is consistent with the Community Business District in the Comprehensive Plan.

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.

[No adopted conditions in the LDC for "Dwelling, single family detached"]

Present Zoning:	This parcel is currently zoned B-3 (Community Business) District
Present Use:	Personal Storage
Future Land Use:	Neighborhood Business
Flood zone:	AE/100-year
Surrounding Zoning and Land Use:	North: B-3 (Community Business) District/ Vacant South: B-3 (Community Business) District/ Residential East: B-3 (Community Business) District/ Vacant but part of a residential use further to the east West: B-3 (Community Business) District/ Undeveloped
Most Nearly Bounded By (streets):	The parcel is most nearly bounded to the north by E Hardy Street, to the west by Gulfport Street, and to the south by McInnis Avenue. It is accessible by McInnis Avenue.
Letters or Concerns stated:	The Planning Division Office has not received any letters or other written communications relative to this case, as of July 23, 2021.
History / Background:	<u>Rezone from B-3 to B-2:</u> The petitioner met with Staff in Pre-Application to discuss the addition of a portable building on the site, initially as storage only and later to be converted as a single family dwelling. Staff informed the applicant that while use as storage is allowed by right, single-family residential is not a permitted use in B-3 zoning. Staff discussed options for developing as a single-family use, including single-family dwellings as a conditional uses in B-2. The Pre-Application meeting was also attended by several of the applicant's neighbors living on McInnis Avenue, and Staff discussed the possibility of the group submitting a single application to rezone multiple parcels rather than a single parcel to B-2.

The nearest recent rezone in the vicinity was 119 Oak Street, on the north side of E Hardy Street, which was rezoned R-1A to B-3 in July 2020 and granted a conditional use for a warehouse.

The City has approved the Hall Avenue & E. Hardy Street Overpass Project. This project extends from the intersection of W Pine Street and 6th Avenue to the intersection of E Hardy and Gulfport Streets. There is a proposed red light to be added at the intersection of E Hardy and Gulfport Streets (see Vicinity Map for reference) and sidewalk improvements spanning the length of the project.

Forrest County has also approved the new East Hardy Street Bridge Project. Roadway improvements for the bridge project are proposed to begin just east of Lee Street. The new bridge will cross the river south of the existing bridge.

Single Family Dwelling Conditional Use:

Petitioner proposes the use of a single family residence on the site, pending approval of a rezone to a B-2 zoning. The applicant has purchased a portable building that is currently being used for approved storage purposes only. The portable building must come into compliance with ICC standards and be deemed safe for human habitation prior to being issued a certificate of occupancy for use as a house. The applicant understands that there may be substantial modifications required to bring the portable building into compliance with the International Building Code to deem it fit for human habitation. She stated she has already spoken to a contractor who explained several of the modifications required.

Option: Basis for approval (Zoning Change):

- 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

Basis for approval (Conditional Use):

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

- i. Determination that adequate public facilities and services will be available concurrent with the impacts of the development as evidenced by letters of sufficiency from utilities and schools and a determination by the city

engineer that the available capacity of existing streets can safely provide access to the site.

ii. The proposed development will be compatible with surrounding uses and will protect adjacent properties through the following measures:

- Protection of privacy. The proposed plan shall provide reasonable visual and auditory privacy for all dwelling units located within and adjacent to the site. Fences, walls, barriers and / or vegetation shall be arranged to protect and enhance the property and to enhance the privacy of on-site and neighboring occupants.
- Protection of use and enjoyment. The proposed plan shall be designed and arranged to have minimal negative impact on the use and enjoyment of adjoining property.
- Compatible design and integration. The use meets all design criteria required by this Code that apply and is designed to integrate well both on and off site.

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.)

There will be more traffic in this area which will increase the value of the neighborhood. The descendants that grew up in this area would be more interested in returning and building homes. The current residents would make improvements on their properties such as upkeep and maintenance.

Conditional Use (2 pages)

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

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

Yes currently the building on the property is being used as a storage building

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

Currently there are no utilities connected to the building but after the Rezoning the building will be a single family home with average use of utilities.

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

This site is in a residential area. This size of the building on the site is appropriate for a new home.

4. Will there be any additional pedestrian or vehicular traffic generated by the proposed use? No
If yes, please explain:

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

If yes, please explain:

6. What is the expected number of customers/employees per day? 1072

7. Parking Requirements:

Commercial/Industrial: No Paved parking will be provided for 1072 vehicles, and
_____ ADA vehicle(s); with _____ loading spaces.

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

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
August 4, 2021**

The Hattiesburg Planning Commission did meet in a regular session on August 4, 2021, at 1:05 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 give Commissioners, petitioners, and the public the option to participate remotely. A quorum was indicated and the attendance was as follows:

Commissioners Present: Dick Conville (via GoToMeeting)
Charles Dawe (via GoToMeeting)
Michael Dickerson (via GoToMeeting)
Jeff Keyseear (via GoToMeeting)
Elayne Lockett
Mark Miller, Chair
Rebekah Ray (via GoToMeeting)
Kenneth Waites

Commissioners Absent: Richardo Bryant
Amy Hinton, Vice-Chair
Rhoda A. Pickett

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

AGENDA REVIEW

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

Commissioners voting aye: Dick Conville (via GoToMeeting)
Charles Dawe (via GoToMeeting)
Michael Dickerson (via GoToMeeting)
Jeff Keyseear (via GoToMeeting)
Mark Miller, Chair
Rebekah Ray (via GoToMeeting)
Kenneth Waites

Commissioners voting nay: None
Commissioners absent for vote: Elayne Lockett

MINUTES REVIEW

There came the matter of the June 2, 2021 minutes. Commissioner Ray emailed staff clerical corrections to the minutes prior to the meeting. A motion was made by Commissioner Ray made a motion to approve the June 2 minutes, with the corrections. Commissioner Waites seconded the motion.

Dick Conville (via GoToMeeting)

Charles Dawe (via GoToMeeting)
Michael Dickerson (via GoToMeeting)
Jeff Keysear (via GoToMeeting)
Mark Miller, Chair
Rebekah Ray (via GoToMeeting)
Kenneth Waites

Commissioners voting nay: None
Commissioners absent for vote: Elayne Lockett

REPORTS

BUILDING REPORT

Steve Mitchell, Building Official, provided the Building Permit Report for July 2021. 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 June 22, 2021, City Council approved the conditional use for a bar/club at 340 N 25th Ave with added stipulations (HPC Approval Upheld), approved the text amendment to the Land Development Code pertaining to food truck parks (HPC Approval Upheld), approved the text amendment to the Land Development Code pertaining to gravel outdoor storage surfaces, (HPC Approval Upheld), approved the conditional use for “machinery/tools limited sales and service” at 4219 Lincoln Rd. (HPC Approval Upheld), and approved the conditional use for a gravel surface outdoor equipment storage yard at 4219 Lincoln Rd. (HPC Approval Upheld).

CHAIR’S REPORT

There came the matter of the Chair’s Report by Chair Mark Miller. Chair Miller commended in person attendees on mask compliance and expressed gratitude to those who chose to attend virtually. He also highlighted the grand opening of the new Raising Cane’s, which came before the Commission with a zoning change request. He used the new restaurant as an example to show the impact of the Planning Commission’s impact.

INTRODUCTIONS

The Commissioners introduced themselves.

PUBLIC HEARING – PLANNING COMMISSION

There came the matter of Item A (Zoning Change), to consider a request filed by Patricia Longino-Mitchell, Owner, as required in the Land Development Code, Ord. No. 3209, to change the zoning classification for a certain property located at 1512 McInnis Avenue (Parcel 2-030M-11-013.00, PPIN 26743, Ward 2) from Section 4.5.10, B-3 (Community Business) 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>	Fenessa Halsell	1511 McInnis Ave	Hattiesburg, MS
<u>Proponents:</u>	Larry Williams	1507 McInnis Ave	Hattiesburg, MS
	Patricia Mitchell	1512 McInnis Ave	Hattiesburg, MS
<u>Opponents:</u>	None		

Staff presented the item. Chair Miller and Commission Conville discussed that on its face, the proposal seemed like spot zoning. Chair Miller suggested that perhaps the issue with the

improper B-3 zoning on the street could be something studied on larger scale and corrected through a means such as the upcoming overlay project. Jim Gladden, Esq., stated that the Planning Commission has the ability to initiate projects if the Planning Commission believes that there is a problem with zoning in the area. The Commission can initiate a study and make recommendations based that information before the City Council.

Fenessa Halsell presented the request. She stated that the area has always been residential and does not understand why it was ever zoned to B-3. She stated that while E Hardy was clearly commercial, McInnis is clearly not and needed to be zoned for a residential use. Larry Williams spoke in favor of the application. He stated that he had been in the area since the 1970s and stated that the street had always been residential and that the City had incorrectly applied business zoning to the area without informing the residents of McInnis Avenue. He stated that the property needed to be restored to zoning that allowed for residential use. Patricia Longino-Mitchell spoke in favor of the application. She stated that she had moved back from Tulsa to McInnis Avenue and wished to establish her home on the lot. She stated that the neighborhood is improperly zoned and should be considered for rezoning since it is a quiet residential street and home to a tight-knit community that cannot expand due to zoning restrictions. She stated she wanted to improve and beautify the area with her home.

Chair Miller declared the Public Hearing closed and the Business Meeting open for voting on the request (Item A). Commissioner Waites inquired about the Commission requesting a zoning study for the area and how it would impact the Item. Staff suggested that Item A be voted on and if the Commission wanted to initiate a zoning study, then it needed to be handled as a separate item of business. Commissioner Keysear made a motion to approve the request (Item A) based the criteria that the character of the neighborhood has changed substantially so that rezoning is clearly justified and there is a public need for the rezoning. Commissioner Dawe seconded the motion. Mrs. Lowrey conducted a roll-call vote. Commissioners attending in person submitted physical voting sheets as well.

Commissioners voting aye: Dick Conville (via GoToMeeting)
Charles Dawe (via GoToMeeting)
Michael Dickerson (via GoToMeeting)
Jeff Keysear (via GoToMeeting)
Elayne Lockett
Mark Miller, Chair
Rebekah Ray (via GoToMeeting)
Kenneth Waites

Commissioners voting nay: None

There came the matter of Item B (Conditional Use), to consider petition has been filed by Patricia Longino-Mitchell, Owner, as required in the Land Development Code, Ord. No. 3209, to request a Conditional Use as “Dwelling, single-family, detached” in B-2 (Neighborhood Business) District as defined by the LDC for a certain property located at 1512 McInnis Avenue (Parcel 2-030M-11-013.00, PPIN 26743, Ward 2). Request is contingent upon rezone of property to B-2 zone.

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

Opponents: None

Chair Miller declared the Public Hearing closed and the Business Meeting open for voting on the request (Item B). Commissioner Conville made a motion to approve the item based on Approval Criteria I. and II. Commissioner Waites seconded the motion. Commissioners attending in person submitted physical voting sheets.

Commissioners voting aye: Dick Conville (via GoToMeeting)
Charles Dawe (via GoToMeeting)
Michael Dickerson (via GoToMeeting)
Jeff Keyseear (via GoToMeeting)
Elayne Lockett
Mark Miller, Chair
Rebekah Ray (via GoToMeeting)
Kenneth Waites

Commissioners voting nay: None

There came the matter of Item C (Conditional Use), to consider a request that has been filed by Robert Green, Owner, as required in the Land Development Code, Ord. No. 3209, to request a Conditional Use as “Club and Bar” in B-2 (Neighborhood Business) District as defined by the LDC for a certain property located at 915 Dabbs Street (Parcel 2-038B-15-228.00, PPIN 13838, Ward 2).

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Robert Green	613 Charles	Hattiesburg, MS
<u>Proponents:</u>	Pansy Cephus	310 Willis Ave	Hattiesburg, MS
	Arthur Siggurs	1313 Country Club	Hattiesburg, MS
	Annie Green	613 Charles	Hattiesburg, MS
<u>Opponents:</u>	None		

Robert Green presented the application. He provided the Commission with an abbreviated history of Dabbs Street and stated that the cigar bar was first of several proposed projects geared at revitalizing the district. With the cigar bar, he stated he was proposing a parking lot behind the building to accommodating parking for the business, and there is no possibility for on-site parking. Pansy Cephus spoke in favor of the application; Ms. Cephus stated she represented the Katie-John-Dabbs Neighborhood Association and the Association supported Mr. Green’s proposal. Arthur Siggurs spoke in favor of Mr. Green’s application. Pastor Siggurs stated that he wished to see the area revitalized and lamented the decline of the Dabbs Street community from the thriving neighborhood business hub that it once was. He stated he would like to see it return to its former state and that this was a starting point. Annie Green spoke in favor of the application. She stated that she and her husband, Mr. Green, wanted to create a space for the community and wanted to build the community up. She stated that they are invested in the community and that the cigar bar is one of several proposed projects that they hope to undertake to improve Dabbs Street to make it a place people want to come and visit and reminisce about old times and create new memories.

Chair Miller declared the Public Hearing closed and the Business Meeting open for voting on the request (Item B). Commissioner Waites made a motion to approve the item based on Approval Criteria II. Commissioner Lockett seconded the motion. Commissioners attending in person submitted physical voting sheets

Commissioners voting aye: Dick Conville (via GoToMeeting)
Charles Dawe (via GoToMeeting)
Michael Dickerson (via GoToMeeting)
Jeff Keyseear (via GoToMeeting)
Elayne Lockett
Mark Miller, Chair
Kenneth Waites

Commissioners voting nay: None

Commissioners abstaining from vote: Rebekah Ray (via GoToMeeting)

There came the matter of Item D (Zoning Change), to consider a request that has been filed by Louis Gagnet, Owner, as required in the Land Development Code, Ord. No. 3209, to change the zoning classification for a certain property located at 309 Mobile Street (Parcel 2-029J-10-004.00, PPIN 15665, Ward 2) from Section 4.5.12, B-5 (Regional Business) District to Section 4.5.11, B-4 (Downtown Business) District.

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Louis Gagnet	309 Mobile Street	Hattiesburg, MS
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Louis Gagnet presented the application. He stated that the rezoning was necessary for his business proposal of a volleyball-themed sports bar, and there had been a number of rezones in the vicinity, with SoPro being the closest rezone to B-4.

Chair Miller declared the Public Hearing closed and the Business Meeting open for voting on the request (Item D). Commissioner Dickerson made a motion to approve the request (Item A) based the criteria that the character of the neighborhood has changed substantially so that rezoning is clearly justified and there is a public need for the rezoning. Commissioner Dawe seconded the motion. Mrs. Lowrey conducted a roll-call vote. Commissioners attending in person submitted physical voting sheets as well

Commissioners voting aye: Dick Conville (via GoToMeeting)
Charles Dawe (via GoToMeeting)
Michael Dickerson (via GoToMeeting)
Jeff Keyseear (via GoToMeeting)
Elayne Lockett
Mark Miller, Chair
Kenneth Waites

Commissioners voting nay: None

Commissioners abstaining from vote: Rebekah Ray (via GoToMeeting)

BUSINESS MEETING

There came the matter of the Business Meeting. Chair Miller declared the Business Meeting open at 3:19 PM.

An appeal of the Director’s interpretation of the determination of a proposed use at 309 Mobile Street as an “amusement facility” by Louis Gagnet, Owner, was presented. Mr. Gagnet presented, stating that he proposed the permanent outdoor volleyball courts be reviewed as a “place of assembly not otherwise listed.” He stated that the hours of operation under conditions for use for amusement facilities (8 am- 11 pm) could be detrimental to his business. Commissioner Conville asked what Southern Prohibition’s hours of operation were. Commissioner Ray looked up the hours of operation and determined them to be 3 pm to 10 pm based on listed business hours

on social media. Commissioner Keysear stated his concerns about hours of operations for amusement facilities and how they may limit the proposed volleyball sports bar. Commissioner Conville noted that if the Commission reviewed the proposed development as a place of assembly then it would be a use by right in the existing zoning, then City would have no purview over the proposed development and no variance/buffer for encroachment on residential would be required. Commissioner Conville made a motion to uphold the Director’s interpretations, and Commissioner Lockett seconded the motion.

Commissioners voting aye: Dick Conville (via GoToMeeting)
Mark Miller, Chair

Commissioners voting nay: Jeff Keysear (via GoToMeeting)

Commissioners abstaining from vote: Michael Dickerson (via GoToMeeting)
Elayne Lockett
Kenneth Waites

Rebekah Ray (via GoToMeeting)

Commissioners absent from vote: Charles Dawe (via GoToMeeting)

Commissioner Waites noted on his vote sheet for the Business Item, “I think there are possible legal complications that need further study, including liabilities.”

In other business, Commissioner Waites proposed the planning study addressed in Item A. Commissioner Waites made a motion to request a planning study east of Gulfport Street and along McInnis Avenue and request that staff bring forth any relevant recommendations pertaining to that study to the Commission. Commissioner Lockett seconded the motion.

Commissioners voting aye: Dick Conville (via GoToMeeting)
Michael Dickerson (via GoToMeeting)
Jeff Keysear (via GoToMeeting)
Elayne Lockett
Mark Miller, Chair
Rebekah Ray (via GoToMeeting)
Kenneth Waites

Commissioners voting nay: None

Commissioners absent from vote: Charles Dawe (via GoToMeeting)

Having no further business, Commissioner Conville made a motion to adjourn the meeting. The motion was seconded by Commissioner Ray. The meeting was adjourned at 3:58 PM.

Mark Miller, Chair

Ginger M. 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, August 17, 2021

Re: Approve or Deny a petition filed by Robert Green, Owner, to request a Conditional Use as “Club and Bar” in B-2 (Neighborhood Business) District as defined by the LDC for a certain property located at 915 Dabbs Street (Parcel 2-038B-15-228.00, PPIN 13838, Ward 2). The Planning Commission recommended to Approve on August 4, 2021.
File Number: 2021-1029
Minute Book #

Summary

915 Dabbs Street – Conditional Use - “Club and Bar”

Recommendation Statement

Please place this on the August 17, 2021 City Council meeting for consideration.

SUBJECT PARCEL:

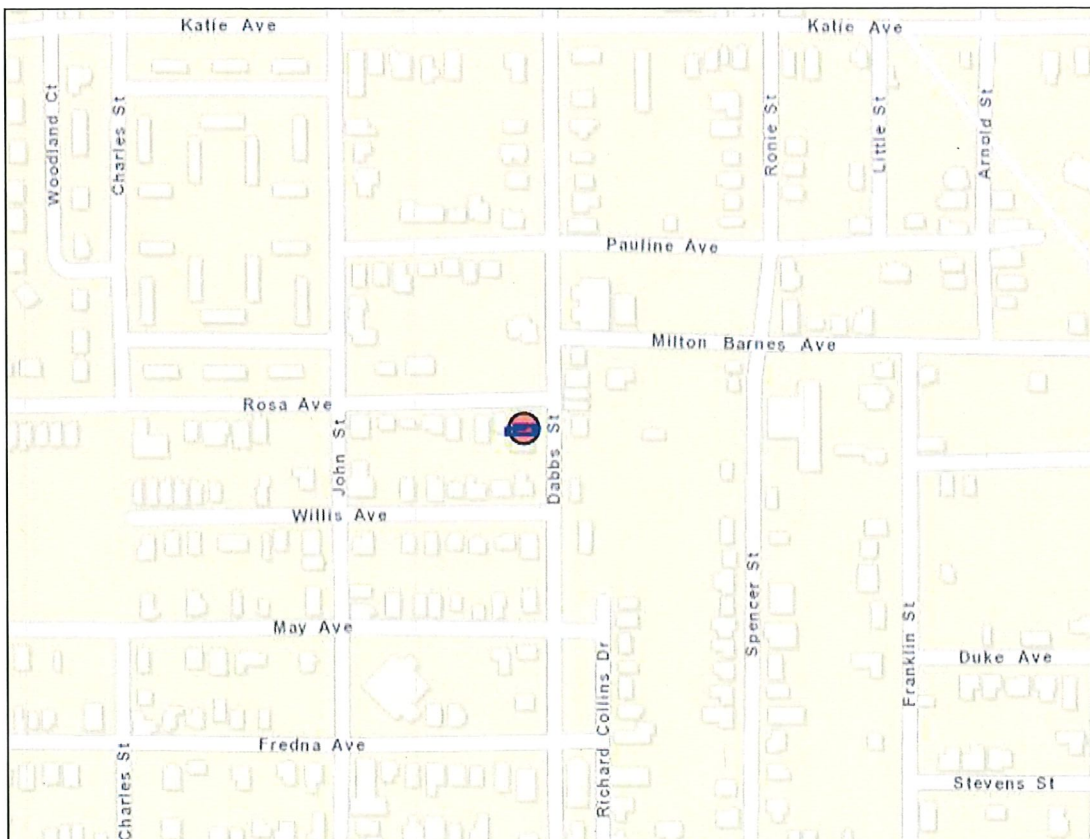
915 Dabbs Street

Robert Green, Owner

The petitioner requests a Conditional Use as a Club and Bar” in B-2 (Neighborhood Business) District as defined by the LDC for a certain property located at 915 Dabbs Street (Parcel 2-038B-15-228.00, PPIN 13838, Ward 2).



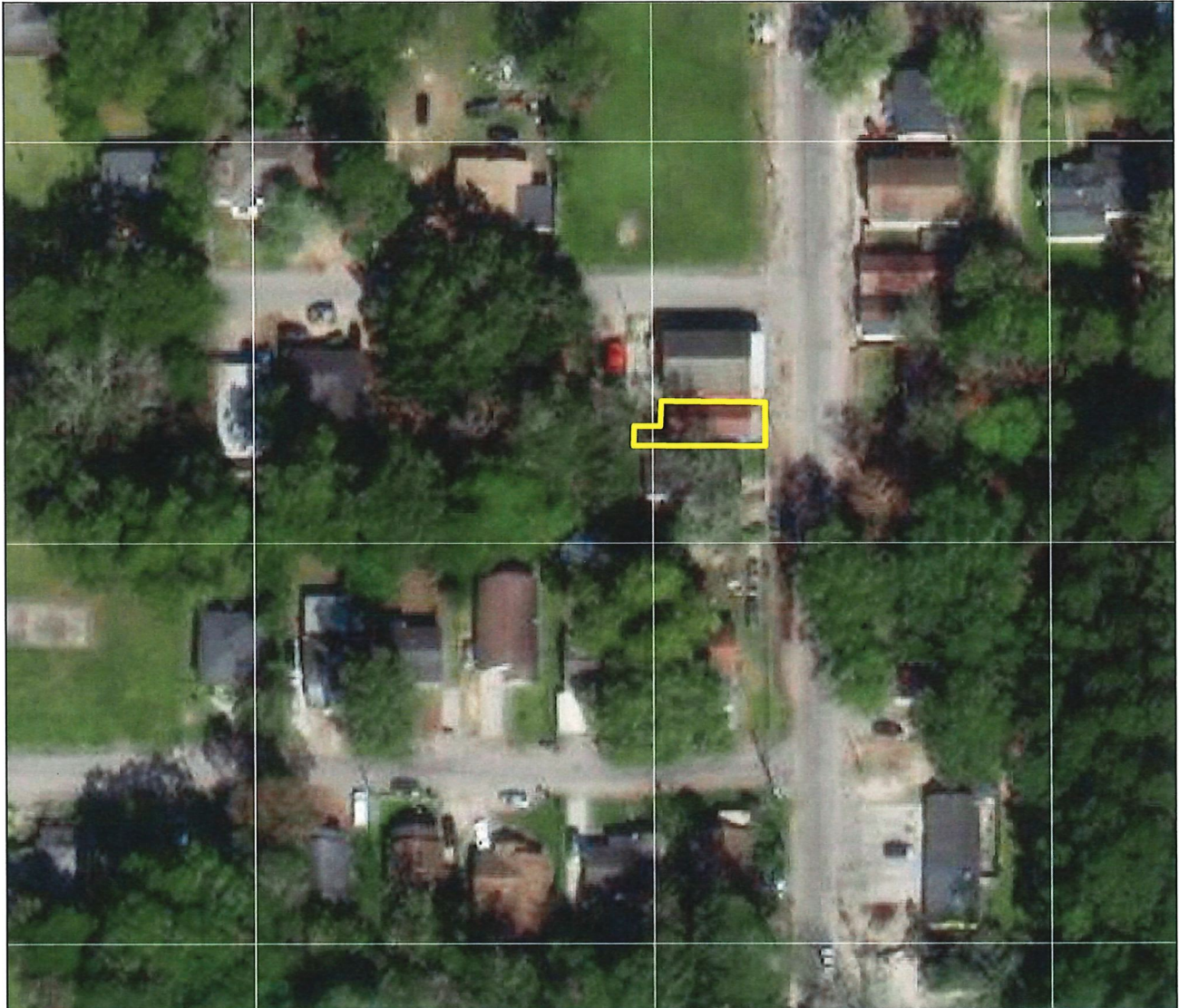
Vicinity Map—Ward 2



Zoning—B-2



Site Aerial



SURROUNDING AREA

**Northern Direction: B-2
(Neighborhood Business) District/
Commercial**



**Southern Direction: B-2
(Neighborhood Business) District/
Dwelling**



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



**Western Direction: B-2
(Neighborhood Business) District/
Undeveloped, proposed parking lot
pending variances**





**Planning Commission
Case Fact Sheet**

Name of Petitioners: Robert Green, Owner

Address of Property: 915 Dabbs Street **Tax Parcel:** 2-038B-15-228.00 **PPIN:** 13838 **Ward:** 2

Requests: **Conditional Use for Club/Bar in B-2**

Purpose of Request: To consider an application to request a Conditional Use as a Club and Bar" in B-2 (Neighborhood Business) District as defined by the LDC for a certain property located at 915 Dabbs Street (Parcel 2-038B-15-228.00, PPIN 13838, Ward 2).

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.

Present Zoning: This parcel is currently zoned B-2 (Community Business) District

Present Use: Vacant structure

Future Land Use: Neighborhood Center Mixed Use District

Surrounding Zoning and Land Use:
North: B-2 (Neighborhood Business) District/ Commercial
South: B-2 (Neighborhood Business) District/ Dwelling
East: B-2 (Neighborhood Business) District/ Dwelling

West: B-2 (Neighborhood Business) District/ Undeveloped,
proposed parking lot pending variances

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

The parcel is most nearly bounded to the north by Rosa Avenue, to the east by Dabbs Street, to the west by John Street, and to the south by Willis Avenue. It is accessible by Dabbs Street.

**Letters or
Concerns stated:**

The Planning Division Office has not received any letters or other written communications relative to this case, as of July 23, 2021.

History / Background:

The applicant met with staff in Pre-Application to discuss the establishment of a cigar bar in the existing vacant building on the site. Cigar bars are permitted in the City and are regulated under the Smoking Ordinance (Ord. No. 3265 and 3283).

Cigar bars are defined in Section 1(D) of the Smoking Ordinance as follows:

"Cigar Bar means a bar, as defined in this section, legally in operation, that generates forty (40) percent or more of its total annual gross income from the on-site sale of premium cigars and the rental of humidors, not including sales from vending machines. A Cigar Bar does not permit the smoking of cigarettes or vaping and shall not knowingly sell to or permit entrance to any person less than 21 years of age. A Cigar Bar shall only operate in a stand-alone building. A Cigar Bar shall be equipped with ventilation equipment that provides for 8-10 air changes per hour or one (1) smoke eater ventilation unit per 500 square foot. A Cigar Bar shall not permit consumption of alcoholic beverages on premises, including alcoholic beverages brought by customers, without the appropriate license from the Department of Revenue Alcohol Beverage Control permitting the sale of alcohol on the premise. A Cigar Bar shall not be permitted to hold a dance hall permit. A Cigar Bar shall close no later than 12:00am (Midnight)." Section 16 states "The City of Hattiesburg shall limit the number of permitted cigar bars to a total of four (4) until such time impacts can be evaluated."

Additionally, the use of "cigar bar" is reviewed under the use of "bar/club" in the Land Development Code, which requires a conditional use in a B-2 zone.

There is no on-site parking available, but the applicant is proposing the construction of a parking lot to the rear of the structure on an adjacent lot the applicant also owns. The applicant is concurrently requesting three variances for the proposed parking lot. (Variances are from Sec 7.5.2.2. for curb cut location, 7.10.10.1 for interior landscaping requirements, and 7.11-2 for landscaped zoning buffer requirements.) Occupancy will be limited to 15 due to the limited restroom facilities.

The Dabbs Street corridor from Pauline to Fredna Avenues future land use classification was reclassified from a Neighborhood Conservation District to Neighborhood Center Mixed Use District in September 2018. The subject property was denied a rezone request to B-3 at that time.

Option: Basis for approval (Conditional Use):

12.3.3.2 Additional Approval Criteria. In addition to the standards [5.4.15], the applicant for a request for the Planning Commission to approve a use shall be required to demonstrate that his/her proposal addresses the following additional requirements, except that the Planning Commission may waive any one or more criteria that it determines are not applicable based upon the expected impact of the proposal.

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

Additional Conditions 5.4.15 Clubs and Bars

5.4.15 Clubs and Bars.

5.4.15.1 Amplified music, loud speakers, and similar noise devices shall not be permitted outdoors. Noise emanating from the club shall not exceed ambient noise levels in the surrounding area at a distance of more than 100 feet from any point of the property containing the club.

5.4.15.2 Off-premises parking for bars in B3 is not permitted.

Conditional Use (2 pages)

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

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

The Property is in B-2 zoning - within that zoning it provide
For this conditional use.

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

It will provide a new experience in the community. It will
provide a meeting place for people, and introduce cigars
to the community

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

This will be a niche market in the community. There
for the size will create an environment to learn and
share cigar experiences.

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

The area is a high pedestrian area at the present. There
be very little vehicular traffic.

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

If yes, please explain:

6. What is the expected number of customers/employees per day? 20 to 25

7. Parking Requirements:

Commercial/Industrial: Paved parking will be provided for 9 vehicles, and
1 ADA vehicle(s); with _____ loading spaces.

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

Green Family Trust

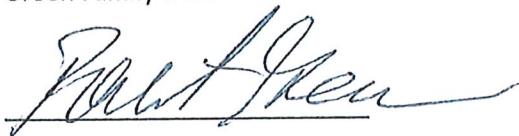
P.O. Box 1831

Hattiesburg, Ms. 39403

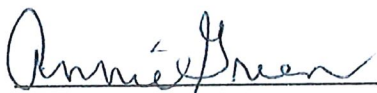
To whom it may concern:

This letter is to inform all interested parties that the Trust approves of the development at 915 Dabbs St. The project named The Tobacco Company will be located at this address. The adjacent properties addresses are 913 and 917 Dabbs St. We are the owners of the properties on both sides of the project.

Green Family trust

A handwritten signature in blue ink, appearing to read "Robert Green", written over a horizontal line.

Robert Green, Trustee

A handwritten signature in blue ink, appearing to read "Annie Green", written over a horizontal line.

Annie Green, Trustee

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
August 4, 2021**

The Hattiesburg Planning Commission did meet in a regular session on August 4, 2021, at 1:05 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 give Commissioners, petitioners, and the public the option to participate remotely. A quorum was indicated and the attendance was as follows:

Commissioners Present: Dick Conville (via GoToMeeting)
Charles Dawe (via GoToMeeting)
Michael Dickerson (via GoToMeeting)
Jeff Keyseear (via GoToMeeting)
Elayne Lockett
Mark Miller, Chair
Rebekah Ray (via GoToMeeting)
Kenneth Waites

Commissioners Absent: Richardo Bryant
Amy Hinton, Vice-Chair
Rhoda A. Pickett

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

AGENDA REVIEW

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

Commissioners voting aye: Dick Conville (via GoToMeeting)
Charles Dawe (via GoToMeeting)
Michael Dickerson (via GoToMeeting)
Jeff Keyseear (via GoToMeeting)
Mark Miller, Chair
Rebekah Ray (via GoToMeeting)
Kenneth Waites

Commissioners voting nay: None
Commissioners absent for vote: Elayne Lockett

MINUTES REVIEW

There came the matter of the June 2, 2021 minutes. Commissioner Ray emailed staff clerical corrections to the minutes prior to the meeting. A motion was made by Commissioner Ray made a motion to approve the June 2 minutes, with the corrections. Commissioner Waites seconded the motion.

Dick Conville (via GoToMeeting)

Charles Dawe (via GoToMeeting)
Michael Dickerson (via GoToMeeting)
Jeff Keysear (via GoToMeeting)
Mark Miller, Chair
Rebekah Ray (via GoToMeeting)
Kenneth Waites

Commissioners voting nay: None
Commissioners absent for vote: Elayne Lockett

REPORTS

BUILDING REPORT

Steve Mitchell, Building Official, provided the Building Permit Report for July 2021. 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 June 22, 2021, City Council approved the conditional use for a bar/club at 340 N 25th Ave with added stipulations (HPC Approval Upheld), approved the text amendment to the Land Development Code pertaining to food truck parks (HPC Approval Upheld), approved the text amendment to the Land Development Code pertaining to gravel outdoor storage surfaces, (HPC Approval Upheld), approved the conditional use for “machinery/tools limited sales and service” at 4219 Lincoln Rd. (HPC Approval Upheld), and approved the conditional use for a gravel surface outdoor equipment storage yard at 4219 Lincoln Rd. (HPC Approval Upheld).

CHAIR’S REPORT

There came the matter of the Chair’s Report by Chair Mark Miller. Chair Miller commended in person attendees on mask compliance and expressed gratitude to those who chose to attend virtually. He also highlighted the grand opening of the new Raising Cane’s, which came before the Commission with a zoning change request. He used the new restaurant as an example to show the impact of the Planning Commission’s impact.

INTRODUCTIONS

The Commissioners introduced themselves.

PUBLIC HEARING – PLANNING COMMISSION

There came the matter of Item A (Zoning Change), to consider a request filed by Patricia Longino-Mitchell, Owner, as required in the Land Development Code, Ord. No. 3209, to change the zoning classification for a certain property located at 1512 McInnis Avenue (Parcel 2-030M-11-013.00, PPIN 26743, Ward 2) from Section 4.5.10, B-3 (Community Business) 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>	Fenessa Halsell	1511 McInnis Ave	Hattiesburg, MS
<u>Proponents:</u>	Larry Williams	1507 McInnis Ave	Hattiesburg, MS
	Patricia Mitchell	1512 McInnis Ave	Hattiesburg, MS
<u>Opponents:</u>	None		

Staff presented the item. Chair Miller and Commission Conville discussed that on its face, the proposal seemed like spot zoning. Chair Miller suggested that perhaps the issue with the

improper B-3 zoning on the street could be something studied on larger scale and corrected through a means such as the upcoming overlay project. Jim Gladden, Esq., stated that the Planning Commission has the ability to initiate projects if the Planning Commission believes that there is a problem with zoning in the area. The Commission can initiate a study and make recommendations based that information before the City Council.

Fenessa Halsell presented the request. She stated that the area has always been residential and does not understand why it was ever zoned to B-3. She stated that while E Hardy was clearly commercial, McInnis is clearly not and needed to be zoned for a residential use. Larry Williams spoke in favor of the application. He stated that he had been in the area since the 1970s and stated that the street had always been residential and that the City had incorrectly applied business zoning to the area without informing the residents of McInnis Avenue. He stated that the property needed to be restored to zoning that allowed for residential use. Patricia Longino-Mitchell spoke in favor of the application. She stated that she had moved back from Tulsa to McInnis Avenue and wished to establish her home on the lot. She stated that the neighborhood is improperly zoned and should be considered for rezoning since it is a quiet residential street and home to a tight-knit community that cannot expand due to zoning restrictions. She stated she wanted to improve and beautify the area with her home.

Chair Miller declared the Public Hearing closed and the Business Meeting open for voting on the request (Item A). Commissioner Waites inquired about the Commission requesting a zoning study for the area and how it would impact the Item. Staff suggested that Item A be voted on and if the Commission wanted to initiate a zoning study, then it needed to be handled as a separate item of business. Commissioner Keysear made a motion to approve the request (Item A) based the criteria that the character of the neighborhood has changed substantially so that rezoning is clearly justified and there is a public need for the rezoning. Commissioner Dawe seconded the motion. Mrs. Lowrey conducted a roll-call vote. Commissioners attending in person submitted physical voting sheets as well.

Commissioners voting aye: Dick Conville (via GoToMeeting)
Charles Dawe (via GoToMeeting)
Michael Dickerson (via GoToMeeting)
Jeff Keysear (via GoToMeeting)
Elayne Lockett
Mark Miller, Chair
Rebekah Ray (via GoToMeeting)
Kenneth Waites

Commissioners voting nay: None

There came the matter of Item B (Conditional Use), to consider petition has been filed by Patricia Longino-Mitchell, Owner, as required in the Land Development Code, Ord. No. 3209, to request a Conditional Use as “Dwelling, single-family, detached” in B-2 (Neighborhood Business) District as defined by the LDC for a certain property located at 1512 McInnis Avenue (Parcel 2-030M-11-013.00, PPIN 26743, Ward 2). Request is contingent upon rezone of property to B-2 zone.

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

Opponents: None

Chair Miller declared the Public Hearing closed and the Business Meeting open for voting on the request (Item B). Commissioner Conville made a motion to approve the item based on Approval Criteria I. and II. Commissioner Waites seconded the motion. Commissioners attending in person submitted physical voting sheets.

Commissioners voting aye: Dick Conville (via GoToMeeting)
Charles Dawe (via GoToMeeting)
Michael Dickerson (via GoToMeeting)
Jeff Keyseear (via GoToMeeting)
Elayne Lockett
Mark Miller, Chair
Rebekah Ray (via GoToMeeting)
Kenneth Waites

Commissioners voting nay: None

There came the matter of Item C (Conditional Use), to consider a request that has been filed by Robert Green, Owner, as required in the Land Development Code, Ord. No. 3209, to request a Conditional Use as “Club and Bar” in B-2 (Neighborhood Business) District as defined by the LDC for a certain property located at 915 Dabbs Street (Parcel 2-038B-15-228.00, PPIN 13838, Ward 2).

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Robert Green	613 Charles	Hattiesburg, MS
<u>Proponents:</u>	Pansy Cephus	310 Willis Ave	Hattiesburg, MS
	Arthur Siggurs	1313 Country Club	Hattiesburg, MS
	Annie Green	613 Charles	Hattiesburg, MS
<u>Opponents:</u>	None		

Robert Green presented the application. He provided the Commission with an abbreviated history of Dabbs Street and stated that the cigar bar was first of several proposed projects geared at revitalizing the district. With the cigar bar, he stated he was proposing a parking lot behind the building to accommodating parking for the business, and there is no possibility for on-site parking. Pansy Cephus spoke in favor of the application; Ms. Cephus stated she represented the Katie-John-Dabbs Neighborhood Association and the Association supported Mr. Green’s proposal. Arthur Siggurs spoke in favor of Mr. Green’s application. Pastor Siggurs stated that he wished to see the area revitalized and lamented the decline of the Dabbs Street community from the thriving neighborhood business hub that it once was. He stated he would like to see it return to its former state and that this was a starting point. Annie Green spoke in favor of the application. She stated that she and her husband, Mr. Green, wanted to create a space for the community and wanted to build the community up. She stated that they are invested in the community and that the cigar bar is one of several proposed projects that they hope to undertake to improve Dabbs Street to make it a place people want to come and visit and reminisce about old times and create new memories.

Chair Miller declared the Public Hearing closed and the Business Meeting open for voting on the request (Item B). Commissioner Waites made a motion to approve the item based on Approval Criteria II. Commissioner Lockett seconded the motion. Commissioners attending in person submitted physical voting sheets

Commissioners voting aye: Dick Conville (via GoToMeeting)
Charles Dawe (via GoToMeeting)
Michael Dickerson (via GoToMeeting)
Jeff Keysear (via GoToMeeting)
Elayne Lockett
Mark Miller, Chair
Kenneth Waites

Commissioners voting nay: None

Commissioners abstaining from vote: Rebekah Ray (via GoToMeeting)

There came the matter of Item D (Zoning Change), to consider a request that has been filed by Louis Gagnet, Owner, as required in the Land Development Code, Ord. No. 3209, to change the zoning classification for a certain property located at 309 Mobile Street (Parcel 2-029J-10-004.00, PPIN 15665, Ward 2) from Section 4.5.12, B-5 (Regional Business) District to Section 4.5.11, B-4 (Downtown Business) District.

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Louis Gagnet	309 Mobile Street	Hattiesburg, MS
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Louis Gagnet presented the application. He stated that the rezoning was necessary for his business proposal of a volleyball-themed sports bar, and there had been a number of rezones in the vicinity, with SoPro being the closest rezone to B-4.

Chair Miller declared the Public Hearing closed and the Business Meeting open for voting on the request (Item D). Commissioner Dickerson made a motion to approve the request (Item A) based the criteria that the character of the neighborhood has changed substantially so that rezoning is clearly justified and there is a public need for the rezoning. Commissioner Dawe seconded the motion. Mrs. Lowrey conducted a roll-call vote. Commissioners attending in person submitted physical voting sheets as well

Commissioners voting aye: Dick Conville (via GoToMeeting)
Charles Dawe (via GoToMeeting)
Michael Dickerson (via GoToMeeting)
Jeff Keysear (via GoToMeeting)
Elayne Lockett
Mark Miller, Chair
Kenneth Waites

Commissioners voting nay: None

Commissioners abstaining from vote: Rebekah Ray (via GoToMeeting)

BUSINESS MEETING

There came the matter of the Business Meeting. Chair Miller declared the Business Meeting open at 3:19 PM.

An appeal of the Director’s interpretation of the determination of a proposed use at 309 Mobile Street as an “amusement facility” by Louis Gagnet, Owner, was presented. Mr. Gagnet presented, stating that he proposed the permanent outdoor volleyball courts be reviewed as a “place of assembly not otherwise listed.” He stated that the hours of operation under conditions for use for amusement facilities (8 am- 11 pm) could be detrimental to his business. Commissioner Conville asked what Southern Prohibition’s hours of operation were. Commissioner Ray looked up the hours of operation and determined them to be 3 pm to 10 pm based on listed business hours

on social media. Commissioner Keysear stated his concerns about hours of operations for amusement facilities and how they may limit the proposed volleyball sports bar. Commissioner Conville noted that if the Commission reviewed the proposed development as a place of assembly then it would be a use by right in the existing zoning, then City would have no purview over the proposed development and no variance/buffer for encroachment on residential would be required. Commissioner Conville made a motion to uphold the Director’s interpretations, and Commissioner Lockett seconded the motion.

Commissioners voting aye: Dick Conville (via GoToMeeting)
Mark Miller, Chair

Commissioners voting nay: Jeff Keysear (via GoToMeeting)

Commissioners abstaining from vote: Michael Dickerson (via GoToMeeting)
Elayne Lockett
Kenneth Waites

Rebekah Ray (via GoToMeeting)

Commissioners absent from vote: Charles Dawe (via GoToMeeting)

Commissioner Waites noted on his vote sheet for the Business Item, “I think there are possible legal complications that need further study, including liabilities.”

In other business, Commissioner Waites proposed the planning study addressed in Item A. Commissioner Waites made a motion to request a planning study east of Gulfport Street and along McInnis Avenue and request that staff bring forth any relevant recommendations pertaining to that study to the Commission. Commissioner Lockett seconded the motion.

Commissioners voting aye: Dick Conville (via GoToMeeting)
Michael Dickerson (via GoToMeeting)
Jeff Keysear (via GoToMeeting)
Elayne Lockett
Mark Miller, Chair
Rebekah Ray (via GoToMeeting)
Kenneth Waites

Commissioners voting nay: None

Commissioners absent from vote: Charles Dawe (via GoToMeeting)

Having no further business, Commissioner Conville made a motion to adjourn the meeting. The motion was seconded by Commissioner Ray. The meeting was adjourned at 3:58 PM.

Mark Miller, Chair

Ginger M. 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, August 17, 2021

Re: Approve or Deny a petition filed by Robert Green, Owner, to request a variance from LDC Sec.7.5.2.2 which states "Curb cuts, except where shared, shall be located a minimum of 10 feet from a parcel or lot line." and instead allow for a curb cut zero (0) feet from the parcel line, for a variance of ten (10) feet for a proposed parking lot to be located at 317 Rosa Ave (Parcel 2-038B-15-226.00, PPIN 13840, Ward 2).The Board of Adjustment recommended to Approve on August 4, 2021.
File Number: 2021-1031
Minute Book #

Summary

317 Rosa Ave. - Variance – Curb cut distance to property line

Recommendation Statement

Please place this on the August 17, 2021 City Council meeting for consideration.

SUBJECT PARCEL: 317 Rosa Avenue

Robert Green, Owner

The petitioner requests:

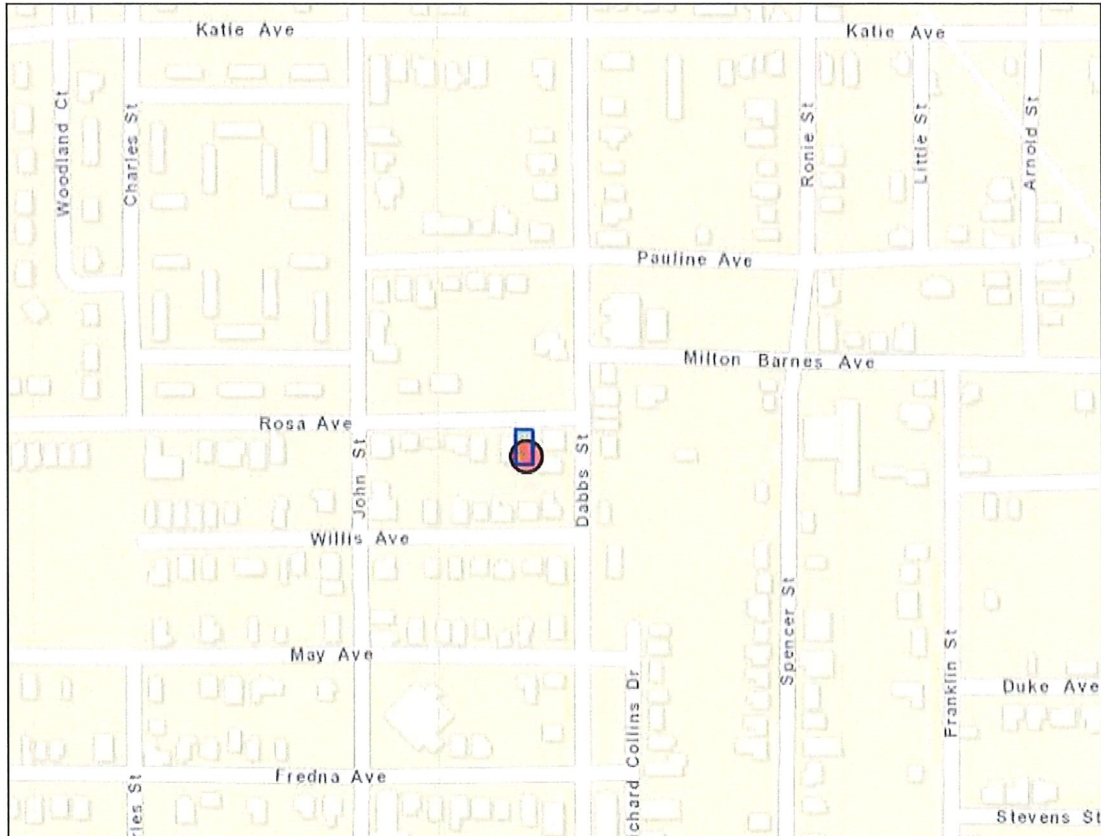
Item A: to vary from LDC Sec.7.5.2.2 which states "Curb cuts, except where shared, shall be located a minimum of 10 feet from a parcel or lot line." and instead allow for a curb cut zero (0) feet from the parcel line, for a variance of ten (10) feet

Item B: to vary from LDC Sec. 7.10.10.1 which states "There shall be a minimum of 20 square feet of interior landscaped area provided within each parking lot for each parking space provided exclusive of landscape islands" and instead allow for zero (0) square feet interior landscaped area for a variance of one hundred eighty (180) square feet

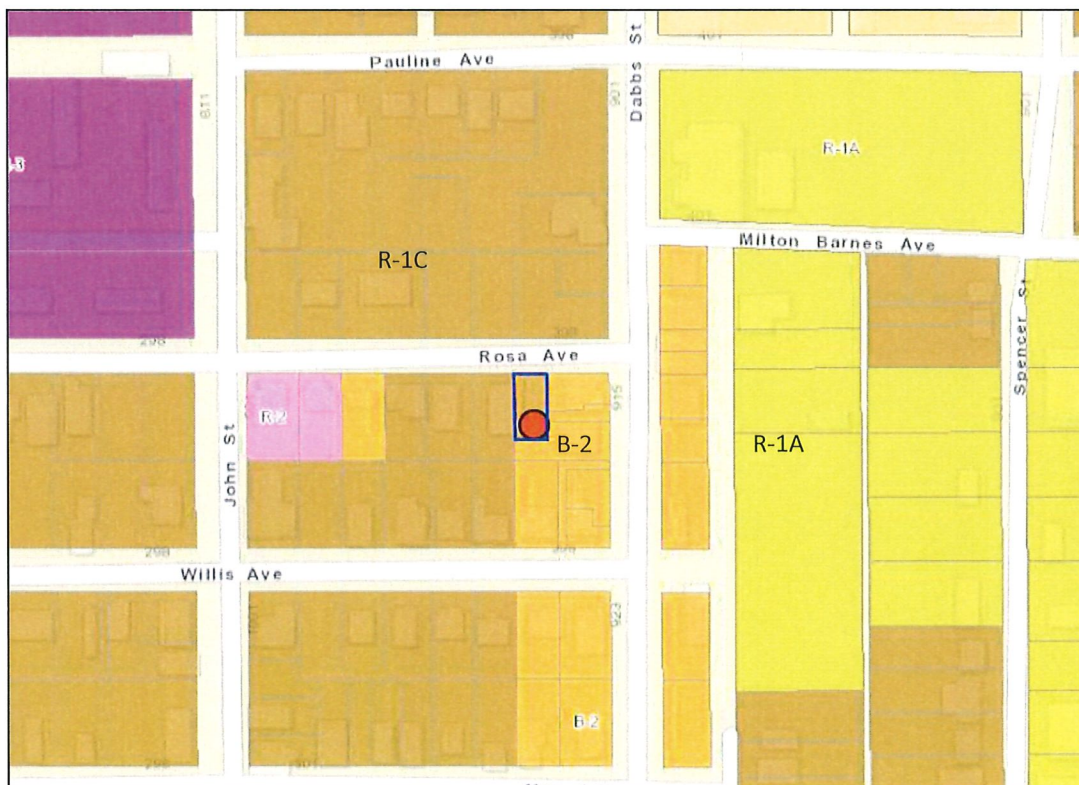
Item C: to vary from LDC Sec. Table 7.11-2, B-2 20' zoning buffer requirement and instead allow a zoning buffer of zero (0) feet for variance of twenty (20) feet for a proposed parking lot to be located at 317 Rosa Ave (Parcel 2-038B-15-226.00, PPIN 13840, Ward 2).



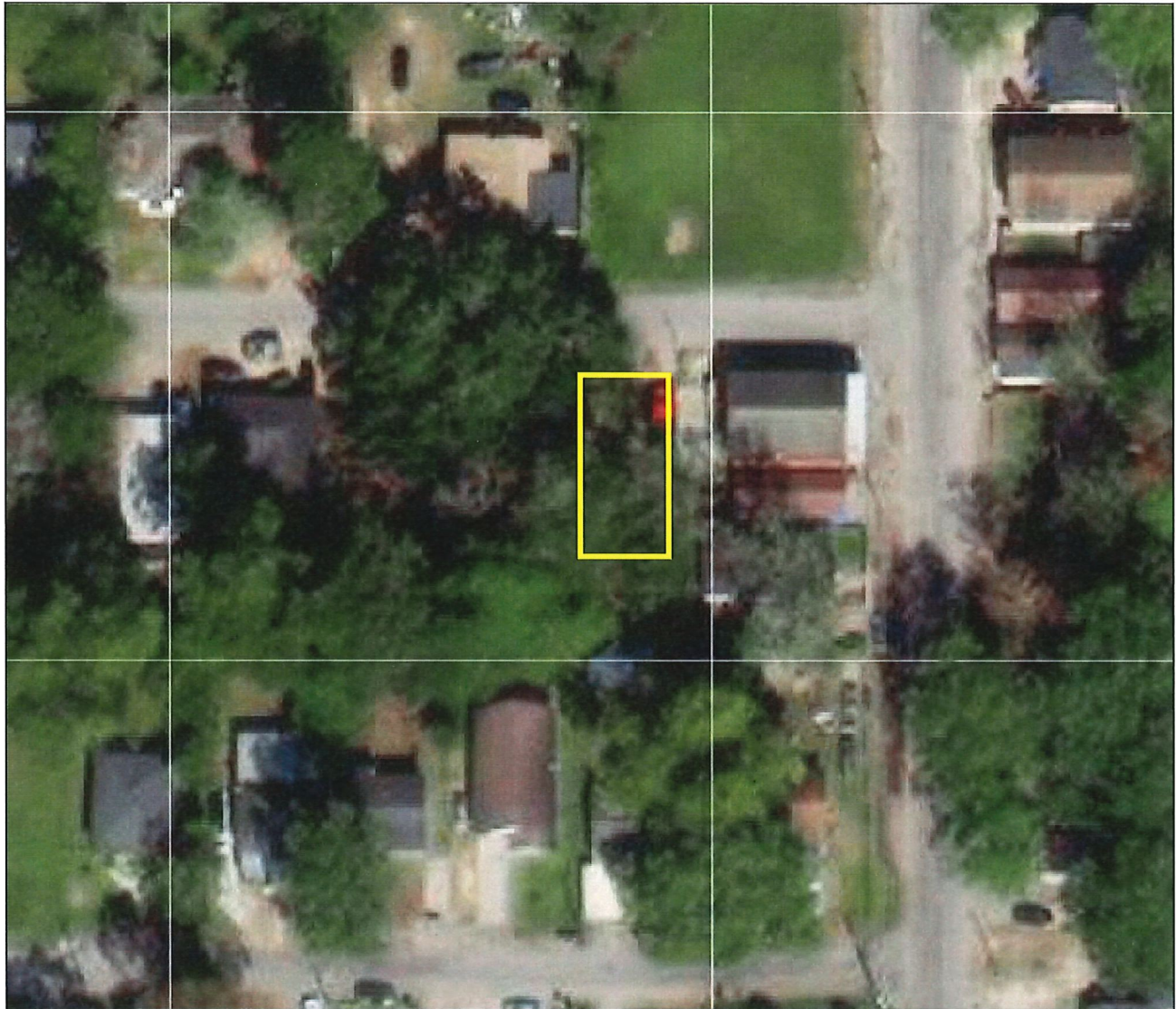
Vicinity Map—Ward 2



Zoning—B-2



Site Aerial



SURROUNDING AREA

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



**Southern Direction: B-2
(Neighborhood Business) District/
Commercial**



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

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



SITE PLAN

LOCATION

LOT SIZE

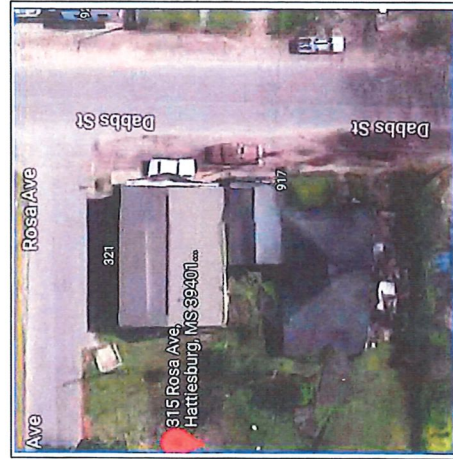
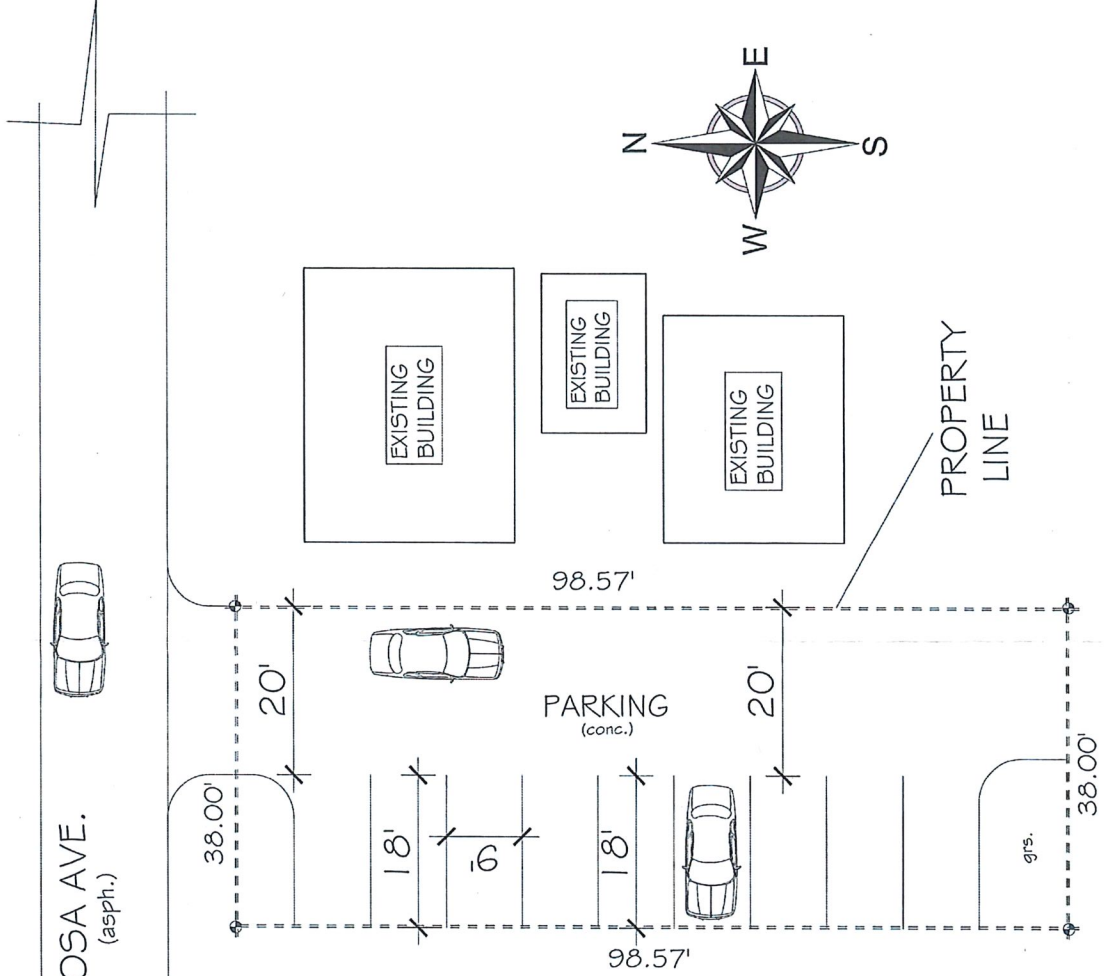
: 315 ROSA AVENUE, HATTIESBURG, MS, USA

: 38.00' X 98.57'

ROSA AVE.
(asph.)

LEGEND

asph.	ASPHALT
grs.	GRASS
⊕	= property corner
▨	= Buildings
⋯	= Grass
▨	= asphalt
▨	= concrete



LOCATION MAP

AC

REVISION

ARCHITECT

Archytrend

DESIGNED : ARC

CHECKED : ARC

DATE : May 2021

CLIENT:

SHEET CONTENT

SITE PLAN

PROJECT

LOCATION

SHEET NO:

A1

SCALE :

1/16" = 1'-0"



**Board of Adjustment
Case Fact Sheet**

Name of Petitioners: Robert Green, Owner

Address of Property: 317 Rosa Ave **Tax Parcel:** 2-038B-15-226.00 **PPIN:** 13840 **Ward:** 2

Request: Multiple variances on the parcel

Purpose of Request: Item A:
To vary from LDC Sec.7.5.2.2 which states "Curb cuts, except where shared, shall be located a minimum of 10 feet from a parcel or lot line." and instead allow for a curb cut zero (0) feet from the parcel line, for a variance of ten (10) feet for a proposed parking lot to be located at 317 Rosa Ave (Parcel 2-038B-15-226.00, PPIN 13840, Ward 2).

Item B:
To vary from LDC Sec. 7.10.10.1 which states "There shall be a minimum of 20 square feet of interior landscaped area provided within each parking lot for each parking space provided exclusive of landscape islands" and instead allow for zero (0) square feet interior landscaped area for a variance of one hundred eighty (180) square feet for a proposed parking lot to be located at 317 Rosa Ave (Parcel 2-038B-15-226.00, PPIN 13840, Ward 2).

Item C:
To vary from LDC Table 7.11-2, B-2 20' zoning buffer requirement and instead allow a zoning buffer of zero (0) feet for variance of twenty (20) feet for a proposed parking lot to be located at 317 Rosa Ave (Parcel 2-038B-15-226.00, PPIN 13840, Ward 2).

Applicant Summary: See Attached

Request for a **Curb Cut, Landscape and Buffer Variance**

Applicable Regulations: **7.5.2.2** Curb cuts, except where shared, shall be located a minimum of 10 feet from a parcel or lot line.

7.10.10.1 There shall be a minimum of 20 square feet of interior landscaped area provided within each parking lot for each parking space provided exclusive of landscape islands.

Table 7.11-2 Zoning Buffer Requirements

Zones	A-1	A-2	R-1A	R-1B	R-1C	R-2	R-3	B-1/B-2	B-3	B-4	B-5	I-1	I-2	Buffer Yard Specifications
B-1/ B-2	20'	20'	20'	20'	20'	20'	20'	20'	-	-	-	-	-	Type 20 shall consist of a landscaped area a minimum of 20 feet in width, landscaped as an opaque barrier. One large canopy tree (ultimate height 50± feet) and 2 small ornamental deciduous trees spaced 30 feet on center for every 60 lineal feet of buffer yard. An opaque wall may be substituted for landscape screening.

Definition: Buffer Area/Strip: An area with sufficient planting and/or screening which acts as a separation area between two or more incompatible uses and/ or districts.

Present Zoning: This parcel is currently zoned B-2 (Neighborhood Business) District

Present Use: Undeveloped

Future Land Use: Neighborhood Conservation District

Surrounding Zoning and Land Use:
North: R-1C (Single Family Residential) District/ Undeveloped
South: B-2 (Neighborhood Business) District/ Commercial
East: B-2 (Neighborhood Business) District/ Commercial
West: R-1C (Single Family Residential) District/ Dwelling

Letters or Concerns stated: The Planning Division Office has not received any letters relative to this case as of July 20, 2021. No letters of support were provided for the parking lot project, but the applicant provided a letter of approval for the related cigar bar project.

History / Background: The applicant met with Staff in Pre-Application to discuss a proposed cigar bar on an adjacent parcel. In the meeting, parking requirements for the cigar bar were discussed. There was no possibility for on-site parking for the cigar bar so the applicant proposed adding a parking lot on the subject parcel for off-site

Item: A-C
Robert Green, Owner

Request for a **Curb Cut, Landscape and Buffer Variance**

parking.

Based on the floor plan provided for the cigar bar, the number of required parking spaces is seven spaces (calculated as one space required per two bar occupants). The applicant has provided nine spaces based on the site plan. The occupancy of the building is 15 people, based on the current number of bathrooms (one). One ADA van accessible space will have to be provided.

Item A refers to the distance of the curb cut from the property line. This distance prevents continuous curb cuts which can limit walkability. If a curb cut is shared with other parking access, this distance requirement is eliminated. There is a parking pad behind 913 Dabbs St (at the corner of Rosa Ave) However, that parking pad was not reviewed by SDRC or permitted.

Item B refers to interior landscaping required of all surface parking lots scaled depending on the number of parking spaces. This interior landscaping is exclusive of required perimeter landscaping or required islands.

Item C refers to a required landscaped buffer between different zones. A landscaped buffer between different zones helps to shield the impact differing uses may have on one another visually, audibly, and provide a physical separation between incompatible uses.

The design of the parking lot includes spaces that meet the minimum size per space, 9'x18'. However, the drive width is less than generally approved. Typical parking design requires 24' behind a parking space for adequate space to access and maneuver. However, this is not a set dimension in the LDC and therefore staff did not require a Variance application for this measurement.

The applicants are concurrently requesting a Conditional Use as a "Bar/club" for the cigar bar.

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

Request for a **Curb Cut, Landscape and Buffer Variance**

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

7.5.22

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. #7.5.2.2

I am requesting this variance for 10' curb cut. The property size is too small for a home. Therefore it will be used for parking for the business. The additional spaces will help with the street parking congestion.

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.

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.

Variance Information

7.10.10.1

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.

The property size will not allow for the landscaping requirement. There is a great need for additional parking in the area. This will help to lessen the street parking. The area is surrounded by trees and green areas

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.

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.

Variance Information

ZONING BUFFER

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.

We have limited space area, because the area is very narrow. Installing the buffer would not permit enough space to back up.

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.

without the variance I would NOT be able to open the business.

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.

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.

Green Family Trust

P.O. Box 1831

Hattiesburg, Ms. 39403

To whom it may concern:

This letter is to inform all interested parties that the Trust approves of the development at 915 Dabbs St. The project named The Tobacco Company will be located at this address. The adjacent properties addresses are 913 and 917 Dabbs St. We are the owners of the properties on both sides of the project.

Green Family trust

A handwritten signature in cursive script, appearing to read "Robert Green", written over a horizontal line.

Robert Green, Trustee

A handwritten signature in cursive script, appearing to read "Annie Green", written over a horizontal line.

Annie Green, Trustee



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ginger Lowrey, Planning Administrator

cc: Andrew Ellard, Director

Date: Tuesday, August 17, 2021

Re: Approve or Deny a petition filed by Robert Green, Owner, to request a variance from Sec. 7.10.10.1 which states "There shall be a minimum of 20 square feet of interior landscaped area provided within each parking lot for each parking space provided exclusive of landscape islands" and instead allow for zero (0) square feet interior landscaped area for a variance of one hundred eighty (180) square feet for a proposed parking lot to be located at 317 Rosa Ave (Parcel 2-038B-15-226.00, PPIN 13840, Ward 2). The Board of Adjustment recommended to Approve on August 4, 2021.
File Number: 2021-1032
Minute Book #

Summary

317 Rosa Ave. - Variance – Interior landscaping requirement

Recommendation Statement

Please place this on the August 17, 2021 City Council meeting for consideration.

SUBJECT PARCEL: 317 Rosa Avenue

Robert Green, Owner

The petitioner requests:

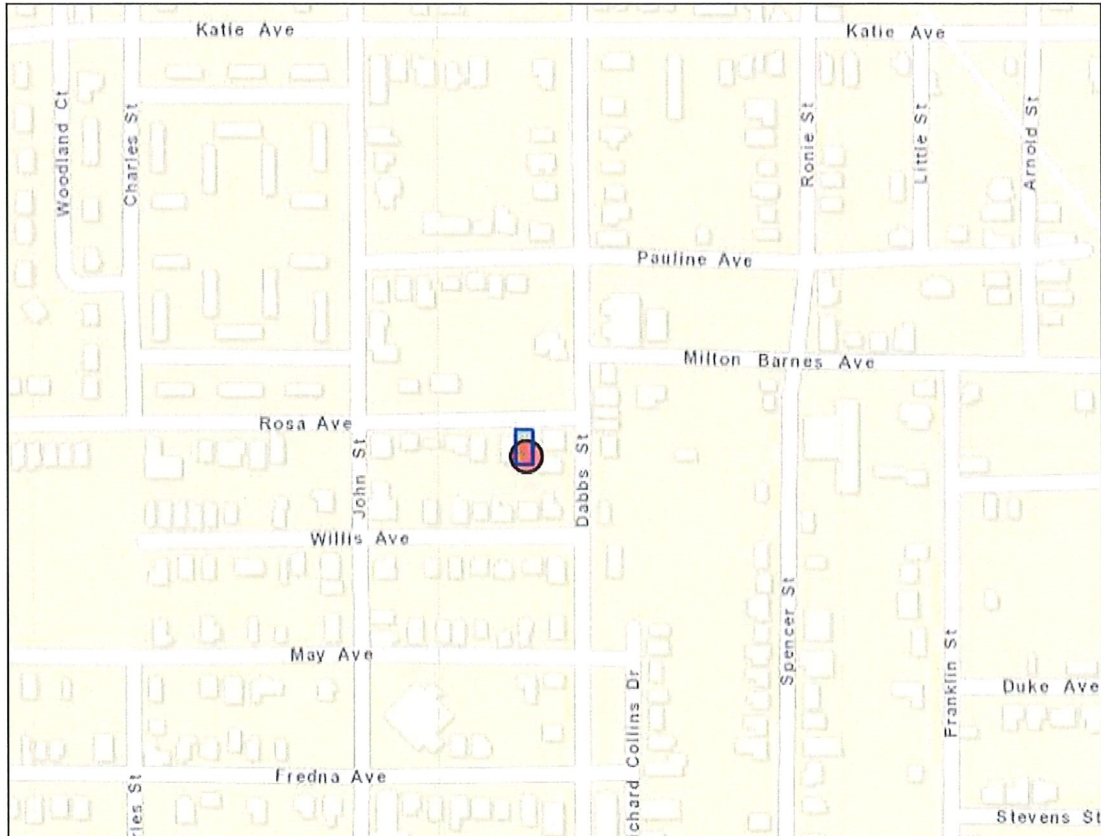
Item A: to vary from LDC Sec.7.5.2.2 which states "Curb cuts, except where shared, shall be located a minimum of 10 feet from a parcel or lot line." and instead allow for a curb cut zero (0) feet from the parcel line, for a variance of ten (10) feet

Item B: to vary from LDC Sec. 7.10.10.1 which states "There shall be a minimum of 20 square feet of interior landscaped area provided within each parking lot for each parking space provided exclusive of landscape islands" and instead allow for zero (0) square feet interior landscaped area for a variance of one hundred eighty (180) square feet

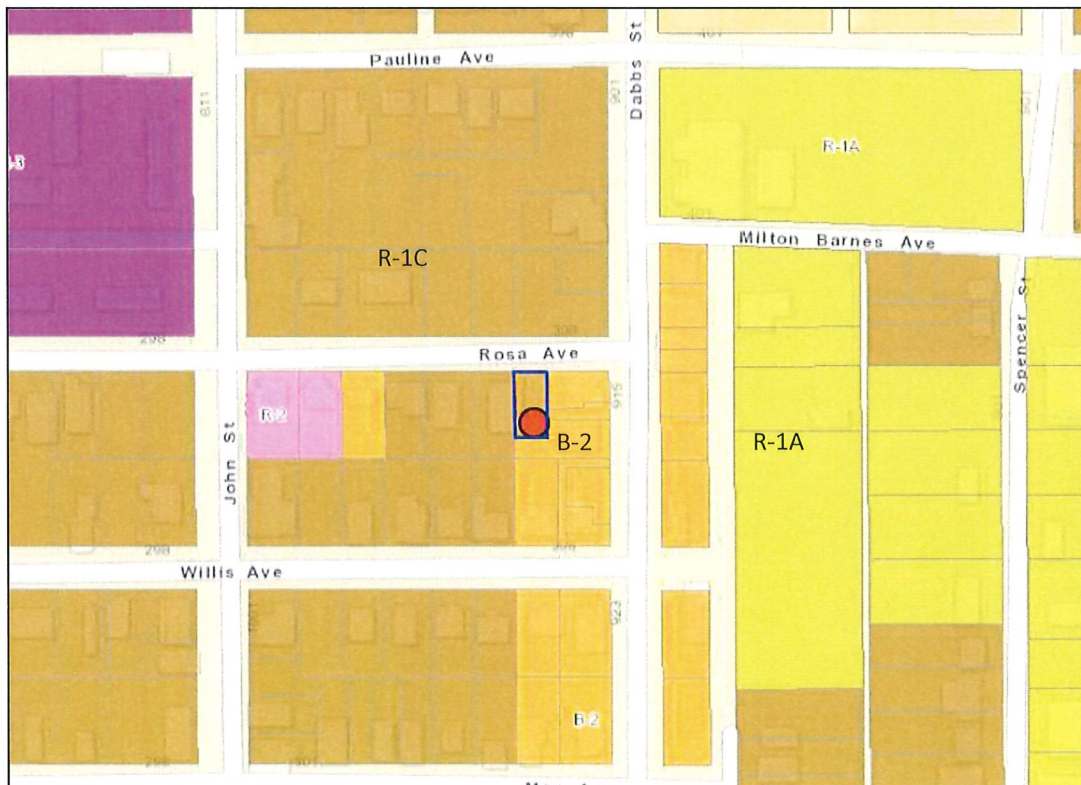
Item C: to vary from LDC Sec. Table 7.11-2, B-2 20' zoning buffer requirement and instead allow a zoning buffer of zero (0) feet for variance of twenty (20) feet for a proposed parking lot to be located at 317 Rosa Ave (Parcel 2-038B-15-226.00, PPIN 13840, Ward 2).



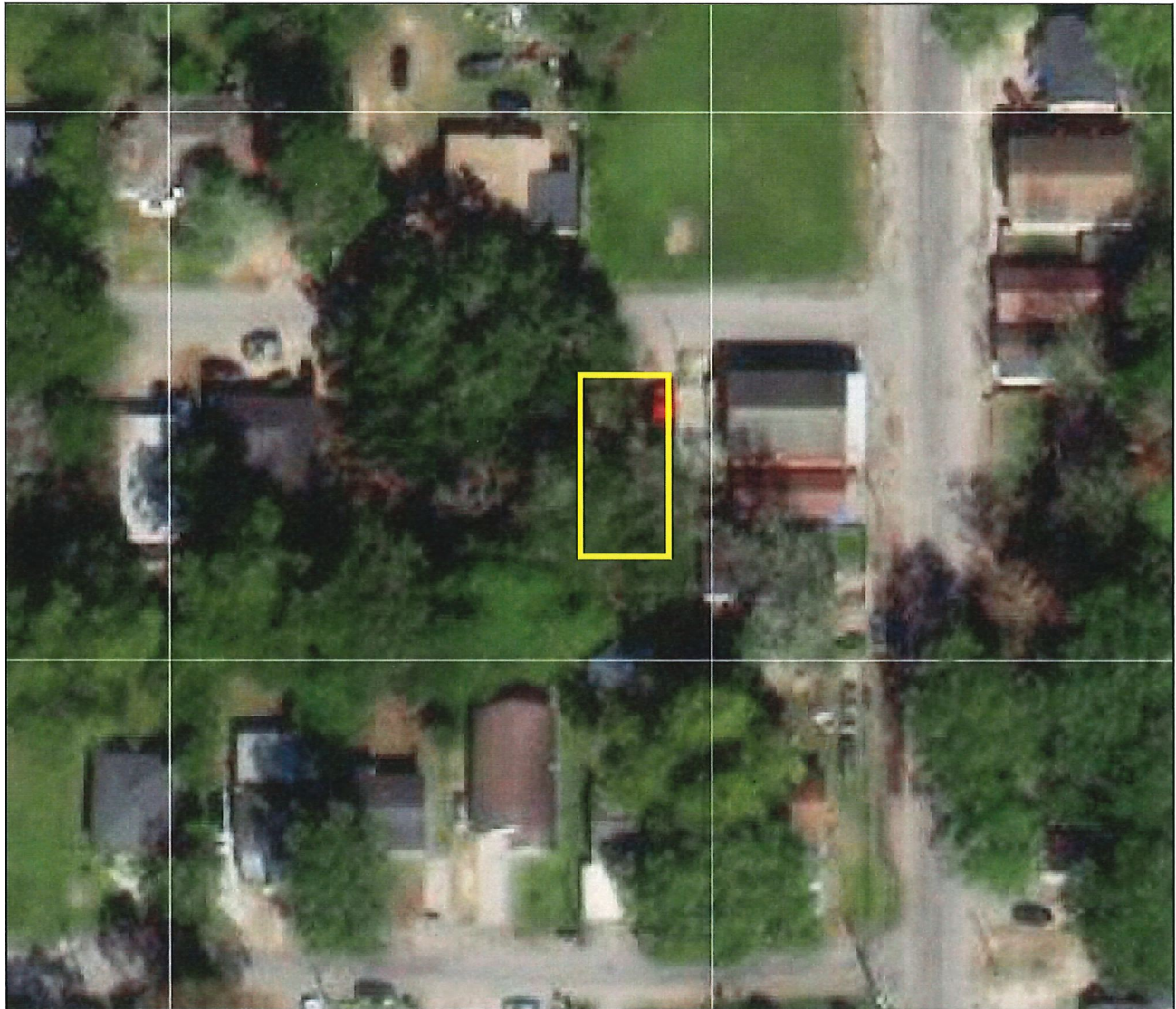
Vicinity Map—Ward 2



Zoning—B-2



Site Aerial



SURROUNDING AREA

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



**Southern Direction: B-2
(Neighborhood Business) District/
Commercial**



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

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



SITE PLAN

LOCATION

LOT SIZE

: 315 ROSA AVENUE, HATTIESBURG, MS, USA

: 38.00' X 98.57

AC

ROSA AVE.
(asph.)



LEGEND

asph.	ASPHALT
grs.	GRASS
⊕	= property corner
[hatched box]	= Buildings
[dotted box]	= Grass
[cross-hatched box]	= asphalt
[solid grey box]	= concrete

REVISION

ARCHITECT

Archytrend

DESIGNED : ARC

CHECKED : ARC

DATE : May 2021

CLIENT:

SHEET CONTENT

SITE PLAN

PROJECT

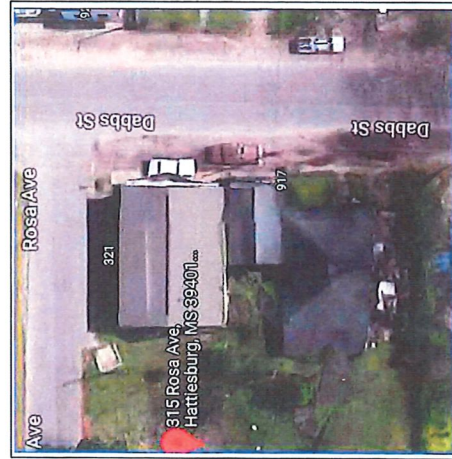
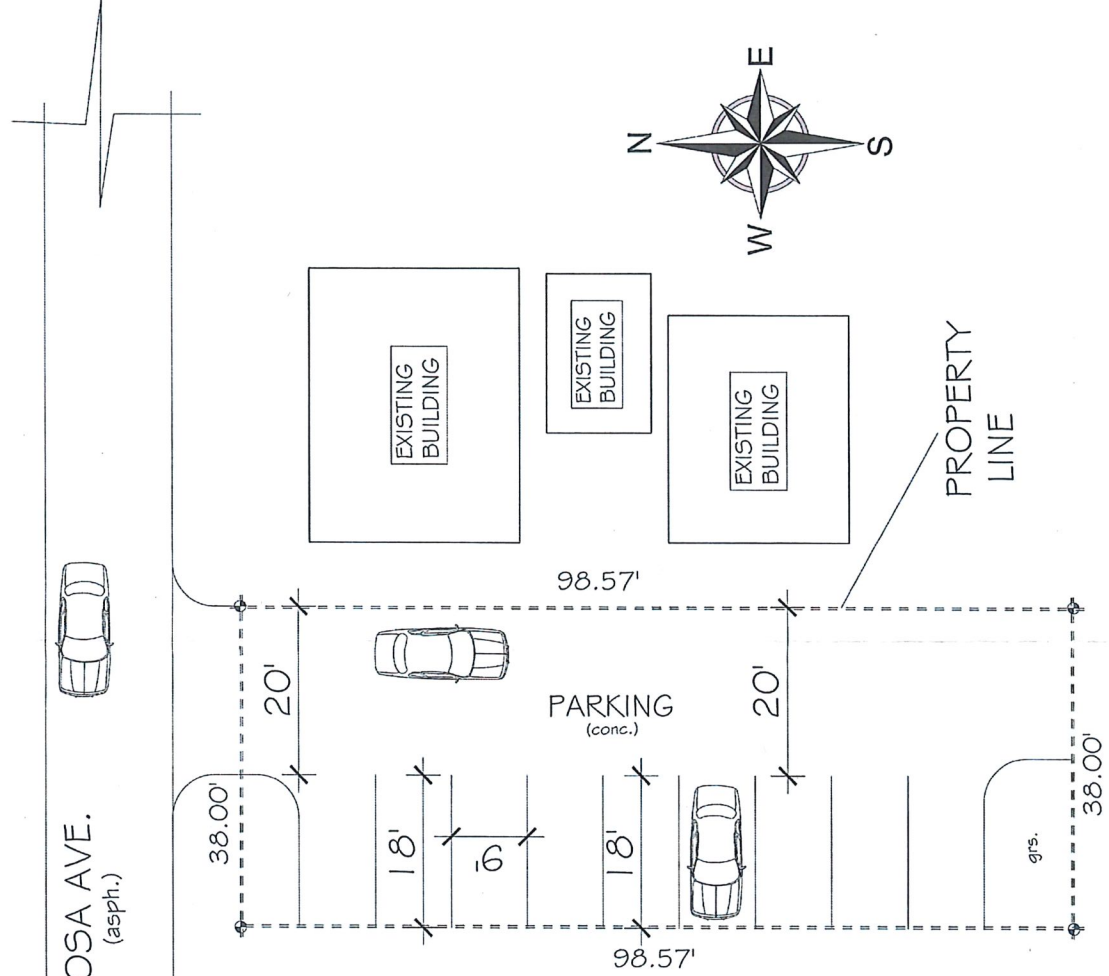
LOCATION

SHEET NO:

A1

SCALE :

1/16" = 1'-0"



LOCATION MAP



**Board of Adjustment
Case Fact Sheet**

Name of Petitioners: Robert Green, Owner

Address of Property: 317 Rosa Ave **Tax Parcel:** 2-038B-15-226.00 **PPIN:** 13840 **Ward:** 2

Request: Multiple variances on the parcel

Purpose of Request: Item A:
To vary from LDC Sec.7.5.2.2 which states "Curb cuts, except where shared, shall be located a minimum of 10 feet from a parcel or lot line." and instead allow for a curb cut zero (0) feet from the parcel line, for a variance of ten (10) feet for a proposed parking lot to be located at 317 Rosa Ave (Parcel 2-038B-15-226.00, PPIN 13840, Ward 2).

Item B:
To vary from LDC Sec. 7.10.10.1 which states "There shall be a minimum of 20 square feet of interior landscaped area provided within each parking lot for each parking space provided exclusive of landscape islands" and instead allow for zero (0) square feet interior landscaped area for a variance of one hundred eighty (180) square feet for a proposed parking lot to be located at 317 Rosa Ave (Parcel 2-038B-15-226.00, PPIN 13840, Ward 2).

Item C:
To vary from LDC Table 7.11-2, B-2 20' zoning buffer requirement and instead allow a zoning buffer of zero (0) feet for variance of twenty (20) feet for a proposed parking lot to be located at 317 Rosa Ave (Parcel 2-038B-15-226.00, PPIN 13840, Ward 2).

Applicant Summary: See Attached

Request for a **Curb Cut, Landscape and Buffer Variance**

Applicable Regulations: 7.5.2.2 Curb cuts, except where shared, shall be located a minimum of 10 feet from a parcel or lot line.

7.10.10.1 There shall be a minimum of 20 square feet of interior landscaped area provided within each parking lot for each parking space provided exclusive of landscape islands.

Table 7.11-2 Zoning Buffer Requirements														
Zones	A-1	A-2	R-1A	R-1B	R-1C	R-2	R-3	B-1/B-2	B-3	B-4	B-5	I-1	I-2	Buffer Yard Specifications
B-1/ B-2	20'	20'	20'	20'	20'	20'	20'	20'	-	-	-	-	-	Type 20 shall consist of a landscaped area a minimum of 20 feet in width, landscaped as an opaque barrier. One large canopy tree (ultimate height 50± feet) and 2 small ornamental deciduous trees spaced 30 feet on center for every 60 lineal feet of buffer yard. An opaque wall may be substituted for landscape screening.

Definition: Buffer Area/Strip: An area with sufficient planting and/or screening which acts as a separation area between two or more incompatible uses and/ or districts.

Present Zoning: This parcel is currently zoned B-2 (Neighborhood Business) District

Present Use: Undeveloped

Future Land Use: Neighborhood Conservation District

Surrounding Zoning and Land Use:
North: R-1C (Single Family Residential) District/ Undeveloped
South: B-2 (Neighborhood Business) District/ Commercial
East: B-2 (Neighborhood Business) District/ Commercial
West: R-1C (Single Family Residential) District/ Dwelling

Letters or Concerns stated: The Planning Division Office has not received any letters relative to this case as of July 20, 2021. No letters of support were provided for the parking lot project, but the applicant provided a letter of approval for the related cigar bar project.

History / Background: The applicant met with Staff in Pre-Application to discuss a proposed cigar bar on an adjacent parcel. In the meeting, parking requirements for the cigar bar were discussed. There was no possibility for on-site parking for the cigar bar so the applicant proposed adding a parking lot on the subject parcel for off-site

Item: A-C
Robert Green, Owner

Request for a **Curb Cut, Landscape and Buffer Variance**

parking.

Based on the floor plan provided for the cigar bar, the number of required parking spaces is seven spaces (calculated as one space required per two bar occupants). The applicant has provided nine spaces based on the site plan. The occupancy of the building is 15 people, based on the current number of bathrooms (one). One ADA van accessible space will have to be provided.

Item A refers to the distance of the curb cut from the property line. This distance prevents continuous curb cuts which can limit walkability. If a curb cut is shared with other parking access, this distance requirement is eliminated. There is a parking pad behind 913 Dabbs St (at the corner of Rosa Ave) However, that parking pad was not reviewed by SDRC or permitted.

Item B refers to interior landscaping required of all surface parking lots scaled depending on the number of parking spaces. This interior landscaping is exclusive of required perimeter landscaping or required islands.

Item C refers to a required landscaped buffer between different zones. A landscaped buffer between different zones helps to shield the impact differing uses may have on one another visually, audibly, and provide a physical separation between incompatible uses.

The design of the parking lot includes spaces that meet the minimum size per space, 9'x18'. However, the drive width is less than generally approved. Typical parking design requires 24' behind a parking space for adequate space to access and maneuver. However, this is not a set dimension in the LDC and therefore staff did not require a Variance application for this measurement.

The applicants are concurrently requesting a Conditional Use as a "Bar/club" for the cigar bar.

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

Request for a **Curb Cut, Landscape and Buffer Variance**

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

7.5.22

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.

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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. #7.5.2.2

I am requesting this variance for 10' curb cut. The property size is too small for a home. Therefore it will be used for parking for the business. The additional spaces will help with the street parking congestion.

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.

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.

Variance Information

7.10.10.1

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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 property size will not allow for the landscaping requirement. There is a great need for additional parking in the area. This will help to lessen the street parking. The area is surrounded by trees and green areas

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.

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.

Variance Information

ZONING BUFFER

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.

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We have limited space area, because the area is very narrow. Installing the buffer would not permit enough space to back up.

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.

without the variance I would NOT be able to open the business.

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.

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Green Family Trust

P.O. Box 1831

Hattiesburg, Ms. 39403

To whom it may concern:

This letter is to inform all interested parties that the Trust approves of the development at 915 Dabbs St. The project named The Tobacco Company will be located at this address. The adjacent properties addresses are 913 and 917 Dabbs St. We are the owners of the properties on both sides of the project.

Green Family trust

A handwritten signature in cursive script, appearing to read "Robert Green", written over a horizontal line.

Robert Green, Trustee

A handwritten signature in cursive script, appearing to read "Annie Green", written over a horizontal line.

Annie Green, Trustee



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ginger Lowrey, Planning Administrator

cc: Andrew Ellard, Director

Date: Tuesday, August 17, 2021

Re: Approve or Deny a petition filed by Robert Green, Owner, to request a variance from LDC Table 7.11-2, B-2 20' zoning buffer requirement and instead allow a zoning buffer of zero (0) feet for variance of twenty (20) feet for a proposed parking lot to be located at 317 Rosa Ave (Parcel 2-038B-15-226.00, PPIN 13840, Ward 2). The Board of Adjustment recommended to Approve on August 4, 2021.
File Number: 2021-1033
Minute Book #

Summary

317 Rosa Ave. - Variance – Zoning buffer B-2 to R-1

Recommendation Statement

Please place this on the August 17, 2021 City Council meeting for consideration.

SUBJECT PARCEL: 317 Rosa Avenue

Robert Green, Owner

The petitioner requests:

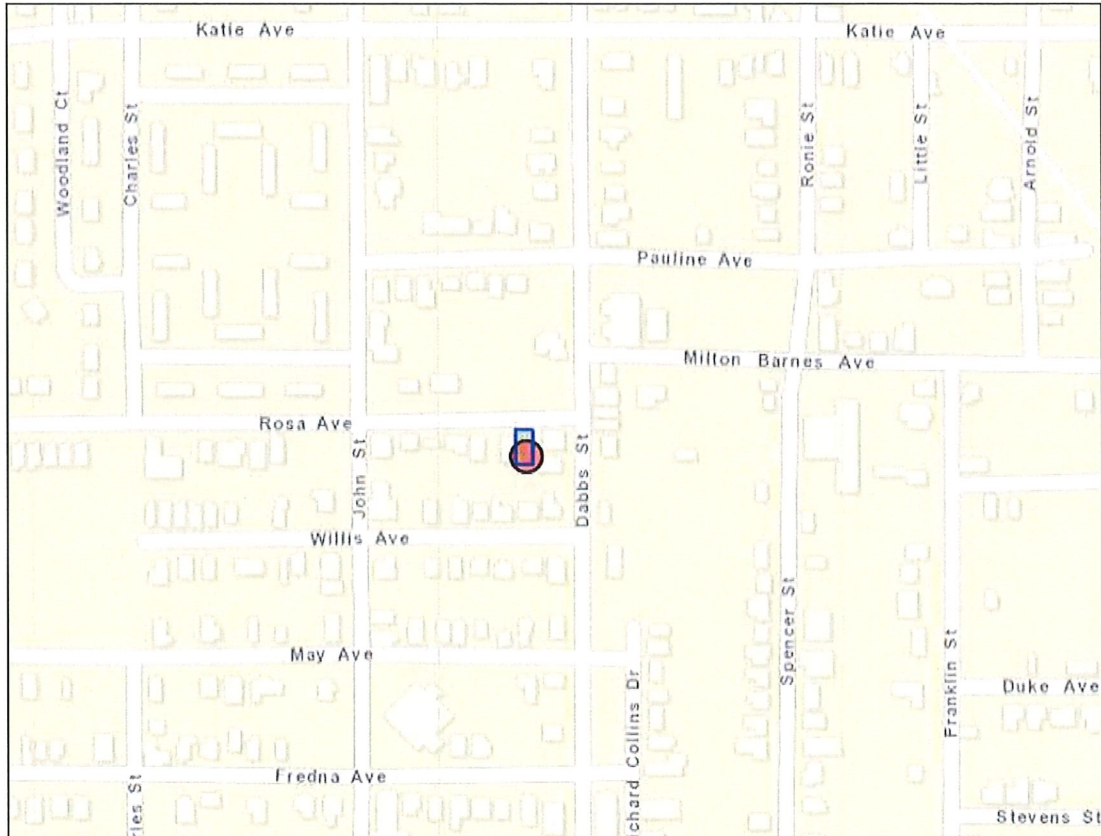
Item A: to vary from LDC Sec.7.5.2.2 which states "Curb cuts, except where shared, shall be located a minimum of 10 feet from a parcel or lot line." and instead allow for a curb cut zero (0) feet from the parcel line, for a variance of ten (10) feet

Item B: to vary from LDC Sec. 7.10.10.1 which states "There shall be a minimum of 20 square feet of interior landscaped area provided within each parking lot for each parking space provided exclusive of landscape islands" and instead allow for zero (0) square feet interior landscaped area for a variance of one hundred eighty (180) square feet

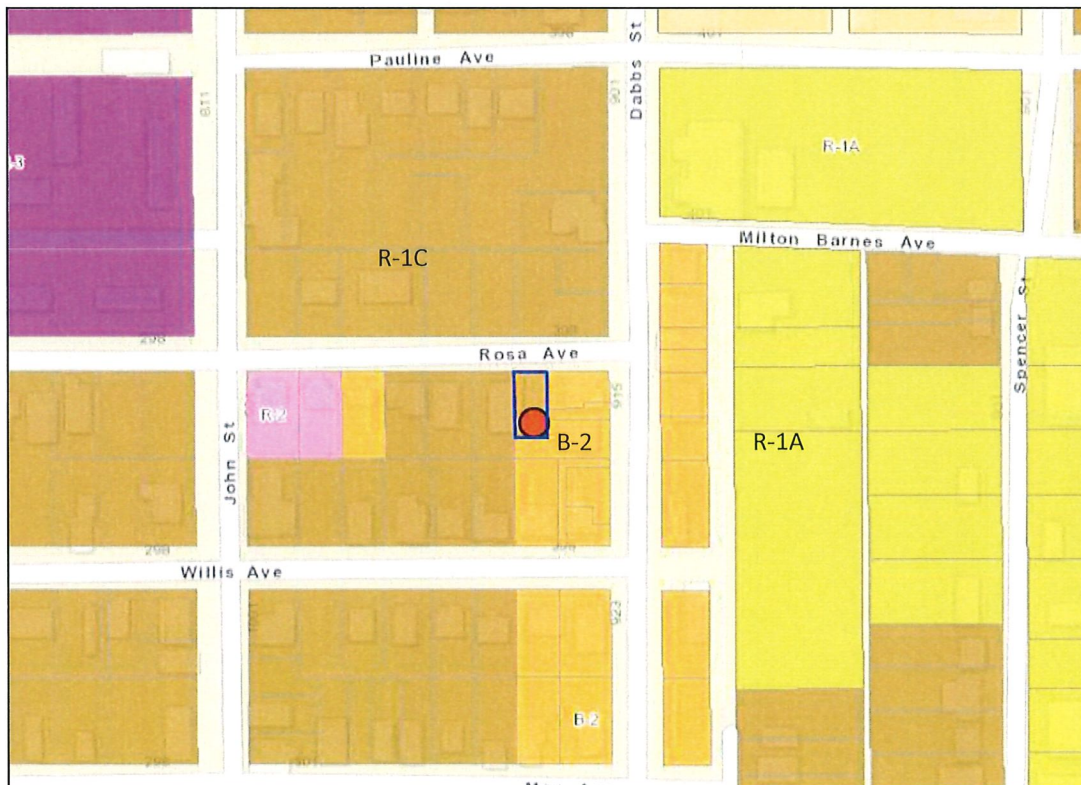
Item C: to vary from LDC Sec. Table 7.11-2, B-2 20' zoning buffer requirement and instead allow a zoning buffer of zero (0) feet for variance of twenty (20) feet for a proposed parking lot to be located at 317 Rosa Ave (Parcel 2-038B-15-226.00, PPIN 13840, Ward 2).



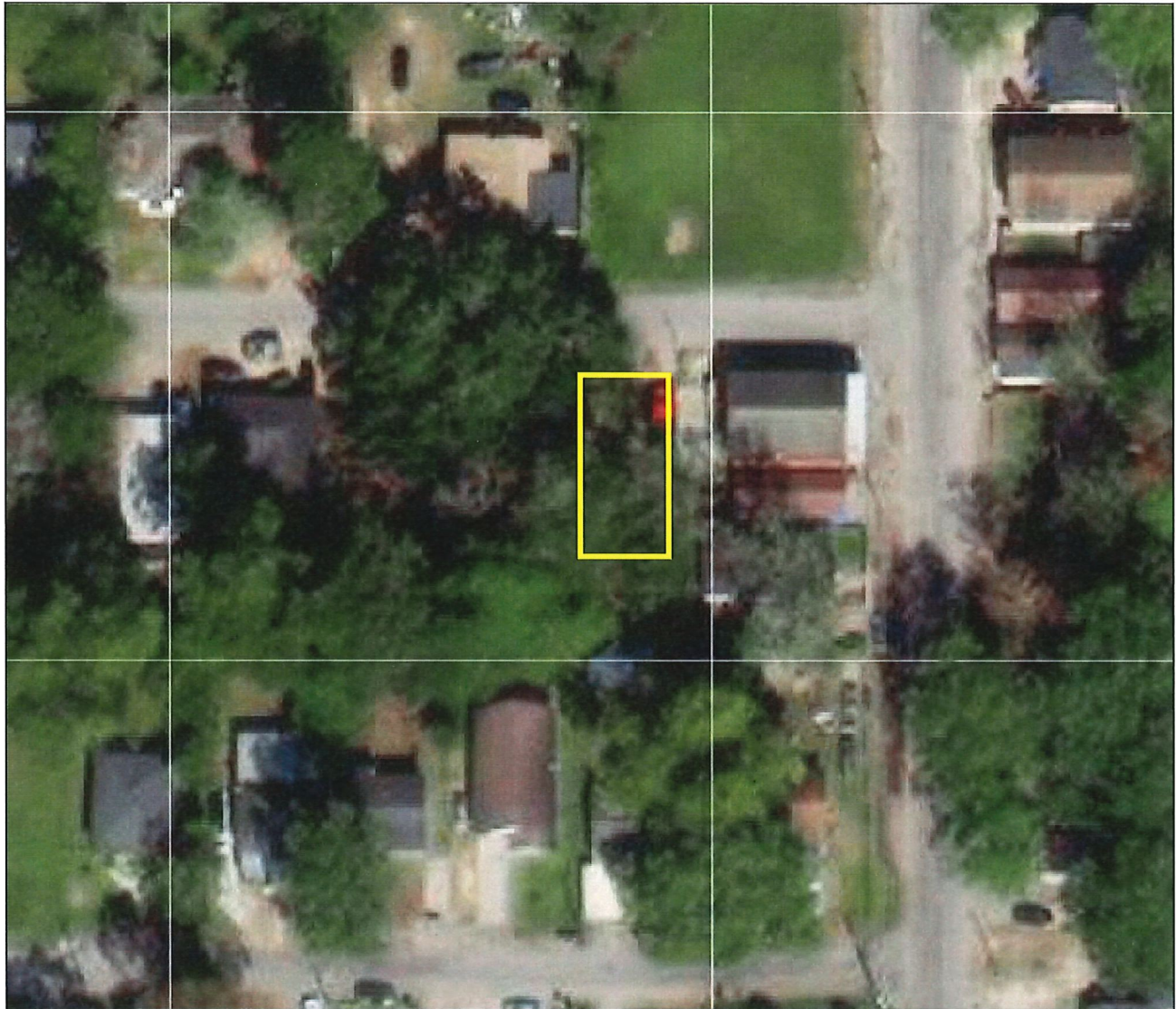
Vicinity Map—Ward 2



Zoning—B-2



Site Aerial



SURROUNDING AREA

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



**Southern Direction: B-2
(Neighborhood Business) District/
Commercial**



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

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



SITE PLAN

LOCATION

LOT SIZE

: 315 ROSA AVENUE, HATTIESBURG, MS, USA

: 38.00' X 98.57

AC

ROSA AVE.
(asph.)



LEGEND

asph.	ASPHALT
grs.	GRASS
⊕	= property corner
▨	= Buildings
⋯	= Grass
▨	= asphalt
▨	= concrete

REVISION

ARCHITECT

Archytrend

DESIGNED : ARC

CHECKED : ARC

DATE : May 2021

CLIENT:

SHEET CONTENT

SITE PLAN

PROJECT

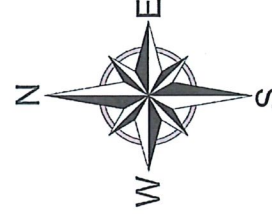
LOCATION

SHEET NO:

A1

SCALE :

1/16" = 1'-0"



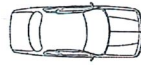
EXISTING
BUILDING

EXISTING
BUILDING

EXISTING
BUILDING

PROPERTY
LINE

PARKING
(conc.)



LOCATION MAP



**Board of Adjustment
Case Fact Sheet**

Name of Petitioners: Robert Green, Owner

Address of Property: 317 Rosa Ave **Tax Parcel:** 2-038B-15-226.00 **PPIN:** 13840 **Ward:** 2

Request: Multiple variances on the parcel

Purpose of Request: Item A:
To vary from LDC Sec.7.5.2.2 which states "Curb cuts, except where shared, shall be located a minimum of 10 feet from a parcel or lot line." and instead allow for a curb cut zero (0) feet from the parcel line, for a variance of ten (10) feet for a proposed parking lot to be located at 317 Rosa Ave (Parcel 2-038B-15-226.00, PPIN 13840, Ward 2).

Item B:
To vary from LDC Sec. 7.10.10.1 which states "There shall be a minimum of 20 square feet of interior landscaped area provided within each parking lot for each parking space provided exclusive of landscape islands" and instead allow for zero (0) square feet interior landscaped area for a variance of one hundred eighty (180) square feet for a proposed parking lot to be located at 317 Rosa Ave (Parcel 2-038B-15-226.00, PPIN 13840, Ward 2).

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Applicant Summary: See Attached

Request for a **Curb Cut, Landscape and Buffer Variance**

Applicable Regulations: **7.5.2.2** Curb cuts, except where shared, shall be located a minimum of 10 feet from a parcel or lot line.

7.10.10.1 There shall be a minimum of 20 square feet of interior landscaped area provided within each parking lot for each parking space provided exclusive of landscape islands.

Table 7.11-2 Zoning Buffer Requirements														
Zones	A-1	A-2	R-1A	R-1B	R-1C	R-2	R-3	B-1/B-2	B-3	B-4	B-5	I-1	I-2	Buffer Yard Specifications
B-1/ B-2	20'	20'	20'	20'	20'	20'	20'	20'	-	-	-	-	-	Type 20 shall consist of a landscaped area a minimum of 20 feet in width, landscaped as an opaque barrier. One large canopy tree (ultimate height 50± feet) and 2 small ornamental deciduous trees spaced 30 feet on center for every 60 lineal feet of buffer yard. An opaque wall may be substituted for landscape screening.

Definition: Buffer Area/Strip: An area with sufficient planting and/or screening which acts as a separation area between two or more incompatible uses and/ or districts.

Present Zoning: This parcel is currently zoned B-2 (Neighborhood Business) District

Present Use: Undeveloped

Future Land Use: Neighborhood Conservation District

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

Letters or Concerns stated: The Planning Division Office has not received any letters relative to this case as of July 20, 2021. No letters of support were provided for the parking lot project, but the applicant provided a letter of approval for the related cigar bar project.

History / Background: The applicant met with Staff in Pre-Application to discuss a proposed cigar bar on an adjacent parcel. In the meeting, parking requirements for the cigar bar were discussed. There was no possibility for on-site parking for the cigar bar so the applicant proposed adding a parking lot on the subject parcel for off-site

Item: A-C
Robert Green, Owner

Request for a **Curb Cut, Landscape and Buffer Variance**

parking.

Based on the floor plan provided for the cigar bar, the number of required parking spaces is seven spaces (calculated as one space required per two bar occupants). The applicant has provided nine spaces based on the site plan. The occupancy of the building is 15 people, based on the current number of bathrooms (one). One ADA van accessible space will have to be provided.

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The applicants are concurrently requesting a Conditional Use as a "Bar/club" for the cigar bar.

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.
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Request for a **Curb Cut, Landscape and Buffer Variance**

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

7.5.22

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Variance Information

4. **Reasonable Use.** The applicant cannot make reasonable use of the property without the requested variance. #7.5.2.2

I am requesting this variance for 10' curb cut. The property size is too small for a home. Therefore it will be used for parking for the business. The additional spaces will help with the street parking congestion.

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.

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.

Variance Information

7.10.10.1

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.

The property size will not allow for the landscaping requirement. There is a great need for additional parking in the area. This will help to lessen the street parking. The area is surrounded by trees and green areas

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.

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.

Variance Information

ZONING BUFFER

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.

We have limited space area, because the area is very narrow. installing the buffer would not permit enough space to back up.

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.

without the variance I would NOT be able to open the business.

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.

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.

Green Family Trust

P.O. Box 1831

Hattiesburg, Ms. 39403

To whom it may concern:

This letter is to inform all interested parties that the Trust approves of the development at 915 Dabbs St. The project named The Tobacco Company will be located at this address. The adjacent properties addresses are 913 and 917 Dabbs St. We are the owners of the properties on both sides of the project.

Green Family trust

A handwritten signature in cursive script, appearing to read "Robert Green", written over a horizontal line.

Robert Green, Trustee

A handwritten signature in cursive script, appearing to read "Annie Green", written over a horizontal line.

Annie Green, Trustee



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Wiley Quinn, Code Enforcement Division Manager

Date: Tuesday, August 17, 2021

Re: Adopt a Resolution setting Public Hearing on Monday, September 20, 2021 at 4:00 p.m. in the City Council Chambers at City Hall to determine if certain properties are in such a state of uncleanness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.
File Number: 2021-970
Minute Book #

Summary

Set Public Hearing September 20, 2021, Unsafe Properties

Recommendation Statement

I recommend the Setting of a Public Hearing to determine if certain properties are a menace to the health and safety of the community.

Please place this on the August 17, 2021 City Council meeting for consideration.



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

MEMORANDUM

TO: Mayor and City Council

FROM: Wiley Quinn, Code Enforcement Manager

DATE: August 17, 2021

RE: Set Public Hearing

The Code Enforcement Division requests that the City Council hold a Public Hearing on Monday, September 20, 2021 to determine if the following properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provisions of MS Code 1972, Section 21-19-11.

	Address	PPIN	Ward	Violations	Proposed Actions	Estimated Cost	Estimated Penalty
1.	117 Nora Street	22895	2	OGL(2)	Cut/Clean	\$1000	\$1500
2.	1100 Coit Street	12806	2	OGL, VS, DS	Cut/Clean, Demo	\$3000	\$1500
3.	1210 Coit Street	12801	2	VS, DS, ES, OGL	Cut/Clean, Demo	\$3000	\$1500
4.	1101-A Scott Street	12727	2	VS, DS, OGL	Cut/Clean, Demo	\$3000	\$1500
5.	434 Mable Street	22161	2	VS, OGL	Cut/Clean, Demo	\$1800	\$1500
6.	543 W. 4 th Street	14466	2	OGL, VS, DS	Clean, Close, Secure	\$1800	\$1500

7.	304 E. 2 nd Street	15655	2	OGL, ES, VS, GAR/RUB	Clean, Close, Secure	\$1800	\$1500
8.	1406 Concart Street	16865	4	DS, OGL, Pool Maintenance, Possible Demo	Clean, Close, Secure	\$10,500	\$5250
9.	105 S. 11 th Avenue	16786	4	OGL, DS, GAR/RUB, Demo	Cut/Clean, Demo	\$6000	\$3000
10.	600 Court Street	19178	4	OGL, DS, PT	Clean, Close, Secure	\$2000	\$1500
11.	1326 West Pine Street	15216	5	AB, GAR/RUB, OGL	Clean, Close, Secure	\$4000	\$2000

Garbage & Rubbish=GAR/RUB

Dilapidated Building=DB

Dangerous Structure=DS

Imminent Danger=ID

Overgrown Lot=OGL

Open Storage=OS

Unsafe Structure=US

Abandoned Vehicle=AV

Abandoned Structure=AS

Vacant Structure=VS

Ow1336ner Responsibility=OR

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

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

RESOLUTION

WHEREAS, complaint has been made to the City of Hattiesburg, Mississippi, that the following properties to wit:

	Address	PPIN	Ward	Violations
1.	117 Nora Street	22895	2	OGL(2)
2.	1100 Coit Street	12806	2	OGL, VS, DS
3.	1210 Coit Street	12801	2	VS, DS, ES,OGL
4.	1101-A Scott Street	12727	2	VS, DS, OGL
5.	434 Mable Street	22161	2	VS, OGL
6.	543 W. 4 th Street	14466	2	OGL, VS, DS
7.	304 E. 2 nd Street	15655	2	OGL, ES, VS, GAR/RUB
8.	1406 Concart Street	16865	4	DS, OGL, Pool Maintenance, Possible Demo
9.	105 S. 11 th Avenue	16786	4	OGL, DS, GAR/RUB, Demo
10.	600 Court Street	19178	4	OGL, DS, PT
11.	1326 West Pine Street	15216	5	AB, GAR/RUB, OGL

WHEREAS, it is in the public interest that the City Council, on its own motion, hold hearings as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the above properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, that the owners of the above-described properties be notified, as provided by law, of a hearing to be held by the City Council in the City Council Chambers at City Hall in Hattiesburg, Mississippi, at 4:00 p.m. on Monday, September 20, 2021, to determine whether or not the above- described properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

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

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 20th day of September, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 20th day of September, 2021.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones

cc:

Date: Tuesday, August 17, 2021

Re: Adopt a Resolution declaring property Identified as Forrest County Parcel No. 2-028P-08-107.00 (PPIN 16234) necessary for public use and authorize any and all proceedings necessary to acquire the aforementioned property pursuant to *Miss. Code Ann. 21-31-47*, as amended.
File Number: 2021-1016
Minute Book #

Summary

Adopt a Resolution declaring property Identified as Forrest County Parcel No. 2-028P-08-107.00 (PPIN 16234) necessary for public use and authorize any and all proceedings necessary to acquire the aforementioned property pursuant to *Miss. Code Ann. 21-31-47*, as amended.

Recommendation Statement

I recommend the attached be place before Council for consideration.

Please place this on the August 17, 2021 City Council meeting for consideration.

RESOLUTION AND ORDER TO CONDEMN

WHEREAS, upon careful consideration, the City of Hattiesburg, Mississippi, (hereinafter “City”), acting by and through the City Council, has determined it to be in the best interests of the citizens of the City to construct recreation and leisure facilities for the public at 301 South 17th Avenue, located within the City limits; and

WHEREAS, to accomplish this project, the City finds it necessary to acquire for public use certain property belonging to the following landowners or their successors in title and/or other parties interested in said property; and

WHEREAS, an appraisal of 301 South 17th Avenue, Hattiesburg, Mississippi, was conducted by Zac Fairley, a licensed real estate appraiser, on September 14, 2020, showing the fair market value of said property to be \$30,000.00; and

WHEREAS, an offer to purchase the property for \$30,000.00 was made by the City Attorney to the owner of the subject property on or about May 28, 2021, but no response has been had from the owner.

Forrest County Parcel 2-028P-08-107.00 (Legacy Memorial Holdings, LLC)

NOW, THEREFORE, LET IT BE KNOWN THAT the appraisal by Zac Fairley dated September 14, 2021, of said property is approved, and the fair market value of said property is \$30,000.00; that the City does hereby declare said property necessary for public use and orders that if an agreement is not reached, the City authorizes and requests the City Attorney and/or other necessary professionals to institute any and all proceedings necessary to acquire the above-described property for public use.

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

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

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 17th Day of August, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th Day of August, 2021.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, August 17, 2021

Re: Adopt a Resolution authorizing Requisition No. 84 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: 2021-1022
Minute Book #

Summary

Adopt a Resolution authorizing Requisition No. 84 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 August 17, 2021 City Council meeting for consideration.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE “CITY”) AUTHORIZING REQUISITION NO. 84 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF AUGUST 18, 2016, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

Whereas, the City Council of the City now finds it necessary to approve Requisition No. **84** from the Project Fund Construction Account under the Loan in the total aggregate amount of **\$8,067.50** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 1. The City Council of the City hereby authorizes and approves Requisition No. **84** from the Project Fund Construction Account under the Loan in the total aggregate amount of **Eight Thousand Sixty-Seven and 50/100 dollars (\$8,067.50)** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

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

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **17th** day of **August, 2021**.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **17th** day of **August, 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

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE “CITY”) AUTHORIZING REQUISITION NO. 84 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF AUGUST 18, 2016, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

Whereas, the City Council of the City now finds it necessary to approve Requisition No. **84** from the Project Fund Construction Account under the Loan in the total aggregate amount of **\$8,067.50** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 1. The City Council of the City hereby authorizes and approves Ordinance No. **84** from the Project Fund Construction Account under the Loan in the total principal amount of **Eight Thousand Sixty-Seven and 50/100 dollars (\$8,067.50)** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly set forth 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.

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 **17th** day of **August, 2021**.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **17th** day of **August, 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.: 84

DATE OF REQUISITION: 8/17/2021

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7245.51	6,482.50	22118	Water Ph II - Palmers Crossing Period: 5/23/21 - 6/26/21 MB 2011-4/89-110 SDW #1273-W007
2	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7245.51	535.00	22204	Water Ph II - Palmers Crossing Period: 6/27/21 - 7/24/21 MB 2011-4/89-110 SDW #1273-W007
3	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.75	1,050.00	22200	CIPP Project Period: 6/27/21 - 7/24/21 MB 2011-4/89-110 SDW #11256

8,067.50



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

July 6, 2021
Project No: 1273-W007
Invoice No: 22118

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

Professional Services from May 23, 2021 to June 26, 2021

Phase CM Palmer's Crossing - Construction Phase

Professional Personnel

	Hours	Rate	Amount	
AUTO CAD TECHNICIAN				
Sullivan, Richard	.50	85.00	42.50	
CONSTRUCTION OBSERVER				
Jackson, Terry	42.00	85.00	3,570.00	
Tingle, William	17.00	85.00	1,445.00	
PROJECT ENGINEER				
Wallace, Kyle	9.50	150.00	1,425.00	
Totals	69.00		6,482.50	
Total Labor				6,482.50
		Total this Phase		\$6,482.50
		Total this Invoice		\$6,482.50

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

093695.7245.51
MB 2011-4/89-110



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

August 3, 2021
Project No: 1273-W007
Invoice No: 22204

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

Professional Services from June 27, 2021 to July 24, 2021

Phase CM Palmer's Crossing - Construction Phase

Professional Personnel

	Hours	Rate	Amount	
CONSTRUCTION OBSERVER				
Tingle, William	1.00	85.00	85.00	
PROJECT ENGINEER				
Wallace, Kyle	3.00	150.00	450.00	
Totals	4.00		535.00	
Total Labor				535.00
		Total this Phase		\$535.00
		Total this Invoice		\$535.00

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

093695.7245.51
MB 2011-4/89-110



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

August 3, 2021
Project No: 11256
Invoice No: 22200

Project Manager Kyle Wallace
Project 11256 CIPP Sewer in Various Locations

Professional Services from June 27, 2021 to July 24, 2021

Phase CM Construction Phase Services

Professional Personnel

	Hours	Rate	Amount	
PROJECT ENGINEER				
Wallace, Kyle	6.00	175.00	1,050.00	
Totals	6.00		1,050.00	
Total Labor				1,050.00
		Total this Phase		\$1,050.00
		Total this Invoice		\$1,050.00

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

093695.7220.75

MB 2011-4/89-110

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

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

CITY OF HATTIESBURG, MISSISSIPPI

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

As Approved by:

Regions Commercial Equipment Finance, LLC
As Purchaser

Authorized Officer



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, August 17, 2021

Re: Approve Lighting Agreement with Mississippi Power Company for additional lighting at the Alley off 7th Avenue for a monthly increase of \$10.73, and authorize Mayor to execute the same.
File Number: 2021-966
Minute Book #

Summary

Approve Lighting Agreement with Mississippi Power Company for additional lighting at the Alley off 7th Avenue for a monthly increase of \$10.73, and authorize Mayor to execute the same.

Recommendation Statement

I am recommending approval of lighting agreement.

Please place this on the August 17, 2021 City Council meeting for consideration.

DATE: 7/27/21

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg PHONE: _____

AUTHORIZED SIGNATURE _____ DATE: _____

DEVELOPER NAME _____ ACCOUNT # _____

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	_____	_____
250 WATT HPS	_____	_____
400 WATT HPS	_____	_____
1000 WATT HPS	_____	_____
350 WATT MH	_____	_____
LED FIXTURES		
90 WATT LED	I- 1	Monthly increase \$ 10.73
110 WATT LED	_____	Alley off 7th Ave
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: Ann Jones

cc:

Date: Tuesday, August 17, 2021

Re: Approve voiding of contract between City of Hattiesburg and SUEZ Advanced Solutions (Utility Service Co., Inc.) for water storage tank maintenance.
File Number: 2021-1026
Minute Book #

Summary

Acknowledge cancelation of contract between City of Hattiesburg and SUEZ Advanced Solutions (Utility Service Co., Inc.) for water storage tank maintenance.

Recommendation Statement

I recommend the cancelation of this contract.

Please place this on the August 17, 2021 City Council meeting for consideration.

Jones, Ann

From: Randy Pope <randypope@Popelaw.com>
Sent: Thursday, August 5, 2021 3:02 PM
To: Raymond, Alan
Cc: Howe, Alan; Jones, Ann
Subject: RE: City of Hattiesburg Maintenance Contracts with SUEZ Advanced Solutions (Utility Service Co., Inc.)

Alan,

I also appreciated our telephone conversation of last week.

As I mentioned to you, in Mississippi "public entities may not bind successor boards and contracts which attempt to do so are voidable by succeeding boards." *Biloxi Firefighters Association v. City of Biloxi*, 810 So.2d 589, 593 (Miss. 2002). All the contracts you sent me were dated in 1999, 2006 and 2007, and, of course, many Hattiesburg City Councils, including the one that took office on July 1, 2021, have succeeded the City Councils that approved those contracts. I anticipate that the Hattiesburg City Council will void those contracts **effective October 1, 2021**, at the next City Council meeting scheduled for August 17, 2021.

The City will pay your Invoice dated July 1, 2021, Number 6248 in the amount of \$47,622.57, but it will no longer require the services of your company, so no one from your company needs to come to do work on the City's facilities unless notified by Alan Howe, the City's Director of Water & Sewer.

I appreciate your attention to this matter.

Sincerely yours,

Randy Pope, City Attorney

Moran M. (Randy) Pope, III
Pope & Pope, P.A.
PO Box 17527
Hattiesburg, MS 39404-7527
601-268-9997
randypope@popelaw.com

This communication is privileged and confidential and is for the use of the intended recipient only. If you are not the intended recipient, please notify the sender immediately and permanently delete this communication.

Moran M. (Randy) Pope, III
Pope & Pope, P.A.
PO Box 17527
Hattiesburg, MS 39404-7527
601-268-9997
randypope@popelaw.com



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones

cc:

Date: Tuesday, August 17, 2021

Re: Approve Agreement with American Tank Maintenance, LLC., for water storage tank maintenance for the City of Hattiesburg and authorize the Mayor to execute the same.
File Number: 2021-1024
Minute Book #

Summary

Approve Agreement with American Tank Maintenance, LLC., for water storage tank maintenance for the City of Hattiesburg.

Recommendation Statement

I recommend the approval of this agreement.

Please place this on the August 17, 2021 City Council meeting for consideration.



Water Tank Maintenance Agreement

Tank Owner: City of Hattiesburg

Tank Location: Ten Various Locations

Tank Size and Style: Ten Various Sizes & Styles

This agreement entered into by and between the City of Hattiesburg hereinafter known as the Owner, and American Tank Maintenance, LLC hereinafter known as the Company.

The Owner agrees to employ the Company to provide the professional services needed to maintain its ten water storage tanks identified in the attached Schedules "A" & "B".

This agreement outlines the Company's responsibility and accountability for the care and maintenance of the above referenced water storage tanks. The Company's care and maintenance shall include the following:

The Company shall furnish all specialized services including engineering and inspection services necessary to maintain and care for the water storage tanks during the term of this agreement. Maintenance and care shall include: steel replacement, steel components, expansion joints, water level indicators, manhole covers and/or gaskets, and other components of the water storage tank. Specific limitations are identified in Schedules "A" & "B".

The Company shall perform annual visual inspections and service the water storage tanks beginning in Contract Year 1 with the initial schedule identified in Schedules "A" & "B". The water storage tanks and its components including the safety, sanitary, structure, security and coatings aspects of the water storage tanks shall be inspected and the findings documented to ensure that the water storage tank is in a sound and watertight condition.

The Company shall schedule and coordinate a washout inspection of the water storage tanks every two years with the Owner beginning in Contract Year 1 with the initial schedule identified in Schedules "A" & "B". The Owner is responsible for draining the water storage tanks. The Company shall clean the water storage tanks of all mud, silt, and other accumulations which may be harmful to the water storage tanks and/or its contents. The Company shall utilize high pressure equipment to perform this operation. Upon cleaning the water storage tanks the Company shall inspect and document the condition as outlined in the preceding paragraph. Once the cleaning and inspection services are completed the Company shall disinfect the interior surfaces of the water storage tanks utilizing AWWA Spray Method #2. A written report of the documented findings including photographs shall be made available to the Owner via mail or electronically.

The Company shall perform surface preparation and paint the exterior and/or interior surfaces of the water storage tanks at such time as needed; however, for the 3 water storage tanks identified in Schedule "B" these renovation dates are certain. The need for exterior painting shall be determined by the appearance and protective condition of the existing coating system and the Company shall use the same color of the existing coating system. The need for interior painting shall be determined by the thickness of the existing coating system and its protective condition.

The Company shall perform all services and utilize products which shall be equal to, or exceed the standards of the State of Mississippi, the American Water Works Association, and the Steel

Structures Painting Council. The Company shall perform all services relating to the interior of the water storage tank in accordance with procedures outlined in American Water Works Association D-102 standards.

The Company shall utilize coating systems which best suit the site conditions, environment, and general location of the water storage tank and are in compliance with local, state and federal statutes.

The Company shall maintain an anti-climb deterrent device on the access ladder to deter unauthorized access to the water storage tanks. The Company shall install and maintain locks on all hatches of the water storage tanks to deter unauthorized entry. The keys to the locks shall remain in the possession of the Owner and the Company.

The Company shall provide emergency service to handle any problems covered by this agreement with the water storage tank. Reasonable mobilization time shall be acceptable to the Owner.

If the Owner needs and requests, then the Company shall provide pressure relief valves to the Owner for the Owner's use during service events which require the water storage tanks to be drained.

The Owner shall have the right to continue this agreement for an indefinite period of time providing that the annual fee is paid in accordance with the terms of this agreement. The Owner shall have the right to terminate this agreement by sending written notice to American Tank Maintenance, LLC, PO Box 130, Warthen, GA 31094. The Owner's right to termination shall be subject to any agreement provisions incorporated herein.

The Company shall maintain and furnish current certificates of insurance coverage to the Owner during the duration of this agreement.

This agreement shall be managed by "Contract Years". "Contract Years" shall be defined as the consecutive 12-month periods beginning October 1, 2021. However, this agreement shall become effective as of date of signature until October 1, 2021 at no cost to Owner. The annual fee for each Contract Year per water storage tank shall be as identified in the attached Schedules "A" & "B". The annual fee for Contract Years not identified shall be adjusted to reflect the current cost of service and shall be held constant for three years and adjusted each fourth year thereafter. The adjustment to fees shall be limited to a maximum of \$120 per \$1,000 of current annual fees. Any applicable taxes shall be the responsibility of the Owner.

The first annual fee for Contract Year 1 shall be due and payable in four quarterly installments beginning January 1, 2022. The annual fee for Contract Year 2 shall be due and payable in four quarterly installments beginning January 1, 2023. Each subsequent annual fee shall be due and payable in four quarterly installments beginning each subsequent January 1st. Should Owner elect to cancel agreement prior to remitting the first 3 total annual fees identified in Schedule "A" after interior renovations of the Industrial and/or Wesley tanks are completed then the

balance of the first 3 annual fees shall be due and payable within thirty days of notice to cancel. Specific cancellation language is also included in Schedule "B" and made a part of this agreement.

The Owner and the Company agree that any future mandated environmental, health or safety requirements which cause significant changes in cost of services provided under this agreement shall be cause for modification of this agreement. The Company is accepting this water storage tank under this agreement based on the current existing structure, components, location and surroundings. Any modification to the water storage tank, including antenna installations, and changes in surroundings especially real estate development shall be cause for modification of this agreement. This agreement does not include the cost for and/or liability on the part of the Company for: containment, exceptions listed in Schedules "A" & "B", removal and/or disposal of any hazardous waste materials, electrical wiring or components, operational problems due to cold weather, Acts of God, structural damage due to antenna installations or other attachments for which the tank was not originally designed, repairs to the foundation of the water storage tank, operational or structural problems caused by physical conditions below the surface of the ground, acts of terrorism, or other conditions which are beyond the Owner's and/or Company's control.

The Company reserves the right to assign any outstanding receivables from this agreement to its bank or other lending institution as collateral for any loans or lines of credit.

This Agreement is signed this _____ day of _____, _____.

Owner:	American Tank Maintenance, LLC
_____	_____

By: _____	By: _____
-----------	-----------

Witness: _____	Witness: _____
----------------	----------------

The above signatories certify that they are duly authorized to sign the Agreement on behalf of the entities represented.

City of Hattiesburg

Schedule "A"

Annual Fees & Initial Inspection Schedule

	Contract Year 1	Contract Year 2	Contract Year 3
500,000 Gallon Elevated - Arena Tank	Visual Inspection	Washout Inspection	Visual Inspection
	\$18,968	\$18,968	\$18,968
1,000,000 Gallon Elevated - Industrial Tank	Visual Inspection	Washout Inspection	Visual Inspection
	\$34,596	\$34,596	\$34,596
150,000 Gallon Elevated - Richburg Tank	Washout Inspection	Visual Inspection	Washout Inspection
	\$10,831	\$10,831	\$10,831
2,000,000 Gallon Concrete Ground Storage - Richburg Tank	Washout Inspection	Visual Inspection	Washout Inspection
	\$14,855	\$14,855	\$14,855
500,000 Gallon Elevated - Lincoln Road Tank	Visual Inspection	Washout Inspection	Visual Inspection
	\$18,941	\$18,941	\$18,941
1,000,000 Gallon Hydropillar - USM Tank	Visual Inspection	Washout Inspection	Visual Inspection
	\$35,103	\$35,103	\$35,103
1,000,000 Gallon Hydropillar - Wesley Tank	Visual Inspection	Washout Inspection	Visual Inspection
	\$36,428	\$36,428	\$36,428
TOTAL SCHEDULE "A"	\$169,722	\$169,722	\$169,722

Richburg Concrete Tank – No interior painting is included, no repairs included except for screens

City of Hattiesburg

Schedule "B"

Annual Fees & Initial Renovation & Inspection Schedule

	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5	Contract Year 6
750,000 Gallon Hydropillar - Forest General	Exterior & Interior Renovation & Repairs	Visual Inspection	Washout Inspection	Visual Inspection	Washout Inspection	Visual Inspection
	\$ 123,987	\$ 123,987	\$ 123,987	\$ 27,737	\$ 27,737	\$ 27,737
500,000 Gallon Elevated - Market Court	Visual Inspection	Exterior Renovation & Washout Inspection	Visual Inspection	Interior Renovation & Visual Inspection	Visual Inspection	Washout Inspection
	\$ 46,378	\$ 46,378	\$ 46,378	\$ 46,378	\$ 46,378	\$ 20,203
9,000 Gallon Pressure Vessel - Classic Drive	Visual Inspection	Washout Inspection	Visual Inspection	Exterior & Interior Renovation	Visual Inspection	Washout Inspection
	\$ 6,863	\$ 6,863	\$ 6,863	\$ 6,863	\$ 6,863	\$ 3,393
TOTAL SCHEDULE "B"	\$ 177,228	\$ 177,228	\$ 177,228	\$ 80,978	\$ 80,978	\$ 51,333

Should the Owner elect to terminate this agreement prior to remitting all of the first 3 annual fees for the Forest General tank once the initial exterior & interior renovation is completed then the balance of the first 3 annual fees shall be due and payable within thirty (30) days of notice to terminate.

Should the Owner elect to terminate this agreement prior to remitting all of the first 5 annual fees for the Market Court and Classic Drive tanks then the balance for work completed shall be due and payable within thirty (30) days of notice to terminate.

Classic Drive Tank – This agreement does not include repairs of any kind for this pressure vessel, specifically any welding and/or cutting on vessel. Only inspections and paint work are included.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, August 17, 2021

Re: Approve renewal No.2 of 3 possible of Contract with CrowderGulf, LLC for Debris Removal services in the event of a disaster; Authorize Mayor to execute renewal letter in duplicate.
File Number: 2021-1012
Minute Book #

Summary

Approve renewal No.2 of 3 possible of Contract with CrowderGulf, LLC for Debris Removal services in the event of a disaster; Authorize Mayor to execute renewal letter in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the August 17, 2021 City Council meeting for consideration.

CrowderGulf

Disaster Recovery and Debris Management

5629 Commerce Boulevard East
Mobile, Alabama 36619

Office: (800) 992-6207
Fax: (251) 459-7433

August 6, 2021

Mr. Lamar Rutland
City Engineer
City of Hattiesburg
212 West Front Street
Hattiesburg, MS 39401

via email: lrutland@hattiesburgms.com

Re: Contract Renewal for Disaster Debris Removal and Disposal Services

Dear Mr. Rutland:

CrowderGulf has been providing the City of Hattiesburg Disaster Debris Removal and Disposal Services per the contract approved at the August 20, 2019 City Council meeting. The contract term will be for one (1) year with the option for three (3) renewals of one (1) year each.

If the City of Hattiesburg is in agreement to renew the existing contract please sign the renewal acceptance below and return to CrowderGulf. Upon execution of this acknowledgement the contract will continue under the same terms and conditions until its new expiration date of August 19, 2022.

We appreciate the opportunity to renew this contract and stand ready to respond immediately in the event the community of the City of Hattiesburg requests our services. If you have any questions or if we can be of any further assistance please do not hesitate to contact me at 800-992-6207 or by e-mail jramsay@crowdergulf.com.

Best regards,



Ashley Ramsay-Naile
President

RENEWAL ACCEPTANCE – City of Hattiesburg, MS

Signature

Name/Title

Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
6/23/2021

PRODUCER

Pathway Insurance Group, LLC
753 Nichols Avenue
Fairhope, AL 36532

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY

A

THE GRAY INSURANCE COMPANY

INSURED

CrowderGulf, LLC
5629 Commerce Blvd. E
Mobile, AL 36619

COMPANY

B

COMPANY

C

COMPANY

D

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	XSGL-074436	8/1/2019	7/1/2022	GENERAL AGGREGATE	Unlimited
	☒ COMMERCIAL GENERAL LIABILITY				PRODUCTS – COMP/OP AGG	\$3,000,000.00
	☐ OWNER'S & CONTRACTOR'S PROT				PERSONAL & ADV INJURY	\$1,000,000.00
					EACH OCCURRENCE	\$1,000,000.00
					FIRE DAMAGE (Any one fire)	\$100,000.00
					MED EXP (Any one person)	\$5,000.00
A	AUTOMOBILE LIABILITY	XSAL-075438	8/1/2019	7/1/2022	COMBINED SINGLE LIMIT	\$1,000,000.00
	☒ ANY AUTO				BODILY INJURY (Per person)	
	☒ ALL OWNED AUTOS				BODILY INJURY (Per accident)	
	☒ SCHEDULED AUTOS				PROPERTY DAMAGE	
	☒ HIRED AUTOS					
	☒ NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY – EA ACCIDENT	
	☐ ANY AUTO				OTHER THAN AUTO ONLY	
					EACH ACCIDENT	
					AGGREGATE	
A	EXCESS LIABILITY	GXS-100064	7/1/2021	7/1/2022	EACH OCCURRENCE	\$4,000,000.00
	☐ UMBRELLA FORM				AGGREGATE	\$4,000,000.00
	☒ OTHER THAN UMBRELLA FORM					
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	GWC-071166	8/1/2019	7/1/2022	☒ WC STATUTORY LIMITS	☐ OTHER
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE:				☒ INCL	
					EXCL	
	OTHER					

DATE	TIME	LOCATION	DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
01/01/2025	08:00	123 Main St, Springfield, IL	Initial inspection of the site. No significant findings.
01/02/2025	14:30	456 Oak Ave, Springfield, IL	Inspection of the building exterior. Minor damage to the roof.
01/03/2025	09:15	789 Pine St, Springfield, IL	Inspection of the building interior. No significant findings.
01/04/2025	16:45	101 Elm St, Springfield, IL	Inspection of the building exterior. No significant findings.
01/05/2025	11:00	202 Maple St, Springfield, IL	Inspection of the building interior. No significant findings.
01/06/2025	13:30	303 Birch St, Springfield, IL	Inspection of the building exterior. No significant findings.
01/07/2025	10:45	404 Cedar St, Springfield, IL	Inspection of the building interior. No significant findings.
01/08/2025	15:15	505 Willow St, Springfield, IL	Inspection of the building exterior. No significant findings.
01/09/2025	12:00	606 Spruce St, Springfield, IL	Inspection of the building interior. No significant findings.
01/10/2025	14:00	707 Fir St, Springfield, IL	Inspection of the building exterior. No significant findings.
01/11/2025	09:30	808 Ash St, Springfield, IL	Inspection of the building interior. No significant findings.
01/12/2025	16:00	909 Hickory St, Springfield, IL	Inspection of the building exterior. No significant findings.
01/13/2025	11:45	1010 Walnut St, Springfield, IL	Inspection of the building interior. No significant findings.
01/14/2025	13:15	1111 Chestnut St, Springfield, IL	Inspection of the building exterior. No significant findings.
01/15/2025	10:30	1212 Sycamore St, Springfield, IL	Inspection of the building interior. No significant findings.
01/16/2025	15:45	1313 Poplar St, Springfield, IL	Inspection of the building exterior. No significant findings.
01/17/2025	12:15	1414 Magnolia St, Springfield, IL	Inspection of the building interior. No significant findings.
01/18/2025	14:30	1515 Dogwood St, Springfield, IL	Inspection of the building exterior. No significant findings.
01/19/2025	09:45	1616 Redwood St, Springfield, IL	Inspection of the building interior. No significant findings.
01/20/2025	16:15	1717 Cypress St, Springfield, IL	Inspection of the building exterior. No significant findings.
01/21/2025	11:30	1818 Juniper St, Springfield, IL	Inspection of the building interior. No significant findings.
01/22/2025	13:45	1919 Olive St, Springfield, IL	Inspection of the building exterior. No significant findings.
01/23/2025	10:15	2020 Pear St, Springfield, IL	Inspection of the building interior. No significant findings.
01/24/2025	15:00	2121 Peach St, Springfield, IL	Inspection of the building exterior. No significant findings.
01/25/2025	12:45	2222 Plum St, Springfield, IL	Inspection of the building interior. No significant findings.
01/26/2025	14:15	2323 Apple St, Springfield, IL	Inspection of the building exterior. No significant findings.
01/27/2025	09:00	2424 Cherry St, Springfield, IL	Inspection of the building interior. No significant findings.
01/28/2025	16:30	2525 Orange St, Springfield, IL	Inspection of the building exterior. No significant findings.
01/29/2025	11:15	2626 Lemon St, Springfield, IL	Inspection of the building interior. No significant findings.
01/30/2025	13:00	2727 Lime St, Springfield, IL	Inspection of the building exterior. No significant findings.
01/31/2025	10:00	2828 Grape St, Springfield, IL	Inspection of the building interior. No significant findings.

The certificate holder is an additional insured on all policies except Workers' Compensation and is provided a Waiver of Subrogation, all if required by written contract. The above insurance policies shall be primary and noncontributory to any other insurance policies maintained by the certificate holder, if required by written contract.

Debris removal for tornado date January 21, 2017

CERTIFICATE HOLDER

2523#80

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

CANCELLATION

In the event of cancellation by The Gray Insurance Company and if required by written contract, 30 days written notice will be given to the Certificate Holder.

AUTHORIZED REPRESENTATIVE

John S. Ingram

GCF 00 50 01 01 12

THE GRAY INSURANCE COMPANY

THE GRAY INSURANCE COMPANY

The below coverages apply if the corresponding policy number is indicated on the previous page.

A. Commercial General Liability

General Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.

Primary Insurance Wording Included when required by written contract.

Broad Form Property Damage Liability including Explosion, Collapse and Underground (XCU).

Premises/Operations

Products/Completed Operations

Contractual Liability

Sudden and Accidental Pollution Liability

Occurrence Form

Personal Injury

"In Rem" Endorsement

Cross Liability

Severability of Interests Provision

"Action Over" Claims

Independent Contractors coverage for work sublet

Vessel Liability - Watercraft exclusion has been modified by the vessels endorsement on scheduled equipment.

General Aggregate applies per project or equivalent.

B. Automobile Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.

C. Workers Compensation Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

U.S. Longshoremen's and Harbor Workers Compensation Act Coverage

Outer Continental Shelf Land Act

Jones Act (including Transportation, Wages, Maintenance, and Cure),

Death on the High Seas Act & General Maritime Law.

Maritime Employers Liability Limit: \$1,000,000

Voluntary Compensation Endorsement

Other States Insurance

Alternate Employer/Borrowed Servant Endorsement

"In Rem" Endorsement

Gulf of Mexico Territorial Extension

D. Excess Liability Policy Includes:

Coverage is excess of the Auto Liability, General Liability, Employers Liability, & Maritime Employers Liability policies

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.



Disaster Recovery & Debris Management

Contact Information

DISASTER ADMINISTRATION OFFICE (DAO)
5629 COMMERCE BOULEVARD EAST
MOBILE, ALABAMA 36619
24 Hours / 7 Days a Week
800-992-6207 Phone
251-459-7433 Fax

**In the event of activation please contact the Disaster
Administration Office (DAO) first 800-992-6207
Please ask for Ashley Ramsay-Naile.**

Official Notices should be sent to
DAO address, DAO fax or jramsay@crowdergulf.com

Ashley Ramsay-Naile
President
646-872-1548 Cell
jramsay@crowdergulf.com

Buddy Young
Regional Director
940-597-4252 Cell
byoung@crowdergulf.com

Brian Smallwood
Regional Manager
251-581-5789 Cell
bsmallwood@crowdergulf.com



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, August 17, 2021

Re: Approve renewal No.2 of 3 possible of Contract with Debris Tech, LLC for Debris Monitoring services in the event of a disaster; Authorize Mayor to execute renewal letter in duplicate.
File Number: 2021-1013
Minute Book #

Summary

Approve renewal No.2 of 3 possible of Contract with Debris Tech, LLC for Debris Monitoring services in the event of a disaster; Authorize Mayor to execute renewal letter in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the August 17, 2021 City Council meeting for consideration.

INDEPENDENT CONTRACTOR AGREEMENT EXTENSION

THIS AGREEMENT EXTENSION is made and entered into effective as of the 17th day of August, 2021, by and between the CITY OF HATTIESBURG, MISSISSIPPI (the "CITY"), and DEBRISTECH, LLC, a Mississippi limited liability company (the "CONTRACTOR").

WHEREAS, the parties entered into a certain Contractor Agreement for Disaster Debris Removal Services on the 19th day of August, 2019.

WHEREAS, the parties agree to extend the term of the Contractor Agreement in accordance with the terms set forth below.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. The parties agree to extend the term of the Contractor Agreement for DEBRIS MONITORING SERVICES for the period of 1 year, which shall be from the extension effective date to August 19, 2022.
2. This extension agreement shall be binding upon and inure to the benefit of the parties, their successors, and personal representatives. This document, including the original Contractor Agreement, is the entire agreement between the parties.

All other terms and conditions of the original Contractor Agreement remain unchanged.

CITY OF HATTIESBURG

By: _____

Title: _____

Date: _____

DEBRISTECH, LLC.

By:  _____

Title: President _____

Date: 8-6-2021 _____



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Kermas Eaton, City Clerk

Date: Tuesday, August 17, 2021

Re: Approve a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Ora Marshall of 104 Saucier Drive in an amount not to exceed \$60,000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E) {Entitlement} and authorize the Mayor to execute in triplicate.
File Number: 2021-1023
Minute Book #

Summary

Contractor/Owner Agreement and a Housing Rehabilitation Grant Award for 104 Saucier Drive

Recommendation Statement

I recommend approval of the Contractor/Owner Agreement and a Housing Rehabilitation Grant Award for 104 Saucier Drive

Please place this on the August 17, 2021 City Council meeting for consideration.

CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Homeowner Rehabilitation/Reconstruction Program
Project HRRP

Contractor & Owner Agreement

THIS AGREEMENT, made the ____ day of _____, 2020 and between the City of Hattiesburg Community Development Department (COHCD) Homeowner Rehabilitation/Reconstruction Program (HRRP) and Helen O'Neal of 303 J C Killingsworth Drive, Hereinafter called Owner, and _____, with its principal place of business located at _____, Hattiesburg, Mississippi _____, hereinafter called the Contractor.

WITNESSETH

1. SCOPE OF WORK

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the Work Write-Up and described in the specifications and other Contract Documents prepared for the **303 J C Killingsworth Drive** Project by the Housing Programs Inspector, said work to be performed on the structure(s)/property located at **303 J C Killingsworth Drive**, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. TIME OF COMPLETION

The Owner/COHCD shall issue a written Notice to Proceed within 5 days from the date of the Owner/COHCD signing of this Agreement, accepting the Contractor's bid and proposal, providing the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Owner/COHCD. If the Notice to Proceed is not received by the Contractor within this 5 day period, the Contractor may at his option terminate his obligation under this Agreement, provided he has obtained the necessary permits and related documentation within (15) days from the date of the Owner's/COHCD's signing of this Agreement, the Owner/COHCD has the option of terminating the Contract for cause.

The Contractor shall commence working within ten (10) calendar days, as time is of the essence in the completion of this contract, after issuance of the Notice to Proceed, and it is to be completed within sixty (60) days after issuance of the Notice to Proceed. **One hundred dollars (\$100.00) per day, as liquidated damages, will be deducted from the final payment for every day project repair completion exceeds sixty (30) days.** The Owner/COHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. COMPENSATION

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCD shall pay to the Contractor the sum of

_____ (\$ _____) subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

The Owner/COHCD without invalidating the Contract may order Changes in Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner and COHCD or their duly authorized agent.

The Contract Sum and the Contract Time may be changed by a Change Order. The cost or credit to the Owner/COHCD from a Change in the Work shall be determined by mutual agreement before executing the Work involved.

5. CORRECTION OF WORK

The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appears within a period of one year from the Date of substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this statement apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

6. TERMINATION BY THE OWNER

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provisions of the Contract, the Owner/COHCD may, after seven days written notice to the Contractor and without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If the Contractor's workmanship is deficient and he fails to remedy such work within a specified time period, the Owner/COHCD, at their option, may terminate the Contract and take possession of the site and all materials, supplies and equipment incorporated in the work thereon. The Owner/COHCD may finish the Work by whatever method they may deem expedient. If the unpaid balance of the Contract Sum exceeds the expenses of finishing the Work, such excess shall be paid to the Contractor for approved work completed, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner/COHCD.

7. PAYMENTS/DRAWS

Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) damage to another contractor or (5) unsatisfactory prosecution of the Work of the Contractor.

Final payment shall not be due until the Contractor has delivered to the Owner/CHOCD filed lien waivers/releases, indemnifying them against any lien.

The making of final payment shall constitute a waiver of all claims by the Owner/COHCD except those arising from (1) unsettled liens, (2) faulty or defective Work appearing after Substantial Completion, (3) failure of Work to comply with the Requirements of the Contract Documents or (4) terms of any special guarantees required by the Contract Documents. The acceptance of the final payment shall constitute a wavier of all claims by the Contractor except those preciously made in writing and still unsettled.

1. _____
2. _____
3. _____
4. _____
5. _____

8. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty (30) days after completion and acceptance of the work, provided the Contract has been satisfactorily performed, subject to the provision of the General Conditions of the Contract.

9. DEED RESTRICTION

There will be deed restriction attached to **303 J C Killingsworth Drive** for three (3) years. Homeowner agrees to occupy the rehabilitated home for three (3) years after rehabilitation activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the property is sold, transferred or disposed of prior to the expiration of the three (3) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the _____ day of _____, 2020.

Helen O'Neal Date

Homeowner Date

City of Hattiesburg, Mississippi

By: _____
Toby Barker, Mayor

Date: November 17, 2020

Attest: _____
Kermas Eaton, City Clerk

Contractor

By: _____

Date: _____

Attest: _____

CITY OF HATTIESBURG HOUSING REHABILITATION (25K+)

GRANT AWARD AGREEMENT

General Terms and Conditions

1. _____ I certify that I currently live in and own the home for which I am accepting repair assistance.
2. _____ I agree to remain in Hattiesburg during the course of the repairs being performed and to make my home accessible between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise arranged.
3. _____ I understand that I am responsible for packing and storage of jewelry, family heirlooms, food, cleaning and other chemicals, lawn equipment, and toiletries for the duration of the repair work as necessary.
4. _____ I understand that the discovery of illegal activities or the use of verbal or physical threats of harm towards City employees, the contractor or his workers will result in an immediate termination of all repair activities.
5. _____ I agree that the City has irrevocable rights and permission to use my name and to use, reproduce, exhibit, copyright and publish photographic images and/or videotaped images of me and/or my home for advertising, trade and/or any other lawful purpose.
6. _____ I agree to attend Homeowner's Maintenance Training and understand that I will be contacted with the dates and times for this mandatory training.
7. _____ I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an elected official of the City of Hattiesburg nor an employee who is responsible for the administration, management and oversight of the program (Community Development Division Staff).
8. _____ I hereby agree to occupy the home to be rehabilitated for a period of not less than **five (5)** years after completion of the repairs funded under in the Housing Rehabilitation Program. **(Homeowner acknowledges and agrees that this agreement shall be binding on his/hers/their heirs, executors and assigns.)**
9. _____ I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the **five (5)** year affordability period.
10. _____ I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **five (5)** year affordability period.
11. _____ I hereby agree to maintain homeowner's insurance and when applicable, flood insurance.
12. _____ I hereby agree to maintain all county and city property taxes as they come due during the affordability period.
13. _____ I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement and I will sign all the necessary paperwork to allow for payment to the contractor.
14. _____ I authorize the city to proceed with preliminary testing, requests for bids, and other required steps necessary in order to proceed with a project, and further understand that costs related to the same shall be added to the total cost of the project under this grant award.

By my signature below I, **Ora Marshall of 104 Saucier Drive**, agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the _____ day of _____, 2021.

Homeowner's Signature

Spouse's Signature

GRANT AWARD

The Homeowner(s), **Ora Marshall of 104 Saucier Drive**, is hereby awarded a Housing Rehabilitation Award for costs associated with the repair or rehabilitation of **104 Saucier Drive**. The amount of the award shall be the actual cumulative cost of all related preparation and work, including but not limited to: preliminary environmental testing, required abatement work, construction costs, any required legal filing fees, any change orders/discovery repairs and any approved voluntary temporary relocation assistance. General construction/rehabilitation/repair costs are not to exceed \$60,000, excluding change orders/discovery repairs necessary to meet building codes and program standards according to the Housing Rehabilitation and Housing Repair Programs Manual Section VIII(E). Other associated costs are in addition to the \$60,000 described for general construction/rehabilitation/repair. Lead and/or Asbestos activities are contracted separately. All actual costs together are subject to any Deed Restrictions and/or affordability period associated with the project.

City of Hattiesburg, Mississippi

By: _____
Toby Barker, Mayor

Date: August 17, 2021

Attest: _____
Kermas Eaton, City Clerk

GENERAL CONTRACTOR HOUSING REHABILITATION GRANT PROGRAM

WORK AGREEMENT

For Repair Work At: 104 Saucier Drivel – Ora Marshall

1. _____ I propose to furnish all materials and perform all labor necessary to complete the work described in the attached Work Write-Up/Bid Solicitation.
2. _____ I agree that all work will be completed with quality workmanship and materials and I certify that no lead-based paint will be used on this job.
3. _____ I will begin work within ten (10) working days after receiving the **Notice to Proceed**, and I will complete the job within sixty (60) days of the start date.
4. _____ I will purchase, maintain and furnish evidence of Comprehensive Business Liability Insurance coverage during the life of the contract, in an amount not less than \$50,000 in the event of bodily injury including death and \$2,000.00 in the event of property damage arising out of work performed by me.
5. _____ I will obtain all permits and licenses necessary for the completion and execution of the work and labor to be performed.
6. _____ I will perform all work in conformance with the terms shown in Article 8 of the General Conditions, Exhibit J.
7. _____ I certify that I will perform all work in conformance with local codes and in conformance with the City of Hattiesburg's CDBG/HOME Contractors Performance Standards, Exhibit K.
8. _____ I agree that I will not discriminate against any persons employed by my company or any applicant for employment with my company because of age, race, color, religion, sex, handicap, familial status, national origin or because of any political or union affiliation. In accordance with 24 CFR Part 8 as required by Section 504 Regulations, there shall be no discrimination on the basis of handicap in admission, access to, treatment or employment in federally assisted programs and activities. The City of Hattiesburg Department of Urban Development shall coordinate compliance of this part and is hereby the designee to handle any grievances concerning violation of these regulations.
9. _____ I will clean construction debris from the dwelling and the site to a dumpster or a code legal dump at least daily, and I will leave the property in a broom clean condition at the end of each work day. Additionally, for dwellings occupied during construction, I will vacuum all occupied spaces at the end of each work day, and the work areas will either be safe for occupant entry or secured to prohibit access. I will acquire approval from Community Development prior to prohibiting access to any work site, and I will notify the owner.
10. _____ I will furnish the original of all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment to the City of Hattiesburg for forwarding to the Homeowner.
11. _____ I understand that a *Request for Payment with Invoice*, and when applicable the *Lien Waiver* and *Release of Lien Waivers* must be completed and submitted according to the Request for Payment Processing Schedule.
12. _____ I understand that payment may be made by percentage of completion, not to exceed 70% until completion of the work, provided this Agreement be then fully executed, subject to the provisions of Article 8 of the General Conditions, Exhibit J.
13. _____ I understand that the homeowner can not authorize any other contractor/individual not associated with the City of Hattiesburg CDBG/HOME Rehabilitation or Repairs Program to make repairs to the premise during the duration of this Grant Agreement.
14. _____ I understand that if any contractor/ individual not associated with the City of Hattiesburg CDBG/HOME Rehabilitation or Repairs program performs any repairs to the premises; it is my responsibility to report it immediately to the Housing Program Inspector or the Housing Coordinator immediately, all the terms of the Grant Agreement may be voided and the grant award to the homeowner forfeited.

This work will be completed for the sum of \$57,875.00.

ALL WORKMANSHIP IS SUBJECT TO A LIMITED WARRANTY FOR A PERIOD OF ONE (1) YEAR.

Norris Construction

Date

CONTRACT ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which I agree to approve the payment in the amount specified in said proposal, and according to the terms thereof, on this the 17th day of August 2021.

Ora Marshall, Signature

Date

Other Homeowner, Signature

Date

City of Hattiesburg – Witness

Date



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, August 17, 2021

Re: Acknowledge bids received August 5, 2021 for the Hall Avenue Infrastructure Project and accept the bid from Grady Crawford Construction Co., Inc. in the amount of \$1,177,187.90; Authorize the mayor to execute contracts upon preparation.
File Number: 2021-1020
Minute Book #

Summary

Acknowledge bids received August 5, 2021 for the Hall Avenue Infrastructure Project and accept the bid from Grady Crawford Construction Co., Inc. in the amount of \$1,177,187.90; Authorize the mayor to execute contracts upon preparation.

Recommendation Statement

I recommend approval of this item.

Please place this on the August 17, 2021 City Council meeting for consideration.



Engineering Progress

August 9, 2021

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

Attn: Lamar Rutland, P.E.

RE: Hall Avenue Infrastructure Improvements
City of Hattiesburg, MS

Dear Lamar:

I have certified the enclosed bid tabulation that represents all bids that were received and opened at 10:00 a.m. on August 5, 2021 for the above referenced project.

The only bid received was from Grady Crawford Construction Co., Inc. of Baton Rouge, LA in the bid amount of One Million, One Hundred Seventy-Seven Thousand, One Hundred and Eighty-Seven Dollars and Ninety Cents (\$1,177,187.90).

Enclosed is a copy of the original bid from Grady Crawford Construction Co., Inc.

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'Shea E. McNease', written over the word 'Sincerely,'.

Shea E. McNease, P.E.
Project Engineer

/md

Enclosures

BID TAB**August 5, 2021****Project: Hall Avenue Infrastructure Improvements****Project No. 12213****Grady Crawford Construction Co.**PO Box 967
Baton Rouge, LA 70821**BASE BID**

Item No.	Item Description	Quantity	Unit	Unit Price	Amount
Sewer Pipe Items					
1	8" SDR 26 PVC Sewer Pipe (0'- 6')	LF	2096	\$47.80	\$100,188.80
2	8" SDR 26 PVC Sewer Pipe (6'- 8')	LF	430	\$52.69	\$22,656.70
3	8" SDR 26 PVC Sewer Pipe (8'- 10')	LF	162	\$59.00	\$9,558.00
4	8" SDR 26 PVC Sewer Pipe (10'- 12')	LF	71	\$82.00	\$5,822.00
5	8" SDR 26 PVC Sewer Pipe (12'- 14')	LF	85	\$127.00	\$10,795.00
6	8" DI Sewer Pipe (0'-6')	LF	880	\$94.80	\$83,424.00
7	Removal of Existing Sewer Line	LF	375	\$7.00	\$2,625.00
8	Abandonment of Existing Sewer Line (All Sizes)	LF	254	\$7.00	\$1,778.00
9	Tracer Wire System for Sewer	LS	1	\$10,575.00	\$10,575.00
Sewer Manhole Items					
10	48" Precast Concrete Sewer Manhole (0' - 6')	EA	12	\$2,888.00	\$34,656.00
11	48" Precast Concrete Sewer Manhole (6' - 8')	EA	4	\$3,632.00	\$14,528.00
12	48" Precast Concrete Sewer Manhole (12' - 14')	EA	1	\$5,431.00	\$5,431.00
13	Demolition and Removal of Existing Manholes (All Types)	EA	8	\$500.00	\$4,000.00
14	Abandonment of Existing Manhole	EA	2	\$300.00	\$600.00
15	Drop Manhole Assembly (All Depths)	EA	1	\$1,556.00	\$1,556.00
Sewer Service Items					
16	4" Sanitary Sewer Service Cleanout	EA	53	\$591.00	\$31,323.00
17	4" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	LF	570	\$31.67	\$18,051.90
18	6" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	LF	1250	\$40.89	\$51,112.50
19	6" DI Pipe for Sanitary Sewer Service (Incl Fittings) (All Depths)	LF	390	\$82.00	\$31,980.00
20	8"x8"x6" PVC Service Tee	EA	40	\$188.00	\$7,520.00
21	8"x8"x6" DI Service Tee	EA	11	\$1,458.00	\$16,038.00

BID TAB		August 5, 2021	Grady Crawford Construction Co.
Project:	Hall Avenue Infrastructure Improvements		PO Box 967
Project No.	12213		Baton Rouge, LA 70821

BASE BID					
	Water Pipe Items				
22	2" & Under 150 PSI PVC Water Pipe for Connections (Open Cut)	LF	80	\$24.00	\$1,920.00
23	4" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	20	\$53.00	\$1,060.00
24	6" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	2400	\$49.00	\$117,600.00
25	8" 200 PSI, DR11, HDPE (Directional Bore) (Incl. adapter fittings)	LF	380	\$104.00	\$39,520.00
26	Tracer Wire System for Water	LS	1	\$5,895.00	\$5,895.00
	Water Connection Items				
27	Cut and Cap Existing Lines	Each	10	\$350.00	\$3,500.00
28	Connection: Prop 6" to Exist 2" (Hot Tap w/ Valve & other fittings)	Each	3	\$1,277.00	\$3,831.00
29	Connection: Prop 6" to Exist 4" (Coupling & other fittings)	Each	1	\$850.00	\$850.00
30	Connection: Prop 6" to Exist 6" (Coupling & other fittings)	Each	2	\$1,062.00	\$2,124.00
31	Connection: Prop 6" to Exist 6" (Hot Tap w/ Valve & other fittings)	Each	2	\$3,645.00	\$7,290.00
32	Connection: Prop 6" to Exist 10" (Hot Tap w/ Valve & other fittings)	Each	1	\$3,750.00	\$3,750.00
33	Connection: Prop 6" to Prop 6" (6"x6"x6" Tee & other fittings)	Each	5	\$1,459.00	\$7,295.00
	Water Valve Items				
34	6" Gate Valve	Each	10	\$1,768.00	\$17,680.00
	Water Fire Protection Items				
35	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	Each	3	\$4,750.00	\$14,250.00
36	Removal of Existing Fire Hydrant	Each	1	\$1,000.00	\$1,000.00

BID TAB		August 5, 2021	Grady Crawford Construction Co.
Project:	Hall Avenue Infrastructure Improvements		PO Box 967
Project No.	12213		Baton Rouge, LA 70821

BASE BID

	Water Service Items				
37	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	Each	23	\$526.00	\$12,098.00
38	Reconnection of Water Service - Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	Each	7	\$478.00	\$3,346.00
39	Residential Service Tubing (Open Cut) (All Sizes)	LF	225	\$7.00	\$1,575.00
40	Residential Service Tubing (Bored) (All Sizes)	LF	665	\$15.00	\$9,975.00
41	Remove and Reset Water Meter	Each	22	\$77.00	\$1,694.00
	Miscellaneous Construction Items				
42	Crushed Aggregate (Size 610)	Ton	1305	\$60.00	\$78,300.00
43	Select Fill Material (Class 9, Group C), LVM	CY	4570	\$9.00	\$41,130.00
44	Concrete Pavement Repair - Driveways (All Depths)	SY	155	\$115.00	\$17,825.00
45	9.5mm Hot Mix Asphalt	Ton	265	\$161.00	\$42,665.00
46	19mm Hot Mix Asphalt	Ton	355	\$194.00	\$68,870.00
47	Concrete Sidewalk Repair (All Depths)	SY	110	\$68.00	\$7,480.00
48	Concrete Curb & Gutter (Match Existing Type)	LF	535	\$37.00	\$19,795.00
49	Class "B" Concrete, Minor Structures – For Pipe Collars	CY	2	\$520.00	\$1,040.00
50	Concrete Conflict Box CB-1 – Per Plans	LS	1	\$2,616.00	\$2,616.00
51	Concrete Conflict Box CB-1 – Per Plans	LS	1	\$2,616.00	\$2,616.00
52	Concrete Box Culvert Modification	LS	1	\$7,485.00	\$7,485.00
53	12" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	LF	16	\$75.00	\$1,200.00
54	15" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	LF	112	\$90.00	\$10,080.00
55	Removal of Existing Pipe Cross Drains (All Sizes and Depths)	LF	64	\$40.00	\$2,560.00
56	Remove, Salvage and Reset Existing Chain Link Fence	LF	12	\$37.00	\$444.00
57	6" Yellow Traffic Stripe – Paint – Hall Ave	LF	1550	\$9.90	\$15,345.00

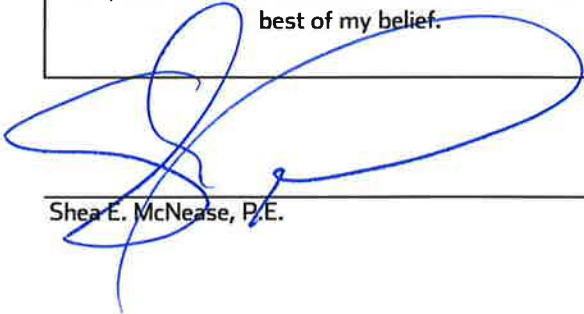
BID TAB	August 5, 2021
Project:	Hall Avenue Infrastructure Improvements
Project No.	12213

Grady Crawford Construction Co.
PO Box 967
Baton Rouge, LA 70821

BASE BID

58	Legend White Traffic Marking (6" Equivalent) – Paint – Hall Ave	LF	265	\$31.00	\$8,215.00
59	6" Yellow Thermoplastic Detail Traffic Stripe	LF	1	\$155.00	\$155.00
60	Legend White Thermoplastic Traffic Marking (6" Equivalent)	LF	60	\$62.00	\$3,720.00
61	Solid Sod (Incl. Sod, Top Soil, Fertilizer, Watering, etc.)	SY	1710	\$9.00	\$15,390.00
62	Landscape Restoration (Inc. Top Soil, Plants, Mulch, Watering, etc.)	SF	100	\$30.00	\$3,000.00
63	Clearing and Grubbing	LS	1	\$6,200.00	\$6,200.00
64	Temporary Erosion Control	LS	1	\$6,785.00	\$6,785.00
65	Maintenance of Traffic	LS	1	\$58,300.00	\$58,300.00
66	Mobilization	LS	1	\$35,500.00	\$35,500.00
Bid Total:					\$1,177,187.90

This is to certify that I have checked the tabulation of the bids received by the City of Hattiesburg on August 5, 2021, and that said tabulation is true and correct to the best of my belief.



Shea E. McNease, P.E.

Comments:



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, August 17, 2021

Re: Acknowledge receipt of proposal for services related to the design and renovation of 1102 Dabbs Street as a community center, approve agreement with Landry Lewis Germany Architects, P.A. and authorize the Mayor to execute in duplicate.
File Number: 2021-806
Minute Book #

Summary

Architectural services for the design and renovation of 1102 Dabbs Street as a community center.

Recommendation Statement

I recommend consideration of this item on the council agenda.

Please place this on the August 17, 2021 City Council meeting for consideration.

AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty-Second day of June in the year Two Thousand Twenty-one
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401

and the Architect:
(Name, legal status, address and other information)

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

for the following Project:
(Name, location and detailed description)

Katie Dabbs Community Center Renovations
1102 Dabbs Street
Hattiesburg, Mississippi 39401
CN 21-3823

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Adaptive re-use renovation to an existing church facility for use as a community center and multipurpose space. Scope of work to include minor reconfiguration of partitioned spaces, restroom, and egress upgrades to the existing building

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

To be determined.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

To be determined

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

To be determined

.2 Construction commencement date:

To be determined

.3 Substantial Completion date or dates:

To be determined

.4 Other milestone dates:

To be determined

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive bid

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Andrew Ellard, Director of Urban Development
or such other person as may be identified.

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

To be determined

.2 Civil Engineer:

To be determined

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

To be determined

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Shane Germany, AIA, or such other person as may be identified.

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

To be determined

.2 Mechanical Engineer:

To be determined

.3 Electrical Engineer:

To be determined

§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

§ 1.1.12 Other Initial Information on which the Agreement is based:

N/A

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

(Paragraph deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars - Two Million Dollars (\$ One Million Dollars - Two Million Dollars) for each occurrence and One Million Dollars - Two Million Dollars (\$ One Million Dollars - Two Million Dollars) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ One Million Dollars) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident, One Million Dollars (\$ 1,000,000.00) each employee, and One Million (\$ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per claim and One Million Dollars (\$ 1,000,000.00) in the aggregate.

§ 2.5.7 N/A

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5 upon request

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent

tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	N/A
§ 4.1.1.2 Multiple preliminary designs	N/A
§ 4.1.1.3 Measured drawings	N/A
§ 4.1.1.4 Existing facilities surveys	N/A
§ 4.1.1.5 Site evaluation and planning	N/A
§ 4.1.1.6 Building Information Model management responsibilities	N/A
§ 4.1.1.7 Development of Building Information Models for post construction use	N/A
§ 4.1.1.8 Civil engineering	N/A
§ 4.1.1.9 Landscape design	N/A

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.10 Architectural interior design	N/A
§ 4.1.1.11 Value analysis	N/A
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	N/A
§ 4.1.1.13 On-site project representation	N/A
§ 4.1.1.14 Conformed documents for construction	N/A
§ 4.1.1.15 As-designed record drawings	N/A
§ 4.1.1.16 As-constructed record drawings	N/A
§ 4.1.1.17 Post-occupancy evaluation	N/A
§ 4.1.1.18 Facility support services	N/A
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect's coordination of the Owner's consultants	N/A
§ 4.1.1.21 Telecommunications/data design	N/A
§ 4.1.1.22 Security evaluation and planning	N/A
§ 4.1.1.23 Commissioning	N/A
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25 Fast-track design services	N/A
§ 4.1.1.26 Multiple bid packages	N/A
§ 4.1.1.27 Historic preservation	N/A
§ 4.1.1.28 Furniture, furnishings, and equipment design	N/A
§ 4.1.1.29 Other services provided by specialty Consultants	N/A
§ 4.1.1.30 Other Supplemental Services	N/A

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 As Needed (As Needed) visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the

Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

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

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the

interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Ten Percent (10%) of fee for work not completed based on the compensation percentages.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect

for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

N/A

- .2 Percentage Basis
(Insert percentage value)

Eight (8.00) % of the Cost of the Work minus \$4900 credit for work completed under separate contract for pre-liminary design, as calculated in accordance with Section 11.6.

- .3 Other
(Describe the method of compensation)

See attached letter dated February 16, 2021.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Principal/Architect	\$200.00 per hour
Project Manager	\$165.00 per hour
Construction Administration	\$180.00 per hour
Senior Drafting	\$140.00 per hour
Drafting	\$115.00 per hour
Clerical	\$90.00 per hour

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Zero percent (0.00%), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Rates as listed in Section 11.3

Employee or Category

Rate (\$0.00)

Init.

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0.00 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

N/A

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

1.50 % monthly

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

N/A

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

N/A

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

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

N/A

☐ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

N/A

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

N/A

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

OWNER *(Signature)*

Toby Barker, Mayor

(Printed name and title)

ARCHITECT *(Signature)*

Shane Germany, Partner

(Printed name, title, and license number, if required)



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, August 17, 2021

Re: Acknowledge the bids received July 22, 2021 for demolition services and accept the bid from Barnett Concrete Work, LLC in the amount of \$29,000 as the lowest and best bid.
File Number: 2021-964
Minute Book #

Summary

Bids for demolition of menace properties in accordance with MCA 21-19-11.

Recommendation Statement

I recommend accepting the bid of Barnett Concrete Work, LLC in order to proceed with the noted demolitions.

Please place this on the August 17, 2021 City Council meeting for consideration.

BARNETTE Concrete LLC

Bid For Demolition

FILED

JUL 20 2021

BY *Carolyn A. G...* CIVIL CLERK
DEPUTY US DISTRICT COURT
2:24 pm

**CDBG DEMOLITION
DEMOLITION & LOT CLEARING AUGUST 2021
BID FORM**

NAME OF COMPANY BARNETT Concrete WORK LLC
STREET/P.O. BOX ADDRESS 137 Red Roan Rd.
CITY/STATE & ZIP CODE Hattiesburg, MS 39402
PHONE NUMBER (DAY AND NIGHT) 601 573-1949
FAX NUMBER _____
DATE OF BID 7-20-21
COMPANY OFFICIAL'S NAME & TITLE Emanuel Barnett
SOCIAL SECURITY OR EMPLOYER ID NUMBER 640918164

Bidders are to provide the cost of demolition and debris removal of each individual property below, **and** provide the sum of all properties on the "Grand Total" line.

1) 725 Atlanta Street	<u>\$3,500.00</u>
2) 1504 1/2 Main Street	<u>\$4,200.00</u>
3) 508 Ruby Street	<u>\$2,800.00</u>
4) 418 East 8 th Street	<u>\$3,800.00</u>
5) 19 Conner Lane	<u>\$1,320.00</u>
6) 810 Whitney Street	<u>\$4,500.00</u>
7) 118 Tuscan Avenue	<u>\$3,500.00</u>
8) 715 McKinley Street	<u>\$3,500.00</u>
9) 1012 Spencer Street	<u> </u>

GRAND TOTAL

\$29,000.00

Does the company claim Emerging Business Enterprise status pursuant to Resolution 2020-326

Yes or No (circle one)

No

Will the bidder commit to subcontracting any portion of the contract to an Emerging Business Enterprise?

Yes or No (circle one)

If yes, quantify the amount of commitment \$

COMPANY OFFICIAL'S SIGNATURE

DATE

7-20-21



BARNCON-03

DFLOYD

DATE (MM/DD/YYYY)
4/23/2021

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SouthGroup Jackson 2 5760 I-55 N., Suite 200 Jackson, MS 39211	CONTACT NAME: Dale Floyd	
	PHONE (A/C, No, Ext): (601) 544-2122 FAX (A/C, No):	
	E-MAIL ADDRESS: dale.floyd@southgroup.net	
INSURED Barnett Concrete Work LLC 137 Red Roan Rd Hattiesburg, MS 39402	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Builders Mutual Insurance Co	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:	X	X	CPP0083763-02	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	WCP1064818-02	4/1/2021	4/1/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

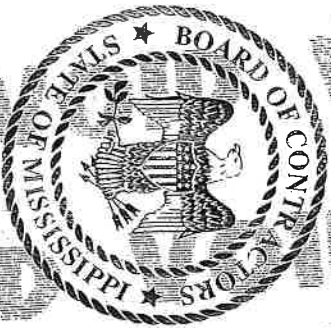
CERTIFICATE HOLDER

CANCELLATION

City of Hattiesburg
Office of the City Clerk
200 Forrest Street
Hattiesburg, MS 39402

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



State of Mississippi

BOARD OF CONTRACTORS

ACTIVE

BARNETT CONCRETE WORK, LLC

P.O. BOX 16964

HATTIESBURG, MS 39404

is duly registered and entitled to perform

- 1) ASBESTOS ABATEMENT OR REMOVAL
- 2) CONCRETE
- 3) REMODELING

We have heretofore set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 23 day of July, 2020

CERTIFICATE OF RESPONSIBILITY

No. 18159-SC

Expires Jul. 23, 2021

Joel A. Carroll

CHAIRMAN OF THE BOARD

Holliday Construction, LLC

534 HWY 26 East, Poplarville, MS 39470

Office: (601) 795-4389

Fax: (601) 795-2854

FILED

JUL 21 2021

BY  CITY CLERK
DEPUTY CLERK *9:24 am*

CITY OF HATTIESBURG

ATTN: KERMAE EATON / CITY CLERK

200 FORREST ST,

HATTIESBURG, MISSISSIPPI 39401

BID FOR:

DEMOLITION AND LOT CLEARING AUGUST 2021

BID DUE:

JULY 22, 2021 AT 10:00AM

CERTIFICATE OF RESPONSIBILITY NUMBER: 13111 - MC

**CDBG DEMOLITION
DEMOLITION & LOT CLEARING AUGUST 2021
BID FORM**

COPY

NAME OF COMPANY HOLLIDAY CONSTRUCTION, LLC
STREET/P.O. BOX ADDRESS 534 HWY 26 E
CITY/STATE & ZIP CODE Poplarville, MS 39470
PHONE NUMBER (DAY AND NIGHT) 601-795-4389
FAX NUMBER 601-795-2854
DATE OF BID July 21, 2021
COMPANY OFFICIAL'S NAME & TITLE Scott Holliday - Owner
SOCIAL SECURITY OR EMPLOYER ID NUMBER 64-0945906

Bidders are to provide the cost of demolition and debris removal of each individual property below, **and** provide the sum of all properties on the "Grand Total" line.

1) 725 Atlanta Street	<u>12,000.⁰⁰</u>
2) 1504 1/2 Main Street	<u>12,000.⁰⁰</u>
3) 508 Ruby Street	<u>12,000.⁰⁰</u>
4) 418 East 8 th Street	<u>12,000.⁰⁰</u>
5) 19 Conner Lane	<u>12,000.⁰⁰</u>
6) 810 Whitney Street	<u>12,000.⁰⁰</u>
7) 118 Tuscan Avenue	<u>12,000.⁰⁰</u>
8) 715 McKinley Street	<u>12,000.⁰⁰</u>
9) 1012 Spencer Street	<u>12,000.⁰⁰</u>
GRAND TOTAL	<u>108,000.⁰⁰</u>

Does the company claim Emerging Business Enterprise status pursuant to Resolution 2020-326

Yes or No (circle one)
☒ Yes ☐ No

Will the bidder commit to subcontracting any portion of the contract to an Emerging Business Enterprise?

Yes or No (circle one)

If yes, quantify the amount of commitment \$ 0.00

COMPANY OFFICIAL'S SIGNATURE



DATE 7 | 21 | 2021

MSP ENTERPRISES LLC

683 R V Lindley Road
Moselle, MS 39459

FILED

JUL 21 2021

BY Curtis L. Orr CITY CLERK
DEPUTY CLERK 8:47 a.m.

Bid: Demolition and Lot Clearing August 2021
Date of Bid Opening - July 22, 2021

**CDBG DEMOLITION
DEMOLITION & LOT CLEARING AUGUST 2021
BID FORM**

NAME OF COMPANY MSP Enterprises LLC
STREET/P.O. BOX ADDRESS 683 RY Lindley Road
CITY/STATE & ZIP CODE Noselle, MS 39459
PHONE NUMBER (DAY AND NIGHT) 601-270-3702 601-606-1335
FAX NUMBER 601-544-5749
DATE OF BID July 22, 2021
COMPANY OFFICIAL'S NAME & TITLE Mike Patterson, Owner
SOCIAL SECURITY OR EMPLOYER ID NUMBER 461073063

Bidders are to provide the cost of demolition and debris removal of each individual property below, and provide the sum of all properties on the "Grand Total" line.

1) 725 Atlanta Street	\$ 6078.-
2) 1504 1/2 Main Street	\$ 4700.-
3) 508 Ruby Street	\$ 3946.-
4) 418 East 8 th Street	\$ 7634.-
5) 19 Conner Lane	\$ 5680.-
6) 810 Whitney Street	\$ 11,996.-
7) 118 Tuscan Avenue	\$ 5680.-
8) 715 McKinley Street	\$ 4954.-
9) 1012 Spencer Street	\$ 15,620.-
GRAND TOTAL	\$ 66,288.-

Does the company claim Emerging Business Enterprise status pursuant to Resolution 2020-326

Yes or No (circle one)

Will the bidder commit to subcontracting any portion of the contract to an Emerging Business Enterprise?

Yes or No (circle one)

If yes, quantify the amount of commitment \$50,000

COMPANY OFFICIAL'S SIGNATURE

Mike Patterson

DATE

7/22/2021

OFFICE OF THE
TREASURER
STATE OF NEW YORK

Privilege Tax License

4179-6 (REV. 10-20-80, 10-20-81)

NAME: _____
ADDRESS: _____
CITY: _____

DATE OF BIRTH: _____
SEX: _____
RACE: _____
HEIGHT: _____
WEIGHT: _____
EYES: _____
HAIR: _____
SKIN: _____
TATTOOS: _____
SCARS: _____
OTHER: _____

DATE OF ISSUE: _____
EXPIRATION DATE: _____
FEE: _____

Carole L. [Signature]

THE STATE OF NEW YORK SHALL BE RESPONSIBLE FOR THE REVENUE OF THIS LICENSE.

State of Mississippi

BOARD OF CONTRACTORS

ACTIVE

MSP ENTERPRISES LLC
683 R V LINDLEY RD
MOSELLE, MS 39459

is duly registered and entitled to perform

BUILDING CONSTRUCTION

(This document is not an award and cannot be filed of the Mississippi Board of Contractors to be signed this 22nd day of July, 2021)

CERTIFICATE OF RESPONSIBILITY

No. 23400-MC

Expires Sep. 22, 2021

Paul A. Canale
CHAIRMAN OF THE BOARD



Business Information

Business: Terry's Backhoe and Tree Service, LLC

Contact Last Name: Jarrell

Contact First Name: Lynda

Initial:

Business Phone: 601-606-1335

Cell Phone: 601-606-1336

Email: lyndajarrell@bellsouth.net

Established on: 09/10/2003

Minority Owned: No

Woman Owned: Yes

Social Media Links

Web Site: Web Site

Facebook: Facebook

Twitter: Twitter

LinkedIn: LinkedIn

Physical Address

Address 1: 90 L J Farm Rd

Address 2:

City: Petal

State: MS

Zip: 39465

County: Forrest

☐ Copy Physical Address to Mailing Address?

Mailing Address

Address 1: 90 L J Farm Rd

Address 2: Mail Address 2

City: Petal

State: MS

Zip: 39465

NAICS Codes

Find NAICS Codes

NAICS Search

Codes Selected: 561730 | Landscaping Services

Remove Selected Code

Remove All Codes

Worked For MS State Agencies, Public Univ or Comm Colleges

Has your business worked for MS State Agencies, Public Universities or Community/Junior Colleges? No

Find Other Agency

Agency Search

Agencies Selected

None

Privilege Tax License

Expires: 12/31/2022

Reg ID: 014363-2020

License Number: LIC-12-20-020640

CITY OF HATTIESBURG, MISSISSIPPI

12/23/2020

Date Issued



TERRY'S BACKHOE & TREE SERVICE LLC

Name

Type of Occupation: General Contractor

27-17-9

90 L J FARM RD
PETAL MS 39465

Location

90 L J FARM RD
PETAL MS 39465

Mailing Address

Authorized Signature

This license shall not make lawful any act or thing declared to be unlawful by the State of Mississippi.



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, August 17, 2021

Re: Adopt an order to approve the sale of a personal service weapon to retired Lieutenant Christopher Johnson pursuant to Mississippi Code 45-9-131.
File Number: 2021-1039
Minute Book #

Summary

Approve the sale of a personal service weapon retired Lieutenant Christopher Johnson

Recommendation Statement

Please place this on the August 17, 2021 City Council meeting for consideration.



HATTIESBURG POLICEMEN'S BENEFIT FUND, Inc.

300 KLONDYKE STREET
HATTIESBURG, MISSISSIPPI 39401



August 9, 2021

Chief Peggy Sealy
Hattiesburg Police Department
300 Klondyke Street
Hattiesburg, MS 39401

Ref: Lieutenant Christopher Johnson's Service Weapon

Dear Chief Sealy,

This is my request asking the Hattiesburg Police Department to allow the Hattiesburg Police Benevolent Association to purchase a service weapon for Lieutenant Christopher Johnson.

Lieutenant Christopher Johnson's, (**Glock 17 9mm caliber asset ID# (New) serial number BSHT920**), on Johnson's behalf for a sum of one hundred dollars (\$100.00).

Lieutenant Christopher Johnson retired from Hattiesburg Police Department on June 25, 2021 and this is a procedure we have approved for other retiring officers and it is allowed under the MS law, statute 45-9-131.

Should you need any additional information, please don't hesitate to contact me.

Sincerely,

Capt. Shannon Harris, President
Hattiesburg Police Department's Benevolent Assoc.
601-554-3749 *Phone*
601-545-4937 *Fax*



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, August 17, 2021

Re: Adopt an order to approve the sale of a personal service weapon to retired Major Michael Fleming pursuant to Mississippi Code Annotated 45-9-131.
File Number: 2021-1019
Minute Book #

Summary

Approve the sale of a personal service weapon for retired Major Michael Fleming

Recommendation Statement

Please place this on the August 17, 2021 City Council meeting for consideration.



HATTIESBURG POLICEMEN'S BENEFIT FUND, Inc.

300 KLONDYKE STREET
HATTIESBURG, MISSISSIPPI 39401



August 9, 2021

Chief Peggy Sealy
Hattiesburg Police Department
300 Klondyke Street
Hattiesburg, MS 39401

Ref: Major Michael Fleming's Service Weapon

Dear Chief Sealy,

This is my request asking the Hattiesburg Police Department to allow the Hattiesburg Police Benevolent Association to purchase a service weapon for Major Michael Fleming.

Major Michael Fleming's, (**Glock 17 9mm caliber asset ID# (New) serial number BSHT924**), on Fleming's behalf for a sum of one hundred dollars (\$100.00).

Major Michael Fleming retired from the Hattiesburg Police Department on June 25, 2021 and this is a procedure we have approved for other retiring officers and it is allowed under the MS law, statue 45-9-131.

Should you need any additional information, please don't hesitate to contact me.

Sincerely,

Capt. Shannon Harris, President
Hattiesburg Police Department's Benevolent Assoc.
601-554-3749 *Phone*
601-545-4937 *Fax*



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Peggy Sealy, Assistant Chief of Police

cc:

Date: Tuesday, August 17, 2021

Re: Approve and authorize Mayor to execute in duplicate the MS Department of Public Safety, Office of Highway Safety FY2022 154 Alcohol Grant Agreement in the amount of \$85,899.56.
File Number: 2021-1015
Minute Book #

Summary

MS Office of Highway Safety FY2022 154 Alcohol Grant Agreement

Recommendation Statement

I recommend approval and authorization for Mayor to execute in duplicate the MS Department of Public Safety, Office of Highway Safety FY2022 154 Alcohol Grant Agreement in the amount of \$85,899.56.

Please place this on the August 17, 2021 City Council meeting for consideration.



**MISSISSIPPI
Office of Highway Safety**

August 6, 2021

Toby Barker, Mayor
City of Hattiesburg
Hattiesburg Police Department
300 Klondyke Street
Hattiesburg, MS 39401

Project Number: **154AL-2022-ST-21-51** **Conditional**
Funding Source and Title: **154 Alcohol**

Dear Toby Barker:

Enclosed please find the Mississippi Office of Highway Safety (MOHS) and **Hattiesburg Police Department** Grant Agreement for the Fiscal Year 2022. Your agency has been approved for **154 Alcohol** funding, in the amount of **\$85,899.56**, pending final review and approval by NHTSA in the FY22 Highway Safety Plan.

The enclosed agreement is not fully executed until both the agency Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.) and the MOHS Office Director, have signed and dated the agreement. Grant activities are not to be implemented and performed, until the agency receives a fully executed copy of the agreement. A copy of the executed agreement, will be provided to the agency after the required Grant Implementation meeting.

All FY22 grant activities begin October 1, 2021 and must be concluded by September 30, 2022. In addition, the FY22 Sub-Grantee Closeout Report must be received by the Mississippi Office of Highway Safety, no later than 5:00 p.m. on November 15, 2022.

Please thoroughly read the Fiscal Control and Fund Accounting Procedures, Grant Agreement, Certifications and Assurances, as changes have been made for FY22. **Your completed original copy grant agreement and all required documents must be returned to the MOHS by 5:00 p.m. on September 1, 2021.** Please make sure that you complete items 1-9 in their entirety and all documents are an original signature signed in BLUE ink by the Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.).

1. MOHS Fiscal Control and Fund Accounting Procedures
2. Signature Page
3. State Certification and Assurance: Pursuit Policies; (Enforcement grants only)
4. Enclose a copy of your agency's Pursuit Policy (Enforcement grants only)
5. Assurance of Understanding Requirement for Sub-grantees
6. Local Governmental Resolution Agreement and Authorization to Proceed (If Applicable)
7. Designation of Secondary Signatory Official Form (If Applicable)
8. Enclose a copy of your agency's leave policy (policy should include personal, vacation, sick, holiday, and military leave)
9. Enclose a copy of your agency's overtime policy and a payroll schedule (schedule should include beginning and ending dates of pay periods and paycheck dates for October 1, 2021–September 30, 2022)

Mississippi Office of Highway Safety 1025 Northpark Drive, Ridgeland, Mississippi 39157

Failure to return your completed grant agreement and required documents by the above date may result in the reallocation of grant funds. Please mail the original completed grant agreement and all required documents to the following address:

Mississippi Office of Highway Safety
Attn: Kimberly Harris, Office Manager
1025 Northpark Drive
Ridgeland, MS 39157

Please feel free to contact me at awilkerson@dps.ms.gov or 601-977-3722 if you should have any questions concerning the completion of the grant agreement.

Sincerely,



Amisha Wilkerson, Bureau Director
Mississippi Office of Highway Safety
Mississippi Department of Public Safety Planning



August 6, 2021

Toby Barker, Mayor
City of Hattiesburg
Hattiesburg Police Department
300 Klondyke Street
Hattiesburg, MS 39401

Project Number: **154AL-2022-ST-21-51** **Conditional**
Funding Source and Title: **154 Alcohol**

Dear Toby Barker:

The City of Hattiesburg / Hattiesburg Police Department FY22 Grant Agreement is being awarded on **“conditional status”** due to the following:

- Audit findings listed in the Audit Report.

The conditional status was placed on the grant after completing an FY22 MOHS Risk Assessment and review of your agency’s Audit Report submitted with the grant application. Additional project monitoring and technical assistance will be provided to ensure compliance of federal and state guidelines as outlined in your Grant Agreement. The grant will remain with a “conditional status” until the audit findings are removed.

If you should have any questions or wish to discuss the “conditional status” of this Grant Agreement, please contact me at awilkerson@dps.ms.gov or 601-977-3722.

Sincerely,

A handwritten signature in blue ink that reads "Amisha Wilkerson".

Amisha Wilkerson, Bureau Director
Mississippi Office of Highway Safety
Mississippi Department of Public Safety Planning

Cc: Helen Porter, MOHS Director

Mississippi Office of Highway Safety 1025 Northpark Drive, Ridgeland, Mississippi 39157

Mississippi Office of Highway Safety Fiscal Control and Fund Accounting Procedures

Federal regulations prohibit the commingling of Federal grant funds with funds from other sources and require grant recipients to maintain separate accounting over grant funds to ensure the funds are used for authorized purposes only. Federal grant funds cannot be commingled with general operating funds.

The Mississippi Office of Highway Safety has established the following criteria that must be met by all agencies receiving MOHS funds:

All recipients of MOHS funds are required to follow the federal regulations prohibiting the commingling of federal funds and maintain appropriate financial records that fully disclose the amount and disposition of MOHS funds received. Adequate record keeping includes financial documentation for disbursements.

All recipients of MOHS funds will follow the requirement above, establish and maintain both fiscal and program controls and funds accounting procedures acceptable to the Mississippi Office of Highway Safety, to assure the proper expenditure and disbursement of all funds and for program management and execution. Books and records will be kept and maintained until audited by the MOHS, federal granting agency, Office of the Inspector General, or any other agency requesting records, who shall have the right to access to any pertinent books, documents, papers, or other records of the sub-grantee, which are pertinent to the award, in order to make audits, examinations, excerpts and transcripts. The rights to access are limited to the required retention period, but last as long as the records are retained (Reference 2CFR 200.337). Records must be maintained for a period of at least three years. Before destruction of any record, written approval must be obtained from the Mississippi Office of Highway Safety. These records include, but are not limited to:

- Financial report covering expenditures of the grant
- General ledger, cash receipts journals, cash disbursements journals, and other subsidiary records
- Approved budget and subsequent modifications
- Indirect cost allocation plans
- All invoices, billings, and reporting worksheets
- All personnel records of individuals paid with grant funds, including time sheets,
- wage authorization, tax withholdings forms, employment applications and other relevant data
- Inventory records for all property purchased with grant funds showing acquisition data, cost of property, identification number, bid information, and the use of the property
- Bank statements and reconciliations;
- Internal and external audit reports and project evaluation

We have read and understand all Fiscal Control and Fund Accounting Procedures as shown above and agree to comply with these conditions in the operation of the grant.

8/17/2021

**Authorizing Official's Signature
(Mayor, Board President, Commissioner, Director)**

Toby Barker

Date

Mayor

Print Authorizing Official's Name

Authorizing Official's Title

FY22 MOHS GRANT AGREEMENT

MS Office of Highway Safety

1025 Northpark Drive

Ridgeland, MS 39157

Phone: (601) 977-3700; Fax: (601) 977-3701

1. Sub-grantee's Name & Mailing Address: City of Hattiesburg Hattiesburg Police Department 300 Klondyke Street Hattiesburg, MS 39401 Telephone Number: (601) 544-7900 E-Mail: jshows@hattiesburgms.com		2. Effective Date of Grant: October 1, 2021			
		3. Subgrant Number: 154AL-2022-ST-21-51 Conditional			
		4. Grant Identifier (Funding Source & Year): 154 Alcohol FY22			
		5. Beginning and Ending Dates: October 1, 2021 – September 30, 2022			
		6. Subgrant Payment Method: <u> X </u> Cost Reimbursement Method			
7. CFDA # - 20.607		8. DUNS # - 079448130 UEI # -		9. Congressional District: 4	
10. A:FAIN #: 69A37518300001540MSA 69A37519300001540MSA		11.A: Initial Federal Award Date: 5/2/2018 4/17/2019		11.C: Additional Federal Award Date:	
10.B. Federal Awarding Agency: NHTSA		11.B: Secondary Federal Award Date:		12. Research and Development Grant: ____ Yes <u> X </u> No Continuation Grant: <u> X </u> Yes ____ No	
13. The following funds are obligated:					
A. COST CATEGORY		B. SOURCE OF FUNDS		C. MATCH	D. RATIO%
(1) Personal Services-Salary	\$85,899.56	(1) Federal	\$85,899.56		
(2) Personal Services-Fringe	\$0.00	(2) State			
(3) Contractual Services	\$0.00	(3) Local			
(4) Travel	\$0.00	(4) Other			
(5) Equipment	\$0.00	Total:			
(6) Commodities	\$0.00	E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:			
(7) Indirect Costs	\$0.00	Number of Grants: 1	154AL		
TOTAL	\$85,899.56	TOTAL:	\$85,899.56		
The Sub-Grantee agrees to operate the program outlined in this Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes: Sub-Grantee Signature Sheet; Sub-Grantee Targets, Performance Measures and Strategies; Task by Quarter; Cost Summary Support Sheet; Agreement of Understanding and Compliances, Designation of Secondary Official (If Applicable)					
All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Grantee, are also incorporated into this agreement, and Sub-Grantee agrees to fully comply therewith.					
14. Approved for Grantee:		15. Approved for Sub-Grantee: 8/17/2021			
Signature _____ Date _____ Name: Helen Porter Title: Office Director, MS Office of Highway Safety		Signature _____ Date _____ Name: Toby Barker Title: Mayor, City of Hattiesburg			

FY22 Sub-Grantee Project Description (Law Enforcement):

MOHS Law Enforcement grant programs are provided with Federal grant funds to local police departments, sheriff's and state agencies for enforcement in jurisdictions all across Mississippi. All jurisdictions will provide enforcement, for hours that are specified in each agency Agreement, in support of the DUI program. These enforcement grants will be coordinated with the national campaigns, along with any state blitz campaigns that the MOHS develops for FY22.

All law enforcement agencies participating in the MOHS Law Enforcement grant program will utilize data to target the need and deploy resources based on problem identification and traffic trends in the agency locale and make adjustments to the program as needed.

Law Enforcement agencies use the funding for salaries (Individual Officer and part-time) that has been reviewed and approved by the MOHS. All information on budget can be found in the agency budget. The agency will generate at least (1) earned media campaign during the blitz campaigns.

FY22 Sub-Grantee-Target(s), Performance Measures and Strategies

Agency Name: City of Hattiesburg / Hattiesburg Police Department

List the target(s) that the Sub-Grantee will accomplish during the FY22 grant year. Performance measures should be set to help the Sub-Grantee accomplish the target(s) for the grant year. Strategies must be listed to show how the strategies will be implemented to meet the performance measures and to accomplish the target(s) set by the agency.

Target(s):

The jurisdiction/agency of Hattiesburg Police Department will maintain the number of alcohol related fatalities from 1 in 2019 to 1 by the end of 2022.

The jurisdiction/agency of Hattiesburg Police Department will reduce the number of alcohol related injuries from 34 in 2019 to 33 by the end of 2022.

Performance Measures:

Increase the number of grant funded DUI Arrest from 76 in FY20 to 85 in FY22.

Strategies:

Select or Hire Individual Officer and Overtime Enforcement

SFST Instructor

7 Checkpoints

7 Saturation Patrols

Conduct at least 2 alcohol education outreach activities/presentations

Generate Earned Media

Publicize patrol activities results (after occurrence)

Attend Troop LEL Network Meeting

Participate in the National blitz campaigns with enhanced DUI enforcement:

Drive Sober or Get Pulled Over – Christmas/ New Year's

Drive Sober or Get Pulled Over – Labor Day

Participate in the State blitz campaigns with enhanced DUI enforcement: Super Bowl, Memorial Day, 4th of July

FY22 MOHS TASKS BY QUARTERS

AGENCY NAME: City of Hattiesburg / Hattiesburg Police Department

PROJECTION TASKS BY QUARTERS:

SCHEDULE PROJECTION OF TASKS BY QUARTERS									
--	--	--	--	--	--	--	--	--	--

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

1st QUARTER (OCTOBER, NOVEMBER & DECEMBER)

Conduct not less than 2 checkpoints during quarter.

Conduct not less than 2 saturation patrols during quarter.

Issue a minimum of 22 DUI Arrest citations during quarter, to reach a goal of 85 for FY2022.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the Drive Sober or Get Pulled Over national Christmas/New Year's blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations.

Projected Expenditures for 1st Quarter: \$21,474.89

FY22 MOHS TASK BY QUARTERS

AGENCY NAME: City of Hattiesburg / Hattiesburg Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

2nd QUARTER (JANUARY, FEBRUARY & MARCH)

Conduct not less than 2 checkpoints during quarter.

Conduct not less than 2 saturation patrols during quarter.

Issue a minimum of 21 DUI Arrest citations during quarter, to reach a goal of 85 for FY2022.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the Drive Sober or Get Pulled Over national Christmas/New Year's blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations.

Projected Expenditures for 2nd Quarter: \$21,474.89

FY22 MOHS TASK BY QUARTERS

AGENCY NAME: City of Hattiesburg / Hattiesburg Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

3RD QUARTER (APRIL, MAY & JUNE)

Conduct not less than 1 checkpoints during quarter.

Conduct not less than 1 saturation patrols during quarter.

Issue a minimum of 21 DUI Arrest citations during quarter, to reach a goal of 85 for FY2022.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the State Memorial Day blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations.

Projected Expenditures for 3rd Quarter: \$21,474.89

FY22 MOHS TASK BY QUARTERS

AGENCY NAME: City of Hattiesburg / Hattiesburg Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

4TH QUARTER (JULY, AUGUST & SEPTEMBER)

Conduct not less than 2 checkpoints during quarter.

Conduct not less than 2 saturation patrols during quarter.

Issue a minimum of 21 DUI Arrest citations during quarter, to reach a goal of 85 for FY2022.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the State 4th of July and Drive Sober or Get Pulled Over national Labor Day blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations.

Projected Expenditures for 4th Quarter: \$21,474.89

FY22 Mississippi Office of Highway Safety-Cost Summary Support Sheet

1. Applicant Agency: City of Hattiesburg / Hattiesburg Police Department				
2. Subgrant Number: 154AL-2022-ST-21-51		3. Grant ID: 154 Alcohol		4. Beginning: October 1, 2021
5. Ending: September 30, 2022				
6. Activity: DUI Enforcement				
7. Category & Line Item	8. Description of item and/or Basis for Valuation	9. Budget		
		Federal	All Other	Total
Personal Services-Salary	Individual Officer @ approx. \$19.71 X @ approx. 2236 hours = \$44,071.56 Officers over-time or regular time above and beyond normal work hours @ approx. \$26.16 X @ approx. 1600 hours = \$41,856.00 not to exceed \$41,828.00 Total Salaries= \$85,899.56	\$85,899.56		\$85,899.56

TOTALS	\$85,899.56		\$85,899.56
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Mississippi Office of Highway Safety

FY22 Agreement of Understanding and Compliance

This Agreement made and entered into by and between the State of Mississippi by and through the MS Office of Highway Safety, hereinafter referred to as State, and the Governmental Unit or agency named in this application, hereinafter referred to as Sub-Grantee.

WHEREAS, the National Highway Traffic Safety Act of 1966, as amended, provides Federal funds to the State for approved highway safety projects for the purpose of reducing injuries and fatalities as result of motor vehicle crashes, and

WHEREAS, the State may make said funds available to state, county, and municipal agencies and/or government or political subdivisions and/or non-profit entities upon application and approval by State and the National Highway Traffic Safety Administration (NHTSA) if applicable, and

WHEREAS, the Sub-Grantee must comply with the requirements listed herein, to be eligible for Federal funds in approved highway safety projects, and

WHEREAS, the State is obligated to reimburse NHTSA out of its funds for any ineligible or unauthorized expenditures for which Federal funds have been claimed and payment received, and

WHEREAS, the Sub-Grantee has submitted an application for Federal funds for highway safety projects:

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

I. REIMBURSEMENT OF ELIGIBLE EXPENSES

- A. It is mutually agreed that upon written application by Sub-Grantee and approval by State and NHTSA (if applicable), State will obligate Federal funds to Sub-Grantee account for reimbursement of eligible expenditures as set forth in the application.
- B. It is understood that the State has the right to monitor and pre-audit any and all claims presented for reimbursement. Arrangements have been made for the financial and compliance audit required by 2CFR Subpart F, which is to be conducted within the prescribed audit reporting cycle (failure to furnish an acceptable audit, as determined by the cognizant Federal agency, may result in denial or require return of Federal funds). It is mutually agreed and promised that Sub-Grantee reimburse State for any ineligible or unauthorized expenditure for which Federal funds have been claimed and payment received as determined by a State or Federal audit.
- C. It is also understood, pursuant to 2 CFR 200.337, the awarding agency and the Comptroller General of the United States, or any of their authorized representatives (such as National Highway Traffic Administration otherwise known as NHTSA), shall have the right of access to any pertinent books, documents, papers, or other records of grantees and Sub-Grantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.
- D. It is further agreed that where reimbursement is made to Sub-Grantee in installments, State shall have the right to withhold any installments to make up reimbursement(s) received for any ineligible or unauthorized expenditure until such time as the ineligible claim is made up or corrected by Sub-Grantee.

- E. Unless otherwise directed, Sub-Grantees must submit monthly reimbursement, activity reports and back up documentation, by the **10th working day** of the following month to receive reimbursement for project activities. Reports reflect the status of project implementation and progress toward reaching goals. Each activity report shall describe the project status and shall be submitted to the State, no later than the 10th working day following the end of the month.
- F. Final Closeout Report and Reimbursement Claim with all required documentation must be received to MS Office of Highway Safety within forty-five (45) days of completion of the project **(Close of Business (COB) November 15th)**. Appropriate forms will be provided to the Project Director. All required due dates for MOHS documents are provided in the Project Director's Guide.

Any Sub-Grantee delinquent in submitting monthly reimbursement, monthly activity, and/or final accomplishment reports, or incomplete progress reports that lack sufficient detail of progress during the period in question, may be subject to having submitted reimbursement requests delayed, pending additional justification. Once completed reports are received, reimbursement requests will be processed.

II. ON-SITE MONITORING AND EVALUATION

Pursuant to Federal guidelines, the State has developed a plan for evaluating all projects. Each Sub-Grantee will be required to have at least one (1) on-site monitoring visits during the grant year. All written documents will be reviewed to determine progress, problems and reimbursements of the project. The State evaluates all sub recipient's risk of noncompliance with Federal statutes, regulations and the terms and conditions of the sub-award for the purposes of determining the appropriate level of sub recipient monitoring.

III. PROPERTY AGREEMENT

- Facilities and equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the MS Office of Highway Safety; or the State, by formal agreement with appropriate officials of a political subdivision, State agency, or non-profit entities.
- It is mutually agreed and promised that the Sub-Grantee shall immediately notify the MS Office of Highway Safety, if any equipment purchased under this project ceases to be used in the manner set forth by the project agreement. In such event, Sub-Grantee further agrees to transfer or otherwise dispose of such equipment, as directed by the MS Office of Highway Safety.
- It is mutually agreed and promised by the Sub-Grantee that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the MS Office of Highway Safety.
- It is mutually agreed and promised that the Sub-Grantee shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project.
- Each Sub-Grantee of federal grant funds has a financial management system that complies with the minimum requirements of 2 CFR Part 200 (Super Circular).
- All equipment awarded in this project agreement must be ordered within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, the MS Office of Highway Safety must be notified as to the reason for the delay and projected purchase date of the equipment.
- Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds the title, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.

- A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years for the useful life of the property.
- A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage or theft shall be investigated.
- Adequate maintenance procedures must be developed to keep the property in good and working condition.
- If the Sub-Grantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. Sale of items must be approved by the MOHS.
- Costs for equipment items are allowable only as part of a comprehensive program effort. All approved equipment must be included on the Federal Conformation Product List (CPL), where applicable. Approved equipment purchased with federal funds, must be in compliance of the Buy America Act (23 U.S.C. 313).
- Approved equipment with a purchase price of \$5,000.00, must be approved in writing from the National Highway Traffic Safety Administration, before the purchase of approved equipment purchased with federal funds.

IV. STAFFING

Positions covered by this project that are funded 100% or 2080 enforcement hours must be new positions. If staff of the Sub-Grantee agency is transferred to work on this project, the agency must replace the vacant position with a new hire. Salaries in this project are for the purpose of remuneration for personal services over and above the present manpower level of the agency. All positions require detailed activity documentation, as directed by MS Office of Highway Safety.

The Individual Officer(s) on this project is defined as an officer working enforcement at approximately 2080 hours at an approximate rate of pay per hour.

V. GENERAL PROJECT REQUIREMENTS

- A. Any change to out-of-state travel approved in the Grant Application, must have prior written approval by the MS Office of Highway Safety for changes. Requests for change should be submitted to the MS Office of Highway Safety not less than two (2) weeks before the intended date of travel on Agency letterhead.
 - Out of State Travel - All federal funded **out of state travel** requires expenses incurred to be placed on the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel - All federal funded **in state travel** requires itemized receipts for expenses incurred, as well as the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel - Meals can only be claimed with an overnight hotel stay.
- B. The Mississippi Office of Highway Safety can only reimburse sub-grantees for grant funded activity. If a sub-grantee is on non-grant related activities for more than 15 minutes; after such time, they should revert to their own agency funding.
- C. No budget modification requests will be accepted by the MS Office of Highway Safety after **July 31st**. Any proposed changes in this Agreement that would result in changes in the scope, character, or complexity of the agreement, require a Letter and Budget Modification Request to the MS Office of Highway Safety. Changes to the Agreement will not be effective, until both parties have executed the modification.
- D. Sub-Grantee must submit any proposed agreements for contractual services to the MS Office of Highway Safety. Contractual Services must be submitted forty-five (45) days prior to acceptance, due to the fact that contracts **must have** review and approval by DPS and NHTSA.
- E. Any program income earned by projects financed in whole or in part with Federal funds must be documented and accounted for. Program income earned during the project period shall be retained by the

Sub-Grantee and used for project related expenses or to offset eligible expenses, with the approval of the MS Office of Highway Safety.

- F. Sub-Grantee **must complete** the Authorized Official or Local Government Resolution included within this Agreement, to accept on behalf of the agency that is represented in this Agreement for federal funding to defray the costs of the project described in the award. **Grant Agreements are not effective until both parties (MOHS and the Sub-Grantee) have fully executed (signed and dated) the Grant Agreement.**
- G. Sub-Grantee **must maintain** in the Agency grant file, the most current copy of the following policies with the Application for funding. If Agency does not have a current policy, please inform the MS Office of Highway Safety of the un-availability of the policy.
- Seat belt policy (Must Retain a Copy);
 - Warning citation policy (If Applicable);
 - Pursuit policy (Must Retain a Copy);
 - Checkpoint policy (If Applicable);
 - Saturation patrol policy (If Applicable); and
 - DUI enforcement policy (If Applicable)
 - Agency seat belt survey procedures must be provided if usage rate is identified as a performance measure within agreement (If Applicable)
- H. Sub-Grantee **must submit** to the MS Office of Highway Safety a copy of the following policy(s):
- Agency Payroll Schedule- Payroll period begin and payroll end dates & check date);
 - Agency Leave policy (personal, vacation, sick, holiday, and military); and
 - Agency Overtime Policy
 - Fiscal Control and Fund Accounting Procedures
 - Pursuit Policy (Law Enforcement Only)
 - In-Direct Cost Agreement (If Applicable)
- I. All training received under federal funded programs must be program related and the Sub-Grantee **must** maintain a copy of the certificate of completion and **must** be available for inspection in the Sub-Grantee grant file. A copy of the certificate of completion **must** be submitted to the MOHS for reimbursement of training expenses.
- J. A Property Inventory form **must** be completed for all equipment. All equipment cost exceeding \$1,000.00 and/or all computer equipment, will be tagged with a Department of Public Safety inventory control number. All equipment will be maintained on the MOHS inventory data base. All equipment purchased with grant funds must be available for inspection. A copy of the most current Property Inventory form must be available in the Agency's grant file.
- K. Implementation of Agreement: All Sub-Grantees **are required** to attend a mandatory grant implementation meeting. Failure to attend one (1) of the available mandatory grant implementation meetings will result in rescinding of the grant funds allocated for the project.
- L. Termination of Agreement:
- In the event of Sub-Grantee noncompliance with any of the provisions of this agreement, the MS Office of Highway Safety may terminate this Agreement by giving the Sub-Grantee a thirty (30) day notice. Before issuing notice of termination of this Agreement, the MS Office of Highway Safety, shall allow the Sub-Grantee a reasonable opportunity to correct noncompliance issues. For noncompliance with the

nondiscrimination section of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part.

- The Sub-Grantee may terminate its participation in this agreement by notifying and submitting the required closeout documentation to the MS Office of Highway Safety, thirty (30) days in advance of the termination date.
- Agreements: Unless otherwise authorized in writing by the MS Office of Highway Safety, the Sub-Grantee shall not assign any portion of the work to be performed under this Agreement, or execute any Agreement, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the MS Office of Highway Safety. Any subcontract under this Agreement must include all required and/or applicable clauses and provisions of this agreement.
- Sub-Grantee failure to meet all reporting, attendance at meeting(s), scheduled events and timely submission of reimbursement requests set forth in the Agreement by the MS Office of Highway Safety, may result in the withholding of reimbursement payments.

VI. UNALLOWABLE COST

Limitations and Conditions: The provisions stated in the following section are not intended to deny flexibility in supporting potential accident and injury reduction activities; however, the conditions do serve as a guide in describing costs that are **not allowable** for highway safety funding. See NHTSA Highway Safety Grant Funding Guidance.

The following are unallowable:

A. Unallowable Costs for Facilities and Construction:

- Highway construction, maintenance, or design other than design of safety features of highways incorporated into Roadway Safety guidelines
- Construction or reconstruction of permanent facilities, such as paving, driving ranges, towers and non-portable skid pads
- Highway safety appurtenances including longitudinal barriers (such as guardrails), sign supports (except as allowed under Allowable Costs with Conditions for selected Items, Part II.A.2.), luminaire supports, and utility poles (FHWA safety construction Federal-aid funds are available)
- Construction, rehabilitation, or remodeling for any buildings or structures or for purchase of office furnishings and fixtures;

Examples of office furnishings and fixtures

- | | | |
|-------------|------------------|--------------------------|
| • Chair | • Bookcase | • Portable Partition |
| • Table | • Filing Cabinet | • Picture, Wall Clock |
| • Shelving | • Floor Covering | • Draperies and Hardware |
| • Coat Rack | • Office Planter | • Fixed Lighting/Lamp |

- Land (except for SAFETEA-LU Section 2010 and MAP-21 Section 405(f) motorcycle safety grant funds used to purchase a facility which includes the purchase of land upon which the facilities sit.)

B. Unallowable Equipment Costs:

- Fixed and portable truck scales (Motor Carrier safety program funds are available for truck scales)
- Traffic signal preemption systems (FHWA Federal-aid highway program funds are available for traffic signal preemption systems)
- Automated traffic enforcement systems may not be purchased, operated, or maintained with Section 402 funds (including MAP-21 Section 405(b) High Seat Belt Use Rate funds, 405(d) Ignition Interlock

funds, 405(e) Distracted Driving funds, and 405(g) GDL funds, in which a State has been approved to use for any eligible project or activity under 23 USC 402). (23 CFR Part 1300.13(c)).

- Radars or other speed measuring devices using MAP-21 Section 405-Impaired Driving Countermeasures and SAFETEA-LU Section 410 Alcohol Impaired Driving Countermeasures grant funds.

C. Unallowable Training Costs:

- Training of employees of Federal civilian and Federal military agencies. Note: Training for Department of the Interior personnel who are assigned Section 402 responsibilities is covered under the 5 percent administrative allowance.
- An individual's salary while pursuing training (except when the individual's salary is already supported with highway safety funds under an approved project).
- Overtime for police officers attending drug recognition expert training.

D. Program Administration:

- General costs of government. For States, local governments and Indian Tribes, the general costs of government are unallowable (except as provided in § 200.475 Travel. Reference 2 CFR § 200.444 and 2 CFR § 200.475).
- NHTSA highway safety grant funds used to defray expenses incurred or sought to be incurred for activities of Federal civilian or military agencies or employees. For Department of the Interior, personnel expenditures for the Section 402 program are covered under the five percent administrative allowance.
- Alcoholic beverages for any consumption purposes or techniques for determining driver impairment are not allowable (See Part III, D.3.). Reference 2 CFR § 200.423.
- Drug impaired activities, equipment and drug impaired training is not allowable using Sections 154/164 funds.

E. Lobbying:

- Federal - the cost of influencing the U.S. Congress and Federal agency officials for activities associated with obtaining grants, contracts, cooperative agreements or loans.
- State and Local-No Federal funds may be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., grassroots) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds to engage in direct contact with State or local legislative officials, in accordance with customary State practice, even if it urges legislative officials to favor or oppose the adoption of a specific pending legislative proposal. (23 CFR Part 1300)

F. Additional Items Unallowable:

- Cell phones and guns are **not** allowable for purchase with these funds under any circumstances.
- Costs for equipment purchases exceeding \$5,000.00, must have prior approval from NHTSA. The MS Office of Highway Safety will obtain the approval letter and provide a copy to the Sub-Grantee.
- Where major multi-purpose equipment is to be purchased, costs shall be factored, based on utilization for highway safety purposes.
- Costs for the following equipment items are allowable only if a part of a comprehensive program effort. All allowable equipment must be included on the Federal Conformation Product List (CPL):
 - (1) Police traffic radar and other speed measuring devices used by the police (devices must meet the recommended federal guidelines);
 - (2) Alcohol testing; and

(3) Mobile video systems.

- The cost of training is allowable using DOT/NHTSA developed, equivalent, or endorsed curriculum. Documentation must be provided in order to receive reimbursement for a Individual Officer's salary for training. MOHS will reimburse an officer's salary, as long as the proper documentation is submitted such as a Certificate of Completion or Certificate of Attendance.
- Development costs of new training curriculum and materials are allowable, if they will not duplicate materials already developed for similar purposes by DOT/NHTSA or by other states. This does not preclude modifications of present materials necessary to meet particular state and local instructional needs.
- Costs are **not** allowable to pay for an employee's salary while pursuing training, nor to pay the salary of the employee's replacement except where the employee's salary is supported 100% under an approved project.
- All training **must be** included within the grant Agreement. Only DUI (Alcohol) training is allowed under alcohol funding. Occupant protection training is allowed under occupant protection funding.
- Supplanting, includes: (a) replacing routine and/or existing State or local expenditures with the use of Federal grant funds and/or (b) using Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally-recognized Indian tribal governments.
- The MOHS **will not reimburse** for the assistance of providing training to law enforcement officers through specialized training activities, unless approved in the MOHS Agreement. Any training or training assistance that is claimed and not listed in the approved MOHS Agreement will not be reimbursed.
- Cost to purchase program advertising space in the mass communication media is **not** allowable for Sub-Grantees.

CERTIFICATIONS AND ASSURANCES
FEDERAL CERTIFICATIONS AND ASSURANCES

NONDISCRIMINATION
(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee will comply with all Federal statutes and implementing regulations relating to Nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- FEDERAL-AID HIGHWAY ACT OF 1973, (23 U.S.C. 324 *et seq.*), AND TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- SECTION 504 OF THE REHABILITATION ACT OF 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- THE AGE DISCRIMINATION ACT OF 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- THE CIVIL RIGHTS RESTORATION ACT OF 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);

- TITLES II AND III OF THE AMERICANS WITH DISABILITIES ACT (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY POPULATIONS AND LOW-INCOME POPULATIONS (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- EXECUTIVE ORDER 13166, IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The Sub-Grantee—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its sub recipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its sub recipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:
 - “During the performance of this contract/funding agreement, the contractor/funding recipient agrees—
 - a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
 - b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
 - c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
 - d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. To insert this clause, including paragraphs (a) through (e), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any

State or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Instructions for Primary Certification (Sub-Grantees)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to check the System for Award Management Exclusions website (<https://www.sam.gov>)
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Tier Covered Transactions

- (1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal

government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department of agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee and each sub recipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or sub recipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the Sub-Grantee must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee and each sub recipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

MS OFFICE OF HIGHWAY SAFETY CERTIFICATIONS AND ASSURANCES

Alcohol/Impaired Driving/Occupant Protection/Police Traffic Services/ Law Enforcement Liaison (LEL) Coordination and High Visibility Enforcement (HVE) Participation Compliance **(Applies only to Law Enforcement Sub-Grantees)**

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of LEL Coordination and HVE Enforcement Participation must comply with the following:

1. Sub-Grantee with a LEL Network Coordinator Grant **must hold** a LEL Troop Network meeting to promote State/County/Local networking for the national blitz campaigns, blitz reporting, and PI&E efforts. **(LEL Coordination Sub-Grantees Only)**
2. Sub-Grantee with a LEL Network Coordinator Grant **must allow** the LEL network coordinators to assist the MS Office of Highway Safety in promoting and gathering statistics from the NHTSA national blitz campaigns. **(LEL Coordination Sub-Grantees Only)**
3. Sub-Grantee **must engage** in three (3) sustained enforcement blitz periods during the national campaigns for Christmas/New Year's, Memorial Day, and the Labor Day Holiday by conducting checkpoints and/or saturation patrols.

4. Sub-Grantee **must** engage in two (2) sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.
5. For each of the national blitz campaigns, Sub-Grantee **must maintain** relevant statistics and **submit** a mobilization form reporting the total number of checkpoints, saturation patrols, arrests and other citations/relevant statistics by the MOHS required deadline. Failure to comply with this requirement may result in delay of reimbursement payments.
6. Sub-Grantee **is required** to generate earned media (example: press conference, TV, radio, social media or print news articles) before, during, or after High Visibility Enforcement (HVE) state and national campaign events and must submit documentation with each activity report.
7. Law Enforcement Sub-Grantees **will use** the following criteria to help identify locations in each city/county for intensified enforcement including checkpoints and saturation patrols.
 - ☐ Unusual incidents of alcohol/ drug related crashes/fatalities;
 - ☐ Alcohol/ drug impaired driving violations;
 - ☐ Unusual number of nighttime single vehicle crashes/fatalities (Impaired, Unbelted and Speed);
 - ☐ Any other documented alcohol/ drug related vehicular incidents;
 - ☐ Citation data related to restrained and unrestrained occupants;
 - ☐ Unusual incidents of unbelted crashes/fatalities
 - ☐ Seatbelt/Child restraint violations;
 - ☐ Unusual incidents of teen crashes/fatalities; and
 - ☐ Unusual incidents of speed crashes/fatalities.

DUI/Impaired Enforcement Compliance

(Applies only to Sub-Grantees funded with Impaired Driving (405d), Alcohol (154) funds, and/or any Police Traffic Service (402) funds used for Impaired Driving and/or Alcohol enforcement)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of DUI/Impaired Enforcement must comply with the following:

1. Sub-Grantee **agrees and commits** to have the Individual Officer(s) (if applicable) and/or other officers assigned to work DUI/Impaired overtime to engage their efforts during peak hours when most impaired drivers are likely driving under the influence.
 - Individual DUI/Impaired Officer(s) shift hours **will include 4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday, Saturday and Sunday.**
 - Overtime hours for DUI/Impaired Enforcement **will include 4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday, Saturday, and Sunday.**

If proper justification can be made regarding **other dates or time periods** within the jurisdiction for needed enforcement, a written request can be made to MOHS for consideration and approval. However, written approval **must** be given by MOHS prior to implementing hours and day of week outside the above shifts.

2. Specific DUI/Impaired activities in which the DUI/Impaired officer(s) (if applicable) and/or other officers working overtime **will include** checkpoints, saturation patrols and other impaired driving enforcement activities as designated.
3. The Sub-Grantee **will engage** in national campaigns endorsed by the National Highway Traffic Safety Administration.
4. The Sub-Grantee **will engage** in **all** activities as described in the High Visibility Enforcement (HVE) Participation Compliance.
5. The Sub-Grantee **will engage** in sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.
6. The Sub-Grantee **will generate** earned media (example: press conference, TV, social media, radio or print news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each quarterly report.

Occupant Protection/Police Traffic Services
High Visibility Enforcement (HVE)

Applies only to Sub-Grantee funded with 402 (OP), 402(PTS) or 405(B)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of Occupant Protection/Police Traffic Service Enforcement must comply with the following:

1. Sub-Grantee funded under a 402/405(b) Occupant Protection/Police Traffic Services Federal grant funds **must participate** in the National Click It or Ticket Campaign Mobilization and Child Passenger Safety week.
2. Sub-Grantee **will submit** forms containing the number of child restraint/safety belt citations, etc. and **submit** by the reporting deadline set forth by the MS Office of Highway Safety for the National Click It or Ticket Campaign. Failure to comply with this requirement may result in the delay of reimbursement payments.
3. Sub-Grantee **will generate** earned media (example: press conference, TV, social media, radio or print news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each activity report.

Audit Requirements:

Law enforcement, state, local, non-profit agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of grant activity must comply with the following (2 CFR§200.501):

(a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.

(d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) *Sub-recipients and Contractors.* An auditee may simultaneously be a recipient, a sub recipient, and a contractor. Federal awards expended as a recipient or a sub recipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.331 Sub recipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) *For-profit sub recipient.* Since this part does not apply to for-profit sub recipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit sub recipients. The

agreement with the for-profit sub recipient must describe applicable compliance requirements and the for-profit sub recipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit sub recipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.332 Requirements for pass-through entities.

Sub-Grantees are required to provide a copy of the jurisdiction/agency(s) most recent financial audit with the submission of the Grant Application. If the agency receives an updated audit during the grant year, the agency is required to provide a copy of the audit to the MOHS.

STATE CERTIFICATION AND ASSURANCE

**CERTIFICATION AND STANDARD ASSURANCE REQUIREMENT FOR:
(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)**

CONCERNING: STATE, COUNTY AND LOCAL EMERGENCY RESPONSE AND VEHICULAR PURSUIT POLICIES

When truly applicable and in full cooperation with the MS Office of Highway Safety, all grant and/or Sub-Grantee recipients (regardless of the type of entity or the amount awarded) must show substantial compliance with the following statutory requirement: On or after January 1, 2005, each state, county and local law enforcement agency that conducts emergency response and vehicular pursuits shall adopt written policies and training procedures that set forth the manner in which these operations shall be conducted. Each law enforcement agency may create its own policies or adopt an existing model. All pursuit policies created or adopted by any law enforcement agency must address situations in which police pursuits cross over into other jurisdictions. Law enforcement agencies which do not comply with the requirements of this provision are subject to the withholding of any state funding or state administered federal funding.

MS Code Annotated § 45-1-43, effective from and after July 1, 2004.

The obligation of a Sub-Grantee is to formulate, implement, and maintain certain written pursuit policies and training procedures which specifically set forth how these operations shall be conducted in accordance with State law. Note that "recipient" means any state, county or local law enforcement agency that conducts emergency response and vehicular pursuits and which may also receive any state funding or state administered federal funding.

A true copy of the law enforcement agency's emergency response and vehicular pursuit policy with pertinent training procedures must be retained in the agency grant file and be available for review. However, when otherwise allowed to submit an alternative for the required documentary confirmation, recipient must specifically identify and acknowledge the use of viable pertinent policies and training procedures, as these factors may be especially expressed through an appropriate letter or timely memorandum of understanding. All relevant information submitted or received by the MOHS, becomes an actual documented part of the grant documentation and thus will be placed within the MOHS master file for grants.

During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, Sub-Grantee, or recipient does not show compliance with the statute emphasized above, the grantee, Sub-Grantee or recipient is subject to the withholding of any state funding or state administered federal funding. Failure of grantee, Sub-Grantee or recipient to communicate the relevant policy that is required by statute may lead to adverse cost adjustment, disallowance of costs and/or recovery of

pertinent project funds. Such recovery may be accomplished on the basis of offset levied against any and all advanced funding, requests for reimbursements, or award of funds.

As the Authorized Official for, City of Hattiesburg (Sub-Grantee Name), I certify by my signature below, that I have fully read and I am cognizant of our duties and responsibilities under the emergency response and vehicular pursuit policies statute. Therefore, I hereby comply with this Certification and Standard Assurance requirement by retaining true copy of the applicable state, county or local emergency response and vehicular pursuit policies with training procedures which are pertinent to this organization. A copy of the vehicular pursuit policy must be maintained in the Sub-Grantee agency grant file.

8/17/2021

Authorizing Official's Signature
(Mayor, Board President, Commissioner, Director)

Date

Toby Barker

Mayor

Print Authorizing Official's Name

Authorizing Official's Title

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-GRANTEES:

This original signed form (blue ink only) must be returned to the MS Office of Highway Safety, within forty-five (45) days of receiving the attached grant award letter.

As the Authorized Official for, City of Hattiesburg (Sub-Grantee Name), I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. I acknowledge by my signature below, that I understand that the Grant Agreement is not effective until both parties (MOHS and Authorized Official) have signed, dated and fully executed the Grant Agreement.

As the Authorized Official, my signature below assures that Federal funds will not be used to supplant State or local funds and that Federal funds will be used to supplement existing funds for program activities and not to replace those funds which have been appropriated for the same purpose.

Therefore, the Agency, I represent agrees to comply and adhere to all Federal, State and MS Office of Highway Safety Certifications and Assurances and their conditions.

8/17/2021

Authorizing Official's Signature
(Mayor, Board President, Commissioner, Director)

Date

Toby Barker

Mayor

Print Authorizing Official's Name

Authorizing Official's Title

LOCAL GOVERNMENTAL RESOLUTION AGREEMENT AND AUTHORIZATION TO PROCEED

WHEREAS, the City of Hattiesburg
(Governing Body of Unit of Government)

Herein called the “**SUB-GRANTEE**” has thoroughly considered the problem addressed in the application (Program Source) **154 ALCOHOL** and has reviewed the project described in the agreement; and

WHEREAS, under the terms of Public Law 89-564 as amended, the United States of America has authorized the Department of Transportation, through the Mississippi Office of Highway Safety to make federal contracts to assist local governments in the improvement of highway safety,

NOW THEREFORE BE IT RESOLVED BY THE City of Hattiesburg
(Governing Body of Unit of Government)

IN THE JURISDICTION Hattiesburg **MISSISSIPPI, THIS** 17th **Day of**
August, **20** 21 **AS**

FOLLOWS:

1. That the project above is in the best interest of the Sub-Grantee and the general public.
2. Mayor Toby Barker
(Name and Title of Representative) is authorized to accept, on behalf of the Sub-Grantee, an award in the form prescribed by the MS Office of Highway Safety for federal funding in the amount of \$ 85,899.56 to be made to the Sub-Grantee defraying the cost
(Federal Dollar Requested) of the project described in the award.
3. One original or certified copy of this resolution must be included as part of the award referenced above.
4. That this resolution shall take effect immediately upon its adoption.

(If Applicable)
DONE AND ORDERED IN OPEN MEETING BY Mayor Toby Barker
(Chairman of Board/Mayor)

Alderman/Councilperson _____ offered the foregoing resolution and moved its adoption, which was seconded by Alderman/Councilperson _____ and, was duly adopted.

Date: 8/17/2021

Seal (City/County Seal is required)

Attest: _____

By: Kermas Eaton, City Clerk
(Blue Ink)

Mississippi Office of Highway Safety Designation of Secondary Signatory Official

Pursuant to the MS Department of Public Safety's requirements that the signatory official is the only person authorized to sign official documentation in relation to the sub-grant, such as monthly financial cost reporting worksheets, the (agency/department name) City of Hattiesburg has authorized and approved (print designated secondary signatory official name) Lisa Hanson to sign any/all forms related to this contract.

Upon approval of this request said person will then be **Responsible/Liable**, as the signatory official, for claims submitted by them to this agency. The approval of this request will allow this person to complete required documentation in the absence and/or on behalf of the signatory official.

Name: Lisa Hanson Title: Comptroller
(Designated Secondary Signatory Official)

Organization Name: City of Hattiesburg

Mailing Address: P.O. Box 1898

City: Hattiesburg Zip Code: 39403-1898

Telephone Number: (601) 554-1034 Cellular Number: ()

Email Address: lhanson@hattiesburgms.com

Signature of Designated Secondary Signatory Official:

Appointed by Authorizing Official: Toby Barker Date: 8/17/2021
(Mayor, Board President, Commissioner, Director) (Print Name)

Signature: Title: Mayor
(Authorizing Official)



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Peggy Sealy, Assistant Chief of Police

cc:

Date: Tuesday, August 17, 2021

Re: Approve the Mississippi State Department of Health (MSDH), Office Against Interpersonal Violence (OAIV), FY2021 Violence Against Women Act (VAWA) STOP Grant Program extension award, to fund the provision of victim advocacy services for the period July 1, 2021 through September 30, 2021. The total project cost is \$13,088.38 (\$9,833.74 federal/state funds and \$3,254.64 local match) and authorize the Mayor to execute the same.
File Number: 2021-1011
Minute Book #

Summary

MSDH FY2021 VAWA STOP Grant Program Extension Award

Recommendation Statement

I recommend approval and authorization for the Mayor to execute the Mississippi State Department of Health (MSDH), Office Against Interpersonal Violence (OAIV), FY2021 Violence Against Women Act (VAWA) STOP Grant Program extension award, to fund the provision of victim advocacy services for the period July 1, 2021 through September 30, 2021. The total project cost is \$13,088.38 (\$9,833.74 federal/state funds and \$3,254.64 local match).

Please place this on the August 17, 2021 City Council meeting for consideration.

**MISSISSIPPI STATE DEPARTMENT OF HEALTH
SUBGRANT AGREEMENT**

AGREEMENT NUMBER SG- 1222

SECTION 1.0 Parties to the Agreement

This agreement is made this the 1st, day of July, 20 21, by and between the Mississippi State Department of Health, hereinafter referred to as MSDH, and,
City of Hattiesburg,
hereinafter referred to as Subgrantee.

SECTION 2.0 Period of Performance

This agreement shall be in effect from 07/01/2021, through 09/30/2021.

SECTION 3.0 Purpose

This agreement is established for the purpose of defining the rights and duties of the parties regarding the Subgrant known as Services, Training, Officers and Prosecution (STOP) Grant.

SECTION 4.0 Responsibilities of MSDH and Subgrantee

4.1 MSDH Responsibilities:

- 4.1.1** MSDH is responsible for the review and approval of invoices and periodic reports.
- 4.1.2** MSDH is responsible for the review of progress reports on the ongoing activities regarding the Subgrant.
- 4.1.3** MSDH is responsible for oversight of work and services provided by Subgrantee.
- 4.1.4** MSDH is responsible for other responsibilities as stated in the corresponding grant, proposals, and any attachments hereto.

4.2 Subgrantee Responsibilities:

- 4.2.1** The Subgrantee is responsible for implementing the work and services as set forth in the Scope of Work, hereby incorporated and attached hereto.
- 4.2.2** The costs incurred must be in accordance with the approved Budget, hereby incorporated and attached hereto, and shall not exceed \$ 9,833.74 unless properly modified and approved. Prior written approval shall be required before deviating from the approved budget.
- 4.2.3** The Subgrantee is responsible for other responsibilities as stated in the corresponding grant, proposals, and any attachments hereto.

SECTION 5.0 Budget and Finance

- 5.1 Subgrant Value.** Absent a modification in the form required by this agreement, the total amount to be paid by MSDH to Subgrantee under the terms of this agreement shall not exceed the amount previously stipulated in Section 4.2.2 of this agreement. All payments made under this agreement shall represent services rendered or actual costs incurred. Subgrantee is responsible for any commitments or expenditures in excess of the amounts authorized by MSDH.
- 5.2 Invoices.** The Subgrantee shall submit invoices, as required and in accordance with the grant associated with this agreement or as instructed by MSDH and attached hereto.
- 5.3 Reimbursement.** The Subgrantee assumes sole responsibility for reimbursement to the granting or funding agency of a sum of money equivalent to the amount of any expenditures disallowed should the granting agency, funding agency, or any other authorized agency rule through an audit exception or some other appropriate means, that expenditures from funds allocated to the Subgrantee for direct and/or indirect costs were not made in compliance with the regulations of the granting or funding agency or the provisions of the agreement.
- 5.4 Record Maintenance.** The Subgrantee agrees to maintain books, records, and documents and other evidence pertaining to all costs and expenses incurred and revenues acquired under this agreement for three (3) years from the date of close-out or in accordance with the provisions of the grant associated with this agreement, whichever is longer. The books or account and other records which are applicable shall be available with reasonable notice for inspection, review and audit by MSDH or another authorized government entity to determine proper application and use of all funds paid to the Subgrantee.
- 5.4.1** The Subgrantee agrees to maintain books, records, and documents and other evidence containing or associated with protected health information (PHI) and pertaining to all costs and expenses incurred and revenues acquired under this agreement for six (6) years from the date of close-out or in accordance with the provisions of the grant associated with this agreement, whichever is longer. The books or account and other records which are applicable shall be available with reasonable notice for inspection, review and audit by MSDH or another authorized government entity to determine proper application and use of all funds paid to the Subgrantee.
- 5.5 Record Inspection and Audit.** MSDH, any sponsor or funding source, the State of Mississippi, and regulatory body of the United States overseeing the grant associated with this agreement, and/or any other authorized representative of any of the foregoing, shall have access to and the right to examine all records, books, papers, or documents which are directly pertinent to, or related to the Subgrant award for the purpose of audit, examination, excerpts, and/or transcripts.
- 5.6 Purchase Equipment.** Equipment should not be purchased unless itemized in the approved budget or in accordance with the grant associated with this agreement. The use

and disposition of any equipment purchased by the Subgrantee shall be in accordance with the grant associated with this agreement.

- 5.7 Compensation.** This is a subgrant agreement using the cost reimbursement method of payment. The invoices submitted by the Subgrantee will state the period for which reimbursement is being requested, and will itemize the cost and budget category per the budget in Attachment B. All deliverables and reports defined in Attachment A: Scope of Work and Attachment B: Budget and Justification are to be submitted to MSDH for the compensation defined herein.

SECTION 6.0 Modification

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

SECTION 7.0 Assignment

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

SECTION 8.0 Standard Terms and Conditions

The Subgrantee Certifies and Agrees to the Following:

- 8.1 Authority to Accept Award.** The Subgrantee certifies that it has legal authority to apply for the Subgrant and has the institutional, managerial, and financial capability (including where applicable, funds sufficient or in-kind match to pay the Subgrantee's share of the project cost) to ensure proper planning, management, and completion of the project described in this proposal. The Subgrantee further certifies (a) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (b) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings, either voluntary, or otherwise, which may adversely affect its ability to perform its obligations under this agreement.
- 8.2 Conflict of Interest.** The Subgrantee will establish or maintain safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- 8.3 Applicable Laws.** This Subgrant Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflict of law provisions, and any litigation with respect thereto shall be brought in the courts of the state.

- 8.4 Compliance with Laws.** The Subgrantee shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, and any others as required by the grant that is the subject of this agreement, as now exist and as they may be amended or modified.
- 8.4.1 Equal Opportunity.** The Subgrantee understands that the State is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, State, or local laws. All such discrimination is unlawful and the Subgrantee agrees during the term of the agreement that the Subgrantee will strictly adhere to this policy in its employment practices and provisions of services.
- 8.4.2 Employment Verification.** The Subgrantee will ensure its compliance with the Mississippi Employment Protection Act, §71-11-1, et seq., of the Mississippi Code Annotated, as Amended, and will register and participate in the status verification system for all newly hired employees as required.
- 8.4.3 Federal Law.** Subgrantee will comply with all federal statutes relating to non-discrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; and the requirements of any non-discrimination statute(s) which may apply to the proposal.
- 8.4.4 Program Specific Law.** The Subgrantee will comply with all applicable requirements of all other federal laws, executive orders, regulations, and policies governing this grant or program.
- 8.5 Subgrantee Status.** Subgrantee agrees that no act performed, or representation made, whether oral or written, by the Subgrantee with respect to third parties shall be binding on MSDH. The Subgrantee shall, at no time act as an agent for MSDH. Nothing herein shall be deemed or construed by MSDH, the Subgrantee, or any third party as creating the relationship of principal and agent, partners, joint ventures, or any similar such relationship between MSDH and the Subgrantee.
- 8.6 Representation Regarding Contingent Fees and Gratuities.** Subgrantee represents that it has not offered, given, or agreed to give or accepted a solicitation or demand for gratuity or offer of employment in connection with any decision or preparation regarding the award of this Subgrant, nor has it retained a person to solicit or secure a Subgrant upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Subgrantee's bid or proposal.

- 8.7 Public Records Clause.** MSDH has the responsibility to oversee and monitor all phases of this Subgrant Agreement. Therefore, MSDH shall be responsible for responding to any public records requests pursuant to the Mississippi Public Records Act, §25-61-1 et seq., Mississippi Code Annotated. Documents and records associated with this agreement, including but not limited to, this agreement, proposal, communications, payment requests, etc., may be deemed public records. MSDH shall respond to requests addressed to either of the parties herein. The Subgrantee shall notify and provide a copy of any public information request addressed to the Subgrantee within one (1) working day. Upon receipt of said request, MSDH shall respond to the request for public information as required by the Mississippi Public Records Act. No party to this agreement shall be liable to the other party for disclosure of information required by court order or required by law.
- 8.8 Release of Information.** MSDH, as the State management, regulatory, and enforcement agency, shall have the exclusive right to release data and information acquired as a result of this agreement to the press and public. The Subgrantee may release information obtained from this agreement only after obtaining written permission from MSDH.
- 8.9 Return of Reports, Data, Etc.** Upon conclusion of this agreement, MSDH may request the return of any reports, data, and other information related to this agreement. The Subgrantee retains the right to materials used in the performance of the agreement, which were developed by the Subgrantee with non-MSDH funds. The MSDH is granted non-exclusive license to copy the materials for use within the State of Mississippi.
- 8.10 Confidentiality.** Confidential or proprietary information under this agreement shall not be disclosed by either party. The Subgrantee and MSDH agree to treat as confidential and not disclose to any third party without prior written consent from both parties information or data which is identified as confidential under this agreement and/or protected from disclosure under law or agency policy. Notwithstanding the above, the parties acknowledge that the Mississippi Public Records Act governs the disclosure of public records.
- 8.11 HIPAA Compliance.** Subgrantee agrees to comply with the “Administrative Simplification” provisions of the Health Insurance Portability and Accountability Act of 1996, and any amendments thereto, including electronic data interchange, data retention, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this agreement.
- 8.12 Indemnification.** Subgrantee shall indemnify, defend, save and hold harmless, protect, and exonerate the MSDH, its board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including without limitation, court costs, investigative fees and expenses, and attorney’s fees, arising out of or caused by Subgrantee and/or its partners, principles, agents, employees, and/or subcontractors in performance of or failure to perform this agreement. In the MSDH sole discretion, Subgrantee may be allowed to control the defense of any such claim, suit, etc. In the event Subgrantee defends said claim, suit, etc., Subgrantee shall use legal counsel acceptable to MSDH. Subgrantee shall be solely responsible for all costs and/or expenses associated with such defense. Subgrantee shall not settle any claim,

suit, etc., without the MSDH concurrence which the MSDH shall not unreasonably withhold.

Subgrantee shall not be obligated to indemnify MSDH for liabilities which arise due to the negligence of MSDH or its employees. MSDH's liability, as an entity of the State of Mississippi, shall be determined pursuant to and subject to the limitations of the Mississippi Tort Claims Act, Mississippi Code Annotated § 11-4-1 et seq., including all defenses and exceptions contained therein. Nothing in this agreement shall have the effect of changing or altering the liability or of eliminating any defense available to the MSDH or State under statute.

8.13 Use of MSDH Network and/or IT Equipment. As deemed necessary by MSDH to the performance of this Subgrant Agreement, MSDH agrees to provide hardware, software, and/or devices, as well as access to the MSDH network, to designated authorized personnel of Subgrantee. MSDH agrees to provide IT support related to the use of the MSDH network and/or software, hardware, and/or devices provided by MSDH, unless an exception is granted by the MSDH IT Security Officer.

8.13.1 Adherence to IT Policies. Subgrantee agrees to adhere to all applicable MSDH IT security policies [MSDH utilizes the NIST SP 800-53 rev 4 as its authoritative Policy Framework.] Subgrantee agrees and affirms that any equipment or software issued to the Subgrantee from MSDH remain the property of MSDH. The Subgrantee agrees to obtain approval from MSDH before modifying this hardware or software in any way, shape, or form and to maintain the same using industry standard best practices. The Subgrantee also will adhere to all applicable MSDH IT security and property policies as well as procedures related to the utilization of the MSDH Enterprise network, whether accessed through hardware, software, and/or devices provided by MSDH, the Subgrantee, or another entity. Agency policies are available upon request from MSDH.

8.13.2 IT Training. Subgrantee agrees to ensure that all of its personnel who will have access to MSDH hardware, software, devices and/or the MSDH network will complete all IT security and/or other training required by MSDH before the Subgrantee personnel begin work.

8.13.3 IT Personnel. Subgrantee agrees to only allow designated personnel from MSDH to provide IT support services, as needed, in regards to the Subgrantee's use of hardware, software, and/or devices provided by MSDH or the utilization of the MSDH network.

8.14 Conflict of Interest. Subgrantee represents, to the best of its knowledge and belief, that this contract does not present the Subgrantee with a conflict of interest with respect to any past, current, or potential contract or employment such that the Subgrantee would be unable to perform impartially and without bias. Subgrantee agrees that should this condition change during the period of this contract, Subgrantee shall notify MSDH within 30 days.

8.15 Debarment and Suspension. Subgrantee certifies to the best of its knowledge and belief, that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or

voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi.

SECTION 9.0 Termination and Notice

- 9.1 Right to Terminate.** Either party to this agreement may terminate this agreement by written notice (via U.S. certified mail, return receipt requested) of termination to the other party in accordance with the Notices section of this agreement. Except as provided below, all obligations under this agreement shall cease at the expiration of thirty (30) calendar days from receipt of written notice by the non-terminating party of the notice of termination.
- 9.2 Costs.** Subgrantee shall be paid for costs incurred at the time of termination, if any, and shall deliver to MSDH an invoice for costs incurred. It is expressly understood payment is subject to the “Availability of Funds” as stated in this agreement.
- 9.3 Availability of Funds.** It is expressly understood and agreed that the obligation of MSDH to proceed under this agreement is conditioned upon the availability of funds from the responsible party and/or the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, this agreement between the MSDH and Subgrantee shall be terminated upon notice by MSDH to Subgrantee of the same. Termination of this agreement due to lack of funding will be immediate, following notice of such termination by MSDH to Subgrantee. The effective date of termination shall be as specified on the notice of termination.
- 9.4 Notices.** Notices of termination and any other notices required to be given under this agreement by each party shall be mailed to the following addresses:

For Grantor:

NAME: Jim Craig, MPH
TITLE: Senior Deputy and Director of Health Protection
ADDRESS: P.O. Box 1700, Jackson, MS 39215
E-MAIL: Jim.Craig@msdh.ms.gov
TELEPHONE: (601) 576-7680

For Subgrantee:

NAME: Lisa Hanson
TITLE: Comptroller
ADDRESS: P.O.Box 1898 Hattiesburg, MS 39401
E-MAIL: lhanson@hattiesburgms.com
TELEPHONE: 601-545-1034

SECTION 10.0 Enforceability

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

10.2 This Agreement, including all attachments listed in the Addenda, contains the sole and entire agreement and understanding of the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, this agreement is duly executed.

For the Mississippi State Department of Health:

State Health Officer or Designee
Agreement **EXECUTED** with this signature.

Date

For the Subgrantee:

Subgrantee Authorized Signature
Mayor _____ **Title**

8/17/2021

Date

ADDENDA

Attachment A: Scope of Work

Attachment B 1: Budget

Attachment B 2: Budget Justification

Attachment C 1: Special Conditions

Attachment C 2: Certifications and Assurances

Attachment D: Information for Federally Funded Subgrants

Attachment E: Additional Terms

Additional Special Condition: Reimbursement requests must be submitted monthly, with activity logs, unless otherwise approved by the Director of OAIV. Reimbursements (and corresponding activity logs) not submitted by the 20th of the following month are subject to nonpayment

ATTACHMENT A- SCOPE OF WORK
CITY OF HATTIESBURG

GOAL #1

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

1. 50% of victims reporting domestic violence will follow through with a protective order.

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

2. The Victim Advocate(s) will conduct community awareness events in the City of Hattiesburg on domestic violence, stalking, and sexual assault.

Activities: 2.1: Victim Advocate(s) will conduct events for local awareness initiatives.

Goal #2

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

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

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

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

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

Goal #3

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

1. 75% of victims reporting by means of the client survey will indicate that the services provided were helpful.

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

ATTACHMENT A- SCOPE OF WORK
CITY OF HATTIESBURG

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

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

ATTACHMENT B1- BUDGET

Grant Budget Summary with Match Waiver

Budget Summary

Organization Name:	City of Hattiesburg
Agency Name:	Hattiesburg Police Department
Budget Period:	7/1/2021 - 9/30/2021
FAIN:	2018-WF-AX-0020
Project Title:	STOP

Budget Period

Budget Category	Federal/State Funds	Non-Federal Match	Total Project Cost
A. Personnel	\$ 8,594.83	\$ 155.17	\$ 8,750.00
B. Payroll Taxes	\$ 567.66	\$ 189.22	\$ 756.88
C. Fringe Benefits	\$ -	\$ 2,686.50	\$ 2,686.50
D. Travel - In State	\$ 446.25	\$ 148.75	\$ 595.00
E. Travel - Out of State	\$ -	\$ -	\$ -
F. Contractual	\$ -	\$ -	\$ -
G. Commodities	\$ 225.00	\$ 75.00	\$ 300.00
H. Equipment	\$ -	\$ -	\$ -
I. Subsidies, Loans and Grants	\$ -	\$ -	\$ -
Total Direct Costs	\$ 9,833.74	\$ 3,254.64	\$ 13,088.38
J. Indirect Costs	\$ -	\$ -	\$ -
Total Project Costs	\$ 9,833.74	\$ 3,254.64	\$ 13,088.38

Total Project Cost - VAWA	\$ 13,088.38
Total Federal Request	\$ 9,833.74
Required Match Total	\$ 3,254.64
Total Project Cost- VOCA	
Total Federal Request	
Total Match Waived	
Required Match Total	\$ -

How to Calculate Match Formula

Step 1 Award Amount ÷ % of Federal Share = Total (Adjusted) Project Cost

Step 2 Total (Adjusted) Project Cost x % of Recipient's Share = Required Match

Example Match Requirement - 80/20 (Federal/Recipient) Federal Award = \$100,000 Step 1 \$100,000 ÷ 80% Federal Share = \$125,000 Step 2 \$125,000 x 20% Recipient's Share = \$25,00

ATTACHMENT B2- BUDGET JUSTIFICATION

FY2021 VAWA-STOP Extension Budget

Narrative July 1, 2021 – September 30, 2021

Personnel

City of Hattiesburg

Name	Position	Annual Salary	Hours Worked	Percent of Time	Total Project Cost	Non-Federal Match (Cash)	Federal/State Funds
Mary Alice Wilson	Victim Advocate	\$35,000	520	100%	\$8,750.00	\$155.17	\$8,594.83

The victim advocate will offer victims information, emotional support, and help with finding resources and completing paperwork. The advocate may also contact organizations, such as criminal justice or social service agencies, to get help or information for victims. The advocate will be on call for after-hours assistance to victims if needed. The Victim Advocate is to be funded at a rate of \$35,000 per year, or \$8,750 for 3 months (13 weeks/520 hours)--\$8,594.83 federal share and \$155.17 match.

Payroll Taxes

Type	Cost Base	Rate	% of Time	Total Project Cost	Non-Federal Match (Cash)	Federal/State Funds
FICA	\$8,750.00	7.65%	100%	\$669.38	\$167.34	\$502.03
Unemployment taxes	\$8,750.00	0.50%	100%	\$43.75	\$10.94	\$32.81
Worker's Compensation	\$8,750.00	0.50%	100%	\$43.75	\$10.94	\$32.81
TOTAL				\$756.88	\$189.22	\$567.66

This category includes necessary payroll taxes for funded staff, Mary Alice Wilson. The cost base is the total salary (\$8,750) allocated to the project. FICA rate is calculated at 7.65%, the unemployment rate is 0.50%, and the workers' compensation rate is 0.50%. We are matching each line item of payroll taxes with a 25% cash match.

Fringe Benefits

Name	Type	Cost Base	Rate	% of Time	Total Project Cost	Non-Federal Match (Cash)	Federal/State Funds
Mary Alice Wilson	Health	Monthly	\$383.00	25%	\$1,149.00	\$1,149.00	\$0.00
Mary Alice Wilson	Life Insurance	Monthly	\$5.00	25%	\$15.00	\$15.00	\$0.00
Mary Alice Wilson	Retirement	\$8,750.00	17.40%	100%	\$1,522.50	\$1,522.50	\$0.00
TOTAL					\$2,686.50	\$2,686.50	\$0.00

The Victim Advocate, Mary Alice Wilson is to be funded at a rate of \$8,750 for three months. The City of Hattiesburg will finance a health insurance match of \$383 per month totaling \$1,149, a life insurance match of \$5 per month totaling \$15, and a retirement match that is calculated at 17.4% of the three-month salary (\$8,750) totaling \$1,522.50. The total match of fringe benefits is \$2,686.50.

Travel – In State

Conference & Location	Item	Cost	Quantity	Total Project Cost	Non-Federal Match (Cash)	Federal/State Funds
2021 Virtual National Sexual Assault Conference (Aug. 4-6, 2021)	Registration	\$200	1	\$200.00	\$50.00	\$150.00
National Institute of Crime Prevention - Online Domestic Violence & Sexual Assault Training (self-paced)	Registration	\$395	1	\$395.00	\$98.75	\$296.25
TOTAL				\$595.00	\$148.75	\$446.25

The Victim Advocate will attend the 2021 Virtual National Sexual Assault Conference (NSAC) August 4-6, 2021. The cost of registration is \$200. The NSAC provides advanced training opportunities for activists, advocates, and other professionals working to prevent sexual violence,

provide critical intervention services, and support those who have experienced sexual violence. The Victim Advocate will also complete the National Institute of Crime Prevention's online, self-paced course, Domestic Violence & Sexual Assault Training. The course fee is \$395. This course contains 14 topics, and the modules are self-paced with no time limit. Topics include but are not limited to: stalking, human trafficking, domestic related homicide, narcotic related domestic violence, and sexual assault.

Commodities

Purpose	Cost Base	Rate	Quantity	Total Project Cost	Non-Federal Match (Cash)	Federal/State Funds
Office Supplies, Printing, Education & Outreach	Monthly	100	3	\$300.00	\$75.00	\$225.00

The Victim Advocate requests \$225 in federal funds with a \$75 match (\$100/month), for a total of \$300, in commodities to cover the costs of office supplies, printing, and educational and informational materials for outreach and educational events. The informational materials will be used at outreach and educational events to spread awareness of domestic violence. Office supplies include, but are not limited to: pens, pencils, notebooks, notepads, and sticky notes of various sizes, white-out, paperclips, binder clips, business cards, blank recordable/writeable CDs, staplers, staples, tape dispensers, tape, thumbtacks, and highlighters.

Budget Summary

Budget Category	Federal	Match	Total
A. Personnel	\$8,594.83	\$155.17	\$8,750.00
B. Payroll Taxes	\$567.66	\$189.22	\$756.88
C. Fringe Benefits	\$0.00	\$2,686.50	\$2,686.50
D. Travel - In State	\$446.25	\$148.75	\$595.00
E. Travel - Out of State	\$0.00	\$0.00	\$0.00
F. Contractual	\$0.00	\$0.00	\$0.00
G. Commodities	\$225.00	\$75.00	\$300.00
H. Equipment	\$0.00	\$0.00	\$0.00
I. Subsidies, Loans and Grants	\$0.00	\$0.00	\$0.00
J. Other Costs	\$0.00	\$0.00	\$0.00
Total Direct Costs	\$9,833.74	\$3,254.64	\$13,088.38
Percent of Total Project	75%	25%	

ATTACHMENT C1- SPECIAL CONDITIONS

VAWA STOP Special Conditions

Subgrantee Name	CITY OF HATTIESBURG
Subgrant Award Number	ST-2021-019
Subgrant Project Period	July 1, 2021 – Sept. 30, 2021
Federal Program	OVW Violence Against Women Act STOP
Federal Award Number	2019-WF-AX-0054

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

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

SFY 2021 VAWA STOP Special Conditions

Subgrantee Name	CITY OF HATTIESBURG
Subgrant Award Number	ST-2021-019
Subgrant Project Period	July 1, 2021 – Sept. 30, 2021
Federal Program	OVW Violence Against Women Act STOP
Federal Award Number	2019-WF-AX-0054

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

3. **Requirement to report potentially duplicative funding.** If the Sub-grantee currently has other active awards of federal funds, or receives any other award of federal funds during the period of performance for this award, the Sub-grantee must promptly determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. NOTE: this includes any loans received by the organization as a result of the Paycheck Protection Program (PPP). If so, the Sub-grantee must promptly notify the OAIV in writing of the potential duplication, and, if so requested by OAIV, seek a budget or scope revision/modification to eliminate any inappropriate duplication of funding.
4. **Requirements related to System for Award Management and unique entity identifiers** The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration. The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Requirements related to System for Award Management (SAM) and unique entity identifiers), and are incorporated by reference here.
5. **Employment eligibility verification for hiring under the award.** The Sub-grantee (and any sub-awardee at any tier) must ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the Sub-grantee (or any sub-awardee) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).
6. **Requirement to report actual or imminent breach of personally identifiable information (PII)** The Sub-grantee (and any "sub-awardee" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a sub-awardee):

SFY 2021 VAWA STOP Special Conditions

Subgrantee Name	CITY OF HATTIESBURG
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a) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or

b) uses or operates a "Federal information system" (OMB Circular A-130).

The Sub-grantee's breach procedures must include a requirement to report actual or imminent breach of PII to their OAIV VOCA Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach for appropriate action.

7. Unreasonable restrictions on competition under the award; association with federal government No Subgrantee or subawardees at any tier may (in any procurement transaction) discriminate against any person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate) except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by DOJ.

8. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OVW authority to terminate award) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient. The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OVW web site at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.

9. Determination of suitability to interact with participating minors. SCOPE. This condition applies to this award if it is indicated that a purpose of some or all of the activities to be carried out under the award (whether by the Sub-grantee, or a sub-awardee at any tier) is to benefit a set of individuals under 18 years of age. The Sub-grantee, and any sub-awardee at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OVW web site at <https://www.justice.gov/ovw/award-conditions> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

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10. **Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events** The Sub-grantee, and any sub-awardee at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").
11. **OVW Training Guide Principles**. The Subgrantee understands and agrees that any training or training materials developed or delivered with funding provided through this subgrant must adhere to OVW Training Guiding Principles for Grantees and Subgrantees, available at <https://www.justice.gov/ovw/grantees#Resources>.
12. **Effect of failure to address audit issues** The recipient understands and agrees that the DOJ awarding agency may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.
13. **Potential Imposition of Additional Requirements**. The Sub-grantee agrees to comply with any additional requirements that may be imposed by OAIV during the period of performance for this award, if the Sub-grantee is designated as "high-risk."
14. **Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42** The Sub-grantee, and any sub-awardee at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.
15. Compliance with DOJ **regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38**. The Subgrantee and any subawardees at any tier, must comply with all applicable requirements of 28 C.F.R. Part 28, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38,

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currently, also sets out rules and requirements that pertain to Sub-grantee and sub-awardee organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to Sub-grantees and sub-awardees that are faith-based or religious organizations.

16. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54 The Sub-grantee, and any sub-awardee at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."
17. Restrictions on "lobbying" and policy development. In general, as a matter of federal law, federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. § 1913. The recipient, or any subrecipient ("subgrantee") may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. § 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program. Another federal law generally prohibits federal funds awarded by OVW from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations. Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OVW for guidance, and may not proceed without the express prior written approval of OVW.
18. Compliance with general appropriations-law restrictions on the use of federal funds. The Sub-grantee, and any sub-awardee at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Should a question arise as to whether a particular use of federal funds by a Sub-grantee (or a sub-awardee) would or might fall within the scope of an appropriations-law restriction, the Sub-grantee is to contact OAIV for guidance and appropriate follow up from OVW, and may not proceed without the express prior written approval of OVW is received by OAIV.

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19. **Reporting potential fraud, waste, and abuse, and similar misconduct** The Sub-grantee and any sub-awardees must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, sub-awardee, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>. The Sub-grantee shall also notify OAIW of any of the foregoing.
20. **Restrictions and certifications regarding non-disclosure agreements and related matters** No Sub-grantee or sub-awardee under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.
- a) In accepting this award, the Sub-grantee:
 - i. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - ii. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit

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resumption of) such obligations only if expressly authorized to do so by that agency.

- b) If the Sub-grantee does or is authorized under this award to make subawards, procurement contracts, or both— it represents that—
 - i. it has determined that no other entity that the Sub-grantee's application proposes may or will receive award funds (whether through a subaward, procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - ii. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and b. it certifies that, if it learns or is notified that any sub-awardee, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

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

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

22. **Encouragement of policies to ban text messaging while driving** Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages Sub-grantees and sub-awardees to adopt

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and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

23. **Compliance with statutory and regulatory requirements.** The Sub-grantee agrees to comply with all relevant statutory and regulatory requirements, which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. §§ 10101 et seq., and OVW's implementing regulations at 28 C.F.R. Part 90.
24. **Compliance with solicitation requirements.** The Sub-grantee agrees that it must be in compliance with requirements outlined in the solicitation under which the approved application was submitted. The program solicitation is hereby incorporated by reference into this award.
25. **VAWA 2013 nondiscrimination condition.** The recipient acknowledges that 34 U.S.C. § 12291(b)(13) prohibits recipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. The recipient agrees that it will comply with this provision. The recipient also agrees to ensure that any subrecipients ("subgrantees") at any tier will comply with this provision.
26. **Misuse of award funds** The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.
27. **Limitation on use of funds to approved activities** The recipient agrees that grant funds will be used only for the purposes described in the recipient's application, unless OAIV determines that any of these activities are out of scope or unallowable. The recipient must not undertake any work or activities that are not described in the recipient's application, award documents, or approved budget, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval, following prescribed practices, of OAIV.

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28. **Non-supplanting.** The Subgrantee agrees that grant funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.
29. **Confidentiality.** The Subgrantee agrees to comply with the provisions of 34 U.S.C. Section 12291(b)(2), nondisclosure of confidential and private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The Subgrantee also agrees to ensure that all sub-awardees at any tier meet these requirements.
30. **Activities that compromise victim safety and recovery or undermine offender accountability.** The Subgrantee agrees that grant funds will not support activities that compromise victim safety and recovery or undermine offender accountability. This includes any activities of the organization, including those that are not funded through OAIV. This includes:
 - a) policies or procedures which exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or gender of their children;
 - b) procedure or policies denying individuals access to services based on their relationship to the perpetrator;
 - c) procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services;
 - d) procedures or policies that impose restrictive conditions to be met by the victim in order to receive services (e.g. counseling, seeking an order of protection);
 - e) procedures or policies that fail to ensure service providers conduct safety planning with victims;
 - f) project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or
 - g) any other activities outlined in the federal or state solicitation.
31. **Termination or suspension for cause.** The Director of OAIV, upon a finding that there has been substantial failure by the recipient to comply with applicable laws, regulations, and/or the terms and conditions of the subgrant or relevant solicitation, will terminate or suspend until the Director is satisfied that there is no longer such failure, all or part of the award.

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32. **Maintaining contact information.** The Subgrantee acknowledges that it is responsible for maintaining updated contact information by contacting their program administrator. This includes programmatic points of contact, fiscal points of contact, and authorized signing official.
33. **Performance Progress Reports.** The Subgrantee agrees to complete annual reports as directed by OAIV and the STOP Administrator.
34. **Publications.** Prior approval is required for any materials prepared, developed or printed by the Sub-grantee utilizing OVW funds. The Subgrantee agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from subaward activities shall contain the following statement:

"This project was supported by Subgrant No. 2019-WF-AX-0054 awarded by the MS State Department of Health, Office Against Interpersonal Violence, state administering agency for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice."
35. **Consultant compensation rates** The Subgrantee acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of \$81.25 per hour, not to exceed \$650 per day. To exceed this specified maximum rate, recipients must submit to OAIV a detailed justification and have such justification approved by OAIV prior to obligation or expenditure of such funds. Issuance of this subaward or approval of the award budget alone does not indicate approval of any consultant rate in excess of \$81.25 per hour, not to exceed \$650 per day. Although prior approval is not required for consultant rates below this specified maximum rate, recipients are required to maintain documentation to support all daily or hourly consultant rates.
36. **Sub-grantee integrity and performance matters:** Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS. The Sub-grantee must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS"). The details of obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at

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<https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

37. **Requirement to disclose whether Sub-grantee is designated "high risk" by a federal or state grant-making agency.** If the Sub-grantee is designated "high risk" by a federal or state grant-making agency, currently or at any time during the course of the period of performance under this award, the Sub-grantee must disclose that fact and certain related information to OAIV. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the Sub-grantee's past performance, or other programmatic or financial concerns with the Sub-grantee. The Sub-grantee's disclosure must include the following: 1. The federal awarding agency that currently designates the Sub-grantee high risk, 2. The date the Sub-grantee was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

38. **Discrimination Findings** The Sub-grantee assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, gender identity, sexual orientation or disability against a Sub-grantee of victim assistance formula funds under this award, the Sub-grantee will notify OAIV at the following address: Director, Office Against Interpersonal Violence, Mississippi State Department of Health, Post Office Box 1700, Jackson, Mississippi 39215-1700.

39. **Purchasing of Equipment.** All equipment having a value of greater than \$5,000 may only be purchased after the sub-grantee has obtained three written quotes (unless purchased under state contract by a state agency or public body). Sub-grantees must follow OAIV policies for tracking equipment. Any equipment or furniture purchased utilizing OAIV funds must be clearly labeled with the following message:
 "This Item was funded in whole or in part through support from Sub-grant No. 2019-WF-AX-0054 awarded by the State of Mississippi, Mississippi Department of Health."

40. **Assistance to Victims in Applying for Compensation.** All victims who appear to be eligible for compensation must be notified of their right to apply for compensation from the MS Crime Victim Compensation Program. Documentation must be made in each case file indicating that the victim has or has not been informed of his/her right to file for compensation. If a client is not informed of his/her rights for compensation a valid reason must be documented in the case file. If a client is clearly not eligible for compensation, it must be documented in the case file along with a valid reason for non-eligibility. If there is any question relating to eligibility the client must be informed of his/her right to file for

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compensation. Those that are clearly eligible must be provided assistance in completing the application (if assistance is requested). All staff and volunteers providing direct services to victims must receive training on Victim Compensation once during each fiscal year. Training related to Victim Compensation must be documented in the employee's grant file or volunteer's file, subject to review by OAIV. Training is to be obtained through the MS Crime Victim Compensation Program staff, or another qualified individual or entity approved by the MS Crime Victim Compensation Program.

41. **Compliance with Professional Standards.** Organizations receiving funding through OAIV must ensure compliance with any applicable standards, including but not limited to, standards adopted by the Mississippi Coalition Against Domestic Violence and the Mississippi Coalition Against Sexual Assault related to the operation of domestic violence shelter programs and sexual assault crisis centers, and any standards adopted by OAIV, as applicable. Any national standards of practice governing specific services, such as child advocacy, should be adhered to as well. Applicants must also ensure that all staff funded through OAIV, as well as any volunteers, hold necessary professional credentials or licensure to perform the duties within their job descriptions. See in general Title 73, Chapters 1-75, of the Mississippi Code for regulated professions and activities. All organizations will be held accountable to ensure that no employee is performing any grant funded work in violation of Mississippi Code Section 73-51-1, regarding the unlicensed practice of a profession. Any person/organization serving as a contractor or consultant under a funded project shall be held to any appropriate professional licensing standards imposed by the State of Mississippi.
42. **Compliance with OAIV Victim Service Standards.** All applicants serving victims must be compliant with any standards implemented by the Office Against Interpersonal Violence governing the operation and provision of services to victims or applicable national standards, as set forth in the Solicitation or as later implemented.
43. **Mandatory Reporting of Child Abuse/Neglect, Human Trafficking and Commercial Sexual Exploitation of Children and Abuse/Neglect of Vulnerable Persons.** Agencies must comply with Mississippi Code Sections 43-21-353(1), 97-3-54.1, 97-5-51 and 97-29-51 by reporting suspected cases of child abuse or neglect to the Department of Child Protective Services and/or appropriate law enforcement or state agency, and with Mississippi Code§ 43-47-7(1)(a) by reporting cases of abuse of a vulnerable person to the Department of Human Services or appropriate law enforcement or state agency as required by law. (NOTE: this is an exception to the rule otherwise pertaining to personally identifying information.)
44. **Compliance with MSDH Sub-grantee Manual.** All Sub-grantees must adhere to the Mississippi State Sub-grantee Manual (<http://msdh.ms.gov/msdhsite/>)

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static/resources/1624.pd0 or other guidance provided by MSDH and/or OAIV. The Sub-grantee must allow the Office Against Interpersonal Violence, MSDH Audit Department, the Office on Violence Against Women (OVW), Office for Victim of Crime (OVC), U.S. Department of Health and Human Services, the Office of the Chief Financial Officer (OCFO), or any other state or federal officer as may be appropriate, access to and the right to examine all records, books, paper or documents related to any federal or state grant.

45. The Sub-grantee, and any sub-awardee at any tier, must authorize OAIV, the Office on Violence Against Women and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper, or documents related to the STOP grant.
46. **Computer Network Requirements.** No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this subsection limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
47. **Reports and Mandatory Meetings.** An entity receiving a grant from OAIV shall submit reports detailing the activities undertaken with the grant funds in the manner specified by OAIV or the particular funding source, and must also agree to attend any meetings, teleconferences or webinars required by OAIV as a condition of grant funding. Reporting requirements for each type of funding will be discussed during the mandatory sub-grantee orientation. All Sub-grantees must collect data on demographics of those served or assisted by the funded program with regard to race, ethnicity, age, gender identity, sexual orientation, and disability, and any other criteria specified by the particular funding source.
48. **Conflict of Interest.** All personnel and other officials connected with agency-funded programs (sub-grantees) shall adhere to the following requirements:
 - a) Activities: No official or employee of a State or unit of local government or a non-governmental Sub-grantee shall participate personally through decisions, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, award, cooperative agreement, claim, controversy, or other particular matter in which award funds (including program income or other funds generated by Federally-funded activities) are used, where to his/her knowledge, he/she or his/her immediate family, partners, organization other than a public agency in which he/she is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom he/she is negotiating or has any arrangement concerning prospective employment has a financial interest or less than an arms-length transaction.

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

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

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

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Optional Provisions:

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

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

Special Requirements for Law enforcement, Prosecution or Court projects.

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

SFY 2021 VAWA STOP Special Conditions

Subgrantee Name	CITY OF HATTIESBURG
Subgrant Award Number	ST-2021-019
Subgrant Project Period	July 1, 2021 – Sept. 30, 2021
Federal Program	OVW Violence Against Women Act STOP
Federal Award Number	2019-WF-AX-0054

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

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

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

SFY 2021 VAWA STOP Special Conditions

Subgrantee Name	CITY OF HATTIESBURG
Subgrant Award Number	ST-2021-019
Subgrant Project Period	July 1, 2021 – Sept. 30, 2021
Federal Program	OVW Violence Against Women Act STOP
Federal Award Number	2019-WF-AX-0054

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

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

-

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

ATTACHMENT C2- CERTIFICATIONS AND ASSURANCES

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

Subgrantee Name	CITY OF HATTIESBURG
Subgrant Award Number	ST-2021-019
Subgrant Project Period	July 1, 2021 – September 30, 2021
Federal Program	VAWA STOP
Federal Award Number	2019-WF-AX-0054

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

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

1. LOBBYING As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

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

Subgrantee Name	CITY OF HATTIESBURG
Subgrant Award Number	ST-2021-019
Subgrant Project Period	July 1, 2021 – September 30, 2021
Federal Program	VAWA STOP
Federal Award Number	2019-WF-AX-0054

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

(d) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(e) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. FEDERAL TAXES

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

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

Subgrantee Name	CITY OF HATTIESBURG
Subgrant Award Number	ST-2021-019
Subgrant Project Period	July 1, 2021 – September 30, 2021
Federal Program	VAWA STOP
Federal Award Number	2019-WF-AX-0054

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

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

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

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

The applicant certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under

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

Subgrantee Name	CITY OF HATTIESBURG
Subgrant Award Number	ST-2021-019
Subgrant Project Period	July 1, 2021 – September 30, 2021
Federal Program	VAWA STOP
Federal Award Number	2019-WF-AX-0054

subparagraph (d)(2), with respect to any employee who is so convicted

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;\

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

Authorized Official Signature

Date

Attachment: D Required Information for Federally Funded Subgrants

I. Subgrantee Information

a. Subgrantee Unique Identifying Number: 079-44-8130

II. Prime Award Information

a. Federal Awarding Agency: U.S Department of Justice/OVW

b. CFDA Number: 16.588

c. Program Name: Violence Against Women Formula Grant

d. Federal Award Identification Number ("FAIN"): 2019-WF-AX-0054

e. Federal Award Date: 08/26/2019

f. Federal Award Amount: \$1,697,522.00

g. Federal Award Project Description:

The STOP Formula Grant Program awarded to states and territories, enhances the capacity of local communities to develop and strengthen effective law enforcement and prosecution strategies to combat violent crimes against women and to develop and strengthen victim services in cases involving violent crimes against women. Each state and territory must allocate 25 percent for law enforcement, 25 percent for prosecutors, 30 percent for victim services (of which at least 10 percent must be distributed to culturally specific community-based organizations), 5 percent to state and local courts, and 15 percent for discretionary distribution.

III. Subgrant Information

Type of Award: ☒ Program or ☐ Research

Attachment E: Additional Terms

Section 4.0 is revised to include the following paragraph:

4.2.4 The Subgrantee is responsible for meeting the match requirement in the amount of \$3,254.64.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, August 17, 2021

Re: Approve submission of grant application and execution of the grant agreement for FTA grant MS-2021-012-00 for Hub City Transit, utilizing 5339 and 5307 funds for preventive maintenance and rolling stock. The total project cost is \$1,082,456 (\$865,965 federal share and \$216,491 local share).
File Number: 2021-1010
Minute Book #

Summary

FTA 5339 & 5307: Preventive Maintenance & Rolling Stock

Recommendation Statement

I recommend approval of submission of the grant application and execution of the grant agreement for FTA grant MS-2021-012-00 for Hub City Transit, utilizing 5339 and 5307 funds for preventive maintenance and rolling stock. The total project cost is \$1,082,456 (\$865,965 federal share and \$216,491 local share).

Please place this on the August 17, 2021 City Council meeting for consideration.

DOT

FTA

U.S. Department of Transportation

Federal Transit Administration

Award

Federal Award Identification Number (FAIN)	MS-2021-012-00
Temporary Application Number	1108-2021-1
Award Name	Super Grant – Sections 5339 & 5307 – Preventive Maintenance & Rolling Stock; Hattiesburg, MS
Award Status	Active (Executed)
Award Budget Number	0

Period of Performance Start Date	8/3/2021	
Original Period of Performance End Date	3/30/2026	
Current Period of Performance End Date	3/30/2026	Revision #: 0

Part 1: Recipient Information

Name: HATTIESBURG, CITY OF

Recipient ID	Recipient OST Type	Recipient Alias	Recipient DUNS
1108	City	CITY OF HATTIESBURG	079448130

Location Type	Address	City	State	Zip
Headquarters	200 FORREST ST	HATTIESBURG	MS	394013451
Physical Address	200 FORREST ST	HATTIESBURG	MS	39401
Mailing Address	PO BOX 1898	HATTIESBURG	MS	39403

Union Information

Union Name	NO UNIONS
Address 1	N/A
Address 2	
City	N/A
State	

Zipcode	
Contact Name	N/A
Telephone	000-000-00
Fax	
E-mail	
Website	

Part 2: Award Information

Title: Super Grant – Sections 5339 & 5307 – Preventive Maintenance & Rolling Stock; Hattiesburg, MS

FAIN	Award Status	Award Type	Date Created	Last Updated Date	From TEAM?
MS-2021-012-00	Active (Executed)	Grant	5/21/2021	5/21/2021	No

Award Executive Summary

This is a Section 5307 and 5339 application in the amount of \$865,965, and will incorporate 5339 funds from FFY 2018 (\$213,107); and 5307 funds from FFY 2019 (\$87,925) and FFY 2020 (\$564,933) for a total project cost of \$1,082,456 (\$865,965 federal and \$216,491 local match). Funds will be applied to rolling stock (\$400,000) and preventive maintenance (\$465,965). The City has similar activities in earlier awards, which are still active, but those funds are anticipated to be depleted prior to the use of these funds. Those other active grant numbers are MS-2019-009-00, MS-2017-006-01, and MS-2017-003-01. FY 2018 5339 funds in the amount of \$213,107 are lapsing in September 2021.

Local match will come from City receipts including rider fares and transfers from local general fund resources. These projects are programmed in the FY 2021-2024 TIP for the Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization (MPO), the latest amended version of which was approved March 1, 2021. These projects are likewise incorporated on the 2021-2024 STIP.

This application will fund one project for Preventive Maintenance and Capital Assistance (rolling stock). The funding in this application is intended to support the maintenance and upkeep of existing assets and the purchase of rolling stock.

This project is supported by the TIP and STIP - particularly pages 47 and 50 of the TIP, which correspond to the STIP pages 46 and 49. The ALI's included in this application are referenced under the Four Year Program Plan and are included with the years 2022 and 2023, which are city's fiscal years 2022 and 2023. The pages list \$640,900 for 2022 Preventive Maintenance (\$512,720 federal; \$128,180 local), and \$481,927.72 for rolling stock (2022: \$200,000 federal; \$40,963.86 local and 2023: \$200,000 federal; \$40,963.86 local). See table attached titled "1108-2021-1_Funding_TIP_STIP."

The City will expend at least 1% of the award funds on security-related projects. Approximately \$8,660 in federal funds will be spent (in addition to applicable local match) on add-ons for rolling stock purchases for security purposes such as safety features for passengers using wheelchairs and for on-bus camera systems. Additional funds may be applied to ongoing monitoring features for transit facilities.

Frequency of Milestone Progress Reports (MPR)

Annual

Frequency of Federal Financial Reports (FFR)

Annual

Does this application include funds for research and/or development activities?

This award does not include research and development activities.

Pre-Award Authority

This award is using Pre-Award Authority.

Does this application include suballocation funds?

Recipient organization is directly allocated these funds and is eligible to apply for and receive these funds directly.

Will this Grant be using Lapsing Funds?

Yes, this Grant will use Lapsing Funds.

Will indirect costs be applied to this application?

This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review

No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

Award Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
	layana.george@dot.gov	General Engineer		
Jennifer	Shows	Grant Coordinator	jshows@hattiesburgms.com	(601) 545-4544
	andres.ramirez@dot.gov	General Engineer		

Award Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	\$213,107
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$652,858
Local			\$216,491
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$1,082,456

Award Budget

Project Number		Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
MS-2021-012-01-00	111-00 (111-A1)	BUS - ROLLING STOCK	\$213,107.00	\$53,277.00	\$266,384.00	1
MS-2021-012-01-00		BUY 11.12.03 REPLACEMENT 30-FT BUS	\$213,107.00	\$53,277.00	\$266,384.00	1
MS-2021-012-02-00	111-00 (111-A2)	BUS - ROLLING STOCK	\$186,893.00	\$46,723.00	\$233,616.00	1
MS-2021-012-02-00		BUY 11.12.03 REPLACEMENT 30-FT BUS	\$186,893.00	\$46,723.00	\$233,616.00	1
MS-2021-012-02-00	117-00 (117-A3)	OTHER CAPITAL ITEMS (BUS)	\$465,965.00	\$116,491.00	\$582,456.00	1
MS-2021-012-02-00		11.7A.00 PREVENTIVE MAINTENANCE	\$465,965.00	\$116,491.00	\$582,456.00	1

Discretionary Allocations

This application does not contain discretionary allocations.

Sources of Federal Financial Assistance

PO Number	Project Number	Scope Name	Scope Number	Scope Suffix	UZA Code	Area Name	Account Class Code	FPC	Description	Amendment Amount	Cumulative Amount
MS-34-X 013	MS-2021-012-01-00	BUS - ROLLING STOCK	111-00 (111)	A1	2800 00	Mississippi	2018.25.3 4.BF.2	00	Bus Form - Formula Alloc	\$213,107	\$213,107
MS-90-X 116	MS-2021-012-02-00	BUS - ROLLING STOCK	111-00 (111)	A2	2800 00	Mississippi	2019.25.9 0.91.2	00	Urbanized Area Formula Grants	\$186,893	\$186,893
MS-90-X 116	MS-2021-012-02-00	OTHER CAPITAL ITEMS (BUS)	117-00 (117)	A3	2800 00	Mississippi	2019.25.9 0.91.2	00	Urbanized Area Formula Grants	\$465,965	\$465,965

Part 3: Project Information

Project Title: Section 5339 Capital - Rolling Stock

Project Number	Temporary Project Number	Date Created	Start Date	End Date
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MS-2021-012-01-00

1108-2021-1-P1

5/21/2021

10/1/2021

9/30/2023

Project Description

This grant will fund one (1) project for Capital Assistance - Rolling Stock. This grant will use Section 5339 FFY2019 funds in the amount of \$213,107 plus \$53,277 in local match for a total of \$266,384 and as follows.

1. Rolling Stock - \$213,107 federal + \$53,277 local match

Local match will come from the City receipts. These projects are programmed in the FY 2021-2024 TIP for the Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization (MPO), the latest amended version of which was approved March 1, 2021. These projects are likewise incorporated on the 2021-2024 STIP. See attached TIP/STIP pages.

Project Benefits

This project will benefit Hub City Transit and all those individuals who utilize it. With the replacement buses, HCT will be able to retire stock that is beyond its useful life, enabling the system to continue to run smoothly and efficiently.

Additional Information

None provided.

Location Description

This project will take place in the UZA of Hattiesburg, Mississippi.

Project Location (Urbanized Areas)

UZA Code	Area Name
283380	Hattiesburg, MS

Congressional District Information

State	District	Representative
Mississippi	4	Steven M Palazzo

Program Plan Information**STIP/TIP**

Date: 3/1/2021

Description: 2021 - 20214 TIP pages 47 and 50. These are incorporated into the 2021-2024 STIP (pages 46 & 49).

UPWP

Date: 8/14/2020

Description: The UPWP shows planning activities related to public transportation. Public Transportation is Task 6.0, and can be found on the attached pages 24-25.

Long Range Plan

Date: 12/29/2020

Description: The 2045 Metropolitan Transportation Plan shows funds for maintenance and capital during the years 2021-2045, in chapter 5, Implementation, Public Transit Projects, pages 50-55.

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	\$213,107
Local			\$53,277
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$266,384

Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
MS-2021-012-01-00	111-00 (111-A1) BUS - ROLLING STOCK	\$213,107.00	\$53,277.00	\$266,384.00	1
MS-2021-012-01-00	11.12.03 BUY REPLACEMENT 30-FT BUS	\$213,107.00	\$53,277.00	\$266,384.00	1

Project Budget Activity Line Items

Budget Activity Line Item: 11.12.03 - BUY REPLACEMENT 30-FT BUS				
Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS - ROLLING STOCK (111-00)	11.12.03	BUY REPLACEMENT 30-FT BUS	BUY REPLACEMENTS - CAPITAL BUS	1

Extended Budget Description

Section 5339 funds in the amount of \$213,107 will be used toward the purchase of a medium-size, medium-duty bus for replacement, during the City's 2022 and 2023 Fiscal Years, from October 1, 2021 to September 30, 2022, and October 1, 2021 to September 30, 2023. The approximate total cost is \$500,00 (\$400,000 federal and \$100,000 local match) including all necessary equipment to place it into service. The remaining cost not covered by 5339 funds will be covered by 5307 funds in a separate project within this application. Anticipated useful life is at least 7 years or an accumulation of at least 200,000 miles.

A portion of the cost of the bus will include safety features such as wheelchair restraints and camera

systems to apply toward the total 1% of the award for security enhancements.

Funds for the match for this ALI will derive from rider fares and local jurisdiction general funds through an annually budgeted transfer.

The City (Hub City Transit) will operate this bus in the same manner as other buses on the fixed route system. The new bus will replace a 30-passenger medium-duty 2007 GILLIG bus that is past its useful life at 14 years and over 370,000 miles.

Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Propulsion	Fuel Type	Vehicle Condition	Vehicle Size (ft.)
N/A	Diesel Fuel	New	30 ft

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	\$213,107
Local			\$53,277
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$266,384

Milestone Name	Est. Completion Date	Description
RFP/IFB Issue Date	10/1/2021	Let for bids if not already covered under an existing contract.
Contract Award Date	1/1/2022	If bid is required, award bid.
Initial Delivery Date	3/31/2023	Bus delivered and inspected.
Final Delivery Date	6/30/2023	
Contract Completion Date	9/30/2023	

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date	Description	Date
	Class IIc CE Approved	5/21/2021

Project Title: Section 5307 Preventive Maintenance & Rolling Stock

Project Number	Temporary Project Number	Date Created	Start Date	End Date
MS-2021-012-02-00	1108-2021-1-P2	5/21/2021	10/1/2021	9/30/2023

Project Description

This grant will fund one (1) project for Preventive Maintenance and Capital Assistance. This grant will use Section 5307 FFY 2019 (\$87,925) and FFY 2020 (\$564,933) funds in the amount of \$652,858 plus \$163,214 in local match for a total of \$816,072 and as follows.

1. Preventive Maintenance - \$465,965 federal + \$116,491 local match
2. Rolling Stock - \$186,893 federal + \$46,723 local match

Local match will come from the City receipts. These projects are programmed in the FY 2021-2024 TIP for the Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization (MPO), the latest amended version of which was approved March 1, 2021. These projects are likewise incorporated on the 2021-2024 STIP. See attached TIP/STIP pages.

Project Benefits

This project will benefit Hub City Transit and all those individuals who utilize it. With the replacement buses, HCT will be able to retire stock that is beyond its useful life, enabling the system to continue to run smoothly and efficiently.

Additional Information

None provided.

Location Description

This project will take place in the UZA of Hattiesburg, Mississippi.

Project Location (Urbanized Areas)

UZA Code	Area Name
283380	Hattiesburg, MS

Congressional District Information

State	District	Representative
Mississippi	4	Steven M Palazzo

Program Plan Information

STIP/TIP

Date: 3/1/2021

Description: TIP pages 47 and 50 are attached and correspond to STIP pages 46 and 49.

UPWP

Date: 8/14/2020

Description: The UPWP shows planning activities related to public transportation. Public Transportation is Task 6.0, and can be found on pages 24-25.

Long Range Plan

Date: 12/29/2020

Description: The 2045 Metropolitan Transportation Plan shows funds for maintenance and capital during the years 2021-2045, in chapter 5, Implementation, Public Transit Projects, pages 50-55.

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$652,858
Local			\$163,214
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$816,072

Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
MS-2021-012-02-00	111-00 (111-A2) BUS - ROLLING STOCK	\$186,893.00	\$46,723.00	\$233,616.00	1
MS-2021-012-02-00	BUY 11.12.03 REPLACEMENT 30-FT BUS	\$186,893.00	\$46,723.00	\$233,616.00	1
MS-2021-012-02-00	117-00 OTHER CAPITAL ITEMS (BUS)	\$465,965.00	\$116,491.00	\$582,456.00	1

	(117-A3)					
MS-2021-012-02-00	11.7A.00	PREVENTIVE MAINTENANCE	\$465,965.00	\$116,491.00	\$582,456.00	1

Project Budget Activity Line Items

Budget Activity Line Item: 11.7A.00 - PREVENTIVE MAINTENANCE

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7A.00	PREVENTIVE MAINTENANCE	OTHER CAPITAL ITEMS (BUS)	1

Extended Budget Description

Section 5307 FFY 2019 funds in the amount of \$87,925 and Section 5307 FFY 2020 funds in the amount of \$378,040 will be used for the provision of preventive maintenance services—both in-house and outsourced to various vendors—for the general maintenance and needed repair of all system equipment and facilities. Said services are anticipated to be provided concurrent with the City's 2022 Fiscal Year, from October 1, 2021 to September 30, 2022.

Preventive Maintenance - \$465,965 federal and \$116,491 local match, for a total cost of \$582,456.

Funds for the match for this ALI will derive from rider fares and local jurisdiction general funds through an annually budgeted transfer.

It is likely that in the course of the grant term, that certain items may have to be purchased in the maintenance of rolling stock or facilities that will exceed \$5,000. When this occurs, consideration will be given to the useful life of the asset being maintained as well as the useful life of the acquired item to ensure that such purchases are reasonable and necessary. Additionally, if and when such purchase needs are identified, a budget revision will be made to the grant listing any additional capital asset having over \$5,000 value and its respective useful life.

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$465,965
Local			\$116,491
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0

Total Eligible Cost	\$582,456
----------------------------	------------------

Milestone Name	Est. Completion Date	Description
Start Date	10/1/2021	Start of City's FY 2022.
End Date	9/30/2022	End of City's FY 2022.

Budget Activity Line Item: 11.12.03 - BUY REPLACEMENT 30-FT BUS

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS - ROLLING STOCK (111-00)	11.12.03	BUY REPLACEMENT 30-FT BUS	BUY REPLACEMENTS - CAPITAL BUS	1

Extended Budget Description

Section 5307 funds in the amount of \$186,893 will be used toward the purchase of a medium-size, medium-duty bus for replacement, during the City's 2022 Fiscal Year, from October 1, 2021 to September 30, 2022. The approximate cost is \$500,00 (\$400,000 federal and \$100,000 local match) including all necessary equipment to place it into service. The remaining cost not covered by 5307 funds will be covered by 5339 funds in a separate project within this application. Anticipated useful life is at least 7 years or an accumulation of at least 200,000 miles.

A portion of the cost of the bus will include safety features such as wheelchair restraints and camera systems to apply toward the total 1% of the award for security enhancements.

Funds for the match for this ALI will derive from rider fares and local jurisdiction general funds through an annually budgeted transfer.

The City (Hub City Transit) will operate this bus in the same manner as other buses on the fixed route system. The new bus will replace a 30-passenger medium-duty 2007 GILLIG bus that is past its useful life at 14 years and over 370,000 miles.

Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Propulsion	Fuel Type	Vehicle Condition	Vehicle Size (ft.)
N/A	Diesel Fuel	New	30 ft

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$186,893
Local			\$46,723
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0

Adjustment		\$0
Total Eligible Cost		\$233,616

Milestone Name	Est. Completion Date	Description
RFP/IFB Issue Date	10/1/2021	Let for bids if not already covered under an existing contract.
Contract Award Date	1/1/2022	If bid is required, award bid.
Initial Delivery Date	3/30/2023	Bus delivered and inspected.
Final Delivery Date	6/30/2023	
Contract Completion Date	9/30/2023	Reports entered.

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date	Description
5/21/2021	Class IIc CE Approved

Part 4: Fleet Details

Fleet Type: Fixed Route

Fleet Comments

None provided.

		Current Value
I.	Active Fleet	
	A. Peak Requirement	9

	B. Spares	6
	C. Total (A+B)	15
	D. Spare Ratio (B/A)	66.67%
II.	Inactive Fleet	
	A. Other	0
	B. Pending Disposal	1
	C. Total (A+B)	1
III.	Total (I.C and II.C)	16

Fleet Type: Paratransit

Fleet Comments

None provided.

		Current Value
I.	Active Fleet	
	A. Peak Requirement	3
	B. Spares	1
	C. Total (A+B)	4
	D. Spare Ratio (B/A)	33.33%
II.	Inactive Fleet	
	A. Other	0
	B. Pending Disposal	0
	C. Total (A+B)	0
III.	Total (I.C and II.C)	4

Part 5: FTA Review Comments

Application Review Comments

Comment By Andres Ramirez

Comment Type Pre-Award Manager Returns Application

Date 5/26/2021

Comment Please re-transmit.

Comment By Andres Ramirez

Comment Type Pre-Award Manager Returns Application

Date 7/2/2021

Executive Summary

Comment Please revise the STIP in the attachments section to make sure you only attach the final approved pages showing the projects associated with this grant and verify that the pages mentioned in the executive summary match with the activities in this grant application. Please attach a table showing for each one of the ALIs the FTA Section program/FFY, TIP-STIP page (or Reference Number), Federal Dollar amounts in the approved TIP/STIP and the corresponding Year in the TIP/STIP (and include a reference to this attachment in the Executive Summary):

11.7A.00 PREVENTIVE MAINTENANCE

Per FTA C. 9030 page E-4, Preventive Maintenance can only be for the current and/or previous FY. The PM period of performance from October 1, 2022 to September 30, 2023 is not eligible at this time. Please remove this ALI of adjust period of performance to comply with this requirement.

Part 6: Agreement

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL TRANSIT ADMINISTRATION

GRANT AGREEMENT (FTA G-28, February 9, 2021)

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(28), February 9, 2021, <http://www.transit.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: HATTIESBURG, CITY OF

Recipient ID: 1108

DUNS No: 079448130

Award Information

Federal Award Identification Number: MS-2021-012-00

Award Name: Super Grant – Sections 5339 & 5307 – Preventive Maintenance & Rolling Stock; Hattiesburg, MS

Award Start Date: 8/3/2021

Original Award End Date: 3/30/2026

Current Award End Date: 3/30/2026

Award Executive Summary: This is a Section 5307 and 5339 application in the amount of \$865,965, and will incorporate 5339 funds from FFY 2018 (\$213,107); and 5307 funds from FFY 2019 (\$87,925) and FFY 2020 (\$564,933) for a total project cost of \$1,082,456 (\$865,965 federal and \$216,491 local match). Funds will be applied to rolling stock (\$400,000) and preventive maintenance (\$465,965). The City has similar activities in earlier awards, which are still active, but those funds are anticipated to be depleted prior to the use of these funds. Those other active grant numbers are MS-2019-009-00, MS-2017-006-01, and MS-2017-003-01. FY 2018 5339 funds in the amount of \$213,107 are lapsing in September 2021.

Local match will come from City receipts including rider fares and transfers from local general fund resources. These projects are programmed in the FY 2021-2024 TIP for the Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization (MPO), the latest amended version of which was approved March 1, 2021. These projects are likewise incorporated on the 2021-2024 STIP.

This application will fund one project for Preventive Maintenance and Capital Assistance (rolling stock). The funding in this application is intended to support the maintenance and upkeep of existing assets and the purchase of rolling stock.

This project is supported by the TIP and STIP - particularly pages 47 and 50 of the TIP, which correspond to the STIP pages 46 and 49. The ALI's included in this application are referenced under the Four Year Program Plan and are included with the years 2022 and 2023, which are city's fiscal years 2022 and 2023. The pages list \$640,900 for 2022 Preventive Maintenance (\$512,720 federal; \$128,180 local), and \$481,927.72 for rolling stock (2022: \$200,000 federal; \$40,963.86 local and 2023: \$200,000 federal; \$40,963.86 local). See table attached titled "1108-2021-1_Funding_TIP_STIP."

The City will expend at least 1% of the award funds on security-related projects. Approximately \$8,660 in federal funds will be spent (in addition to applicable local match) on add-ons for rolling stock purchases for security purposes such as safety features for passengers using wheelchairs and for on-bus camera systems. Additional funds may be applied to ongoing monitoring features for transit facilities.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is directly allocated these funds and is eligible to apply for and receive these funds directly.

Pre-Award Authority: This award is using Pre-Award Authority.

Award Budget

Total Award Budget: \$1,082,456.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$865,965.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$216,491.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$865,965.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$216,491.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	\$213,107
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$652,858
Local			\$216,491
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$1,082,456

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Review Decision: DOL Concur - Certified
Original Certification Date: 8/2/2021

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:
Yvette Taylor
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info: yvette.taylor@dot.gov
Award Date: 8/3/2021

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
 - (a) Statements,
 - (b) Representations,
 - (c) Warranties,
 - (d) Covenants, and
 - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:
Toby Barker
Mayor
HATTIESBURG, CITY OF
8/3/2021



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones

cc:

Date: Tuesday, August 17, 2021

Re: Declare surplus certain parcels of city-owned property at PPIN No. 15590 and PPIN No. 45721 and authorize purchase option agreement between the City of Hattiesburg and Mechanics Row, LLC. in the amount of \$46,150.00 , in accordance with 21-17-1.
File Number: 2021-1037
Minute Book #

Summary

Declare surplus certain parcels of city-owned property at PPIN No. 15590 and PPIN No. 45721 and authorize purchase option agreement between the City of Hattiesburg and Mechanics Row, LLC. in the amount of \$46,150.00, in accordance with 21-17-1.

Recommendation Statement

I recommend this item be placed before Council for consideration.

Please place this on the August 17, 2021 City Council meeting for consideration.

STATE OF MISSISSIPPI

COUNTY OF FORREST

PURCHASE OPTION AGREEMENT

For valuable consideration acknowledged by the parties hereto, the undersigned, **CITY OF HATTIESBURG**, hereinafter referred to as "Seller", and **MECHANICS ROW, LLC**, hereinafter referred to as "Buyer", as of the 1st day of AUGUST, 2021 (the "Effective Date") do hereby enter the following Purchase Option Agreement for the sale and purchase of real property:

1. **PURCHASE AND SALE** Subject to the terms and provisions of a Purchase and Sale Contract, to be executed by the parties in the event Buyer exercises its Purchase Option, the Seller agrees to sell and the Buyer agrees to purchase from Seller, all of Seller's interest in those certain parcels of real property identified as Lots 3, 4, 5, 6, 9, 10, 11, 12, 13 and 14 in Block 3 of the Hardy and Scott Survey, situated at East Pine and Front Streets, Hattiesburg, Forrest County, Mississippi 39401, (Parcels 64 and 77.01) as more particularly described by legal description provided in Exhibit "A" attached hereto, together with any and all appurtenances thereto, any and all improvements located thereon, and any and all easements, rights-of-way, and rights of ingress and egress related thereto, and any and all other rights, title and interest of Seller of any sort related in any way thereto (collectively, the "Property").
2. **PURCHASE OPTION:** Conditioned upon the re-zoning of the Property for purposes of residential development by the Buyer and for a period of time sufficient to complete the re-zoning process, not to exceed twelve (12) months, beginning on the Effective Date hereof, Seller grants unto Buyer an exclusive option to purchase the property described herein. In any event, the Buyer must exercise its option to purchase the Property, if at all, within thirty (30) days of Seller's certification that the Property has been re-zoned for residential use. The purchase price of the Property shall be FORTY SIX THOUSAND ONE HUNDRED FIFTY AND NO\100 DOLLARS (\$46,150.00) to be paid in cash or the equivalent thereof at Closing.
3. **DEPOSIT** With the execution of this Purchase Option Agreement, the Buyer has paid to Seller or Seller's agent / attorney a deposit in the amount equal to ten (10%) percent of the purchase price or Four Thousand Six Hundred Fifteen Dollars (\$4,615.00). The Deposit shall be applied to the purchase price at Closing, provided the property is re-zoned for residential development for Buyer's purposes and Buyer has timely exercised its option to purchase the Property as provided by this Purchase Option Agreement. If Buyer fails to timely exercise its option to purchase within time allowed herein, unless extended by Seller, the deposit shall be forfeited to Seller. If the property is not re-zoned as contemplated herein, the deposit shall be fully refunded to Buyer.
4. **REPRESENTATIONS and WARRANTIES** Seller represents and warrants to Buyer that (i) Seller has the right, power and authority to execute this agreement and consummate the transactions contemplated hereby, (ii) Seller will use its best efforts to assist and facilitate the Buyer's application(s) for re-zoning of the Property for residential purposes.

Buyer represents and warrants that it is duly organized as a Mississippi Limited Liability Company and that it has the right, power and authority to execute this agreement and consummate the transactions contemplated hereby. The Buyer further represents that application(s) for re-zoning as contemplated herein will be submitted to the City of Hattiesburg within thirty (30) days of the Effective Date hereof and the Buyer will exercise its best efforts to accomplish the re-zoning process as expeditiously as possible.

5. **NOTICES** Any notice which either party may or is required to give hereunder shall be given in writing to the other party, each at the address set forth below, or at such other address as may be designated in writing by the parties from time to time by (i) hand delivery, (ii) certified mail, return receipt requested, (iii) overnight delivery, (iv) email with valid, time-stamped confirmation of delivery. Rejection or other refusal to accept or the inability to deliver due to change of address for which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or obstruction of delivery:

BUYER:

Mechanics Row, LLC
P O Box 15039
Hattiesburg, MS 39404
Tel. 601 270 9590

joel@hubdevelopment.com

SELLER:

City of Hattiesburg
c/o
P O Box
Hattiesburg, MS 39403
601 297 8903

annjones@hattiesburgms.com

6. **MISCELLANEOUS**

(a). Time is of the Essence with respect to each of the provisions contained in this agreement.

(b). This agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and shall supersede all prior understanding, whether written or oral, between the parties hereto.

(c). The unenforceability or invalidity of any one or more provisions hereof shall not affect the validity or enforceability of any of the other provisions hereof.

(d). This agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective heirs, successors and permitted assigns.

(e). N/A

(f). The captions and headings herein are for convenience and reference only and shall not in any way affect or alter the provisions thereunder.

(g). This agreement may only be amended by the written agreement of the parties hereto.

(h). N/A

(i). This agreement shall be governed by and construed under and in accordance with the laws of the state in which the Property is located. Seller and Buyer consent and agree that the courts in such state shall have exclusive jurisdiction over all disputes arising hereunder.

(j). A facsimile copy of this agreement and any signatures thereon shall be considered, for all purposes, as an original.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, or caused this agreement to be executed, as of the Effective Date herein: August ____, 2021.

Seller:

Buyer:

CITY OF HATTIESBURG, MISSISSIPPI

MECHANICS ROW, LLC

EIN# 87-1785235

EXHIBIT A
(Legal Description and Plat)

Legal Description

EXHIBIT "A"

Lots Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13) and Fourteen (14) in Block Three (3) of and according to the Hardy and Scott Survey as per the map or plat thereof on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi, and being the same property as that acquired by the Grantors' predecessor in title, B. E. Green, pursuant to Warranty Deed of record in Land Deed Books 26 at Page 406, 29 at Pages 347-348 and 60 at Pages 339-340.

PARCEL NO. ONE: Lots 3, 4, 5, & 6 of Block Three (3) of the Hardy and Scott Survey 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.

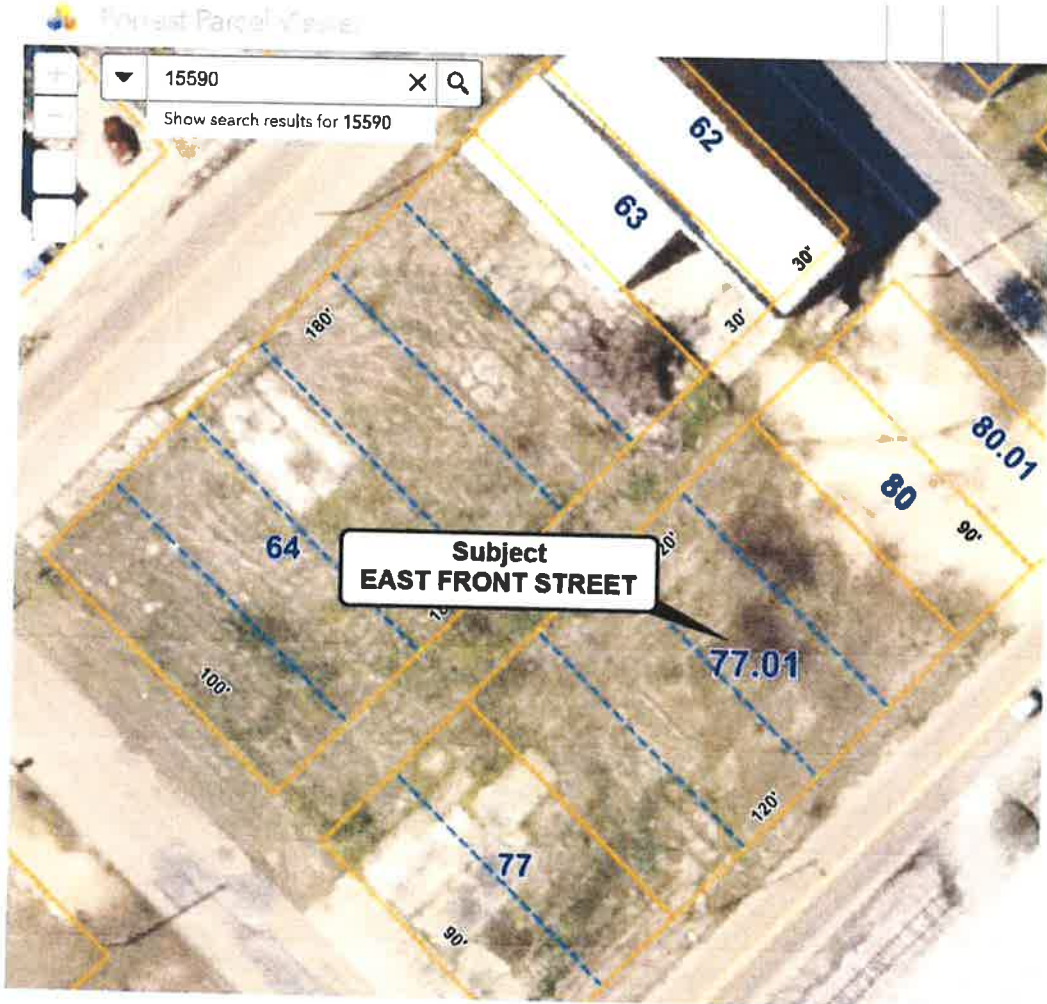
Lots 9 & 10 of Block 4 of the Hardy and Scott Survey of the City of Hattiesburg, Forrest County, Mississippi, as per map or plat on file in the office of the Chancery Clerk of said County and State, together with all improvements thereon and appurtenances thereunto belonging.

**Inst. 751818
Bk 1235 Pg 0736**

Aerial Site Map

12/29/2020

Forrest Parcel Viewer



40ft

<https://agdonline.maps.arcgis.com/apps/webappviewer/index.html?id=507a95128fb423abaffacd073e5f2a5>

1/1

APPRAISAL REPORT

Identification of Property

Vacant Land; (PPIN No. 45721)
East Front Street,
Hattiesburg, Forrest County, Mississippi 39401



Prepared For:

City of Hattiesburg
c/o Ms. Ann Jones, Chief Administrative Officer
200 Forrest Street,
Hattiesburg, Mississippi 39401

Prepared By:

Zac Fairley Appraisals, LLC
84 North of Fields
Hattiesburg, Mississippi 39402

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ADDENDA

Subject Exhibits

Engagement Letter

Qualifications of Appraisers



ZAC FAIRLEY APPRAISALS & CONSULTING

601-466-2750 ZFAPPRaiser@GMAIL.COM

December 7th, 2020

City of Hattiesburg
c/o Ms. Ann Jones, Chief Administrative Officer
200 Forrest Street,
Hattiesburg, Mississippi 39401

Re: Appraisal of a vacant parcel of land identified as PPIN No. 45721 located along E. Front Street,
Hattiesburg, Forrest County, Mississippi 39401

Dear Ms. Jones:

Thank you for the opportunity to provide appraisal services. Based on our agreement, I have performed an appraisal and reported our findings in this Appraisal Report. This report is intended to comply with the reporting requirements under Standards Rule 2.2(a) of the Uniform Standards of Professional Appraisal Practice.

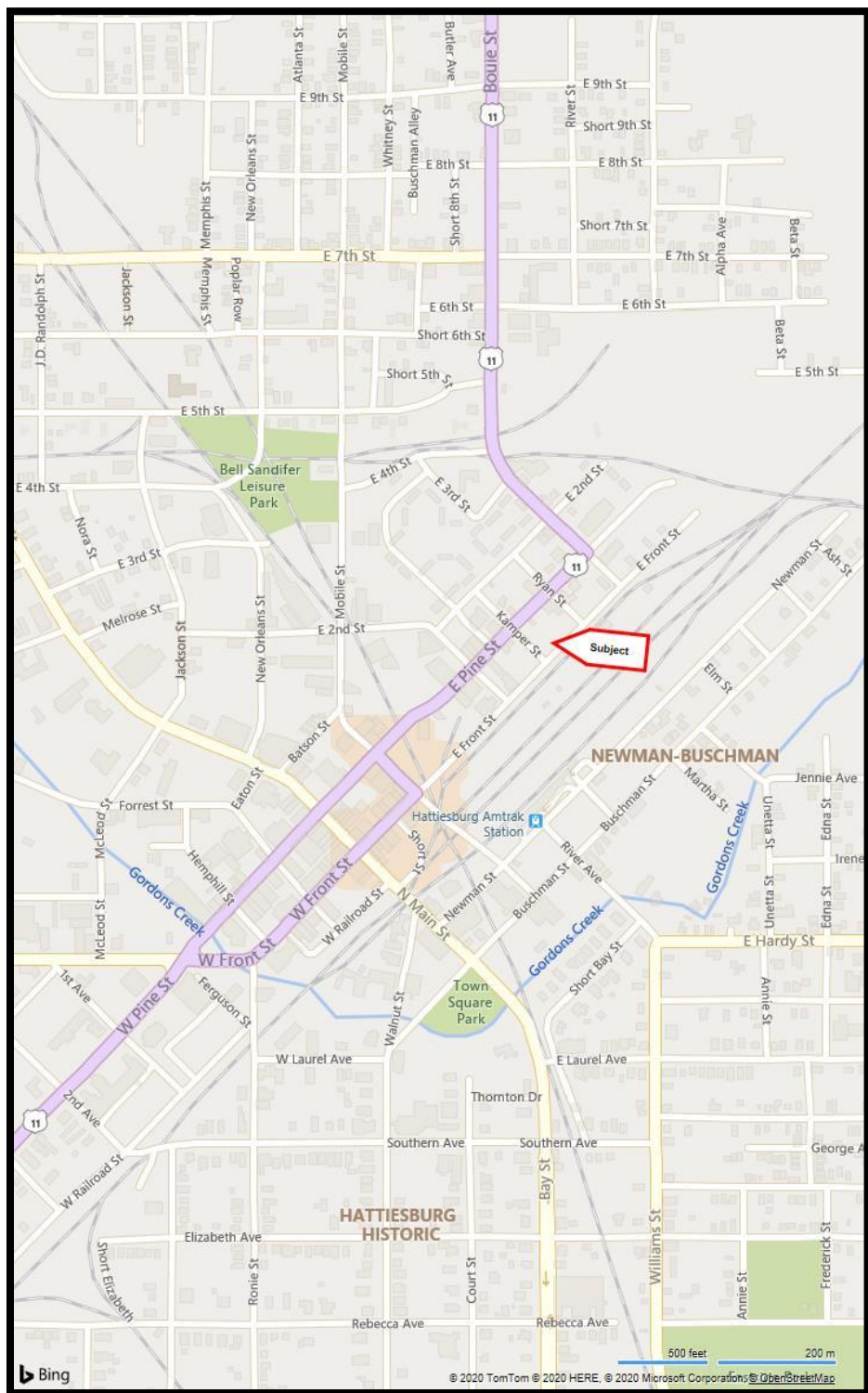
REAL ESTATE MARKET VALUE			
Appraisal Condition	Interest Appraised	Effective Date of Value	Market Value
"As Is"	Fee Simple Estate	November 25 th , 2020	\$19,000

The following report sets out my reasoning, methodology, and conclusions. It has been prepared in accordance with the appraisal standards and procedures as currently promulgated by the Appraisal Standards Board of the Appraisal Foundation. The report is also prepared in accordance with the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.

I strive to present the most timely market data with pertinent analytical methods reflective of current market participants. Nonetheless, we are receptive to suggestions of methodology, presentation or other concerns about this report. I appreciate this opportunity to provide service and look forward to providing appraisal or consulting services for the City of Hattiesburg in the future.

Respectfully submitted,

Zachary H. Fairley
State Licensed Real Estate Appraiser,
#LA-1868



Summary of Salient Facts and Conclusions	
Property Type	Commercial Land
Property Address	E. Front Street, Hattiesburg, Forrest County, Mississippi 39401
Property Location	The property is located along the west side of E Front Street, between Kamper Street and Ryan Street in downtown Hattiesburg.
Property Tax Identification Number(s)	2-029I-10-077.01
Owner of Record	City of Hattiesburg
Date of the Report	December 7 th , 2020
Effective Date of the Appraisal	November 25 th , 2020
Property Rights Appraised	Fee Simple
Land Area	120' x 90' or 10,800 Square Feet, More or Less The site size was obtained from the Forrest County Tax Assessor's records, and considered to be accurate. A survey of the property was not provided. If a survey is provided indicating a different acreage, we reserve the right to alter our value.
Zoning Designation	B-5; Regional Business District
Highest and Best Use As Vacant	Any commercial use permitted within the current zoning district.
Estimated Exposure Time and Marketing Period	12-24 Months
Current Use	Undeveloped Land
Market Value Conclusions	"As Is"
Sales Comparison Approach	\$18,900
Final Value Conclusion	\$19,000

Purpose of the Appraisal

The purpose of this appraisal is to formulate and express an estimate of the market value for fee simple interest in the property as of the effective appraisal date, November 25th, 2020.

Intended Use/Client and Intended User(s)

The intended use of this report is for internal decision making purposes by the client and/or participants. It is our understanding that the client and intended user of the report is Ms. Ann Jones, Chief Administrative Assistant on behalf of the City of Hattiesburg. The appraisal is not intended for any other use or user. The definition of market value relied upon is included before the Addenda.

Competency of the Appraisers

The appraisers' specific qualifications are included within this report. These qualifications serve as evidence of their competence for the completion of this appraisal assignment in compliance with the competency provision in USPAP. The appraisers' knowledge and experience, combined with their professional qualifications, are commensurate with the complexity of this assignment. The appraiser has

previously provided consultation and value opinion for properties similar to the subject in Hattiesburg, Mississippi and the regional area.

Interest Appraised

- **Fee Simple Interest** is absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Effective Date of Value

November 25th, 2020

Date of Report

December 7th, 2020

Scope of Work

Scope of work is the most critical decision an appraiser will make in performing an assignment. Solving an appraisal problem involves three steps:

1. Identifying the problem
2. Determining the solution (or scope of work)
3. Applying the solution

None of the three steps can be omitted, and each must be performed in order. To analyze the problem, the appraiser identifies seven key assignment elements: (1) client, (2) intended users in addition to the client, (3) intended use, (4) objective of the appraisal, or type of value and its definition, (5) effective date, (6) property characteristics that are relevant to the assignment such as the interest to be valued and physical and legal characteristics), and (7) assignment conditions such as hypothetical conditions, extraordinary assumptions, and other requirements. These elements provide the framework for the assignment and allow the appraiser to identify the problem to be solved.

The second step is to determine the scope of work to solve the problem. Scope of work encompasses all aspects of the valuation process, including which approaches to value will be used; how much data is to be gathered, from what sources, from which geographic area, and over what time period; the extent of the data verification process; and the extent of property inspection, if any. The scope of work decision is appropriate when it allows the appraiser to arrive at credible assignment results and is consistent with the expectations of similar clients and the work that would be performed by the appraiser's peers in a similar situation.

Source: *Appraisal of Real Estate 14th Edition*

Inspection

The subject property was inspected by Zac Fairley on November 25th, 2020. The site was walked by the appraiser and viewed from E. Front Street. Photographs were taken to document this and will be available later in the report. The surrounding neighborhood and area was also inspected on this day as well.

I am not an engineer and are not competent to judge matters of an engineering nature, nor have I retained independent structural, mechanical, electrical, or civil engineers in connection with the report. As such, I

make no representations relative to the condition of the improvements, if any exist. Unless otherwise noted in the report, no problems were brought to the attention of the appraiser by the client or property owner.

If questions regarding engineering studies are critical to the decision process of the reader, the advice of competent engineering consultants should be obtained and relied upon.

Data Research

The type and extent of my research and analysis is detailed in individual sections of the report. This includes the steps took to verify comparable sales, which are disclosed in the comparable sale profile sheets in the report. Although we make an effort to confirm the arms-length nature of each sale with a party to the transaction, it is sometimes necessary to rely on secondary verification from sources deemed reliable.

Legal Description

A parcel of land identified as Lots 3, 4, 5, and 6, Block 3, of the Hardy & Scott Survey, in Section 10, Township 4 North, Range 13 West, Forrest County, Mississippi. We have provided a copy of the legal description in the Site Description of this report.

Property History/Ownership

The property is owned by the City of Hattiesburg. This conveyance occurred in February 13, 2018 and is recorded in Deed Book 1273, Page 51. We are not aware of any conveyances in ownership in the last three years.

To the best of my knowledge, the property is not currently listed for sale nor is it under contract or option to purchase.

Taxes and Assessments

The property is identified by the Forrest County Tax Assessor's records as Parcel No. 2-029I-10-077.01. The property is owned by the City of Hattiesburg and all taxes and assessments are exempt.



Definition of Market Value¹

Market Value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

¹ Definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC and in the Interagency Appraisal and Evaluation Guidelines, dated December 2, 2010.

Area Analysis

Location:

Hattiesburg is centrally located to several major markets. These markets are shown below.

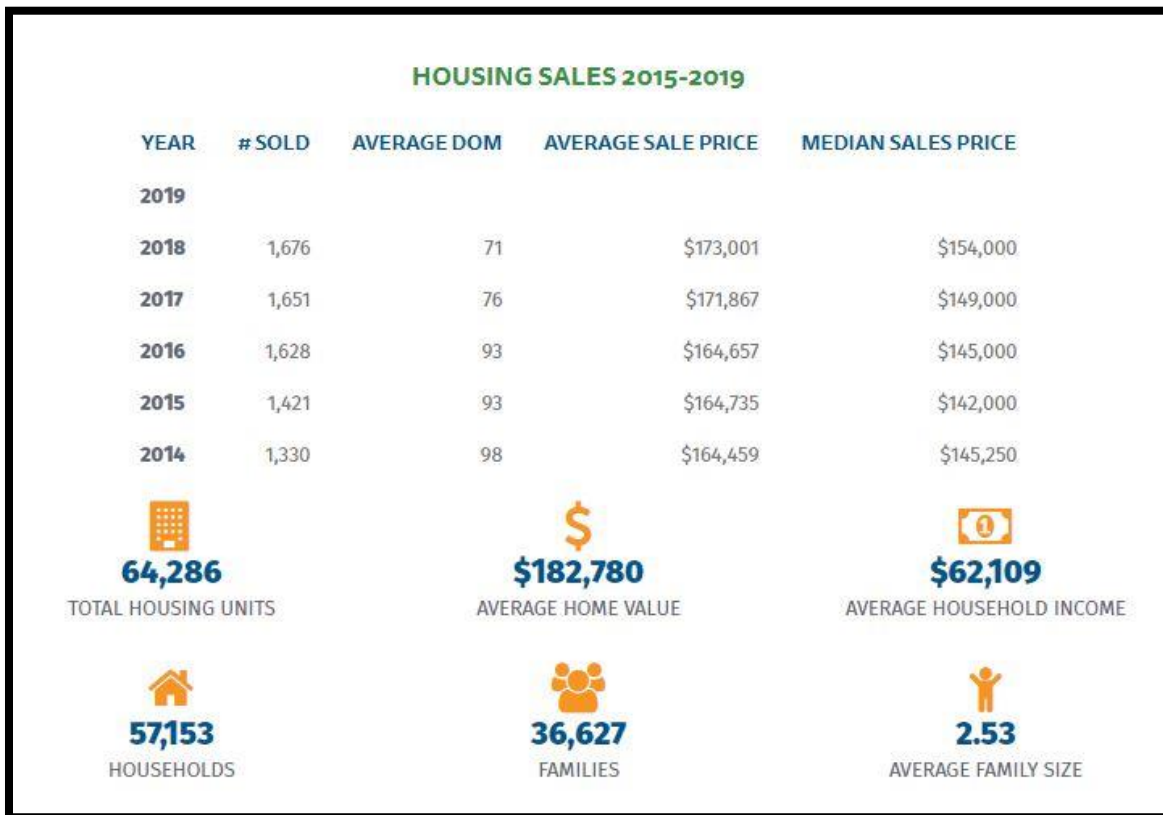


Population:

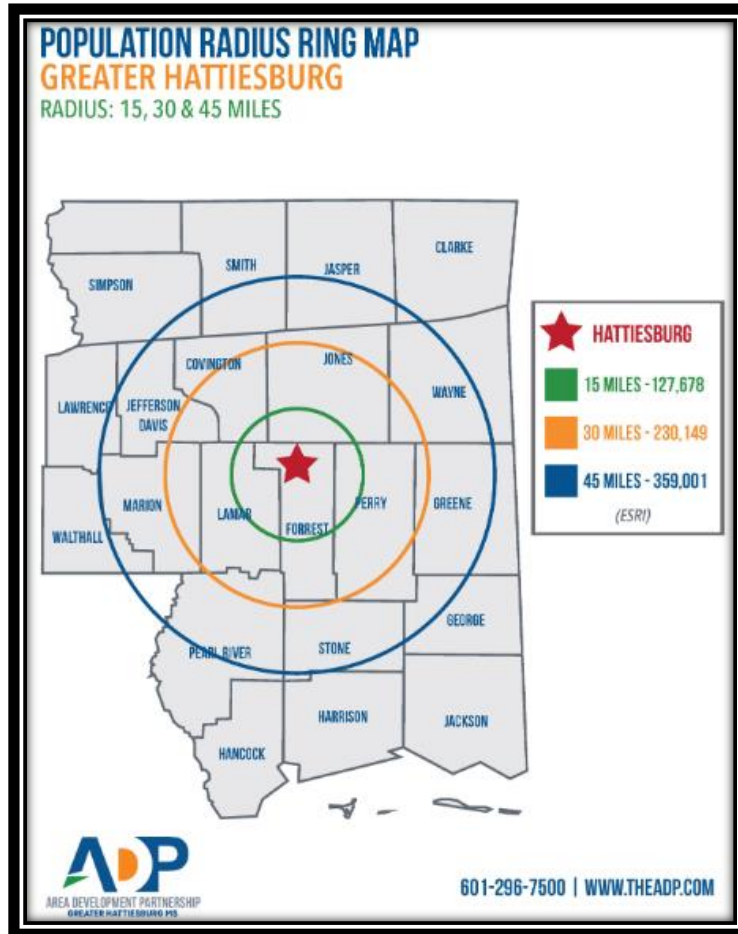
Population		Households	
2010 Total Population	142,842	2018 Median Household Income	\$46,835
2018 Total Population	147,652	2023 Median Household Income	\$53,051
2023 Total Population	150,498	2018-2023 Annual Rate	2.52%
2018-2023 Annual Rate	0.38%		

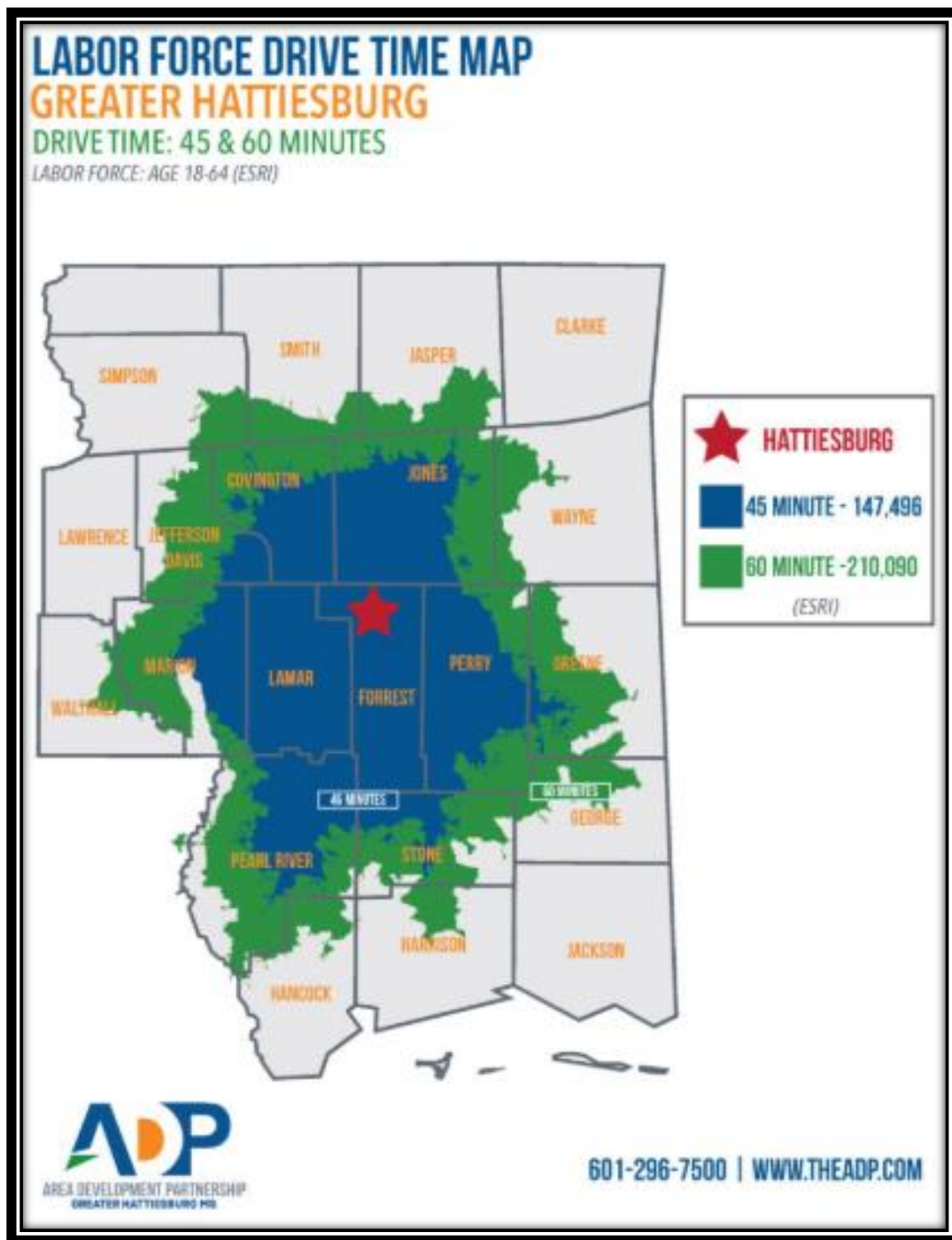
Housing Units by Occupancy Status and Tenure	Census 2010		2018		2023	
	Number	Percent	Number	Percent	Number	Percent
Total Housing Units	61,878	100.0%	64,618	100.0%	67,166	100.0%
Occupied	54,962	88.8%	56,890	88.0%	57,965	86.3%
Owner	35,061	56.7%	34,081	52.7%	35,281	52.5%
Renter	19,901	32.2%	22,809	35.3%	22,684	33.8%
Vacant	6,916	11.2%	7,728	12.0%	9,201	13.7%

The population growth from 2010 – 2018 grew 3.37% or 0.42% annually. The projected population in 2023 is 150,498 from 147,652 in 2018. This indicates growth rate of 1.92% over a five year period or 0.38% annually. Overall, the population growth is expected to at a slower rate than 2010-2018.



From 2014 to 2018, the number of house sales increased 26% or 5.20% per year. The average days on the market decreased from 98 to 71 days. The increase in units sold and the decrease in days on the market increased the average sale price to \$173,001 or 5.19%.





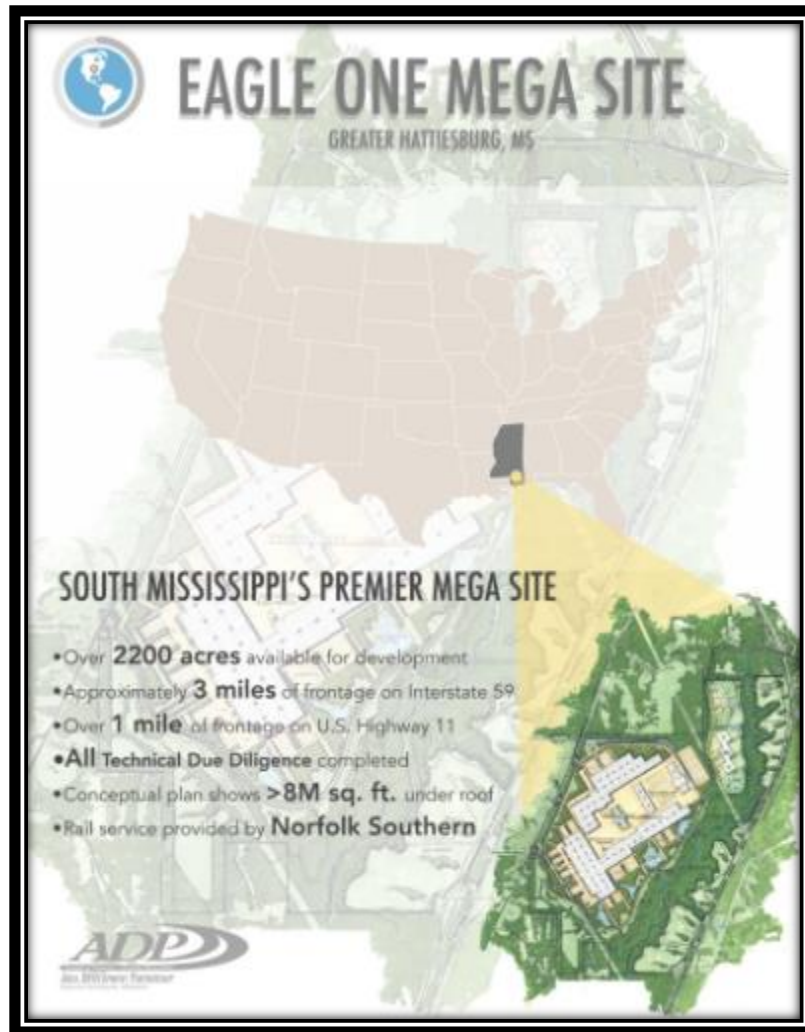
Economic Base:

Hattiesburg, also known as the “Hub City,” is within 100 miles of the state capital, Jackson, as well as the Gulf Coast, New Orleans, LA, and Mobile, AL. The greater Hattiesburg area is the educational, retail, military, and medical center for more than a quarter of a million people throughout southeast Mississippi. Hattiesburg MSA is the site of numerous small and several large corporations. The largest employers in terms of total employment in Hattiesburg MSA are summarized in the chart below.



Growth:

The ADP (Area Development Partnership) has secured options on a 2,222 acre mega-site. This large industrial site is the first of its kind in south Mississippi. The site has 2.8 miles of frontage along I-59 and 1.2 miles of frontage along Highway 11. Hattiesburg has recently been named one of the 50 fastest growing metro areas in America. This new site provides for an increased growth in business development and employment.



Education:

The Hattiesburg area has 22 public schools. The Hattiesburg Area Education Foundation provides private funding and special programs to most of these schools to enhance the fundamental curriculum. The business community takes an active role in augmenting the school system through the Adopt-A-School program.

RECENT ACCOLADES

- **2 of the Top 5** Best Public High Schools in Mississippi; Oak Grove High #2 and Petal High #4 (NICHE)
- Forrest Health **Top 10%** in the Nation for Overall Hospital Care (CareChex Patient Safety)
- The University of Southern Mississippi named **Most Affordable Online College** in the United States (Affordable Colleges Online)
William Carey University named **#1 Value Among Regional Universities** in the South (U.S. News and World Report)
- Bio Soil Enhancers, Inc. awarded **2016 Pitch Tank Award**
- Hattiesburg, MS ranks as **one of "8 Tax-Friendly Towns"** across America (Where to Retire Magazine)

Hattiesburg is home to the University of Southern Mississippi with an enrollment of more than 12,000 students and William Carey College with an enrollment of about 2,000 students. U.S.M. opened a new \$19 million Polymer Science Research Facility that is paralleled by no other in the United States. Jones College and Pearl River Community College are both within easy driving distance.

HIGHER EDUCATION

INSTITUTION	ENROLLMENT	ANNUAL GRADUATES
University of Southern Mississippi	13,115	3,351
William Carey University	3,544	1,268
Pearl River Community College	4,755	880
Jones County Junior College	4,592	1,071
TOTAL	26,006	6,570

Government:

Hattiesburg has a mayor/council type of government. Forrest County has a five-member board of supervisors.

Medical Services:

Hattiesburg serves as the medical hub of South Mississippi, with two hospitals with 704 beds, the largest multi-specialty clinic in the state, a full service regional reference laboratory, 230 doctors and 43 dentists.

Utilities:

The Dixie Electric Power Association, Mississippi Power Company, Pearl River Valley Electric Power Association, South Mississippi Electric Power Association and the Southern Pine Electric Power Association provide electricity to the greater Hattiesburg area.

Hattiesburg's water needs are provided by the City of Hattiesburg, which has a capacity of 16 million g.p.d.

Neighborhood Description

Most new commercial, retail and residential development has shifted to the west Hattiesburg area, principally in the Lamar County area. Downtown Hattiesburg has seen very little new commercial development in the last 20 years. Due to the population shift away from downtown Hattiesburg, the overall value outlook is stagnat.

Marketing Time

The reasonable marketing time is an opinion of the amount of time it might take to sell a real or personal property interest at the concluded Market Value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. In this instance, we have estimated a 12-24 month marketing time for the subject.

Exposure Time

Reasonable exposure time is one of a series of conditions in most Market Value definitions. Exposure time is always presumed to precede the effective date of the appraisal.

Exposure time may be defined as follows: the length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at Market Value on the effective date of the appraisal; a retrospective opinion based on an analysis of past events assuming a competitive and open market.

Exposure time is different for various types of property and under various market conditions. It is noted that the overall concept of reasonable exposure encompasses not only adequate, sufficient, and reasonable time but also adequate, sufficient, and reasonable effort. This statement focuses on the time component.

The fact that exposure time is always presumed to occur prior to the effective date of the appraisal is substantiated by related facts in the appraisal process: supply/demand conditions as of the effective date of the appraisal; the use of current cost information; the analysis of historical sales information (sold after exposure and after completion of negotiations between the seller and buyer); and the analysis of future income expectancy projected from the effective date of the appraisal.

Source: Standards 6 (SMT-6) *Uniform Standards of Professional Appraisal Practice*, 2010-2011 Edition, published by the Appraisal Standards Board of the Appraisal Foundation

Exposure period can be based on statistical information about days on market; information gathered through sales verification and interviews of market participants. In this instance, we have determined a 12-24 month exposure time for the subject.

The Market Value of the property appraised in this report is determined as of the date shown in the Certification. Constantly changing economic conditions have varying effects upon real property values. Even after the passage of a relatively short period of time, property values may change substantially.

Extraordinary Assumption

An assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions.

Comment: Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

The definition of "extraordinary assumption" builds upon the definition of "assumption". Therefore, the first thing to acknowledge with regard to an extraordinary assumption is that we really believe an extraordinary assumption to be true. Second, we acknowledge that if we found that the extraordinary assumption was actually not true, then our value opinion could be impacted or changed as a result. This is what makes it extraordinary, because it is so relevant to our appraisal or value opinion. Therefore SR 2-1(a) requires that all extraordinary assumptions be disclosed, so that everyone knows that the value opinion depends upon the extraordinary assumption being true.

Hypothetical Condition

That which is contrary to what exists but is supposed for the purpose of analysis.

Extraordinary Assumptions Compared to Hypothetical Conditions

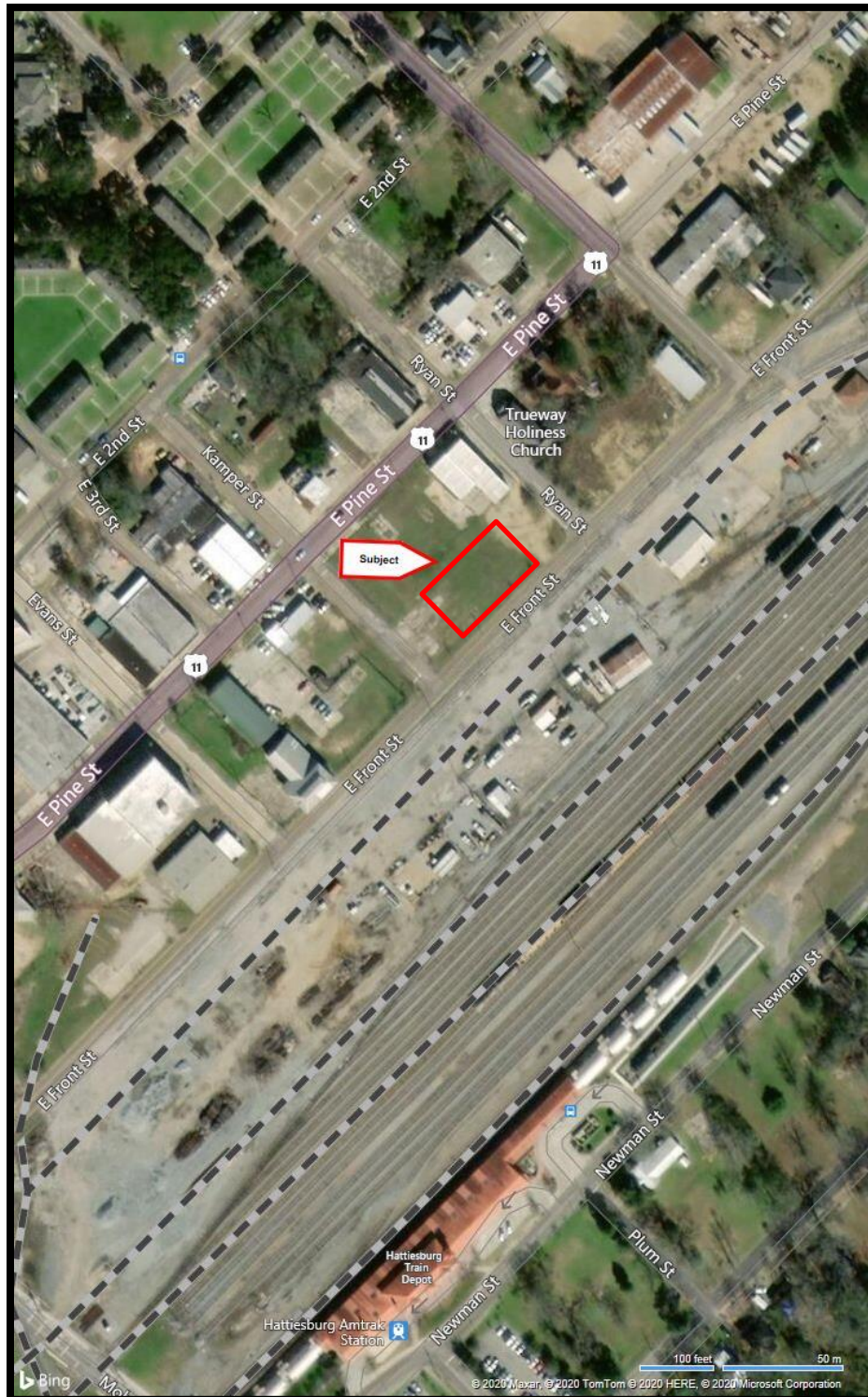
The best way to distinguish between an extraordinary assumption and a hypothetical condition is, if as of the date of value, the condition in question is known to be false; then it is a hypothetical condition. If, as the date of value, the fact of the condition is unknown and it is reasonable to believe that the condition is true, then the condition is an extraordinary assumption.

Comment: Hypothetical conditions assume conditions contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

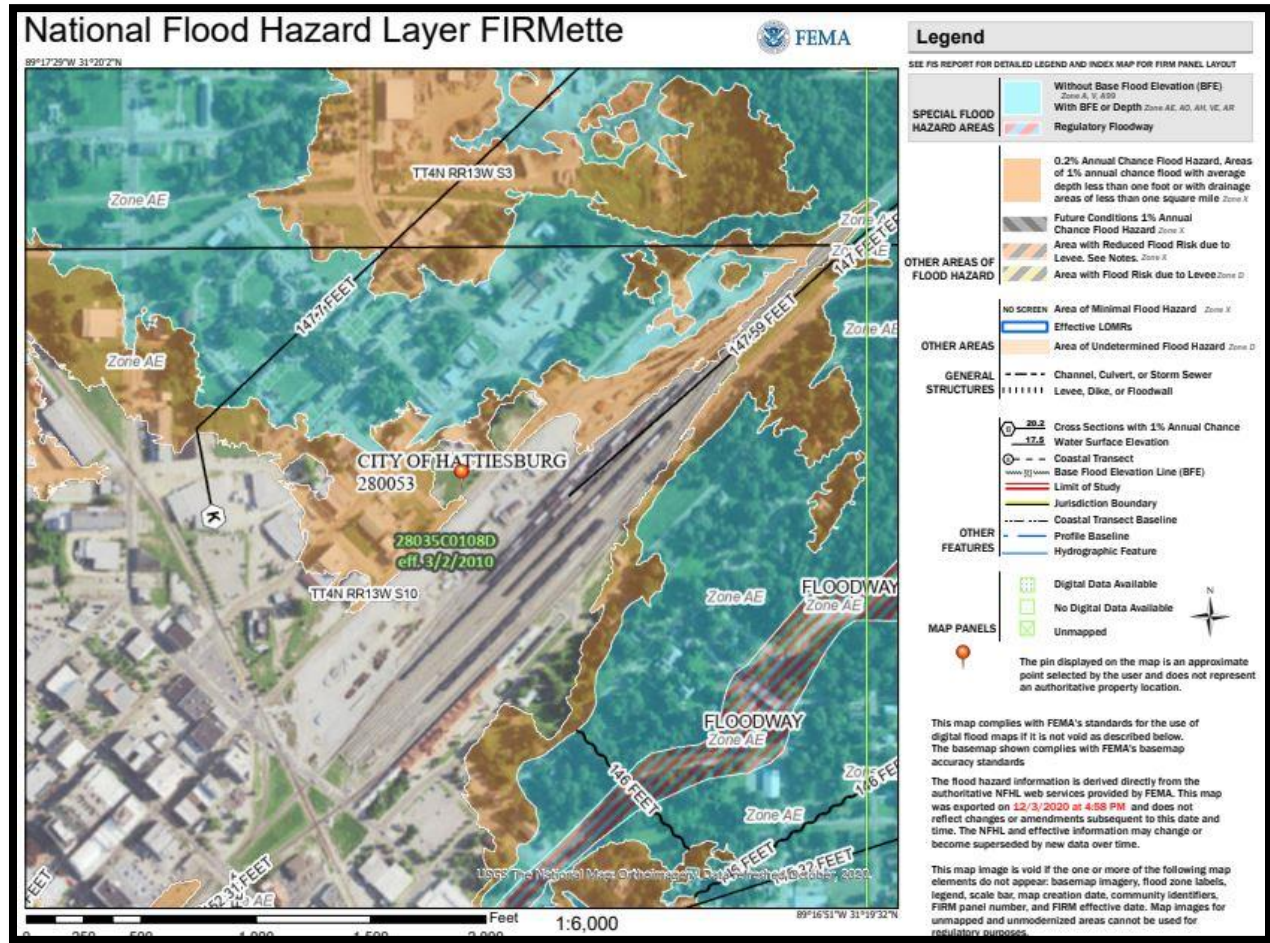
No extraordinary assumptions or hypothetical conditions were made part of this report.

SITE DESCRIPTION	
Location:	The property is located a E. Front Street, in downtown Hattiesburg, Mississippi.
Current Use of the Property:	Vacant Land
Site Size:	Total: 10,800 Square Feet, More or Less Useable: 10,800 Square Feet, More or Less The total site size was taken from the Forrest County Tax Assessor's records indicating lot dimensions of 120'x90'. If provided a survey of the property indicating a different acreage, we reserve the right to alter our value.
Frontage/Access:	E. Front Street borders the site to the east for 120 feet. The site has physical access from E. Front Street.
Topography:	The site is open grassy and at the grade of E. Front Street.
Soil Conditions:	No soil analysis was furnished. For the purpose of this appraisal, soil conditions are assumed to have no detrimental influence on the highest and best use or value of the property.
Utilities:	All city services are available and in place on the property.
Flood Zone:	The subject is not located in an area mapped by the Federal Emergency Management Agency (FEMA). The property is located in FEMA Flood Zone X, which is classified as a 0.2 Percent Annual Chance Flood Hazard. FEMA Map Number: 28035C0108D FEMA Map Date: March 2, 2010
Wetlands/Watershed:	According to the National Wetland Inventory Mapper, the property does not contain wetlands. This would need to be confirmed with an engineer.
Environmental Issues:	There are no known adverse environmental conditions on the subject site. Please reference Limiting Conditions and Assumptions.
Encumbrance / Easements:	I was not provided a current title report to view. I am not aware of any easements, encroachments, or restrictions that would adversely affect value. My valuation assumes no adverse impact from easements, encroachments, or restrictions, and further assumes that the subject has clear and marketable title.
Zoning	B-5; Regional Business District

	<table border="1"> <tr> <th colspan="2" data-bbox="552 205 987 237">4.5.12 B-5 Regional Business District.</th></tr> <tr> <th data-bbox="552 237 987 275">Description and Purpose.</th><th data-bbox="987 237 1409 275">Characteristic Development Type</th></tr> <tr> <td data-bbox="552 275 987 602"> The purpose of the B-5 District is to provide for retail, personal and business services, offices, and financial services in locations with convenient access to the region's population consistent with comprehensive planning policies. This district is consistent with the Regional Business District in the Comprehensive Plan. </td><td data-bbox="987 275 1409 602">  </td></tr> </table>	4.5.12 B-5 Regional Business District.		Description and Purpose.	Characteristic Development Type	The purpose of the B-5 District is to provide for retail, personal and business services, offices, and financial services in locations with convenient access to the region's population consistent with comprehensive planning policies. This district is consistent with the Regional Business District in the Comprehensive Plan.	
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Surrounding Land Uses	Land uses surrounding the property are older commercial and industrial in nature with little new development in the downtown Hattiesburg market. The property is adjacent to the west of a major railroad and train station.						



Aerial Map



Flood Map



Tax Map

Photographs



View of the property from E Front Street



Looking at the property from adjacent railroad



Looking at the property from E Front Street



Additional view of the property

Highest and Best Use

According to the Dictionary of Real Estate Appraisal 5th Edition, highest and best use is defined as: The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible and that results in the highest value. The four criteria the highest and best use must meet are physically possible, legally permissible, financially feasible and maximally productive. Alternatively, the probable use of land or improved property - specific with respect to user and timing of the use -that is adequately supported and results in the highest present value.

When a site is improved, we must recognize that the highest and best use may differ from the existing use; however, the existing use will continue, unless and until, land value (at its highest and best use) exceeds the total value of the property in its present use. The definition of highest and best use recognizes the contribution of a specific use to the community or to individual property owners.

The determination of highest and best use results from the appraiser's judgment and analytical skill; i.e., determination of highest and best use is an opinion, not a fact to be found. In appraisal practice, the concept of highest and best use is the premise upon which value is based. In the context of investment value, "most profitable use" is another alternative term but the degree of risk must be considered.

The highest and best use concept requires an analysis of the subject as if it were vacant and also as improved to determine if the land is more valuable as vacant than the property as improved. There are four criteria that must be met. The highest and best use must be 1) physically possible; 2) legally permissible; 3) financially feasible; and, 4) maximally productive. These criteria are generally considered sequentially and the analysis may indicate more than one use.

Physically Possible

The first constraint on the possible use of the property is dictated by the physical aspects of the site. The size and location of the parcels are the most important determinants of value. In general, the larger the site, the greater the potential to achieve economies of scale and flexibility in development. The total site area is 120'x90' or 10,800 square feet.

The size and physical configuration of the property would limit a wide variety of uses which a tract of this size could accommodate. Multi-family/apartment development, retail uses, and industrial uses can be eliminated. The remaining uses would be for a small commercial use in conformity with the surrounding properties.

Legally Permissible

The subject property is located in an area that is primarily older industrial and commercial uses in the area. The subject is inside the city limits of Hattiesburg. The site is zoned both B-5; Regional Business, which allows the broadest range of commercial uses.

Financially Feasible/Maximally Productive

Those uses which are financially feasible and that use which is maximally productive are generally closely related. Any use that results in a net return to the land after satisfying the return to the improvements is considered to be financially feasible; however, that use which returns the maximum dollars to the land is considered the use which is maximally productive.

Due to the size of the lot and its location, most any form of commercial use would be feasible.

As If Vacant

Due to its location and size, the highest and best use as vacant would be for a commercial use or any other use permitted within the regional business district zoning district.

Appraisal Procedure

The main purpose of an appraisal is to solve a problem of a specific property. The appraiser must define the problem, inspect the property, gather all pertinent data, analyze the findings to arrive at a solution, and then present all salient facts and conclusions in the form of an appraisal report.

Since characteristics of real property vary widely, the appraiser must proceed in a systematic fashion producing a thorough and accurate appraisal in an efficient manner.

During the past fifty years, a method of evaluating real estate, "The Appraisal Process", has evolved. The appraisal process involves three different approaches to value, when applicable.

The Cost Approach

In this approach, the appraiser first develops an opinion of value of the land as though vacant as of the date of appraisal. Next, the replacement or reproduction cost new of all improvements is determined. From this total, estimated depreciation is deducted. Depreciation is any loss in improvement value due to physical deterioration and/or functional or external obsolescence. The value of the land is then added to the depreciated replacement or reproduction cost to arrive at an indication of value for the property as a whole.

The Sales Comparison Approach

This is an appraisal technique in which the market value opinion is predicated upon prices paid in actual market transactions and current listings, the former fixing the lower limit of value (price) in a static or advancing market and the higher limit of value in a declining market, with the latter fixing the higher limit in any market. The Sales Comparison Approach is a process of correlation and analysis of similar, recently sold properties. The reliability of this technique is dependent upon: (1) the degree of comparability of each property with the property under appraisal; (2) the time of sale; (3) the verification of the sales data; and (4) the absence of unusual conditions affecting the sale.

The Income Approach

This is a technique in which the anticipated net income is processed to produce an indication of value. The reliability of this technique is dependent upon: (1) the reasonableness of the estimate of the anticipated net annual income; (2) the duration of the net annual income, usually the economic life of the building, when improved; (3) derivation of an appropriate capitalization (discount) rate; and (4) the method of conversion of income to capital.

The remaining step is the reconciliation of the value opinion arrived at in the different approaches to value. The appraiser must consider and re-evaluate all pertinent data in order to arrive at a final value opinion. Although each of the techniques produces an independent value, all three approaches are interrelated and integrated techniques, dependent upon operation of market forces.

In some cases, due to the availability (or unavailability) of pertinent market data, these approaches have varying degrees of applicability.

Applied Technique

In this instance, we have used one of the three traditional approaches to value, the Sales Comparison Approach. The Cost and Income Approaches are not typically used to estimate value for vacant land. The Sales Comparison Approach provided sales of similar properties as the subject in which to estimate Market Value.

Valuation

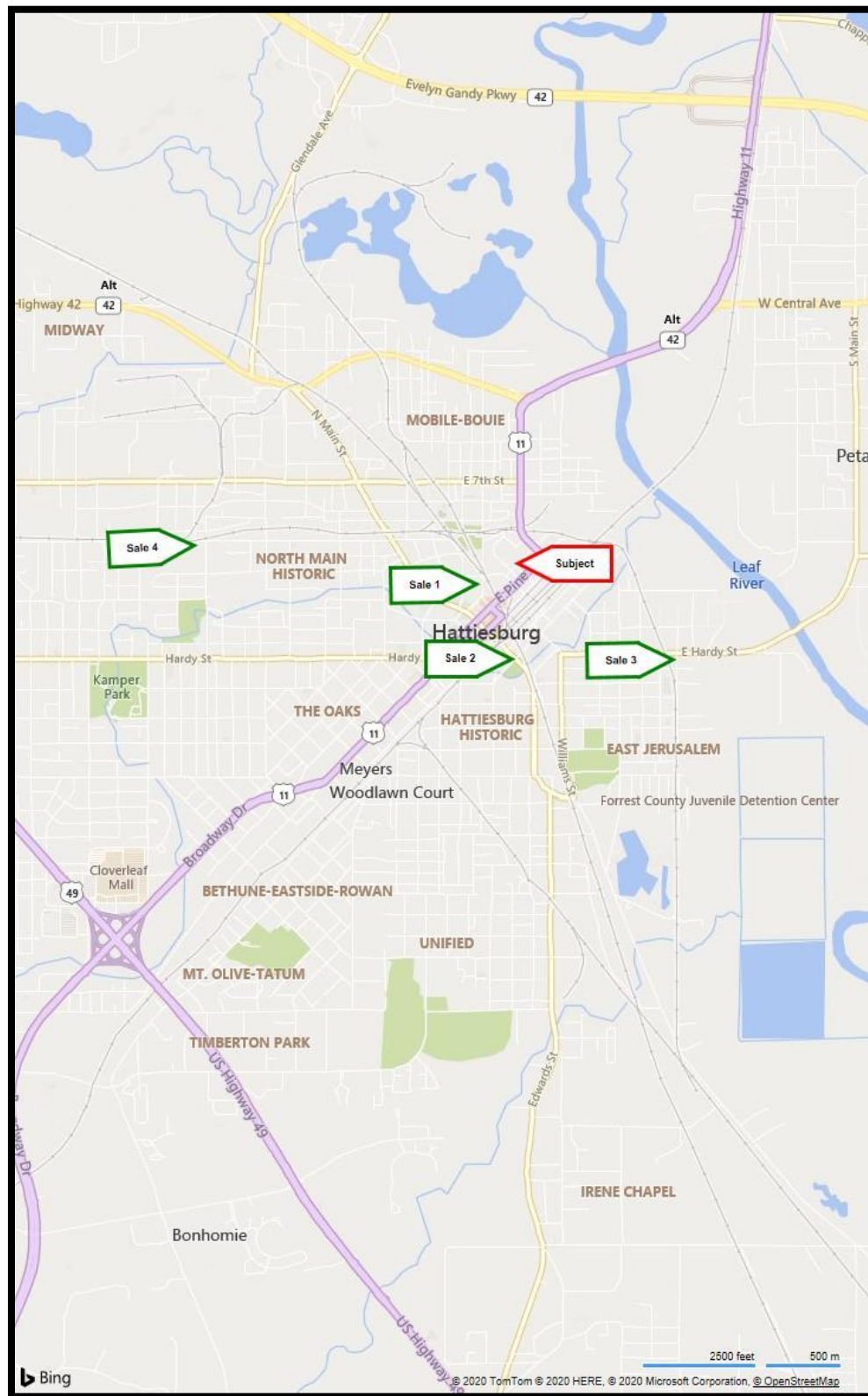
Sales Comparison Approach

The Sales Comparison Approach involves a detailed comparison of the subject property with similar properties which have recently sold in the same or competitive markets. This approach is based primarily on the Principle of Substitution which states, "When several commodities or services with substantially the same utility are available, the lower price attracts the greatest demand and widest distribution". In other words, a prudent investor/purchaser would not pay more to acquire a given property in the market when an alternative property may be purchased for less. The five basic steps in this analysis are listed below.

- Research the market to identify similar properties for which pertinent sales, listings, offerings and/or rental data is available;
- Qualify the data as to terms, motivating forces, or bona fide nature;
- Analyze the salient characteristics of the comparable properties in relation to the property under appraisal, particularly those items relating to date of sale, location, physical characteristics, and conditions of sale;
- Consider all dissimilarities and the probable effect on the price of each sale property, and derive individual market value indications for the property being appraised;
- Formulate an opinion of market value from the pattern developed from the foregoing analysis.

Direct Sales Comparison is a valuation technique in which a value opinion is predicated on prices paid in actual market transactions. In this process, comparison is made between properties having a satisfactory degree of similarity to the subject. We have presented transactions involving similar commercial land parcels on the following pages, with an adjustment grid following.

Land Sales Map



Land Sale No. 1



Property Identification

Property Type	Commercial Land
Address	221 Market Street, Hattiesburg, Forrest County, Mississippi 39401
Tax ID	2-029J-10-359.00 or PPIN 015650

Sale Data

Grantor	Watts Donna
Grantee	Lowery
Sale Date	August 31, 2017
Deed Book/Page	B-1141 P-615
Recorded Plat	147 Days
Property Rights	Fee simple
Financing	Cash
Verification	Selling Agent

Sale Price	\$30,000
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Land Data

Zoning	B-5; Regional Business
Topography	Level open
Utilities	All City
Dimensions	195 X 168 X 54 X 423
Shape	Irregular
Flood Info	Panel 28035C0085D; Eff 03/02/2010
User 5	Area of minimal Flood Hazard.

Land Size Information

Gross Land Size	0.693 Acres or 30,187 SF
Front Footage	95 ft Market Street;

Indicators

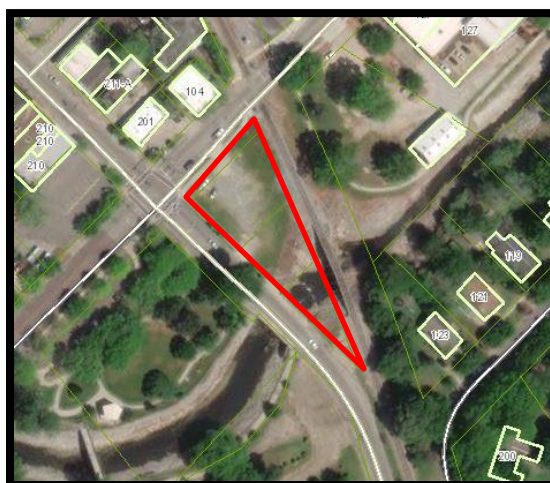
Sale Price/Gross Acre	\$43,290
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Sale Price/Gross SF \$0.99

Remarks

Located in Market Street Downtown Hattiesburg directly across from the Lucky Rabbit. The seller originally purchased the lot for construction of a downtown residence and garage. The lot was rezoned for commercial for this use.

Land Sale No. 2



Property Identification

Property Type

Commercial Lot

Address

Corner of Buschman Street & Main Street, Hattiesburg, Forrest County, Mississippi 39401

Tax ID

PPIN #18565, 18566, 18567

Sale Data

Grantor

Teepell

Grantee

Robert Rogge

Sale Date

July 28, 2011

Property Rights

Fee Simple

Conditions of Sale

Arm's Length

Verification

Confirmed with Buyer

Sale Price

\$35,000

Land Data

Zoning

B-3

Topography

Open; grassy

Utilities

All city

Shape

Triangular

Flood Info

+/-15% located in flood zone

Land Size Information

Gross Land Size

0.39 Acres or 16,988 SF

Useable Land Size

0.340 Acres or 14,810 SF

Unusable Land Size

0.05 Acres or 2,191 SF (14.79%)

Front Footage

300 ft Country Club Road / Hwy 49;

Indicators

Sale Price/Gross Acre

\$89,744

Sale Price/Gross SF

\$2.06

Sale Price/Useable Acre

\$102,944

Sale Price/Useable SF

\$2.36

Remarks

This lot is located at the corner of Buschman Street and Main Street. Adjacent to the railroad tracks. The property is 3 tax parcels, of which 2 are flat, usable ground (0.34 acres-14,937 sf). The third parcel lies in the creek bed and has no value. The buyer stated that since purchase, the city of Hattiesburg has installed sidewalks and street lights.

The property is currently listed for sale and has been on the market for 856 days. The site is currently leased and maintained by the City of Hattiesburg for overflow parking. The original list price was \$89,900 (\$6.07/sf useable area) and was reduced to a current list price of \$54,900 (\$3.70/sf useable area).

Land Sale No. 3



Property Identification

Property Type	Commercial Land
Address	E. Hardy Street, Hattiesburg, Forrest County, Mississippi 39401
Tax ID	PPIN #26749

Sale Data

Grantee	East Hardy Magnolia, LLC
Sale Date	August 22, 2018
Property Rights	Fee Simple
Conditions of Sale	Arm's Length
Verification	Confirmed with Selling Agent
Sale Price	\$43,000

Land Data

Zoning	B-3
Topography	Level
Utilities	All City
Shape	Rectangular
Flood Info	28035C0116D
Dimensions	190'x178.5'

Land Size Information

Gross Land Size	0.78 Acres or 33,915 SF
Front Footage	300 ft Country Club Road / Hwy 49;

Indicators

Sale Price/Gross Acre	\$55,128
Sale Price/Gross SF	\$1.27

Remarks

Vacant parcel of land located at the corner of E. Hardy Street and Gulfport Street. Concrete pad on site with perimeter fencing.

Land Sale No. 4



Property Identification

Property Type

Commercial Land

Address

Corner of W. 4th Street and Hutchinson Avenue, Hattiesburg, Forrest
County, Mississippi 39401

Tax ID

PPIN #26622, 26621, 26617

Sale Data

Grantor

Fokakis Forrest Properties, LLC

Grantee

Hattiesburg Public Schools

Sale Date

October 9, 2020

Property Rights

Fee Simple

Conditions of Sale

Arm's Length

Verification

Confirmed with Selling Agent

Sale Price

\$175,000

Land Data

Zoning

B-2; Neighborhood Business & R-3; Multi-Family

Topography

Level

Utilities

All City

Shape

Rectangular

Flood Info

Zone X; FEMA Panel No. 28035C0108D; 3/2/10

Land Size Information

Gross Land Size

1.70 Acres or 74,052 SF

Frontage

340 ft W. 4th Street; 2016 ft. Hutchinson Ave

Indicators

Sale Price/Gross Acre

\$102,941

Sale Price/Gross SF

\$2.36

Remarks

Vacant parcel of land located at the corner of W. 4th Street and Hutchinson Avenue. The site is comprised of three contiguous parcels containing a total of +/-1.70 acres. There is a concrete pad located on the northeast corner of the property. The site has 340' frontage along W. 4th Street to the south and 216' frontage along Hutchinson Avenue to the east. The eastern 2/3 of the site is zoned B-2; Neighborhood Business with the remaining 1/3 to the west zoned R-3; Multi-family.

ACTIVE LISTINGS

Location	Lot Size	List Price	Comments
710 W Pine Street, Hattiesburg, MS	0.46 Acres 20,038 Sq. Ft.	\$40,000 \$2.00/sf	Two commercial lots located along W. Pine Street. Property has been on the market for 135 days.
W Pine Street, Hattiesburg, MS	75'x150' 11,250 Sq. Ft.	\$25,000 \$2.22/sf	Commercial lot located on W Pine Street near TrucksPlus. Property has been on the market for 847 days.

Land Sales Summary and Adjustment Grid					
Subject		Comparable 1	Comparable 2	Comparable 3	Comparable 4
Location:	E Front Street	221 Market St.	Buschman & Main	E. Hardy Street	W. 4th & Hutchinson
City:	Hattiesburg	Hattiesburg	Hattiesburg	Hattiesburg	Hattiesburg
County:	Forrest	Forrest	Forrest	Forrest	Forrest
Date of Sale:		August-17	July-11	August-18	October-20
Sale Price:		\$30,000	\$35,000	\$43,000	\$175,000
Site Size (SQ. Ft.):	10,800	30,187	14,810	33,915	74,052
Unadjusted Price/SQ. FT.:		\$0.99	\$2.36	\$1.27	\$2.36
Adjustments					
Rights Transferred:		Fee Simple	Fee Simple	Fee Simple	Fee Simple
Financial Considerations:		Market	Market	Market	Market
Conditions of Sale:		Arm's Length	Arm's Length	Arm's Length	Arm's Length
		0%	0%	0%	0%
Market Conditions - Time:		Stable	Stable	Stable	Stable
		0%	0%	0%	0%
Time Adjusted Cash Equiv. Price/SF:		\$0.99	\$2.36	\$1.27	\$2
Location:		Similar	Similar	Inferior	Superior
		0%	0%	5%	-20%
Site Size (SQ. Ft.):	E. Pine Street 10,800	30,187	14,810	33,915	74,052
		5%	0%	5%	10%
Frontage/Access:	120' E. Front Street	Similar	Superior	Similar	Superior
		0%	-15%	0%	-15%
Topography:	Open; Grassy	Similar	Similar	Similar	Similar
		0%	0%	0%	0%
Zoning	B-5	B-5	B-3	B-3	B-2 / R-3
		0%	5%	5%	0%
Net Adjustments:		5%	-10%	15%	-25%
Adjusted Price/SF:		\$1.04	\$2.13	\$1.46	\$1.77

Analysis of Land Sales

The array of data suggests possible adjustments for various characteristics of each transaction in comparison with the subject site. This comparison of land sales to the subject property is the basis for determining a value indication of the subject site as though vacant. The analysis of these adjustments is found in the following paragraphs.

Property Rights Conveyed

All of the above land sales conveyed fee simple ownership, therefore, no adjustment is necessary.

Financing

The adjustment for financing considers the effect that seller financing has on the purchase price of a property. Below market interest rates or seller financing are typically reflected in higher prices per square foot. The adjustment for financing is estimated by comparing actual financing terms with typical terms readily available, as of the sale date. None of the sales involved below market interest rates or seller financing. Therefore, no adjustment for financing is made.

Conditions of Sale

Adjustments for conditions of sale usually reflect the motivations of the buyer and the seller. There were no atypical conditions that would warrant an adjustment to the comparables.

Market Conditions

The sales occurred over a period of time from 2011-2020. The downtown market conditions were considered to have minimal to no change over the last several years and no adjustment was applied.

Location

The property is located in downtown Hattiesburg along E. Front Street. Sale 1 is located west of the subject in downtown Hattiesburg and considered similar in location. Sale 2 is also located in downtown Hattiesburg at the corner of Buschman Street and Main Street. This is a corner parcel at a lighted intersection. A downward adjustment was applied for location. Sale 3 is located on East Hardy Street and a upward adjustment was applied for inferior location. Sale 4 is located at the corner of Hutchinson Avenue and W.4th Street. This property is in close proximity to Hattiesburg High School, Hardy Street, and the University of Southern Mississippi. This sale was considered superior in location and a downward adjustment was applied.

Size

The property is comprised of four contiguous lots with site dimensions of 120'x90', containing a total of 10,800 square feet. The sales ranged in size from 14,810 square feet to 74,052 square feet. Sales 1, 3, and 4 were adjusted upwards for their larger size.

Topography

The subject is an open grassy site and level at road grade. The site is not located in a designated flood zone. Adjustments were applied to the sales for their difference in flood area.

Zoning

The subject is zoned B-5; Regional Business District. Sales 2-4 are located in inferior zoning districts and upward adjustments were necessary.

Conclusion

The subject is surrounded by mostly older commercial and industrial/warehouse uses in downtown Hattiesburg. The site is an interior lot containing a total of 10,800 square feet. The property is zoned B-5; Regional Business and would be suitable for a wide range of commercial uses. The sales had an adjusted range in unit values from \$1.04-\$2.13 per square foot. Sales 1, 2, and 3 were considered most similar. Considering all factors, a unit value of \$1.75/sf was adopted for the subject.

LAND VALUE: 10,800 Sq. Ft @ \$1.75/sq. ft. = \$18,900

TOTAL LAND VALUE: \$19,000 (Rounded)

CERTIFICATION

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

- ✔ The statements of fact contained in this report are true and correct.
- ✔ The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our 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 no personal interest with respect to the parties involved.
- ✔ I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- ✔ Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- ✔ The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- ✔ Compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- ✔ My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice, 2020-2021 Edition*.
- ✔ Zachary Fairley has made a personal inspection of the property that is the subject of this report.
- ✔ No one provided significant real property appraisal assistance to the persons signing this certification.
- ✔ My analyses, opinions, and conclusions have been developed, and this report has been prepared, in compliance with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice (USPAP) as promulgated by the Appraisal Standards Board of The Appraisal Foundation, and in accordance with the appraisal-related mandates within Title XI of the Federal Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA). This report was also prepared in conformance with the State of Mississippi Standards for Certified General Real Estate Appraisers.
- ✔ I have not relied on unsupported conclusions relating to characteristics such as race, color, religion, national origin, gender, marital status, familial status, age, receipt of public assistance income, handicap, or an unsupported conclusion that homogeneity of such characteristics is necessary to maximize value.
- ✔ It is my opinion that the subject does not include any enhancement in value as a result of any natural, cultural, recreational or scientific influences retrospective or prospective.

- ✔ I have experience in appraising properties similar to the subject and are in compliance with the Competency Rule of USPAP.
- ✔ The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- ✔ As of the date of this report, I have completed the Standards and Ethics Education Requirements for Practicing Affiliates of the Appraisal Institute.
- ✔ As of the date of this report, I have completed the continuing education program for Practicing Affiliates of the Appraisal Institute.
- ✔ I have not relied on the work of others if we have a reasonable doubt that the work is credible.
- ✔ I have not performed any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

It is my opinion the market value of the property described herein, as of November 25, 2020 is:

"As Is" Market Value

\$19,000

Nineteen Thousand Dollars

Certified by,



Zachary H. Fairley
State Licensed Real Estate Appraiser, #LA-1868

ASSUMPTIONS

1. This is an appraisal report presented in an Appraisal Report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. It is understood between the parties that the scope of the assignment is limited and we relied on information obtained from the public records of Forrest County, published data sources and discussions with market professionals such as investors and brokers relative to County, published data sources and discussions with market professionals such as investors and brokers relative to the subject's income performance and physical composition. Zac Fairley Appraisals is not responsible for unauthorized use of this report.
2. Unless otherwise specifically noted in the body of the report, it is assumed that title to the property or properties which are identified as the subject of the report, are clear and marketable and there are no recorded or unrecorded matters or exceptions to title that would adversely affect marketability or value. Zac Fairley Appraisals, LLC has not examined title and makes no representations relative to the condition thereof.
3. Unless otherwise specifically noted in the body of the report, the legal description furnished is assumed to be correct. Any abbreviations or discrepancies relative to the legal would be identified.
4. It is assumed that surveys and/or plats furnished to, or acquired by, the appraiser and used in the making of this report are correct. Zac Fairley Appraisals, LLC has not made a land survey or caused one to be made unless identified in the report and therefore, assumes no responsibility for accuracy of same.
5. It is assumed any improvements have been, or will be, constructed according to approved architectural plans and specifications in conformance with recommendations contained in or based on any soil report(s). Unless otherwise noted, Zac Fairley Appraisals, LLC has not retained independent engineer(s) or architect(s) in connection with the report and therefore, makes no representations relative to conformance with approved architectural plans, specifications, or recommendations contained in or based on any soil(s) report.
6. It is assumed that all factual data furnished by the client, property owner, owner's representative, or persons designated by the client or owner are accurate and correct unless otherwise specifically noted in the report. I do not guarantee the correctness of such data, although as far as is reasonably possible, the data has been checked and is believed to be correct. Information and data referred to in this paragraph may include but is not limited to information relative to the subject of the report regarding numerical street addresses, lot and block numbers, assessors parcel numbers, land dimensions, square footage area of land, dimensions of the improvements, gross building areas, net rentable areas, usable areas, unit count, room count, rent schedules, income data, budgets, historic operating expenses, and related data. Information obtained regarding demographics, comparable verification, and data of a general sense is assumed factual as confirmed and the source(s) reliable. Any material error in the gathered data could have substantial impact on the conclusions reported; as a result, Zac Fairley Appraisals, LLC reserves a right to amend conclusions reported if made aware of such an error.
7. Unless otherwise noted in the body of the report, it is assumed that there are no mineral or sub-surface rights of value involved in the report and there are no other development rights of value that may be transferred. Subsurface rights, minerals and oils, were not considered in making this report unless otherwise stated.
8. Any riparian and/or littoral rights identified by survey or plat are assumed to go with the property unless easements and/or deeds of record were found by the appraiser to the contrary.
9. It is assumed that there is full compliance with all federal, state, and local environmental regulations and laws, unless non-compliance is stated, defined, and considered in the report.
10. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless the non-conformity has been stated, defined, and considered in the report. Unless otherwise noted, it is assumed that no changes in the present zoning ordinances or regulations governing use, density, or shape, are being considered.
11. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization has been, or can be, obtained or renewed for any use on which the value estimate contained in the report is based.
12. Unless otherwise stated in the report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such material on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea formaldehyde foam insulation, contaminated ground water, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated upon the assumption that there is no such material on or in the property that would cause loss in value or affect its marketability. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field if desired.

13. The soil of the area which is the subject of the report appears to be firm and solid. Unless otherwise stated, subsidence in the area is unknown or uncommon, but Zac Fairley Appraisals, LLC does not warrant against this condition and/or occurrence.
14. It is assumed that the utilization of the land and improvements is within the boundaries or property lines as described in the report, and there is no encroachment or trespass, unless noted.
15. The date of value of which the opinions in the report apply is set forth in the body of the report. Zac Fairley Appraisals, LLC assumes no responsibility for economic or physical factors occurring at some later date which may affect the opinions stated in the report.
16. Unless specifically noted in the body of this report, it is assumed that the property or properties described are structurally sound, seismically safe, and that all building systems (mechanical, electrical, HVAC, elevator, plumbing, etc.) are, or will be upon completion, in good working order with no major deferred maintenance or repair required; that the roof and exterior are in good condition and free from intrusion from the elements; that the property or properties have been engineered in such a manner that it/they will withstand any known elements such as wind storm, flooding, or similar natural occurrences; and that the improvements as currently constituted conform to all applicable local, state, and federal building codes and ordinances. The appraisers are not engineers and are not competent to judge matters of an engineering nature, nor has Zac Fairley Appraisals, LLC retained independent structural, mechanical, electrical, or civil engineers in connection with the report. As such, Zac Fairley Appraisals, LLC makes no representations relative to the condition of the improvements. Unless otherwise noted in the report, no problems were brought to the attention of the appraiser by ownership or management. Unless otherwise noted, the appraiser inspected less than 100% of the entire interior and exterior portions of the improvements. If questions regarding engineering studies are critical to the decision process of the reader, the advice of competent engineering consultants should be obtained and relied upon. If engineers and consultants retained should report negative factors of a material nature or if such are later discussed relative to the condition of the improvements, such information could have a substantial negative impact on the conclusions reported. Accordingly, if negative findings are reported by engineering consultants, Zac Fairley Appraisals, LLC reserves the right to amend the report conclusions.
17. Unless otherwise specifically noted, this report is not being prepared for use in conjunction with litigation. Accordingly, no rights to expert testimony, pretrial or other conferences, disposition, or related services are included in this appraisal. If as a result of this undertaking, Zac Fairley Appraisals, LLC or any its officers, professionals, and/or consultants are requested or required to provide any of the foregoing services, such shall be subject to the availability of Zac Fairley Appraisals, LLC's professionals or consultants at the time and shall further be subject to the party or parties requesting or requiring such services paying the then applicable professional fees and expenses.
18. Neither all nor any of the contents of the report shall be conveyed to the public through advertising, public relations, news, sales or other media without written consent and approval of Zac Fairley Appraisals, LLC particularly as to the valuation conclusions, the identity of the professionals or firm, or any reference to the Appraisal Institute, the MAI designation, or certification by the State of Mississippi. Exempt from restrictions relative to the transmittal of this report to third parties is duplication for internal use of the client-addressee and/or transmission to attorneys, accountants, or advisors of the client-addressee. Also exempt from this restriction is transmission of the report to any court, governmental authority, or regulatory agency having jurisdiction over the party/parties for whom the report was prepared, providing that the report and/or its contents shall not be published, in whole or in part in any public document without the express written consent of Zac Fairley Appraisals, LLC or its principals, which consent Zac Fairley Appraisals, LLC reserves the right to deny. The report should not be advertised to the public or otherwise used to induce a third party to purchase the property. Any third party not covered by the exemptions herein who may possess this report is advised that he should rely on his own independently secured advice for any decision in conjunction with the property. Zac Fairley Appraisals, LLC, its professionals and/or principals, shall have no accountability or responsibility to any such third party.
19. Unless specifically set forth in the body of the report, nothing contained therein shall be construed to represent any direct or indirect recommendation to buy, sell, or hold the property(ies) at the value(s), or development scenario as stated. Such decisions involve substantial investment strategy and must be specifically addressed in consultation form.
20. 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 building must not be used in conjunction with any other report and are invalid if so used.
21. The forecasts, projections, and/or operating estimates contained herein are based on current market conditions, anticipated (though recognizably short term) supply and demand factors, and a continued stable economy, unless otherwise stated. Any forecasts are therefore subject to changes in future conditions.
22. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. Zac Fairley Appraisals, LLC has not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since Zac Fairley Appraisals, LLC has no direct evidence

relating to this issue, we did not consider possible non-compliance with the requirements of ADA in estimating the value of the property.

23. **Insurable value is not provided in this report. Taking the difference between our reported Market Value and estimated land value is not an appropriate method for estimating replacement cost of improvements for insurance coverage purposes. We recommend a proper insurance representative to estimate an appropriate coverage for the subject property.** Insurable value has two definitions per Marshall and Swift LP. 1. The value of an asset or asset group that is covered by an insurance policy. It can be estimated by deducting costs of non-insurable items (e.g., land value) from Market Value. 2. Value used by insurance companies as the basis for insurance. Often considered to be replacement or reproduction cost plus allowances for debris removal or demolition less deterioration and non-insurable items. Sometimes cash value or Market Value, but often entirely a cost concept.

Special Assumptions

None

Definitions

Appraisal

(noun) The act or process of developing an opinion of value; an opinion of value. (adjective) of or pertaining to appraising and related functions such as appraisal practice or appraisal services.

Comment: an appraisal must be numerically expressed as a specific amount, as a range of numbers, or as a relationship (e.g., not more than, not less than) to a previous value opinion or numerical benchmark (e.g., assessed value, collateral value).

Assignment

A valuation service that is provided by an appraiser as a consequence of an agreement with the client.

Assignment Conditions

Assumptions, extraordinary assumptions, hypothetical conditions, laws and regulations, jurisdictional exceptions, and other conditions that affect the scope of work.

Comment: Laws include constitutions, legislative and court-made law, administrative rules, and ordinances. Regulations include rules or orders, having legal force, issued by an administrative agency.

Client

The party or parties who engage, by employment or contract, an appraiser and a specific assignment.

Comment: client may be an individual, group or entity, and may engage and communicate with the appraiser directly or through an agent.

Exposure Time

The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.

Comment: Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market.

Extraordinary Assumption

An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

Comment: uncertain information might include physical, legal, or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends; or the integrity of data used in an analysis.

Hypothetical Condition

A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

Intended Use

The use(s) of an appraiser's reported appraisal or appraisal review assignment results, as identified by the appraiser based on communication with the client at the time of the assignment.

Intended User

The client and any other party as identified, by name or type, as users of the appraisal or appraisal review report by the appraiser, based on communication with the client at the time of the assignment.

Jurisdictional Exception

An assignment condition established by applicable law or regulation, which precludes an appraiser from complying with a part of USPAP.

Marketing Time

The reasonable marketing time is an opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value or at a benchmark price during the period immediately after the effective date of an appraisal.

¹USPAP 2018-2019

Market Value²

Market Value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

² Definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.

ADDENDA

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QUALIFICATIONS OF ZACHARY H. FAIRLEY

Professional Designations & Affiliations

- ☐ Licensed Real Estate Appraiser in the State of Mississippi, #LA-1868
- ☐ Practicing Affiliate of the Appraisal Institute (#563759)

Related Job Experience

Zac Fairley Appraisals, LLC December 2019 – Present

Owner - Appraise all forms of real estate, including commercial, industrial, residential, multi-family, subdivision developments, rights-of-way, partial interest, and timber land properties.

Collins and Null Appraisals, Inc. April 2007- October 2019

Real Estate Appraiser - Appraise all forms of real estate, including commercial, industrial, residential, rights-of-way, partial interest and timber land. Also includes preparation of documents for court proceedings, review of peer appraisals and expert witness testimony.

Academic Background

Petal High School- Petal, MS - (2003)

High School Diploma

Jones County Junior College - (2005)

Associate of Arts Degree in Business Administration

The University of Southern Mississippi - (2012)

Bachelor of Science in Business Administration (Real Estate, Finance)

Professional Education

Appraisal Principles Course (110) - Dallas, TX	Appraisal Institute	2012
Appraisal Procedures Course (120) - Dallas, TX	Appraisal Institute	2012
Standards of Professional Practice, USPAP - Dallas, TX	Appraisal Institute	2012
Business Practices & Ethics (MAB #49249) Online	Appraisal Institute	2013

ADDENDA

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General Site Valuation and Cost Approach - Houston, TX	Appraisal Institute	2013
Residential Market Analysis and Highest & Best Use (MAB #7325)	Appraisal Institute	2014
Residential Site Valuation and Cost Approach (MAB #49132)	Appraisal Institute	2014
Residential Sales Comparison and Income Approach	Appraisal Institute	2014
Residential Report Writing and Case Studies	Appraisal Institute	2014
Condemnation Appraising: Principles & Applications (MAB #49179)	Appraisal Institute	2015
USPAP Update (2016-2017)	Appraisal Institute	2016
105 The Uniform Act - Executive Summary	MDOT	2016
General Appraiser Sales Comparison Approach (MAB#49264)	Appraisal Institute	2017
Real Estate Finance, Statistics, and Valuation Modeling (MAB#49442)	Appraisal Institute	2018
USPAP Update (2018-2019)	Appraisal Institute	2018
General Appraiser Income Approach, Part 1 (MAB#49573)	Appraisal Institute	2018
General Appraiser Income Approach, Part 2 (MAB#49342)	Appraisal Institute	2019
General Appraiser Market Analysis & Highest and Best Use (MAB#49647)	Appraisal Institute	2020
Valuation Impacts from Covid-19	Appraisal Institute	2020
General Appraiser Report Writing & Case Studies (MAB#49729)	Appraisal Institute	2020
Advanced Income Capitalization (MAB#49604)	Appraisal Institute	2020

ADDENDA

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APPRAISAL REPORT

Identification of Property

Vacant Land; (PPIN No. 15590)
Corner of E. Pine Street and Kamper Street,
Hattiesburg, Forrest County, Mississippi 39401



Prepared For:

City of Hattiesburg
c/o Ms. Ann Jones, Chief Administrative Officer
200 Forrest Street,
Hattiesburg, Mississippi 39401

Prepared By:

Zac Fairley Appraisals, LLC
84 North of Fields
Hattiesburg, Mississippi 39402

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ADDENDA

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Engagement Letter

Qualifications of Appraisers

City of Hattiesburg



ZAC FAIRLEY APPRAISALS & CONSULTING

601-466-2750 ZFAPPRaiser@GMAIL.COM

November 10th, 2020

City of Hattiesburg
c/o Ms. Ann Jones, Chief Administrative Officer
200 Forrest Street,
Hattiesburg, Mississippi 39401

Re: Appraisal of a vacant parcel of land identified as PPIN No. 15590 located at the corner of Kamper Street and E. Pine Street, Hattiesburg, Forrest County, Mississippi 39401

Dear Ms. Jones:

Thank you for the opportunity to provide appraisal services. Based on our agreement, I have performed an appraisal and reported our findings in this Appraisal Report. This report is intended to comply with the reporting requirements under Standards Rule 2.2(a) of the Uniform Standards of Professional Appraisal Practice.

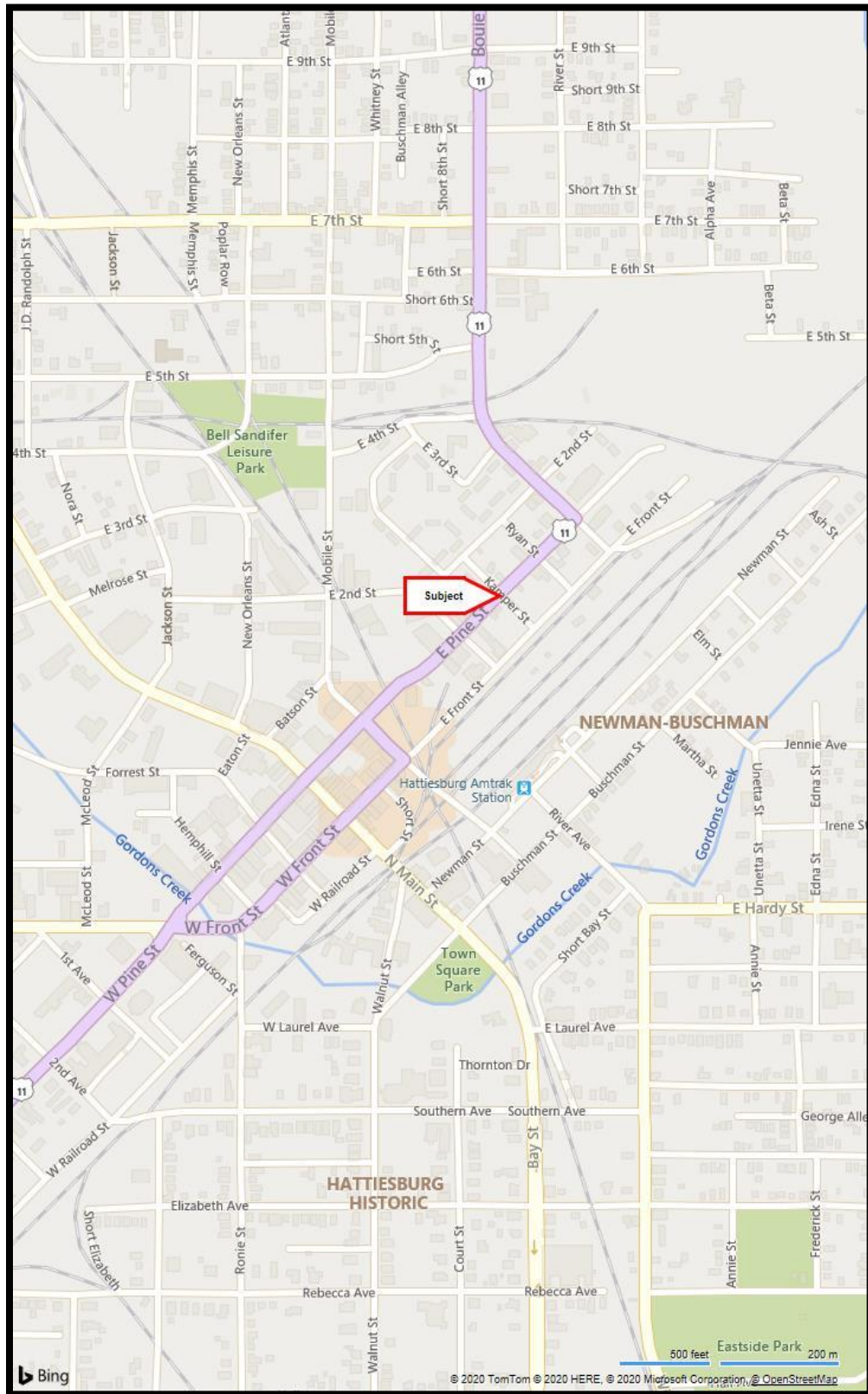
REAL ESTATE MARKET VALUE			
Appraisal Condition	Interest Appraised	Effective Date of Value	Market Value
"As Is"	Fee Simple Estate	October 23 rd , 2020	\$31,500

The following report sets out my reasoning, methodology, and conclusions. It has been prepared in accordance with the appraisal standards and procedures as currently promulgated by the Appraisal Standards Board of the Appraisal Foundation. The report is also prepared in accordance with the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.

I strive to present the most timely market data with pertinent analytical methods reflective of current market participants. Nonetheless, we are receptive to suggestions of methodology, presentation or other concerns about this report. I appreciate this opportunity to provide service and look forward to providing appraisal or consulting services for the City of Hattiesburg in the future.

Respectfully submitted,

Zachary H. Fairley
State Licensed Real Estate Appraiser,
#LA-1868



Summary of Salient Facts and Conclusions	
Property Type	Commercial Land
Property Address	Corner of E. Pine Street and Kamper Street, in Hattiesburg, Forrest County, Mississippi 39401
Property Location	The property is located along the east side of E Pine Street, between Kamper Street and Ryan Street in downtown Hattiesburg.
Property Tax Identification Number(s)	2-029L-10-064.00
Owner of Record	City of Hattiesburg
Date of the Report	November 10 th , 2020
Effective Date of the Appraisal	October 23 rd , 2020
Property Rights Appraised	Fee Simple
Land Area	180' x 100' or 18,000 Square Feet, More or Less The site size was obtained from the Forrest County Tax Assessor's records, and considered to be accurate. A survey of the property was not provided. If a survey is provided indicating a different acreage, we reserve the right to alter our value.
Zoning Designation	B-5; Regional Business District
Highest and Best Use As Vacant	Any commercial use permitted within the current zoning district.
Estimated Exposure Time and Marketing Period	6-12 Months
Current Use	Undeveloped Land
Market Value Conclusions	"As Is"
Sales Comparison Approach	\$31,500
Final Value Conclusion	\$31,500

Purpose of the Appraisal

The purpose of this appraisal is to formulate and express an estimate of the market value for fee simple interest in the property as of the effective appraisal date, October 23rd, 2020.

Intended Use/Client and Intended User(s)

The intended use of this report is for internal decision making purposes by the client and/or participants. It is our understanding that the client and intended user of the report is Ms. Ann Jones, Chief Administrative Assistant on behalf of the City of Hattiesburg. The appraisal is not intended for any other use or user. The definition of market value relied upon is included before the Addenda.

Competency of the Appraisers

The appraisers' specific qualifications are included within this report. These qualifications serve as evidence of their competence for the completion of this appraisal assignment in compliance with the competency provision in USPAP. The appraisers' knowledge and experience, combined with their professional qualifications, are commensurate with the complexity of this assignment. The appraiser has

previously provided consultation and value opinion for properties similar to the subject in Hattiesburg, Mississippi and the regional area.

Interest Appraised

- **Fee Simple Interest** is absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Effective Date of Value

October 23rd, 2020

Date of Report

November 10th, 2020

Scope of Work

Scope of work is the most critical decision an appraiser will make in performing an assignment. Solving an appraisal problem involves three steps:

1. Identifying the problem
2. Determining the solution (or scope of work)
3. Applying the solution

None of the three steps can be omitted, and each must be performed in order. To analyze the problem, the appraiser identifies seven key assignment elements: (1) client, (2) intended users in addition to the client, (3) intended use, (4) objective of the appraisal, or type of value and its definition, (5) effective date, (6) property characteristics that are relevant to the assignment such as the interest to be valued and physical and legal characteristics), and (7) assignment conditions such as hypothetical conditions, extraordinary assumptions, and other requirements. These elements provide the framework for the assignment and allow the appraiser to identify the problem to be solved.

The second step is to determine the scope of work to solve the problem. Scope of work encompasses all aspects of the valuation process, including which approaches to value will be used; how much data is to be gathered, from what sources, from which geographic area, and over what time period; the extent of the data verification process; and the extent of property inspection, if any. The scope of work decision is appropriate when it allows the appraiser to arrive at credible assignment results and is consistent with the expectations of similar clients and the work that would be performed by the appraiser's peers in a similar situation.

Source: *Appraisal of Real Estate 14th Edition*

Inspection

The subject property was inspected by Zac Fairley on October 23rd, 2020. The site was walked by the appraiser and viewed from Kamper Street, as well as, E. Pine Street. Photographs were taken to document this and will be available later in the report. The surrounding neighborhood and area was also inspected on this day as well.

I am not an engineer and are not competent to judge matters of an engineering nature, nor have I retained independent structural, mechanical, electrical, or civil engineers in connection with the report. As such, I

make no representations relative to the condition of the improvements, if any exist. Unless otherwise noted in the report, no problems were brought to the attention of the appraiser by the client or property owner.

If questions regarding engineering studies are critical to the decision process of the reader, the advice of competent engineering consultants should be obtained and relied upon.

Data Research

The type and extent of my research and analysis is detailed in individual sections of the report. This includes the steps took to verify comparable sales, which are disclosed in the comparable sale profile sheets in the report. Although we make an effort to confirm the arms-length nature of each sale with a party to the transaction, it is sometimes necessary to rely on secondary verification from sources deemed reliable.

Legal Description

A parcel of land identified as Lots 9 thru 14, Block 3, of the Hardy & Scott Survey, in Section 10, Township 4 North, Range 13 West, Forrest County, Mississippi. We have provided a copy of the legal description in the Site Description of this report.

Property History/Ownership

The property is owned by the City of Hattiesburg. This conveyance occurred in February 13, 2018 and is recorded in Deed Book 1273, Page 51. We are not aware of any conveyances in ownership in the last three years.

To the best of my knowledge, the property is not currently listed for sale nor is it under contract or option to purchase.

Taxes and Assessments

The property is identified by the Forrest County Tax Assessor's records as Parcel No. 2-029I-10-064.00. The property is owned by the City of Hattiesburg and all taxes and assessments are exempt.



Definition of Market Value¹

Market Value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

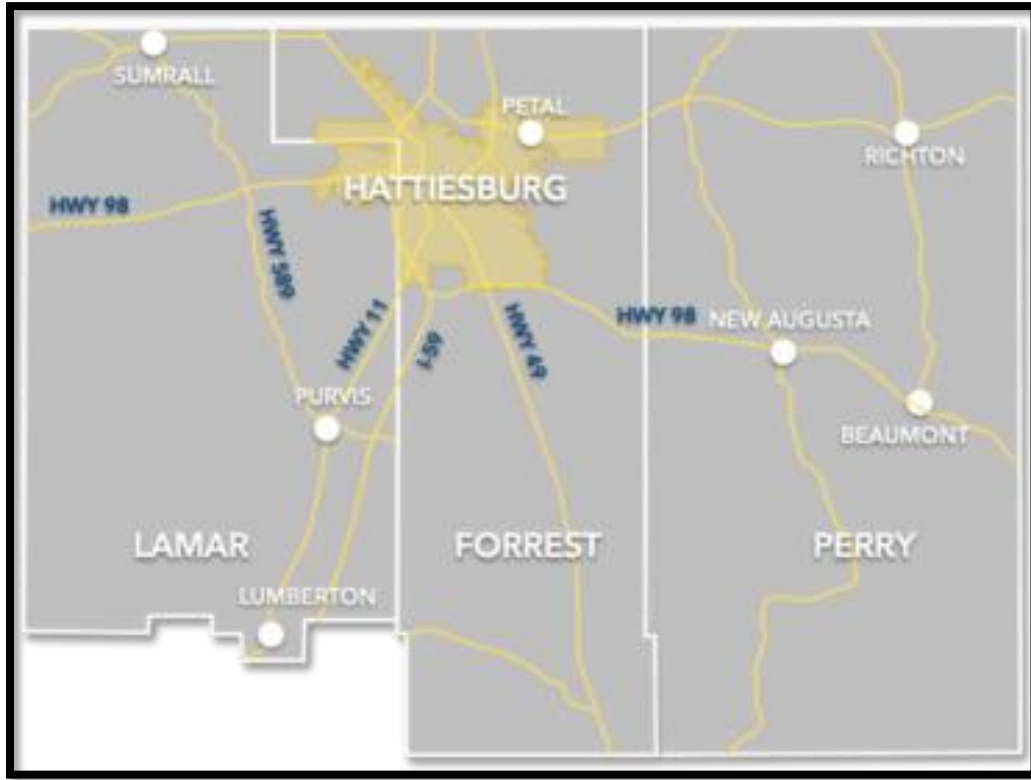
1. buyer and seller are typically motivated;
2. both parties are well informed or well advised and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

¹ Definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC and in the Interagency Appraisal and Evaluation Guidelines, dated December 2, 2010.

Area Analysis

Location:

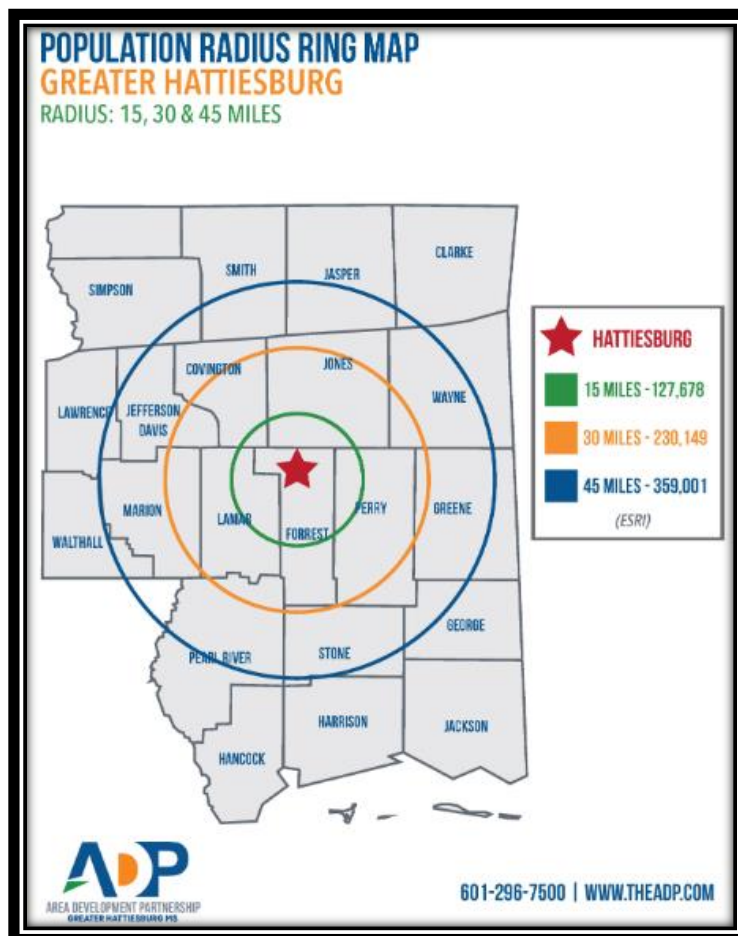
Hattiesburg is centrally located to several major markets, thus its nickname the “Hub City.” These markets include:



Population:

The following statistics are available from the US Census Bureau. Historical population statistics for the area are summarized as follows:

The chart exhibits the trend in population for the region from 1990 to 2010(2006 for Forrest and Lamar Counties). The Hattiesburg MSA has seen above average growth since 1990.



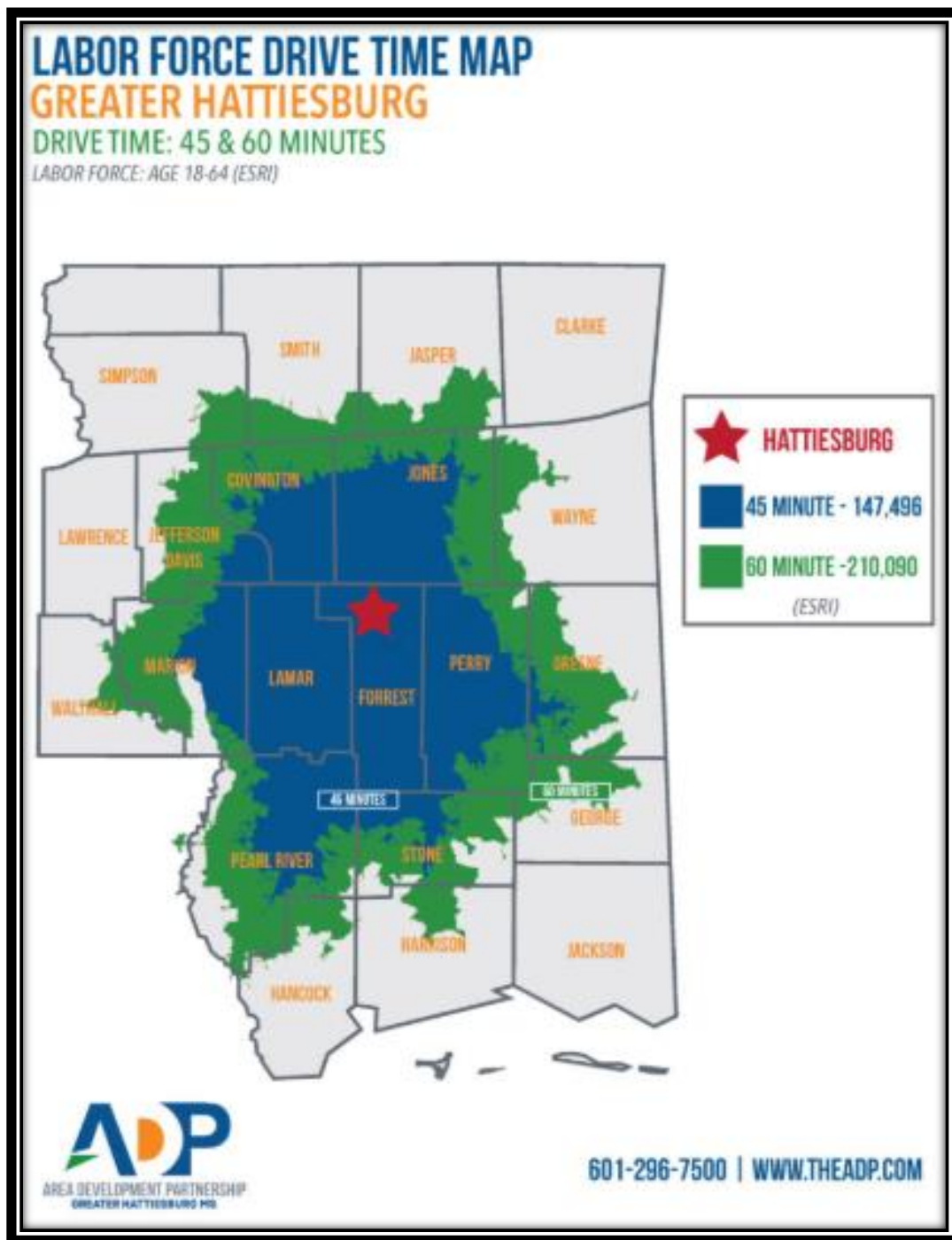
Business and Industry:

There are approximately 92 manufacturing firms in the county, employing 5,300 workers. Hattiesburg has a fully-developed industrial park with 325 available spaces.

The agriculture income for the county averages \$20 million annually. Forestry is the county's largest agri-business, producing about \$8 million in sales. Tables of the largest manufactures and employers are shown below.

MANUFACTURING/DISTRIBUTION EMPLOYERS	
EMPLOYER	# OF EMPLOYEES
Channel Control Merchants	1050
Mar-Jac Poultry	1047
Kohler Engines	361
Georgia Pacific, Leaf River Cellulose	300
Hood Industries – Beaumont	200
Johnson Controls Company	250
Borden	175
Select Product Group	143
Mississippi Tank	136
Hattiesburg Coca-Cola	125
Resinall	115
Western Container	89

SERVICE EMPLOYERS	
EMPLOYER	# OF EMPLOYEES
Forrest General Hospital	3500
University of Southern Mississippi	2300
Hattiesburg Clinic	2218
Camp Shelby	2200
Maximus	1700
Lamar County School District	1300
Merit Health Wesley	1222
Hattiesburg Public School	750
City of Hattiesburg	717
Petal School District	535
SaviLinux	491
Cooperative Energy	400
William Carey University	370
Regions Bank	329



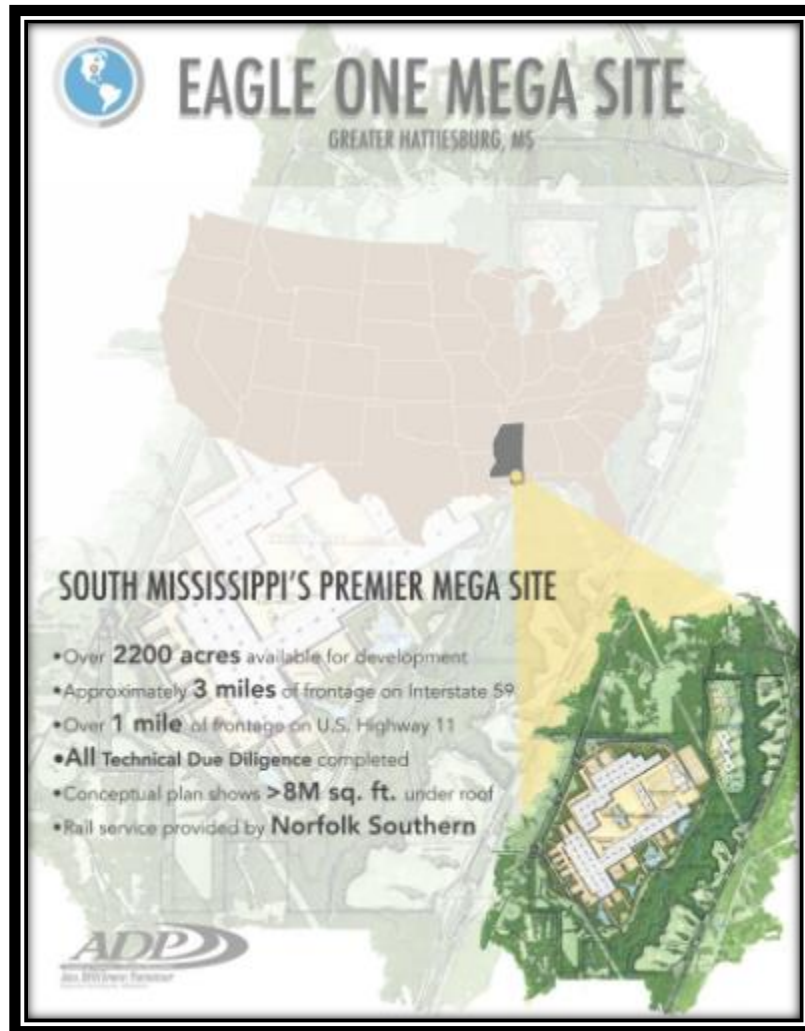
Economic Base:

Hattiesburg, also known as the “Hub City,” is within 100 miles of the state capital, Jackson, as well as the Gulf Coast, New Orleans, LA, and Mobile, AL. The greater Hattiesburg area is the educational, retail, military, and medical center for more than a quarter of a million people throughout southeast Mississippi. Hattiesburg MSA is the site of numerous small and several large corporations. The largest employers in terms of total employment in Hattiesburg MSA are summarized in the chart below.



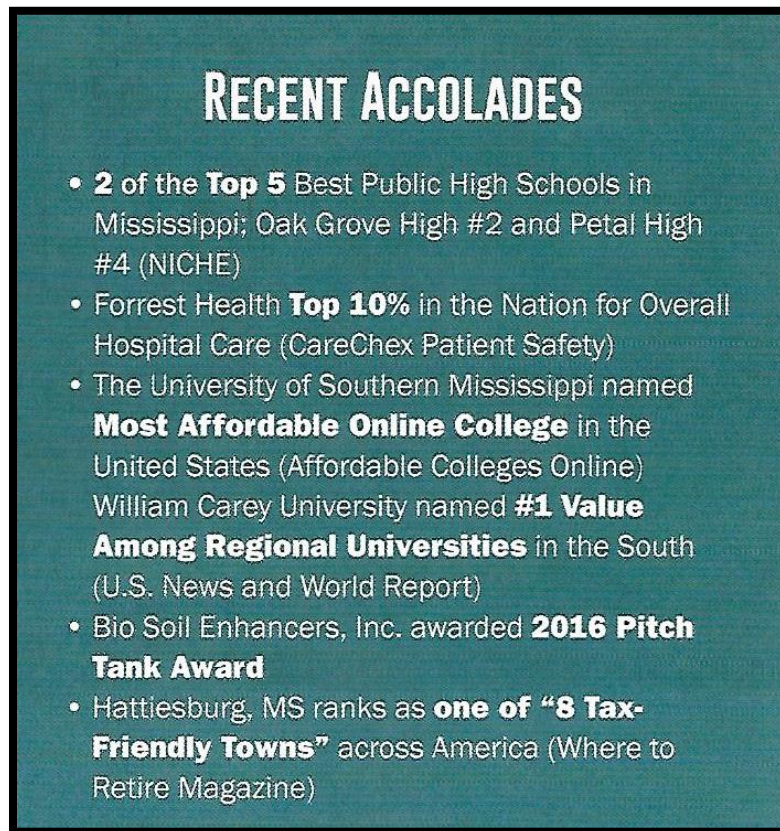
Growth:

The ADP (Area Development Partnership) has recently secured options on a 2,222 acre mega-site. This large industrial site is the first of its kind in South Mississippi. The site has 2.8 miles of frontage along I-59 and 1.2 miles of frontage along Hwy 11. Hattiesburg has recently been named one of the 50 fastest growing metro areas in America. This new site provides for an increased growth in business development and employment.



Education:

The Hattiesburg area has 22 public schools. The Hattiesburg Area Education Foundation provides private funding and special programs to most of these schools to enhance the fundamental curriculum. The business community takes an active role in augmenting the school system through the Adopt-A-School program.



Hattiesburg is home to the University of Southern Mississippi with an enrollment of more than 12,000 students and William Carey College with an enrollment of about 2,000 students. U.S.M. has recently opened a new \$19 million Polymer Science Research Facility that is paralleled by no other in the United States. Jones County Junior College and Pearl River Community College are both within easy driving distance.

HIGHER EDUCATION		
		
		
INSTITUTION	ENROLLMENT	ANNUAL GRADUATES
University of Southern Mississippi	13,115	3,351
William Carey University	3,544	1,268
Pearl River Community College	4,755	880
Jones County Junior College	4,592	1,071
TOTAL	26,006	6,570

Government:

Hattiesburg has a mayor/council type of government. Forrest County has a five-member board of supervisors.

Emergency Services:

Hattiesburg has a force of 90 officers in the city and 33 in the county. The fire department includes 96 firefighters located at 7 stations.

Medical Services:

Hattiesburg serves as the medical hub of South Mississippi, with two hospitals with 704 beds, the largest multi-specialty clinic in the state, a full service regional reference laboratory, 230 doctors and 43 dentists.

Utilities:

The Dixie Electric Power Association, Mississippi Power Company, Pearl River Valley Electric Power Association, South Mississippi Electric Power Association and the Southern Pine Electric Power Association provide electricity to the greater Hattiesburg area. Hattiesburg's water needs are provided by the City of Hattiesburg, which has a capacity of 16 million g.p.d. Willmut Gas and Oil Company, fuels oil and LP gas are available from local sources.

Transportation:

Highways - Interstate Highway 59, U.S. Highways 49, 98 and 11, and State Highway 42 serve Hattiesburg.

Airports - Pine Belt Airport is for commercial use and has 6,500 foot runway. Bobby Chain Municipal Airport, noncommercial, has a 6,250 foot runway.

Railroads - Hattiesburg is served by Amtrak, Midsouth Rail, Illinois Central Gulf and Norfolk Southern.

Motor Freight Carriers - Serving Hattiesburg is 17 truck lines and 15 local terminals.

Bus Service - Greyhound/Trailways Bus lines provide passenger and package service.

Parks and Recreation:

Kemper Park and Zoo, Pep's Point Water Park, Camp Shelby War Museum, Hattiesburg Historical Society, Paul B. Johnson State Park, seven local golf courses; U.S.M. - Natural Science Museum and Woods Art Gallery; Checker Hall of Fame; and William Carey College - Lucille Parker Gallery.

Neighborhood Description

Most new commercial, retail and residential development has shifted to the west Hattiesburg area, principally in the Lamar County area. Downtown Hattiesburg has seen very little new commercial development in the last 20 years. Due to the population shift away from downtown Hattiesburg, the overall value outlook is weak.

Valuation Impact from COVID -19

As of March 11th, 2020, the World Health Organization issued a warning for a global pandemic, in relation to the outbreak of the Corona Virus. This has resulted in a massive closure of private and public facilities and restrictions on travel. These closures will most likely have a strong negative impact on retail sales, traffic volume, occupancy levels and the economy in general. It typically takes an extended period of time for a sufficient amount of sales data to indicate a definitive impact on real estate values.

As of October 23rd, 2020, we researched local market activity for both commercial and vacant land listings and discovered no actual decrease in sales volume. Overall, sales activity is steady to increasing, with slightly longer holding periods. However, the sold prices on average were in line with 2019 volumes. Thus, no appreciation has been seen, but no sharp declines have been noted either. It is early to make any forecasts as data is less than two months old.

However, this research was limited to the Hattiesburg MLS coverage area and would not be applicable to lodging, restaurants and certain other retail uses. For further analysis, we referenced national publications in reference to real estate changes due to the COVID 19 pandemic.

Market Activity 2019 vs 2020 Period



Comparison –

- 1) The average DOM for 2019 = 218, for 2020 same period = 107, a significant decrease.
- 2) Number of sales is almost identical, being 16 to 15,
- 3) Average sales price for 2019 = \$402,394, Average for 2020 = \$125,720,
- 4) Price Change from Listing to Sales Price; 2019 = -19.41%, 2020 = - 21.13%.
- 5) Total market cap- commercial properties, 2019 = \$6.44m, 2020 = \$1.89m.

The conclusion is the sales volume in 2020 for the same period is drastically lower, however there is an explanation.

The difference in sales volume is largely contributed towards one large sale of a retail center for \$4.6m in North Jackson. This sale alone alters the sales volume to within \$500,000 of the 2020 sales volume. The next highest sale in 2019 is \$486,000, which is online with the high sale for 2020, more or less.

A similar number of transactions have occurred, the Days on Market (DOM) is significantly lower in 2020 and the difference from list to sell is slightly higher in 2020. This suggest a 1.72% additional decrease in sales price, albeit a shorter marketing period which was thought to be a wash.

2020 DATA



March 11 – September 1st, 2020

Therefore, it appears the marketing periods have been shorter for commercial properties, however the list to sell percentage has been slightly greater. The number of sales were similar, and the sales volume is similar. Since the results are mixed and to further analyze the Covid Pandemic we looked again at the National data, shown below.

Another referenced source was Green Street Advisors, which publishes quarterly commercial property value reports, in reference to changes in market conditions.

About the Green Street Commercial Property Price Index

Green Street's Commercial Property Price Index is a time series of unleveraged U.S. commercial property values that captures the prices at which commercial real estate transactions are currently being negotiated and contracted. Features that differentiate this index are its timeliness, its emphasis on high-quality properties, and its ability to capture changes in the aggregate value of the commercial property sector.

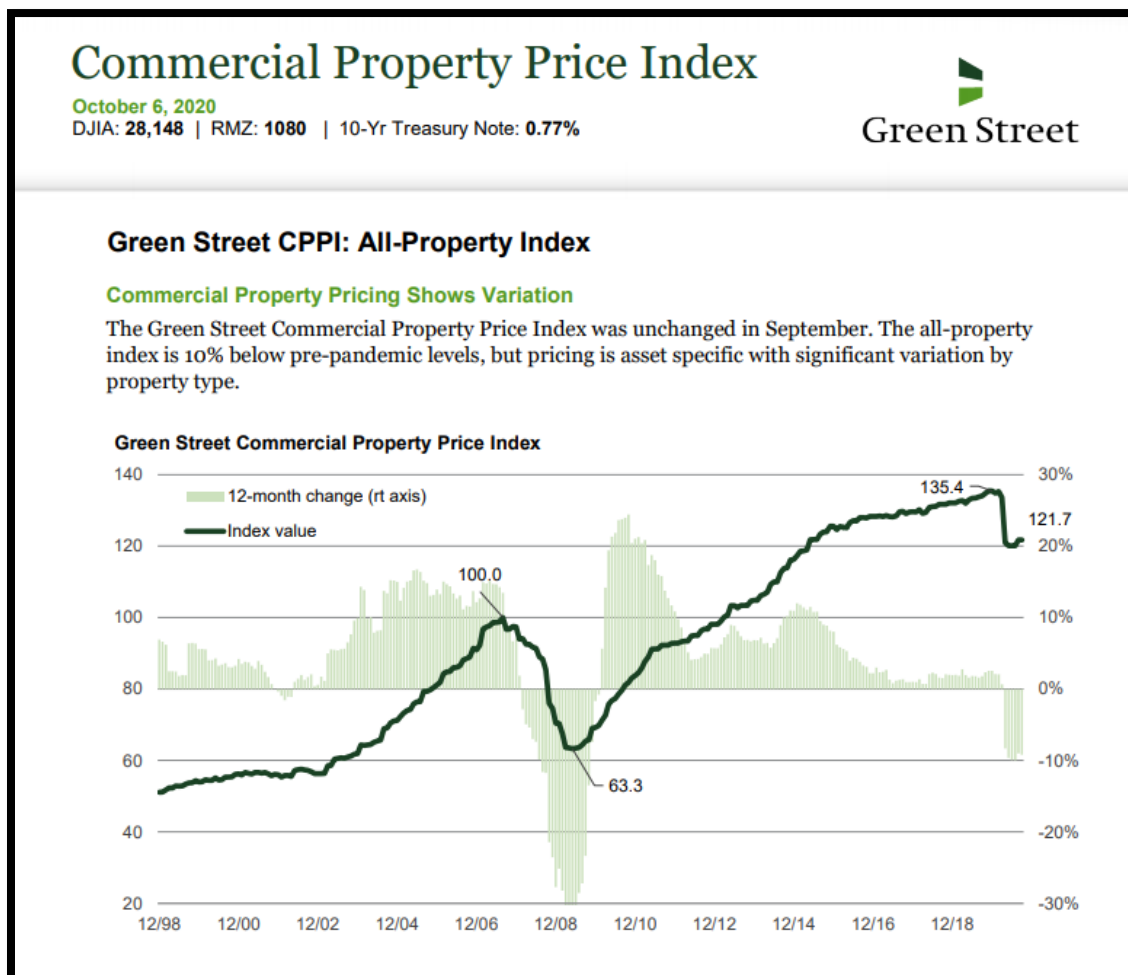
The following commentary is based on the Green Street price index report for September-October 2020

September 3, 2020

The Green Street Commercial Property Price Index increased 1.3% in August. Values for industrial, manufactured home park, student housing, and apartments all increased, while pricing of other property sectors was unchanged. The all-property index is 10% below pre-Covid levels, though pricing varies significantly across property sectors. “Prices of most properties are lower than they were six months ago, and 10% works as a rule of thumb, but it oversimplifies what’s taking place,” said Peter Rothmund, Managing Director at Green Street Advisors. “Prices of properties with income streams that will be largely unaffected by the pandemic—either because of property type, lease structure, or some combination of the two—are at, or near, record highs. At the other end of the spectrum, pricing of those assets most impacted—lodging and some retail—has moved so much that buyers and sellers are still trying to figure it out.” Green Street Advisors Property Price index report- September 3rd, 2020

October 6th, 2020

The Green Street Commercial Property Price Index was unchanged in September. The all-property index is 10% below pre-pandemic levels, but pricing is asset specific with significant variation by property type. “Pricing of properties with little downside to rents—and those with a high-credit tenant and significant lease term—has held up; in some instances, values are higher than they were prior to the pandemic,” said Peter Rothmund, Managing Director at Green Street. “Prices of most other properties are lower by 5-15%. Lodging and malls are down even more than that. Transaction volume has been light, so for some property sectors it is tough to give precise estimates.”



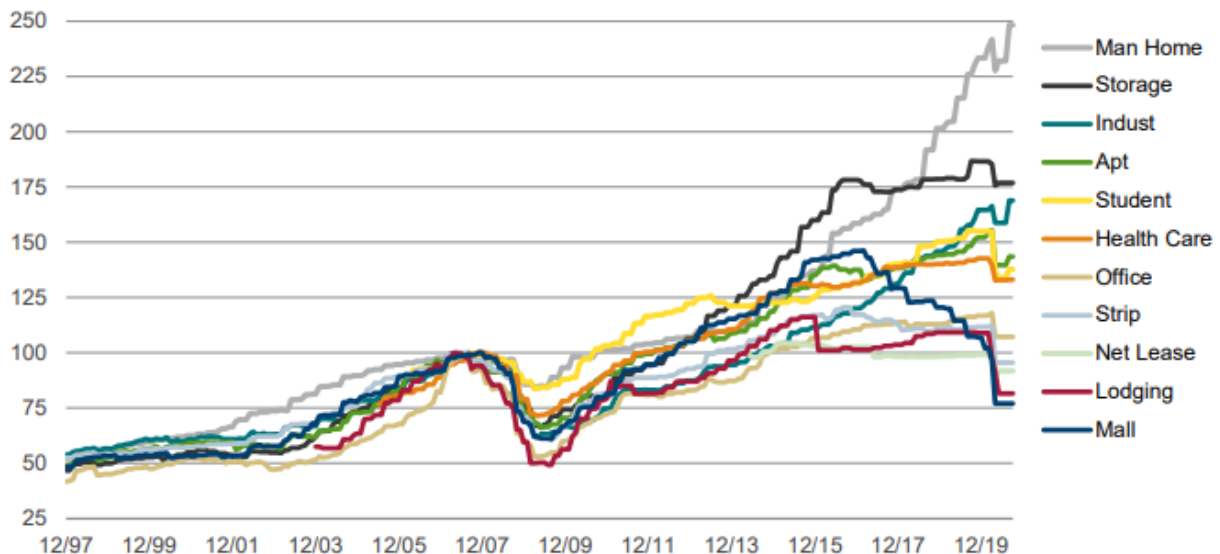
As can be seen in the chart above, there is a significant downturn in the “All Property index” coinciding with the COVID 19 pandemic in the first quarter of 2020. Although this data is based on national indicators, it is reasonable to conclude that local commercial real estate values may see the same value decrease.

Green Street indicated individual property value changes based on the property type, as seen in the following table.

Green Street CPPI: Sector-Level Indexes

	Index Value	Change in Commercial Property Values		
		Past Month	From Pre Covid	Past 12 Mos
All Property	121.7	0%	-10%	-9%
Core Sector	123.7	0%	-8%	-7%
Apartment	143.5	0%	-8%	-3%
Industrial	168.9	0%	2%	7%
Mall	77.0	0%	-20%	-28%
Office	107.2	0%	-9%	-8%
Strip Retail	95.5	0%	-15%	-14%
Health Care	133.1	0%	-7%	-6%
Lodging	81.6	0%	-25%	-25%
Manufactured Home Park	248.4	0%	3%	10%
Net Lease	91.8	0%	-8%	-7%
Self-Storage	176.9	0%	-5%	-5%
Student Housing	137.9	0%	-11%	-11%

Green Street Property Sector Indexes



All Property: retail (20%), office (17.5%), apartment (15%), health care (15%), industrial (10%), lodging (7.5%), net lease (5%), self-storage (5%), manufactured home park (2.5%), student housing (2.5%). Retail is mall (50%) & strip retail (50%).

Core Sector: apartment (25%), industrial (25%), office (25%), and retail (25%)

Health care: medical office (30%), senior housing operating properties (25%), senior housing net leased (20%), skilled nursing (15%), and life science (10%)

Summary

The subject is a vacant parcel of commercial land. Based on the Green Street advisors report, this property class is projected to have a value change of +/- (-10%). Considering the current changes in the market, the national projections shown in the Green Street report, and the observations in the local market, I have projected a -10% decline in value since the pandemic began.

Marketing Time

The reasonable marketing time is an opinion of the amount of time it might take to sell a real or personal property interest at the concluded Market Value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. In this instance, we have determined a 6-12 month marketing time for the subject.

Exposure Time

Reasonable exposure time is one of a series of conditions in most Market Value definitions. Exposure time is always presumed to precede the effective date of the appraisal.

Exposure time may be defined as follows: the length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at Market Value on the effective date of the appraisal; a retrospective opinion based on an analysis of past events assuming a competitive and open market.

Exposure time is different for various types of property and under various market conditions. It is noted that the overall concept of reasonable exposure encompasses not only adequate, sufficient, and reasonable time but also adequate, sufficient, and reasonable effort. This statement focuses on the time component.

The fact that exposure time is always presumed to occur prior to the effective date of the appraisal is substantiated by related facts in the appraisal process: supply/demand conditions as of the effective date of the appraisal; the use of current cost information; the analysis of historical sales information (sold after exposure and after completion of negotiations between the seller and buyer); and the analysis of future income expectancy projected from the effective date of the appraisal.

Source: Standards 6 (SMT-6) *Uniform Standards of Professional Appraisal Practice*, 2010-2011 Edition, published by the Appraisal Standards Board of the Appraisal Foundation

Exposure period can be based on statistical information about days on market; information gathered through sales verification and interviews of market participants. In this instance, we have determined a 6-12 month exposure time for the subject.

The Market Value of the property appraised in this report is determined as of the date shown in the Certification. Constantly changing economic conditions have varying effects upon real property values. Even after the passage of a relatively short period of time, property values may change substantially.

Extraordinary Assumption

An assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions.

Comment: Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

The definition of "extraordinary assumption" builds upon the definition of "assumption". Therefore, the first thing to acknowledge with regard to an extraordinary assumption is that we really believe an extraordinary assumption to be true. Second, we acknowledge that if we found that the extraordinary assumption was actually not true, then our value opinion could be impacted or changed as a result. This is what makes it extraordinary, because it is so relevant to our appraisal or value opinion. Therefore SR 2-1(a) requires that all extraordinary assumptions be disclosed, so that everyone knows that the value opinion depends upon the extraordinary assumption being true.

Hypothetical Condition

That which is contrary to what exists but is supposed for the purpose of analysis.

Extraordinary Assumptions Compared to Hypothetical Conditions

The best way to distinguish between an extraordinary assumption and a hypothetical condition is, if as of the date of value, the condition in question is known to be false; then it is a hypothetical condition. If, as the date of value, the fact of the condition is unknown and it is reasonable to believe that the condition is true, then the condition is an extraordinary assumption.

Comment: Hypothetical conditions assume conditions contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

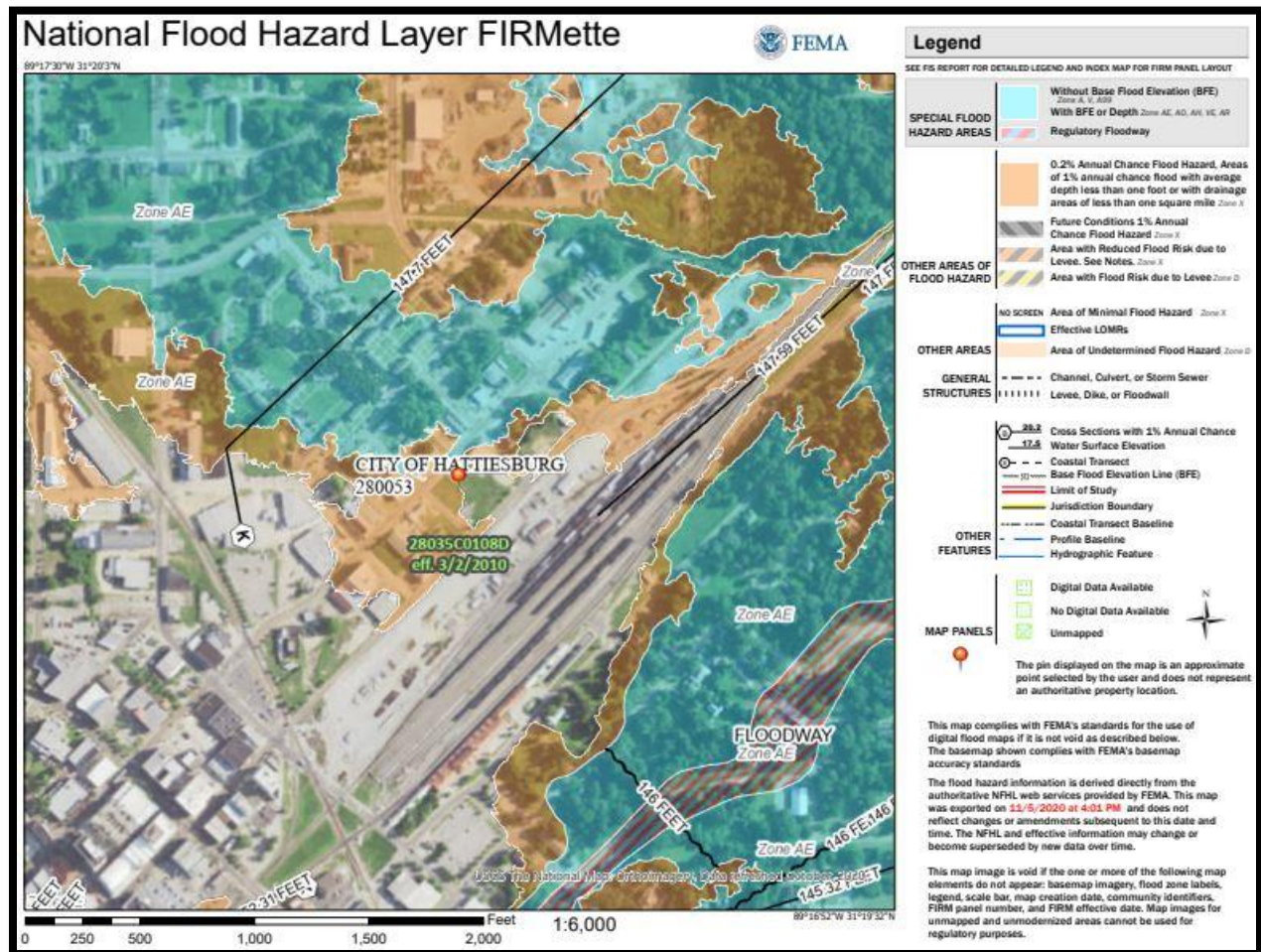
No extraordinary assumptions or hypothetical conditions were made part of this report.

SITE DESCRIPTION	
Location:	The property is located at the corner of E. Pine Street and Kamper Street, in downtown Hattiesburg, Mississippi.
Current Use of the Property:	Undeveloped Land
Site Size:	Total: 18,000 Square Feet, More or Less Useable: 18,000 Square Feet, More or Less The total site size was taken from the Forrest County Tax Assessor's records indicating lot dimensions of 180'x100'. If provided a survey of the property indicating a different acreage, we reserve the right to alter our value.
Frontage/Access:	E. Pine Street borders the site to the west for 180 feet and Kamper Street to the south for 100 feet. The site has physical access from both streets.
Topography:	The site is open grassy and at the grade of E. Pine Street and Kamper Street.
Soil Conditions:	No soil analysis was furnished. For the purpose of this appraisal, soil conditions are assumed to have no detrimental influence on the highest and best use or value of the property.
Utilities:	All city services are available and in place on the property.
Flood Zone:	The subject is located in an area mapped by the Federal Emergency Management Agency (FEMA). Approximately 50-60% of the site is located in a FEMA Flood Zone X, which is classified as a 0.2 Percent Annual Chance Flood Hazard. FEMA Map Number: 28035C0108D FEMA Map Date: March 2, 2010
Wetlands/Watershed:	According to the National Wetland Inventory Mapper, the property does not contain wetlands. This would need to be confirmed with an engineer.
Environmental Issues:	There are no known adverse environmental conditions on the subject site. Please reference Limiting Conditions and Assumptions.
Encumbrance / Easements:	I was not provided a current title report to view. I am not aware of any easements, encroachments, or restrictions that would adversely affect value. My valuation assumes no adverse impact from

	easements, encroachments, or restrictions, and further assumes that the subject has clear and marketable title.						
Zoning	B-5; Regional Business District <table> <tr> <th colspan="2">4.5.12 B-5 Regional Business District.</th></tr> <tr> <th>Description and Purpose.</th><th>Characteristic Development Type</th></tr> <tr> <td> The purpose of the B-5 District is to provide for retail, personal and business services, offices, and financial services in locations with convenient access to the region's population consistent with comprehensive planning policies. This district is consistent with the Regional Business District in the Comprehensive Plan. </td><td>  </td></tr> </table>	4.5.12 B-5 Regional Business District.		Description and Purpose.	Characteristic Development Type	The purpose of the B-5 District is to provide for retail, personal and business services, offices, and financial services in locations with convenient access to the region's population consistent with comprehensive planning policies. This district is consistent with the Regional Business District in the Comprehensive Plan.	
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Surrounding Land Uses	Land uses surrounding the property are older commercial and industrial in nature with little new development in the downtown Hattiesburg market.						



Aerial Map



Flood Map



Tax Map

Photographs



Looking west along Kamper Street at the property.



Looking at the property from the east property line



View of the property from Kamper Street



Looking south along E. Pine Street from the southwest corner of the property



Looking north along E. Pine Street at the property



Looking along north property boundary from E. Pine Street

Highest and Best Use

According to the Dictionary of Real Estate Appraisal 5th Edition, highest and best use is defined as: The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible and that results in the highest value. The four criteria the highest and best use must meet are physically possible, legally permissible, financially feasible and maximally productive. Alternatively, the probable use of land or improved property - specific with respect to user and timing of the use -that is adequately supported and results in the highest present value.

When a site is improved, we must recognize that the highest and best use may differ from the existing use; however, the existing use will continue, unless and until, land value (at its highest and best use) exceeds the total value of the property in its present use. The definition of highest and best use recognizes the contribution of a specific use to the community or to individual property owners.

The determination of highest and best use results from the appraiser's judgment and analytical skill; i.e., determination of highest and best use is an opinion, not a fact to be found. In appraisal practice, the concept of highest and best use is the premise upon which value is based. In the context of investment value, "most profitable use" is another alternative term but the degree of risk must be considered.

The highest and best use concept requires an analysis of the subject as if it were vacant and also as improved to determine if the land is more valuable as vacant than the property as improved. There are four criteria that must be met. The highest and best use must be 1) physically possible; 2) legally permissible; 3) financially feasible; and, 4) maximally productive. These criteria are generally considered sequentially and the analysis may indicate more than one use.

Physically Possible

The first constraint on the possible use of the property is dictated by the physical aspects of the site. The size and location of the parcels are the most important determinants of value. In general, the larger the site, the greater the potential to achieve economies of scale and flexibility in development. The total site area is 180'x100' or 18,000 square feet. This is a corner site with frontage along E. Pine Street to the west and Kamper Street located to the south. The site is large enough for most of the feasible uses.

The size and physical configuration of the property would limit a wide variety of uses which a tract of this size could accommodate. Multi-family/apartment development, commercial uses, industrial and warehouse uses can be eliminated.

Legally Permissible

The subject property is located in an area that is primarily older industrial and commercial uses in the area. The subject is inside the city limits of Hattiesburg. The site is zoned both B-5; Regional Business, which allows the broadest range of commercial uses.

Financially Feasible/Maximally Productive

Those uses which are financially feasible and that use which is maximally productive are generally closely related. Any use that results in a net return to the land after satisfying the return to the improvements is considered to be financially feasible; however, that use which returns the maximum dollars to the land is considered the use which is maximally productive.

Due to the size of the lot and its location, most any form of commercial use would be feasible.

As If Vacant

Due to its location and size, the highest and best use as vacant would be for a commercial use or any other use permitted within the regional business district zoning district.

Appraisal Procedure

The main purpose of an appraisal is to solve a problem of a specific property. The appraiser must define the problem, inspect the property, gather all pertinent data, analyze the findings to arrive at a solution, and then present all salient facts and conclusions in the form of an appraisal report.

Since characteristics of real property vary widely, the appraiser must proceed in a systematic fashion producing a thorough and accurate appraisal in an efficient manner.

During the past fifty years, a method of evaluating real estate, "The Appraisal Process", has evolved. The appraisal process involves three different approaches to value, when applicable.

The Cost Approach

In this approach, the appraiser first develops an opinion of value of the land as though vacant as of the date of appraisal. Next, the replacement or reproduction cost new of all improvements is determined. From this total, estimated depreciation is deducted. Depreciation is any loss in improvement value due to physical deterioration and/or functional or external obsolescence. The value of the land is then added to the depreciated replacement or reproduction cost to arrive at an indication of value for the property as a whole.

The Sales Comparison Approach

This is an appraisal technique in which the market value opinion is predicated upon prices paid in actual market transactions and current listings, the former fixing the lower limit of value (price) in a static or advancing market and the higher limit of value in a declining market, with the latter fixing the higher limit in any market. The Sales Comparison Approach is a process of correlation and analysis of similar, recently sold properties. The reliability of this technique is dependent upon: (1) the degree of comparability of each property with the property under appraisal; (2) the time of sale; (3) the verification of the sales data; and (4) the absence of unusual conditions affecting the sale.

The Income Approach

This is a technique in which the anticipated net income is processed to produce an indication of value. The reliability of this technique is dependent upon: (1) the reasonableness of the estimate of the anticipated net annual income; (2) the duration of the net annual income, usually the economic life of the building, when improved; (3) derivation of an appropriate capitalization (discount) rate; and (4) the method of conversion of income to capital.

The remaining step is the reconciliation of the value opinion arrived at in the different approaches to value. The appraiser must consider and re-evaluate all pertinent data in order to arrive at a final value opinion. Although each of the techniques produces an independent value, all three approaches are interrelated and integrated techniques, dependent upon operation of market forces.

In some cases, due to the availability (or unavailability) of pertinent market data, these approaches have varying degrees of applicability.

Applied Technique

In this instance, we have used one of the three traditional approaches to value, the Sales Comparison Approach. The Cost and Income Approaches are not typically used to estimate value for vacant land. The Sales Comparison Approach provided sales of similar properties as the subject in which to estimate Market Value.

Valuation

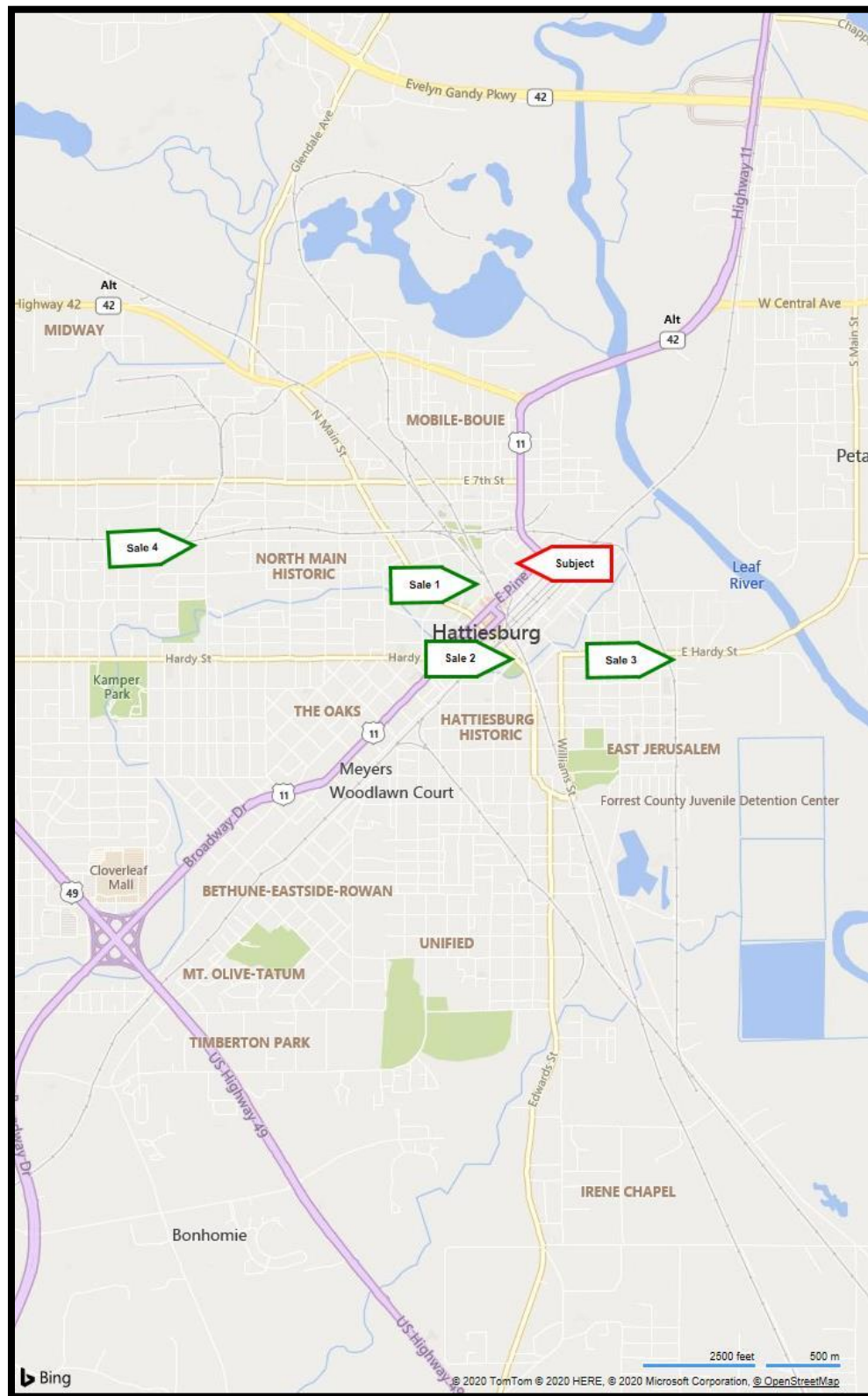
Sales Comparison Approach

The Sales Comparison Approach involves a detailed comparison of the subject property with similar properties which have recently sold in the same or competitive markets. This approach is based primarily on the Principle of Substitution which states, "When several commodities or services with substantially the same utility are available, the lower price attracts the greatest demand and widest distribution". In other words, a prudent investor/purchaser would not pay more to acquire a given property in the market when an alternative property may be purchased for less. The five basic steps in this analysis are listed below.

- Research the market to identify similar properties for which pertinent sales, listings, offerings and/or rental data is available;
- Qualify the data as to terms, motivating forces, or bona fide nature;
- Analyze the salient characteristics of the comparable properties in relation to the property under appraisal, particularly those items relating to date of sale, location, physical characteristics, and conditions of sale;
- Consider all dissimilarities and the probable effect on the price of each sale property, and derive individual market value indications for the property being appraised;
- Formulate an opinion of market value from the pattern developed from the foregoing analysis.

Direct Sales Comparison is a valuation technique in which a value opinion is predicated on prices paid in actual market transactions. In this process, comparison is made between properties having a satisfactory degree of similarity to the subject. We have presented transactions involving similar commercial land parcels on the following pages, with an adjustment grid following.

Land Sales Map



Land Sale No. 1



Property Identification

Property Type	Commercial Land
Address	221 Market Street, Hattiesburg, Forrest County, Mississippi 39401
Tax ID	2-029J-10-359.00 or PPIN 015650

Sale Data

Grantor	Watts Donna
Grantee	Lowery
Sale Date	August 31, 2017
Deed Book/Page	B-1141 P-615
Recorded Plat	147 Days
Property Rights	Fee simple
Financing	Cash
Verification	Selling Agent

Sale Price	\$30,000
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Land Data

Zoning	B-5; Regional Business
Topography	Level open
Utilities	All City
Dimensions	195 X 168 X 54 X 423
Shape	Irregular
Flood Info	Panel 28035C0085D; Eff 03/02/2010
User 5	Area of minimal Flood Hazard.

Land Size Information

Gross Land Size	0.693 Acres or 30,187 SF
Front Footage	95 ft Market Street;

Indicators

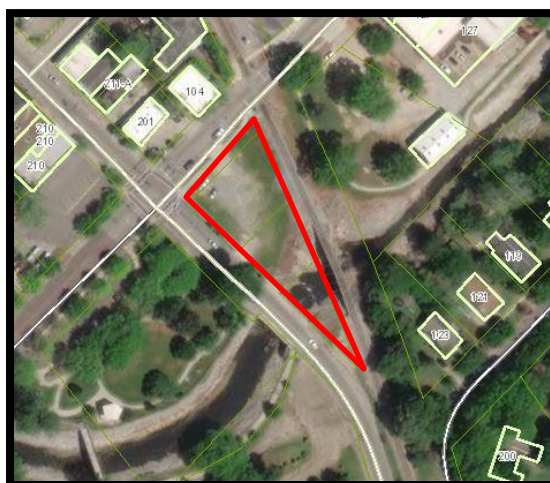
Sale Price/Gross Acre	\$43,290
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Sale Price/Gross SF \$0.99

Remarks

Located in Market Street Downtown Hattiesburg directly across from the Lucky Rabbit. The seller originally purchased the lot for construction of a downtown residence and garage. The lot was rezoned for commercial for this use.

Land Sale No. 2



Property Identification

Property Type

Commercial Lot

Address

Corner of Buschman Street & Main Street, Hattiesburg, Forrest County, Mississippi 39401

Tax ID

PPIN #18565, 18566, 18567

Sale Data

Grantor

Teepell

Grantee

Robert Rogge

Sale Date

July 28, 2011

Property Rights

Fee Simple

Conditions of Sale

Arm's Length

Verification

Confirmed with Buyer

Sale Price

\$35,000

Land Data

Zoning

B-3

Topography

Open; grassy

Utilities

All city

Shape

Triangular

Flood Info

+/-15% located in flood zone

Land Size Information

Gross Land Size

0.39 Acres or 16,988 SF

Useable Land Size

0.340 Acres or 14,810 SF

Unusable Land Size

0.05 Acres or 2,191 SF (14.79%)

Front Footage

300 ft Country Club Road / Hwy 49;

Indicators

Sale Price/Gross Acre

\$89,744

Sale Price/Gross SF

\$2.06

Sale Price/Useable Acre

\$102,944

Sale Price/Useable SF

\$2.36

Remarks

This lot is located at the corner of Buschman Street and Main Street. Adjacent to the railroad tracks. The property is 3 tax parcels, of which 2 are flat, usable ground (0.34 acres-14,937 sf). The third parcel lies in the creek bed and has no value. The buyer stated that since purchase, the city of Hattiesburg has installed sidewalks and street lights.

The property is currently listed for sale and has been on the market for 856 days. The site is currently leased and maintained by the City of Hattiesburg for overflow parking. The original list price was \$89,900 (\$6.07/sf useable area) and was reduced to a current list price of \$54,900 (\$3.70/sf useable area).

Land Sale No. 3



Property Identification

Property Type	Commercial Land
Address	E. Hardy Street, Hattiesburg, Forrest County, Mississippi 39401
Tax ID	PPIN #26749

Sale Data

Grantee	East Hardy Magnolia, LLC
Sale Date	August 22, 2018
Property Rights	Fee Simple
Conditions of Sale	Arm's Length
Verification	Confirmed with Selling Agent
Sale Price	\$43,000

Land Data

Zoning	B-3
Topography	Level
Utilities	All City
Shape	Rectangular
Flood Info	28035C0116D
Dimensions	190'x178.5'

Land Size Information

Gross Land Size	0.78 Acres or 33,915 SF
Front Footage	300 ft Country Club Road / Hwy 49;

Indicators

Sale Price/Gross Acre	\$55,128
Sale Price/Gross SF	\$1.27

Remarks

Vacant parcel of land located at the corner of E. Hardy Street and Gulfport Street. Concrete pad on site with perimeter fencing.

Land Sale No. 4



Property Identification

Property Type

Commercial Land

Address

Corner of W. 4th Street and Hutchinson Avenue, Hattiesburg, Forrest
County, Mississippi 39401

Tax ID

PPIN #26622, 26621, 26617

Sale Data

Grantor

Fokakis Forrest Properties, LLC

Grantee

Hattiesburg Public Schools

Sale Date

October 9, 2020

Property Rights

Fee Simple

Conditions of Sale

Arm's Length

Verification

Confirmed with Selling Agent

Sale Price

\$175,000

Land Data

Zoning

B-2; Neighborhood Business & R-3; Multi-Family

Topography

Level

Utilities

All City

Shape

Rectangular

Flood Info

Zone X; FEMA Panel No. 28035C0108D; 3/2/10

Land Size Information

Gross Land Size

1.70 Acres or 74,052 SF

Frontage

340 ft W. 4th Street; 2016 ft. Hutchinson Ave

Indicators

Sale Price/Gross Acre

\$102,941

Sale Price/Gross SF

\$2.36

Remarks

Vacant parcel of land located at the corner of W. 4th Street and Hutchinson Avenue. The site is comprised of three contiguous parcels containing a total of +/-1.70 acres. There is a concrete pad located on the northeast corner of the property. The site has 340' frontage along W. 4th Street to the south and 216' frontage along Hutchinson Avenue to the east. The eastern 2/3 of the site is zoned B-2; Neighborhood Business with the remaining 1/3 to the west zoned R-3; Multi-family.

ACTIVE LISTINGS

Location	Lot Size	List Price	Comments
710 W Pine Street, Hattiesburg, MS	0.46 Acres 20,038 Sq. Ft.	\$40,000 \$2.00/sf	Two commercial lots located along W. Pine Street. Property has been on the market for 135 days.
W Pine Street, Hattiesburg, MS	75'x150' 11,250 Sq. Ft.	\$25,000 \$2.22/sf	Commercial lot located on W Pine Street near TrucksPlus. Property has been on the market for 847 days.

Land Sales Summary and Adjustment Grid					
Subject		Comparable 1	Comparable 2	Comparable 3	Comparable 4
Location:	E Pine Street	221 Market St.	Buschman & Main	E. Hardy Street	W. 4th & Hutchinson
City:	Hattiesburg	Hattiesburg	Hattiesburg	Hattiesburg	Hattiesburg
County:	Forrest	Forrest	Forrest	Forrest	Forrest
Date of Sale:		August-17	July-11	August-18	October-20
Sale Price:		\$30,000	\$35,000	\$43,000	\$175,000
Site Size (SQ. Ft.):	18,000	30,187	14,810	33,915	74,052
Unadjusted Price/SF:		\$0.99	\$2.36	\$1.27	\$2.36
Adjustments					
Rights Transferred:		Fee Simple	Fee Simple	Fee Simple	Fee Simple
Financial Considerations:		Market	Market	Market	Market
Conditions of Sale:		Arm's Length	Arm's Length	Arm's Length	Arm's Length
		0%	0%	0%	0%
Market Conditions - Time:		Superior	Stable	Superior	Stable
		-5%	0%	-5%	0%
Time Adjusted Cash Equiv. Price/SF:		\$0.94	\$2.36	\$1.20	\$2.36
Location:		Similar	Superior	Inferior	Superior
		0%	-15%	10%	-20%
Site Size (SQ. Ft.):	18,000	30,187	14,810	33,915	74,052
		5%	0%	5%	10%
Frontage/Access:	Corner Lot	Inferior	Similar	Similar	Similar
		25%	0%	0%	0%
Topography/Flood:	Open; 50% Flood Area	No Flood	Similar	Similar	No Flood
		-10%	0%	0%	-10%
Zoning	B-5	B-5	B-3	B-3	B-2 / R-3
		0%	5%	5%	0%
Net Adjustments:		20%	-10%	20%	-20%
Adjusted Price/SF:		\$1.13	\$2.13	\$1.45	\$1.89

Analysis of Land Sales

The array of data suggests possible adjustments for various characteristics of each transaction in comparison with the subject site. This comparison of land sales to the subject property is the basis for determining a value indication of the subject site as though vacant. The analysis of these adjustments is found in the following paragraphs.

Property Rights Conveyed

All of the above land sales conveyed fee simple ownership, therefore, no adjustment is necessary.

Financing

The adjustment for financing considers the effect that seller financing has on the purchase price of a property. Below market interest rates or seller financing are typically reflected in higher prices per square foot. The adjustment for financing is estimated by comparing actual financing terms with typical terms readily available, as of the sale date. None of the sales involved below market interest rates or seller financing. Therefore, no adjustment for financing is made.

Conditions of Sale

Adjustments for conditions of sale usually reflect the motivations of the buyer and the seller. There were no atypical conditions that would warrant an adjustment to the comparables.

Market Conditions

The sales occurred over a period of time from 2011-2020. All four of the sales occurred during similar market conditions, and prior to the cessation of normal economic activities during the Covid-19 pandemic. Sale 1-3 were applied downward adjustments for market conditions.

Location

The property is located in downtown Hattiesburg at the corner of E. Pine Street and Kamper Street. Sale 1 is located west of the subject in downtown Hattiesburg and considered similar in location. Sale 2 is also located in downtown Hattiesburg at the corner of Buschman Street and Main Street. This is a corner parcel at a lighted intersection. A downward adjustment was applied for location. Sale 3 is located on East Hardy Street and a upward adjustment was applied for inferior location. Sale 4 is located at the corner of Hutchinson Avenue and W.4th Street. This property is in close proximity to Hattiesburg High School, Hardy Street, and the University of Southern Mississippi. This sale was considered superior in location and a downward adjustment was applied.

Size

The property is comprised of six contiguous lots with site dimensions of 100'x180', containing a total of 18,000 square feet. The sales ranged in size from 14,810 square feet to 74,052 square feet. Sales 1, 3, and 4 were adjusted upwards for their larger size.

Topography

The subject is an open grassy site and level at road grade. Approximately 50-60% of the site is located in a designated flood zone. Adjustments were applied to the sales for their difference in flood area.

Zoning

The subject is zoned B-5; Regional Business District. Sales 2-4 are located in inferior zoning districts and downward adjustments were necessary.

Conclusion

The subject is surrounded by mostly older commercial and industrial/warehouse uses in downtown Hattiesburg. The site is comprised of six lots containing a total of 18,000 square feet. The property is zoned B-5; Regional Business and would be suitable for a wide range of commercial uses. The sales had an adjusted range in unit values from \$1.13-\$2.13 per square foot. Sales 1, 3, and 4 were considered most similar with adjusted unit values from \$1.13 - \$1.89 per square foot. Considering all factors, a unit value of \$1.75/sf was adopted for the subject.

LAND VALUE: 18,000 Sq. Ft @ \$1.75/sq. ft. = \$31,500

TOTAL LAND VALUE: \$31,500 (Rounded)

CERTIFICATION

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

- ✔ The statements of fact contained in this report are true and correct.
- ✔ The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our 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 no personal interest with respect to the parties involved.
- ✔ I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- ✔ Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- ✔ The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- ✔ Compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- ✔ My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice, 2015-2016 Edition*.
- ✔ Zachary Fairley has made a personal inspection of the property that is the subject of this report.
- ✔ No one provided significant real property appraisal assistance to the persons signing this certification.
- ✔ My analyses, opinions, and conclusions have been developed, and this report has been prepared, in compliance with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice (USPAP) as promulgated by the Appraisal Standards Board of The Appraisal Foundation, and in accordance with the appraisal-related mandates within Title XI of the Federal Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA). This report was also prepared in conformance with the State of Mississippi Standards for Certified General Real Estate Appraisers.
- ✔ I have not relied on unsupported conclusions relating to characteristics such as race, color, religion, national origin, gender, marital status, familial status, age, receipt of public assistance income, handicap, or an unsupported conclusion that homogeneity of such characteristics is necessary to maximize value.
- ✔ It is my opinion that the subject does not include any enhancement in value as a result of any natural, cultural, recreational or scientific influences retrospective or prospective.

- ✔ I have extensive experience in appraising properties similar to the subject and are in compliance with the Competency Rule of USPAP.
- ✔ The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- ✔ The Appraisal Institute conducts a program of continuing education for its designated members and members are awarded periodic educational certification. Zachary Fairley is currently certified under the mandatory continuing education program of the Appraisal Institute.
- ✔ I have not relied on the work of others if we have a reasonable doubt that the work is credible.
- ✔ I have not performed any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

The market value of the property described herein, as of December 12, 2019, is certified to be the following:

"As Is" Market Value

\$31,500

Thirty-One Thousand Five Hundred Dollars

Certified by,



Zachary H. Fairley
State Licensed Real Estate Appraiser, #LA-1868

ASSUMPTIONS

1. This is an appraisal report presented in an Appraisal Report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. It is understood between the parties that the scope of the assignment is limited and we relied on information obtained from the public records of Forrest County, published data sources and discussions with market professionals such as investors and brokers relative to County, published data sources and discussions with market professionals such as investors and brokers relative to the subject's income performance and physical composition. Zac Fairley Appraisals is not responsible for unauthorized use of this report.
2. Unless otherwise specifically noted in the body of the report, it is assumed that title to the property or properties which are identified as the subject of the report, are clear and marketable and there are no recorded or unrecorded matters or exceptions to title that would adversely affect marketability or value. Zac Fairley Appraisals, LLC has not examined title and makes no representations relative to the condition thereof.
3. Unless otherwise specifically noted in the body of the report, the legal description furnished is assumed to be correct. Any abbreviations or discrepancies relative to the legal would be identified.
4. It is assumed that surveys and/or plats furnished to, or acquired by, the appraiser and used in the making of this report are correct. Zac Fairley Appraisals, LLC has not made a land survey or caused one to be made unless identified in the report and therefore, assumes no responsibility for accuracy of same.
5. It is assumed any improvements have been, or will be, constructed according to approved architectural plans and specifications in conformance with recommendations contained in or based on any soil report(s). Unless otherwise noted, Zac Fairley Appraisals, LLC has not retained independent engineer(s) or architect(s) in connection with the report and therefore, makes no representations relative to conformance with approved architectural plans, specifications, or recommendations contained in or based on any soil(s) report.
6. It is assumed that all factual data furnished by the client, property owner, owner's representative, or persons designated by the client or owner are accurate and correct unless otherwise specifically noted in the report. I do not guarantee the correctness of such data, although as far as is reasonably possible, the data has been checked and is believed to be correct. Information and data referred to in this paragraph may include but is not limited to information relative to the subject of the report regarding numerical street addresses, lot and block numbers, assessors parcel numbers, land dimensions, square footage area of land, dimensions of the improvements, gross building areas, net rentable areas, usable areas, unit count, room count, rent schedules, income data, budgets, historic operating expenses, and related data. Information obtained regarding demographics, comparable verification, and data of a general sense is assumed factual as confirmed and the source(s) reliable. Any material error in the gathered data could have substantial impact on the conclusions reported; as a result, Zac Fairley Appraisals, LLC reserves a right to amend conclusions reported if made aware of such an error.
7. Unless otherwise noted in the body of the report, it is assumed that there are no mineral or sub-surface rights of value involved in the report and there are no other development rights of value that may be transferred. Subsurface rights, minerals and oils, were not considered in making this report unless otherwise stated.
8. Any riparian and/or littoral rights identified by survey or plat are assumed to go with the property unless easements and/or deeds of record were found by the appraiser to the contrary.
9. It is assumed that there is full compliance with all federal, state, and local environmental regulations and laws, unless non-compliance is stated, defined, and considered in the report.
10. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless the non-conformity has been stated, defined, and considered in the report. Unless otherwise noted, it is assumed that no changes in the present zoning ordinances or regulations governing use, density, or shape, are being considered.
11. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization has been, or can be, obtained or renewed for any use on which the value estimate contained in the report is based.
12. Unless otherwise stated in the report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such material on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea formaldehyde foam insulation, contaminated ground water, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated upon the assumption that there is no such material on or in the property that would cause loss in value or affect its marketability. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field if desired.

13. The soil of the area which is the subject of the report appears to be firm and solid. Unless otherwise stated, subsidence in the area is unknown or uncommon, but Zac Fairley Appraisals, LLC does not warrant against this condition and/or occurrence.
14. It is assumed that the utilization of the land and improvements is within the boundaries or property lines as described in the report, and there is no encroachment or trespass, unless noted.
15. The date of value of which the opinions in the report apply is set forth in the body of the report. Zac Fairley Appraisals, LLC assumes no responsibility for economic or physical factors occurring at some later date which may affect the opinions stated in the report.
16. Unless specifically noted in the body of this report, it is assumed that the property or properties described are structurally sound, seismically safe, and that all building systems (mechanical, electrical, HVAC, elevator, plumbing, etc.) are, or will be upon completion, in good working order with no major deferred maintenance or repair required; that the roof and exterior are in good condition and free from intrusion from the elements; that the property or properties have been engineered in such a manner that it/they will withstand any known elements such as wind storm, flooding, or similar natural occurrences; and that the improvements as currently constituted conform to all applicable local, state, and federal building codes and ordinances. The appraisers are not engineers and are not competent to judge matters of an engineering nature, nor has Zac Fairley Appraisals, LLC retained independent structural, mechanical, electrical, or civil engineers in connection with the report. As such, Zac Fairley Appraisals, LLC makes no representations relative to the condition of the improvements. Unless otherwise noted in the report, no problems were brought to the attention of the appraiser by ownership or management. Unless otherwise noted, the appraiser inspected less than 100% of the entire interior and exterior portions of the improvements. If questions regarding engineering studies are critical to the decision process of the reader, the advice of competent engineering consultants should be obtained and relied upon. If engineers and consultants retained should report negative factors of a material nature or if such are later discussed relative to the condition of the improvements, such information could have a substantial negative impact on the conclusions reported. Accordingly, if negative findings are reported by engineering consultants, Zac Fairley Appraisals, LLC reserves the right to amend the report conclusions.
17. Unless otherwise specifically noted, this report is not being prepared for use in conjunction with litigation. Accordingly, no rights to expert testimony, pretrial or other conferences, disposition, or related services are included in this appraisal. If as a result of this undertaking, Zac Fairley Appraisals, LLC or any its officers, professionals, and/or consultants are requested or required to provide any of the foregoing services, such shall be subject to the availability of Zac Fairley Appraisals, LLC's professionals or consultants at the time and shall further be subject to the party or parties requesting or requiring such services paying the then applicable professional fees and expenses.
18. Neither all nor any of the contents of the report shall be conveyed to the public through advertising, public relations, news, sales or other media without written consent and approval of Zac Fairley Appraisals, LLC particularly as to the valuation conclusions, the identity of the professionals or firm, or any reference to the Appraisal Institute, the MAI designation, or certification by the State of Mississippi. Exempt from restrictions relative to the transmittal of this report to third parties is duplication for internal use of the client-addressee and/or transmission to attorneys, accountants, or advisors of the client-addressee. Also exempt from this restriction is transmission of the report to any court, governmental authority, or regulatory agency having jurisdiction over the party/parties for whom the report was prepared, providing that the report and/or its contents shall not be published, in whole or in part in any public document without the express written consent of Zac Fairley Appraisals, LLC or its principals, which consent Zac Fairley Appraisals, LLC reserves the right to deny. The report should not be advertised to the public or otherwise used to induce a third party to purchase the property. Any third party not covered by the exemptions herein who may possess this report is advised that he should rely on his own independently secured advice for any decision in conjunction with the property. Zac Fairley Appraisals, LLC, its professionals and/or principals, shall have no accountability or responsibility to any such third party.
19. Unless specifically set forth in the body of the report, nothing contained therein shall be construed to represent any direct or indirect recommendation to buy, sell, or hold the property(ies) at the value(s), or development scenario as stated. Such decisions involve substantial investment strategy and must be specifically addressed in consultation form.
20. 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 building must not be used in conjunction with any other report and are invalid if so used.
21. The forecasts, projections, and/or operating estimates contained herein are based on current market conditions, anticipated (though recognizably short term) supply and demand factors, and a continued stable economy, unless otherwise stated. Any forecasts are therefore subject to changes in future conditions.
22. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. Zac Fairley Appraisals, LLC has not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since Zac Fairley Appraisals, LLC has no direct evidence

relating to this issue, we did not consider possible non-compliance with the requirements of ADA in estimating the value of the property.

23. **Insurable value is not provided in this report. Taking the difference between our reported Market Value and estimated land value is not an appropriate method for estimating replacement cost of improvements for insurance coverage purposes. We recommend a proper insurance representative to estimate an appropriate coverage for the subject property.** Insurable value has two definitions per Marshall and Swift LP. 1. The value of an asset or asset group that is covered by an insurance policy. It can be estimated by deducting costs of non-insurable items (e.g., land value) from Market Value. 2. Value used by insurance companies as the basis for insurance. Often considered to be replacement or reproduction cost plus allowances for debris removal or demolition less deterioration and non-insurable items. Sometimes cash value or Market Value, but often entirely a cost concept.

Special Assumptions

None

Definitions

Appraisal

(noun) The act or process of developing an opinion of value; an opinion of value. (adjective) of or pertaining to appraising and related functions such as appraisal practice or appraisal services.

Comment: an appraisal must be numerically expressed as a specific amount, as a range of numbers, or as a relationship (e.g., not more than, not less than) to a previous value opinion or numerical benchmark (e.g., assessed value, collateral value).

Assignment

A valuation service that is provided by an appraiser as a consequence of an agreement with the client.

Assignment Conditions

Assumptions, extraordinary assumptions, hypothetical conditions, laws and regulations, jurisdictional exceptions, and other conditions that affect the scope of work.

Comment: Laws include constitutions, legislative and court-made law, administrative rules, and ordinances. Regulations include rules or orders, having legal force, issued by an administrative agency.

Client

The party or parties who engage, by employment or contract, an appraiser and a specific assignment.

Comment: client may be an individual, group or entity, and may engage and communicate with the appraiser directly or through an agent.

Exposure Time

The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.

Comment: Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market.

Extraordinary Assumption

An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

Comment: uncertain information might include physical, legal, or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends; or the integrity of data used in an analysis.

Hypothetical Condition

A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

Intended Use

The use(s) of an appraiser's reported appraisal or appraisal review assignment results, as identified by the appraiser based on communication with the client at the time of the assignment.

Intended User

The client and any other party as identified, by name or type, as users of the appraisal or appraisal review report by the appraiser, based on communication with the client at the time of the assignment.

Jurisdictional Exception

An assignment condition established by applicable law or regulation, which precludes an appraiser from complying with a part of USPAP.

Marketing Time

The reasonable marketing time is an opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value or at a benchmark price during the period immediately after the effective date of an appraisal.

¹USPAP 2018-2019

Market Value²

Market Value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

² Definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.

ADDENDA

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QUALIFICATIONS OF ZACHARY H. FAIRLEY

Professional Designations & Affiliations

- ☐ Licensed Real Estate Appraiser in the State of Mississippi, #LA-1868
- ☐ Practicing Affiliate of the Appraisal Institute (#563759)

Related Job Experience

Zac Fairley Appraisals, LLC December 2019 – Present

Owner - Appraise all forms of real estate, including commercial, industrial, residential, multi-family, subdivision developments, rights-of-way, partial interest, and timber land properties.

Collins and Null Appraisals, Inc. April 2007- October 2019

Real Estate Appraiser - Appraise all forms of real estate, including commercial, industrial, residential, rights-of-way, partial interest and timber land. Also includes preparation of documents for court proceedings, review of peer appraisals and expert witness testimony.

Academic Background

Petal High School- Petal, MS - (2003)

High School Diploma

Jones County Junior College - (2005)

Associate of Arts Degree in Business Administration

The University of Southern Mississippi - (2012)

Bachelor of Science in Business Administration (Real Estate, Finance)

Professional Education

Appraisal Principles Course (110) - Dallas, TX	Appraisal Institute	2012
Appraisal Procedures Course (120) - Dallas, TX	Appraisal Institute	2012
Standards of Professional Practice, USPAP - Dallas, TX	Appraisal Institute	2012
Business Practices & Ethics (MAB #49249) Online	Appraisal Institute	2013

ZAC FAIRLEY APPRAISALS, LLC

ADDENDA

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General Site Valuation and Cost Approach - Houston, TX	Appraisal Institute	2013
Residential Market Analysis and Highest & Best Use (MAB #7325)	Appraisal Institute	2014
Residential Site Valuation and Cost Approach (MAB #49132)	Appraisal Institute	2014
Residential Sales Comparison and Income Approach	Appraisal Institute	2014
Residential Report Writing and Case Studies	Appraisal Institute	2014
Condemnation Appraising: Principles & Applications (MAB #49179)	Appraisal Institute	2015
USPAP Update (2016-2017)	Appraisal Institute	2016
105 The Uniform Act - Executive Summary	MDOT	2016
General Appraiser Sales Comparison Approach (MAB#49264)	Appraisal Institute	2017
Real Estate Finance, Statistics, and Valuation Modeling (MAB#49442)	Appraisal Institute	2018
USPAP Update (2018-2019)	Appraisal Institute	2018
General Appraiser Income Approach, Part 1 (MAB#49573)	Appraisal Institute	2018
General Appraiser Income Approach, Part 2 (MAB#49342)	Appraisal Institute	2019
General Appraiser Market Analysis & Highest and Best Use (MAB#49647)	Appraisal Institute	2020
Valuation Impacts from Covid-19	Appraisal Institute	2020
General Appraiser Report Writing & Case Studies (MAB#49729)	Appraisal Institute	2020
Advanced Income Capitalization (MAB#49604)	Appraisal Institute	2020

ADDENDA

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LAND APPRAISAL REPORT

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

CLIENT AND PROPERTY IDENTIFICATION

Property Address: **EAST PINE AND KAMPER STREET** City: **HATTIESBURG** State: **MS** ZIP: **39401**
 Borrower: **CLIENT: JOEL INGRAM** Owner of Public Record: **CITY OF HATTIESBURG** County: **FORREST**
 Legal Description: **LOTS 9 THRU 14, BLOCK 3, HARDY & SCOTT SURVEY**
 Assessor's Parcel #: **2-0291-10-064.00** Tax Year: **2019** R.E. Taxes: **0**
 Neighborhood Name: **FORREST/URBAN** Map Reference: **25620** Census Tract: **0107.00**
 Special Assessments: **0** PUD ☐ Yes ☐ No HOA: \$ **0** ☐ Per Year ☐ Per Month
 Property Rights Appraised: ☒ Fee Simple ☐ Leasehold ☐ Other (describe)
 Assignment Type: ☐ Purchase Transaction ☐ Refinance Transaction ☒ Other (describe) **ASCERTAIN MARKET VALUE**
 Lender/Client: **CLIENT: JOEL INGRAM** Address:

CONTRACT ANALYSIS

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

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

NEIGHBORHOOD DESCRIPTION

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

Neighborhood Characteristics			One-Unit Housing Trends			One-Unit Housing		Present Land Use %	
Location	☒ Urban	☐ Suburban ☐ Rural	Property Values	☐ Increasing	☒ Stable ☐ Declining	PRICE	AGE	One-Unit	70 %
Built-Up	☒ Over 75% ☐ 25-75% ☐ Under 25%	Demand/Supply	☐ Shortage	☒ In Balance	☐ Over Supply	\$ (000)	(yrs)	2-4 Unit	2 %
Growth	☐ Rapid ☒ Stable ☐ Slow	Marketing Time	☐ Under 3 mths	☒ 3-6 mths	☐ Over 6 mths	10	Low	Multi-Family	2 %
Neighborhood Boundaries: NORTH MAIN STREET TO THE WEST; HIGHWAY 42 BYPASS TO THE NORTH; LEAF RIVER TO THE EAST; AND EAST FRONT STREET TO THE SOUTH.						120	High	Commercial	10 %
						30	Pred.	VACANT	16 %

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

Neighborhood Description: **SUBJECT IS LOCATED IN THE NORTHEAST PORTION OF THE CITY OF HATTIESBURG AND IS JUST NORTH OF THE DOWNTOWN AREA OF HATTIESBURG. AREA IS BUILT-UP OF MIXTURE OF IMPROVEMENTS AND MAINTENANCE LEVELS APPEAR TO BE FAIR TO AVERAGE WITH NO PROBLEMS NOTED.**

Market Conditions (including support for the above conclusions): **THE MARKET CURRENTLY APPEARS TO BE STABLE WITH MARKETING/EXPOSURE TIMES FROM 3 TO 9 MONTHS BOTH OF WHICH WERE ESTIMATED INDEPENDENTLY FROM EACH OTHER. SUPPLY AND DEMAND APPEAR TO BE IN BALANCE AND INTEREST RATES REMAIN FAVORABLE.**

SITE DESCRIPTION

Dimensions: **100' X 180'** Area: **18,000 sf** ☐ Acres ☒ Sq.Ft. Shape: **RECTANGULAR** View: **TYPICAL**
 Zoning Classification: **B-5** Zoning Description: **REGIONAL BUSINESS DISTRICT**
 Zoning Compliance: ☒ Legal ☐ Legal Nonconforming (Grandfathered Use) ☐ No Zoning ☐ Illegal (describe)
 Uses permitted under current zoning regulations: **BUSINESS AND PERSONAL SERVICES**
 Highest & Best Use: **COMMERCIAL USE AND/OR ANY OTHER USES WITH THE REGIONAL BUSINESS DISTRICT**
 Describe any improvements: **NO IMPROVEMENTS**
 Do present improvements conform to zoning? ☐ Yes ☐ No ☒ No improvements If No, explain:

Present use of subject site: **VACANT** Current or proposed ground rent? ☐ Yes ☒ No If Yes, \$ _____
 Topography: **GENERALLY LEVEL** Size: **18,000 SF** Drainage: **ADEQUATE**
 Corner Lot: ☒ Yes ☐ No Underground Utilities: ☐ Yes ☒ No Fenced: ☐ Yes ☒ No If Yes, type: _____
 Special Flood Hazard Area: ☐ Yes ☒ No FEMA Flood Zone: **X500** FEMA Map #: **28035C0108D** FEMA Map Date: **3/2/2010**

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

Are the utilities and off-site improvements typical for the market? ☒ Yes ☐ No If No, describe: _____
 Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? ☐ Yes ☒ No If Yes, describe: _____
THERE DOES NOT APPEAR TO BE ANY ADVERSE EASEMENTS OR ENCROACHMENTS AND THE SITE DOES APPEAR TO LIE JUST OUTSIDE THE 500 YEAR DESIGNATED FLOOD ZONE. SURVEY WAS NOT PROVIDED TO THE APPRAISER.

Site Comments: **SUBJECT SITE IS APPROXIMATELY 18,000 SQ.FT. IN SIZE WITH GENERALLY LEVEL TOPOGRAPHY AND ADEQUATE DRAINAGE. SURVEY WAS NOT PROVIDED TO THE APPRAISER AND WE ASSUME NO ADVERSE ENCROACHMENTS. SITE HAD ACCESS TO POWER, GAS, CITY WATER AND SEWER. SITE WAS A CORNER LOT WITH 180' OF FRONTAGE ON EAST PINE STREET AND 100' OF FRONTAGE ON KAMPER STREET.**

LAND APPRAISAL REPORT

File No.: INGRAM #1

Loan No.:

There are 2 comparable sites currently offered for sale in the subject neighborhood ranging in price from \$ 25,000 to \$ 40,000
There were 1 comparable sites sold in the past 12 months in the subject neighborhood ranging in sale price from \$ 43,500 to \$ 43,500

COMPARABLE SALES

FEATURE	SUBJECT	COMPARABLE # 1	COMPARABLE # 2	COMPARABLE # 3
Address	E PINE & KAMPER ST	MARKET ST	MAIN & BUSCHMAN ST	E HARDY ST
City/ST/Zip	HATTIESBURG, MS 39401	HATTIESBURG, MS 39401	HATTIESBURG, MS 39401	HATTIESBURG, MS 39401
Proximity to Subject		0.19 MILES W	0.36 MILES S	1.04 MILES E
Data Sources	INSPECTION	WATTS TO LOWERY	HBRLS #113903	HBRLS #114356
Verification Sources	TAX RECORDS	DB 11141 PG 615	DUNBAR REAL ESTATE	REALTY EXECUTIVES
Sale Price	\$	\$ 30,000	\$ 43,500	\$ 43,000
Price/ SQ.FT.	\$	\$ 0.99	\$ 2.91	\$ 1.27
Date of Sale (MO/DA/YR)		08/31/2017	11/18/2020	08/22/2018
Days on Market	N/A	N/A	960	3
Financing Type	N/A	CASH TO SELLER	OWNER FINANCED	CONV.
Concessions		NO ADJUST.	NO ADJUST.	NO ADJUST.
Location	URBAN	URBAN	URBAN	URBAN
Property Rights Appraised	FEE SIMPLE	FEE SIMPLE	FEE SIMPLE	FEE SIMPLE
Site Size (in SQ.FT.)	18,000	30,187	14,937	33,915
View	TYPICAL	TYPICAL	TYPICAL	TYPICAL
Topography	GEN. LEVEL	GEN. LEVEL	GEN. SLOPING	GEN. LEVEL
Available Utilities	STREET ACCESS	STREET ACCESS	STREET ACCESS	SIMILAR
Street Frontage	PUBLIC	PUBLIC	PUBLIC	PUBLIC
Street Type	ASPHALT	ASPHALT	ASPHALT	ASPHALT
Water Influence	NONE	NONE	NONE	NONE
Fencing	NONE	NONE	NONE	NONE
Improvements	NONE	NONE	NONE	NONE
FLOOD ZONE	NO	NO	NO	YES
ZONING	B-5	B-5	B-3	B-3
Net Adjustment (Total, in \$)		\$ + - \$	\$ + - \$	\$ + - \$
Adjusted sales price of the		Net Adj. %	Net Adj. %	Net Adj. %
Comparable Sales (in \$)		Gross Adj. % \$ 30,000	Gross Adj. % \$ 43,500	Gross Adj. % \$ 43,000

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

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

Data Sources: DEED RECORDS

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

Data Sources: HATTIESBURG MLS SYSTEM

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

Data Sources: HATTIESBURG MLS SYSTEM

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

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

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

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

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

Comments on Prior Sales/Transfers and Current and Prior Listings: NO PRIOR SALE ON THE SUBJECT OR ANY OF THE COMPARABLES UTILIZED COULD BE DETERMINED.

Summary of the Sales Comparison Approach: A RANGE OF VALUE IS INDICATED BETWEEN \$0.99 TO \$2.91 PER SQUARE FOOT. ALL SALES WERE WITHIN THE PAST FOUR YEAR PERIOD AND WERE CONSIDERED GOOD INDICATORS OF MARKET VALUE. THE MARKET APPROACH WAS USED EXCLUSIVELY IN ESTIMATING THE MARKET VALUE OF THE SUBJECT SITE. THE COST AND INCOME APPROACHES WERE CONSIDERED BUT NOT USED NO STRUCTURES/IMPROVEMENTS OF ANY CONTRIBUTORY VALUE AND DUE TO THE LACK OF INCOME DATA FOR THE SUBJECT'S AREA.

Reconciliation Comments: AFTER CONSIDERATION OF ALL OF THE ABOVE DATA, THE MARKET VALUE IS ESTIMATED AT \$1.45 PER SQUARE FOOT OR A TOTAL ROUNDED VALUE OF 26,100.

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

Based on a complete visual inspection of the subject site and those improvements upon said site, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of market value, as defined, of the real property that is the subject of this report is:
Opinion of Market Value: \$ 26,100, as of: 12/29/2020, which is the date of inspection and the effective date of this appraisal.

LAND APPRAISAL REPORT

File No.: INGRAM #1

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PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☐ No Unit type(s): ☐ Detached: ☐ Attached:
Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal Name of Project:

Total number of phases: _____ Total number of units: _____ Total number of units sold: _____

Total number of units rented: _____ Total number of units for sale: _____ Date sources: _____

Was the project created by the conversion of existing building(s) into a PUD? ☐ Yes ☐ No If Yes, date of conversion: _____

Does the project contain any multi-dwelling units? ☐ Yes ☐ No Data Source: _____

Are the units, common elements, and recreation facilities complete? ☐ Yes ☐ No If No, describe the status of completion: _____

Describe common elements and recreational facilities: _____

CERTIFICATIONS AND LIMITING CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

LAND APPRAISAL REPORT

File No.: INGRAM #1

Loan No.:

CERTIFICATIONS AND LIMITING CONDITIONS (continued)

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

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

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

SIGNATURES

APPRAISER

Signature: Michael A. Hutchinson, SRA
 Name: MICHAEL A. HUTCHINSON, SRA
 Company Name: SOUTHERN MISSISSIPPI APPRAISAL GROUP
 Company Address: 605 ADELIN STREET
HATTIESBURG, MS 39401
 Telephone Number: 601-520-9390
 Email Address: HUTCHMON@COMCAST.NET
 Date of Signature and Report: 01/06/2021
 Effective Date of Appraisal: 12/29/2020
 State Certification #: RA-111
 or State License #: _____
 or Other (describe): _____ State #: _____
 State: MS
 Expiration Date of Certification or License: 07/31/2021
 ADDRESS OF PROPERTY APPRAISED
EAST PINE AND KAMPER STREET
HATTIESBURG, MS 39401
 APPRAISED VALUE OF SUBJECT PROPERTY \$ 28,100
 LENDER/CLIENT
 Name: _____
 Company Name: CLIENT: JOEL INGRAM
 Company Address: _____
 Email Address: _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

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

SUBJECT PROPERTY

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

COMPARABLE SALES

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

USPAP ADDENDUM

INGRAM #1

File No. INGRAM #1

Borrower	CLIENT: JOEL INGRAM		
Property Address	EAST PINE AND KAMPER STREET		
City	HATTIESBURG	County	FORREST
Lender	CLIENT: JOEL INGRAM	State	MS
		Zip Code	39401

This report was prepared under the following USPAP reporting option:

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

Reasonable Exposure Time

My opinion of a reasonable exposure time for the subject property at the market value stated in this report is:
 THE EXPOSURE TIME WAS ESTIMATED INDEPENDENTLY OF THE MARKETING TIME.

120 TO 240 DAYS

Additional Certifications

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

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

Additional Comments

(1) INTENDED USERS OF THIS REPORT IS JOEL INGRAM.

(2) HIGHEST AND BEST USE ANALYSIS IS UTILIZED USING FOUR BASIC TEST. LEGALLY PERMISSIBLE, PHYSICALLY POSSIBLE, FINANCIALLY FEASIBLE, AND MAXIMALLY PRODUCTIVE. BASED ON OUR OBSERVATION THE HIGHEST AND BEST USE WOULD BE COMMERCIAL USE AND/OR ANY OTHER USES ALLOWED WITHIN THE REGIONAL BUSINESS ZONING DISTRICT.

(3) THE GLOBAL OUTBREAK OF A "NOVEL CORONA VIRUS" KNOWN AS COVID-19 WAS OFFICIALLY DECLARED A PANDEMIC BY THE WORLD HEALTH ORGANIZATION (WHO). THE READER IS CAUTIONED, AND REMINDED THAT THE CONCLUSIONS PRESENTED IN THIS APPRAISAL REPORT APPLY ONLY AS OF THE EFFECTIVE DATE(S) INDICATED. THE APPRAISER MAKES NO REPRESENTATIONS TO THE EFFECT ON THE SUBJECT PROPERTY OF ANY UNFORESEEN EVENT, SUBSEQUENT TO THE EFFECTIVE DATE OF THE APPRAISAL.

APPRAISER:

Signature: Michael A. Hutchinson, SRA
 Name: MICHAEL A. HUTCHINSON, SRA
 Date Signed: 01/06/2021
 State Certification #: RA-111
 or State License #:
 State: MS
 Expiration Date of Certification or License: 07/31/2021
 Effective Date of Appraisal: 12/29/2020

SUPERVISORY APPRAISER: (only if required)

Signature: _____
 Name: _____
 Date Signed: _____
 State Certification #: _____
 or State License #: _____
 State: _____
 Expiration Date of Certification or License: _____
 Supervisory Appraiser Inspection of Subject Property:
☐ Did Not ☐ Exterior-only from Street ☐ Interior and Exterior

Legal Description

Instrument# 771943
DEED 2/23/2018 10:31:22 AM

EXHIBIT "A"

Lots Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13) and Fourteen (14) in Block Three (3) of and according to the Hardy and Scott Survey as per the map or plat thereof on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi, and being the same property as that acquired by the Grantors' predecessor in title, B. E. Green, pursuant to Warranty Deed of record in Land Deed Books 26 at Page 406, 29 at Pages 347-348 and 60 at Pages 339-340.

PARCEL NO. ONE: Lots 3, 4, 5, & 6 of Block Three (3) of the Hardy and Scott Survey 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.

Lots 9 & 10 of Block 4 of the Hardy and Scott Survey of the City of Hattiesburg, Forrest County, Mississippi, as per map or plat on file in the office of the Chancery Clerk of said County and State, together with all improvements thereon and appurtenances thereunto belonging.

Aerial Site Map

12/29/2020

Forrest Parcel Viewer

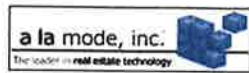


<https://agdonline.maps.arcgis.com/apps/webappviewer/index.html?id=507a95128fbb423abaffacd073a5f2a5>

1/1

Location Map

Borrower	CLIENT: JOEL INGRAM				
Property Address	EAST PINE AND KAMPER STREET				
City	HATTIESBURG	County	FORREST	State	MS
Lender/Client	CLIENT: JOEL INGRAM			Zip Code	39401



Subject Photo Page

Borrower	CLIENT: JOEL INGRAM				
Property Address	EAST PINE AND KAMPER STREET				
City	HATTIESBURG	County	FORREST	State	MS Zip Code 39401
Lender/Client	CLIENT: JOEL INGRAM				



View of Site From SW Corner
E PINE & KAMPER ST



View of Site From SE Corner



View of Site From NW Corner

Subject Photo Page

Borrower	CLIENT: JOEL INGRAM					
Property Address	EAST PINE AND KAMPER STREET					
City	HATTIESBURG	County	FORREST	State	MS	Zip Code 39401
Lender/Client	CLIENT: JOEL INGRAM					



View of East Pine Street
E PINE & KAMPER ST



View of Kamper Street

Qualifications/Resume

Page #1

APPRAISER RESUME

PERSONAL DATA			
Name:	MICHAEL A. HUTCHINSON	Phone Number:	601-520-8390
Company Name:	SOUTHERN MISSISSIPPI APPRAISAL GROUP	Fax Number:	N/A
Address:	605 ADELIN STREET HATTIESBURG, MS 39401	Certifications:	SENIOR RESIDENTIAL APPRAISER, (SRA) APPRAISAL INSTITUTE CERTIFIED RESIDENTIAL APPRAISAL, RA-111, MISSISSIPPI
PROFESSIONAL MEMBERSHIPS			
SENIOR RESIDENTIAL APPRAISER, APPRAISAL INSTITUTE			
MISSISSIPPI ASSESSMENT EVALUATOR, STATE OF MISSISSIPPI			
EDUCATION			
Name of Institution (HS, College, University, etc.)	Dates Attended	Type of Degree or Certificate	
HAZLEHURST HIGH SCHOOL	1974-1976	HIGH SCHOOL DIPLOMA	
COPIAH-LINCOLN JR. COLLEGE	1976-1978	ASSOCIATES OF ARTS	
UNIVERSITY OF SOUTHERN MISSISSIPPI	1978-1983	BACHELOR OF SCIENCE	
Professional/Technical Courses (Appraisal Related)	Date Completed	Sponsoring Organization	
COURSE 101	1999	SOCIETY OF REAL ESTATE APPRAISERS	
COURSE 102	1999	SOCIETY OF REAL ESTATE APPRAISERS	
NARRATIVE DEMONSTRATION APPRAISAL REPORT	1999	SOCIETY OF REAL ESTATE APPRAISERS	
PROFESSIONAL APPRAISAL PRACTICE	1999	SOCIETY OF REAL ESTATE APPRAISERS	
SENIOR RESIDENTIAL APPRAISER DESIGNATION	1990	SOCIETY OF REAL ESTATE APPRAISERS/APPR. INSTITUTE	
CERTIFIED RESIDENTIAL APPRAISER, RA-111	1981	MISSISSIPPI REAL ESTATE LICENSE & CERTIFICATION BRD	
Seminars, Conferences, Clinics Attended	Date Completed	Sponsoring Organization	
COMPLEX LITIGATION APPRAISAL STUDIES	2014	APPRAISAL INSTITUTE	
7-HOUR NATIONAL USPAP UPDATE COURSE	2014	APPRAISAL INSTITUTE	
EVALUATING RESIDENTIAL CONSTRUCTION	2013	APPRAISAL INSTITUTE	
UNIFORM APPRAISAL, DATASET/FANNIE MAE/FREDDIE MAC	2011	APPRAISAL INSTITUTE	
BUSINESS PRACTICES AND ETHICS	2010	APPRAISAL INSTITUTE	
ANALYZING THE EFFECTS OF ENVIRONMENTAL CONTAM.	2010	APPRAISAL INSTITUTE	
EMPLOYMENT HISTORY			
Employer's Name and Address	Business Title	Dates of Employment	% of Time Dedicated to Appraising
STAN LIGHTSEY APPRAISAL SERVICES	ASSOCIATE APPRAISER	1985-1988	100%
COLLINS, LIGHTSEY AND ASSOCIATES	ASSOCIATE APPRAISER	1988-1988	100%
PIERCE AND HUTCHINSON APPRAISAL GROUP	APPRAISER/PARTNER	1988-1989	100%
SOUTHERN MISSISSIPPI APPRAISAL GROUP	APPRAISER/PRESIDENT	1990-PRESENT	100%
EXPERIENCE SUMMARY			
OUR FIRM HAS EXPERIENCE IN APPRAISING SINGLE-FAMILY AND MULTI-FAMILY PROPERTIES FOR MORTGAGE, MARKETING AND FORECLOSURE PURPOSES. SINGLE-FAMILY AND VACANT LAND PROPERTIES FOR MARKETING, MORTGAGE, RELOCATION, FORECLOSURE, AND ESTATE PURPOSES. WE HAVE BEEN ON THE HUD APPROVED PANEL SINCE THE MID 1990'S AND OUR FIRM HAS ALSO COMPLETED DESK AND FIELD REVIEWS FOR QUALITY ASSURANCE AND INVESTIGATIVE PURPOSES. ANOTHER SEGMENT OF OUR FIRM WORKS WITH TAX ASSESSOR'S IN A CONSULTING CAPACITY TO CREATE COST INDEX AND SMALL/LARGE TRACT LAND STUDIES TO AID IN THE EQUALIZATION OF PROPERTY VALUES WITHIN VARIOUS COUNTIES IN SOUTH MISSISSIPPI. OUR FIRM ALSO WORKS IN THE LEGAL/COURT AREA TO CREATE APPRAISALS ON SINGLE-FAMILY AND VACANT LAND PROPERTIES FOR THE PURPOSE OF EQUITY DISTRIBUTION AND ESTATE PLANNING.			
APPRAISAL COVERAGE AREAS		MARKET AND COST DATA SOURCES	
FORREST, LAMAR, PEARL RIVER, MARION, JEFFERSON DAVIS, JONES, COVINGTON, WAYNE, PERRY, AND STONE COUNTIES		LAUREL MULTIPLE LISTING SERVICE HATTIESBURG MULTIPLE LISTING SERVICE PEARL RIVER COUNTY MULTIPLE LISTING SERVICE	
REFERENCES			
JULIE FRAZIER/APPRAISAL REVIEWER THE FIRST, NA 5299 OLD HIGHWAY 11 HATTIESBURG, MS 39402		SCOTT J. SCHWARTZ, ATTORNEY AT LAW 711 HARDY STREET HATTIESBURG, MS 39401	
DEBBIE MORAN, APPRAISAL REVIEWER HANCOCK BANK 2610 14TH STREET GULFPORT, MS 39501		J. ED MORGAN COMMISSIONER OF REVENUE, MISSISSIPPI STATE TAX COMMISSION 1677 SPRINGRIDGE ROAD RAYMOND, MS 39154	
DEBBIE RICHARDS, TAX ASSESSOR WAYNE COUNTY COURTHOUSE WAYNESBORO, MS 39367		ANDY BLAKE U.S. DEPARTMENT OF HOUSING 100 WEST CAPITOL STREET JACKSON, MS 39209	
SIGNATURE OF APPRAISER: _____ DATE: _____			

Copy of License

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

LAND APPRAISAL REPORT

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

CLIENT AND PROPERTY IDENTIFICATION

Property Address: **EAST FRONT STREET** City: **HATTIESBURG** State: **MS** ZIP: **39401**
 Borrower: **CLIENT: JOEL INGRAM** Owner of Public Record: **CITY OF HATTIESBURG** County: **FORREST**
 Legal Description: **LOTS 3 THRU 6, BLOCK 3, HARDY & SCOTT SURVEY**
 Assessor's Parcel #: **2-0291-10-077.01** Tax Year: **2019** R.E. Taxes: **0**
 Neighborhood Name: **FORREST/URBAN** Map Reference: **25620** Census Tract: **0107.00**
 Special Assessments: **0** PUD ☐ Yes ☐ No HOA: \$ **0** ☐ Per Year ☐ Per Month
 Property Rights Appraised: ☒ Fee Simple ☐ Leasehold ☐ Other (describe)
 Assignment Type: ☐ Purchase Transaction ☐ Refinance Transaction ☒ Other (describe) **ASCERTAIN MARKET VALUE**
 Lender/Client: **JOEL INGRAM** Address:

CONTRACT ANALYSIS

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

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

NEIGHBORHOOD DESCRIPTION

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

Neighborhood Characteristics				One-Unit Housing Trends				One-Unit Housing		Present Land Use %	
Location	☒ Urban	☐ Suburban	☐ Rural	Property Values	☐ Increasing	☒ Stable	☐ Declining	PRICE	AGE	One-Unit	70 %
Built-Up	☒ Over 75%	☐ 25-75%	☐ Under 25%	Demand/Supply	☐ Shortage	☒ In Balance	☐ Over Supply	\$ (000)	(yrs)	2-4 Unit	2 %
Growth	☐ Rapid	☒ Stable	☐ Slow	Marketing Time	☐ Under 3 mths	☒ 3-6 mths	☐ Over 6 mths	10	Low	Multi-Family	2 %
Neighborhood Boundaries: NORTH MAIN STREET TO THE WEST; HIGHWAY 42 BYPASS TO THE NORTH; LEAF RIVER TO THE EAST; AND EAST FRONT STREET TO THE SOUTH.								120	High	Commercial	10 %
								30	Pred.	VACANT	16 %
Good				Average				Fair			
Convenience to Employment				☒				Good			
Convenience to Shopping				☒				☒			
Convenience to Primary Education				☒				☒			
Convenience to Recreational Facilities				☒				☒			
Employment Stability				☒				☒			
Property Compatibility				☒				☒			
General Appearance of Properties				☒				☒			
Adequacy of Police/Fire Protection				☒				☒			
Protection from Detrimental Conditions				☒				☒			
Overall Appeal to Market				☒				☒			

Neighborhood Description: **SUBJECT IS LOCATED IN THE NORTHEAST PORTION OF THE CITY OF HATTIESBURG AND IS JUST NORTH OF THE DOWNTOWN AREA OF HATTIESBURG. AREA IS BUILT-UP OF MIXTURE OF IMPROVEMENTS AND MAINTENANCE LEVELS APPEAR TO BE FAIR TO AVERAGE WITH NO PROBLEMS NOTED.**

Market Conditions (including support for the above conclusions): **THE MARKET CURRENTLY APPEARS TO BE STABLE WITH MARKETING/EXPOSURE TIMES FROM 3 TO 9 MONTHS BOTH OF WHICH WERE ESTIMATED INDEPENDENTLY FROM EACH OTHER. SUPPLY AND DEMAND APPEAR TO BE IN BALANCE AND INTEREST RATES REMAIN FAVORABLE.**

SITE DESCRIPTION

Dimensions: **120' X 90'** Area: **10,800 sq ft** ☐ Acres ☒ Sq. Ft. Shape: **RECTANGULAR** View: **TYPICAL**
 Zoning Classification: **B-5** Zoning Description: **REGIONAL BUSINESS DISTRICT**
 Zoning Compliance: ☒ Legal ☐ Legal Nonconforming (Grandfathered Use) ☐ No Zoning ☐ Illegal (describe)
 Uses permitted under current zoning regulations: **BUSINESS AND PERSONAL SERVICES**
 Highest & Best Use: **RETAIL AND/OR RESIDENTIAL**
 Describe any improvements: **NO IMPROVEMENTS**
 Do present improvements conform to zoning? ☐ Yes ☐ No ☒ No improvements If No, explain:
 Present use of subject site: **VACANT** Current or proposed ground rent? ☐ Yes ☒ No If Yes, \$
 Topography: **GENERALLY LEVEL** Size: **10,800 SF** Drainage: **ADEQUATE**
 Corner Lot: ☐ Yes ☒ No Underground Utilities: ☐ Yes ☒ No Fenced: ☐ Yes ☒ No If Yes, type:
 Special Flood Hazard Area: ☐ Yes ☒ No FEMA Flood Zone: **X500** FEMA Map #: **2803SC0108D** FEMA Map Date: **3/2/2010**

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

Are the utilities and off-site improvements typical for the market? ☒ Yes ☐ No If No, describe:
 Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? ☐ Yes ☒ No If Yes, describe:
THERE DOES NOT APPEAR TO BE ANY ADVERSE EASEMENTS OR ENCROACHMENTS AND THE SITE DOES APPEAR TO LIE JUST OUTSIDE THE 500 YEAR DESIGNATED FLOOD ZONE. SURVEY WAS NOT PROVIDED TO THE APPRAISER.

Site Comments: **SUBJECT SITE IS APPROXIMATELY 10,800 SQ.FT. IN SIZE WITH GENERALLY LEVEL TOPOGRAPHY AND ADEQUATE DRAINAGE. SURVEY WAS NOT PROVIDED TO THE APPRAISER AND WE ASSUME NO ADVERSE ENCROACHMENTS. SITE HAD ACCESS TO POWER, GAS, AND CITY WATER AND SEWER. SITE WAS AN INTERIOR LOT WITH 120' OF FRONTAGE ON EAST FRONT STREET AND A DEPTH OF 90'.**

LAND APPRAISAL REPORT

File No.: INGRAM #2

Loan No.:

There are 2 comparable sites currently offered for sale in the subject neighborhood ranging in price from \$ 25,000 to \$ 40,000	
There were 1 comparable sites sold in the past 12 months in the subject neighborhood ranging in sale price from \$ 43,500 to \$ 43,500	

COMPARABLE SALES				
FEATURE	SUBJECT	COMPARABLE # 1	COMPARABLE # 2	COMPARABLE # 3
Address	EAST FRONT STREET	MARKET ST	MAIN & BUSCHMAN ST	E HARDY ST
City/State/Zip	HATTIESBURG, MS 39401	HATTIESBURG, MS 39401	HATTIESBURG, MS 39401	HATTIESBURG, MS 39401
Proximity to Subject		0.29 MILES W	0.41 MILES SW	0.95 MILES SE
Data Sources	INSPECTION	WATTS TO LOWERY	HBRMLS #113903	HBRMLS #114356
Verification Sources	TAX RECORDS	DB 11141 PG 615	DUNBAR REAL ESTATE	REALTY EXECUTIVES
Sale Price	\$	\$ 30,000	\$ 43,500	\$ 43,000
Price/ SQ.FT.	\$	\$ 0.99	\$ 2.91	\$ 1.27
Date of Sale (MO/DA/YR)		08/31/2017	11/18/2020	08/22/2018
Days on Market		N/A	860	3
Financing Type	N/A	CASH TO SELLER	OWNER FINANCED	CONV.
Concessions		NO ADJUST.	NO ADJUST.	NO ADJUST.
Location	URBAN	URBAN	URBAN	URBAN
Property Rights Appraised	FEE SIMPLE	FEE SIMPLE	FEE SIMPLE	FEE SIMPLE
Site Size (in SQ.FT.)	10,800	30,187	14,937	33,915
View	TYPICAL	TYPICAL	TYPICAL	TYPICAL
Topography	GEN. LEVEL	GEN. LEVEL	GEN. SLOPING	GEN. LEVEL
Available Utilities	STREET ACCESS	STREET ACCESS	STREET ACCESS	SIMILAR
Street Frontage	PUBLIC	PUBLIC	PUBLIC	PUBLIC
Street Type	ASPHALT	ASPHALT	ASPHALT	ASPHALT
Water Influence	NONE	NONE	NONE	NONE
Fencing	NONE	NONE	NONE	NONE
Improvements	NONE	NONE	NONE	NONE
FLOOD ZONE	NO	NO	NO	YES
ZONING	B-5	B-5	B-3	B-3
Net Adjustment (Total, in \$)		\$	\$	\$
Adjusted sales price of the		Net Adj. %	Net Adj. %	Net Adj. %
Comparable Sales (in \$)		Gross Adj. % \$ 30,000	Gross Adj. % \$ 43,500	Gross Adj. % \$ 43,000

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

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

Data Sources: DEED RECORDS

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

Data Sources: HATTIESBURG MLS SYSTEM

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

Data Sources: HATTIESBURG MLS SYSTEM

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

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

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

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

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

Comments on Prior Sales/Transfers and Current and Prior Listings: NO PRIOR SALE ON THE SUBJECT OR ANY OF THE COMPARABLES UTILIZED COULD BE DETERMINED.

Summary of the Sales Comparison Approach: A RANGE OF VALUE IS INDICATED BETWEEN \$.99 TO \$2.91 PER SQUARE FOOT. ALL SALES WERE WITHIN THE PAST FOUR YEAR PERIOD AND WERE CONSIDERED GOOD INDICATORS OF MARKET VALUE. THE MARKET APPROACH WAS USED EXCLUSIVELY IN ESTIMATING THE MARKET VALUE OF THE SUBJECT SITE. THE COST AND INCOME APPROACHES WERE CONSIDERED BUT NOT USED NO STRUCTURES/IMPROVEMENTS OF ANY CONTRIBUTORY VALUE AND DUE TO THE LACK OF INCOME DATA FOR THE SUBJECT'S AREA.

Reconciliation Comments: AFTER CONSIDERATION OF ALL OF THE ABOVE DATA, THE MARKET VALUE IS ESTIMATED AT \$1.45 PER SQUARE FOOT OR A TOTAL ROUNDED VALUE OF 15,700.

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

Based on a complete visual inspection of the subject site and those improvements upon said site, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of market value, as defined, of the real property that is the subject of this report is:

Opinion of Market Value: \$ 15,700 , as of: 12/29/2020 , which is the date of inspection and the effective date of this appraisal.

LAND APPRAISAL REPORT

File No.: INGRAM #2

Loan No.:

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☐ No Unit type(s): ☐ Detached: ☐ Attached:

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal Name of Project:

Total number of phases:

Total number of units:

Total number of units sold:

Total number of units rented:

Total number of units for sale:

Data sources:

Was the project created by the conversion of existing building(s) into a PUD? ☐ Yes ☐ No If Yes, date of conversion:

Does the project contain any multi-dwelling units? ☐ Yes ☐ No Data Source:

Are the units, common elements, and recreation facilities complete? ☐ Yes ☐ No

If No, describe the status of completion:

Describe common elements and recreational facilities:

CERTIFICATIONS AND LIMITING CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

LAND APPRAISAL REPORT

File No.: INGRAM #2
Loan No.:

CERTIFICATIONS AND LIMITING CONDITIONS (continued)

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

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

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

SIGNATURES

APPRAISER

Signature: Michael A. Hutchinson, SRA
Name: MICHAEL A. HUTCHINSON, SRA

Company Name: SOUTHERN MISSISSIPPI APPRAISAL GROUP

Company Address: 605 ADELIN STREET
HATTIESBURG, MS 39401

Telephone Number: 601-520-8390

Email Address: HUTCHMON@COMCAST.NET

Date of Signature and Report: 01/06/2021

Effective Date of Appraisal: 12/29/2020

State Certification #: RA-111

or State License #:

or Other (describe):

State: MS

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

ADDRESS OF PROPERTY APPRAISED

EAST FRONT STREET
HATTIESBURG, MS 39401

APPRAISED VALUE OF SUBJECT PROPERTY \$ 15,700

LENDER/CLIENT

Name:

Company Name: JOEL INGRAM

Company Address:

Email Address:

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature:

Name:

Company Name:

Company Address:

Telephone Number:

Email Address:

Date of Signature:

State Certification #:

or State License #:

State:

Expiration Date of Certification or License:

SUBJECT PROPERTY

☐ Did not inspect subject property

☐ Did inspect exterior of subject property from at least the street

Date of Inspection:

COMPARABLE SALES

☐ Did not inspect exterior of comparable sales from street

☐ Did inspect exterior of comparable sales from street

Date of Inspection:

USPAP ADDENDUM

INGRAM #2
File No. INGRAM #2

Borrower	CLIENT: JOEL INGRAM		
Property Address	EAST FRONT STREET		
City	HATTIESBURG	County	FORREST
Lender	JOEL INGRAM	State	MS
		Zip Code	39401

This report was prepared under the following USPAP reporting option:

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

Reasonable Exposure Time

My opinion of a reasonable exposure time for the subject property at the market value stated in this report is: **120 TO 240 DAYS**
THE EXPOSURE TIME WAS ESTIMATED INDEPENDENTLY OF THE MARKETING TIME.

Additional Certifications

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

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

Additional Comments

- (1) INTENDED USERS OF THIS REPORT IS JOEL INGRAM.
- (2) HIGHEST AND BEST USE ANALYSIS IS UTILIZED USING FOUR BASIC TEST. LEGALLY PERMISSIBLE, PHYSICALLY POSSIBLE, FINANCIALLY FEASIBLE, AND MAXIMALLY PRODUCTIVE. BASED ON OUR OBSERVATION THE HIGHEST AND BEST USE WOULD BE COMMERCIAL USE AND/OR ANY OTHER USES PERMITTED BY THE REGIONAL BUSINESS DISTRICT.
- (3) THE GLOBAL OUTBREAK OF A "NOVEL CORONA VIRUS" KNOWN AS COVID-19 WAS OFFICIALLY DECLARED A PANDEMIC BY THE WORLD HEALTH ORGANIZATION (WHO). THE READER IS CAUTIONED, AND REMINDED THAT THE CONCLUSIONS PRESENTED IN THIS APPRAISAL REPORT APPLY ONLY AS OF THE EFFECTIVE DATE(S) INDICATED. THE APPRAISER MAKES NO REPRESENTATIONS TO THE EFFECT ON THE SUBJECT PROPERTY OF ANY UNFORESEEN EVENT, SUBSEQUENT TO THE EFFECTIVE DATE OF THE APPRAISAL.

APPRAISER:

Signature: Michael A. Hutchinson, SRA
 Name: MICHAEL A. HUTCHINSON, SRA
 Date Signed: 01/06/2021
 State Certification #: RA-111
 or State License #: _____
 State: MS
 Expiration Date of Certification or License: 07/31/2021
 Effective Date of Appraisal: 12/29/2020

SUPERVISORY APPRAISER: (only if required)

Signature: _____
 Name: _____
 Date Signed: _____
 State Certification #: _____
 or State License #: _____
 State: _____
 Expiration Date of Certification or License: _____
 Supervisory Appraiser Inspection of Subject Property:
☐ Did Not ☐ Exterior-only from Street ☐ Interior and Exterior

Legal Description

EXHIBIT "A"

Lots Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13) and Fourteen (14) in Block Three (3) of and according to the Hardy and Scott Survey as per the map or plat thereof on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi, and being the same property as that acquired by the Grantors' predecessor in title, B. E. Green, pursuant to Warranty Deed of record in Land Deed Books 26 at Page 406, 29 at Pages 347-348 and 60 at Pages 339-340.

PARCEL NO. ONE: Lots 3, 4, 5, & 6 of Block Three (3) of the Hardy and Scott Survey 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.

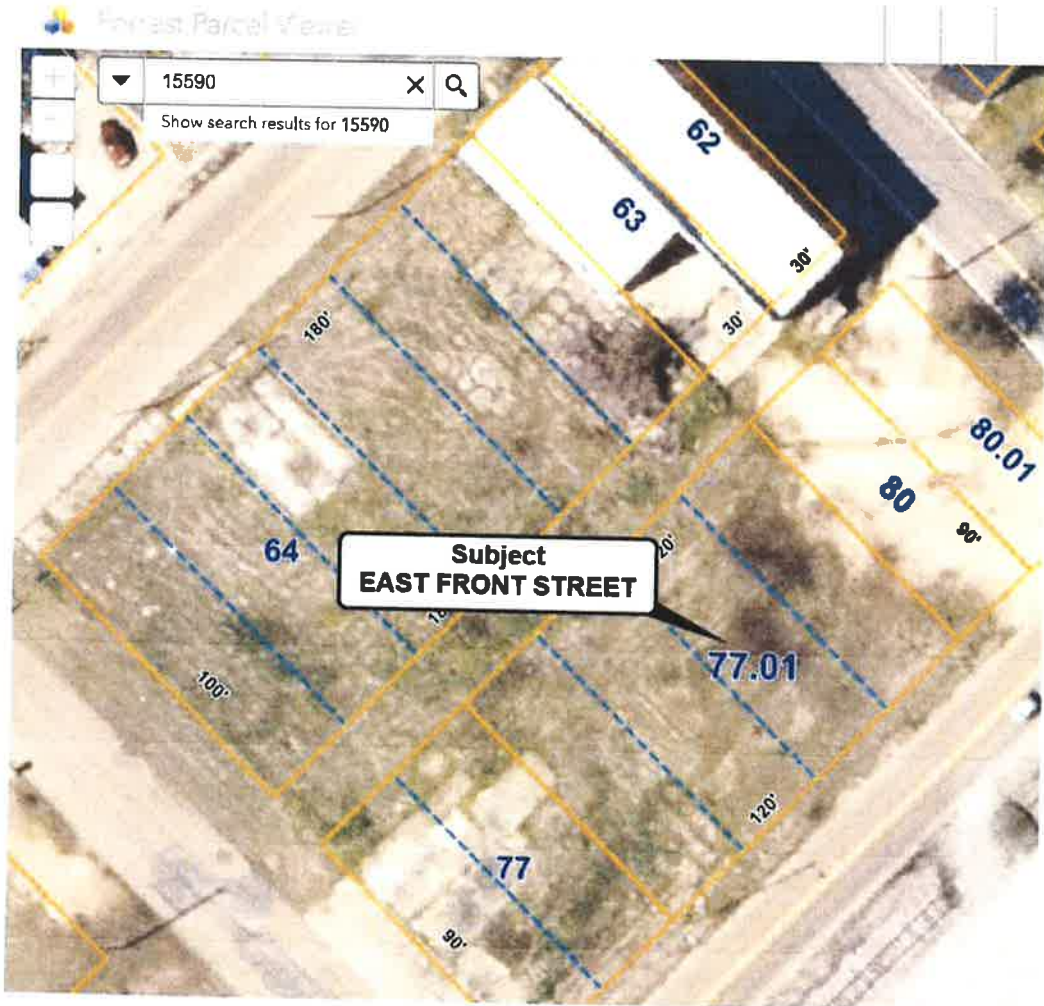
Lots 9 & 10 of Block 4 of the Hardy and Scott Survey of the City of Hattiesburg, Forrest County, Mississippi, as per map or plat on file in the office of the Chancery Clerk of said County and State, together with all improvements thereon and appurtenances thereunto belonging.

**Inst. 751818
Bk 1235 Pg 0736**

Aerial Site Map

12/29/2020

Forrest Parcel Viewer

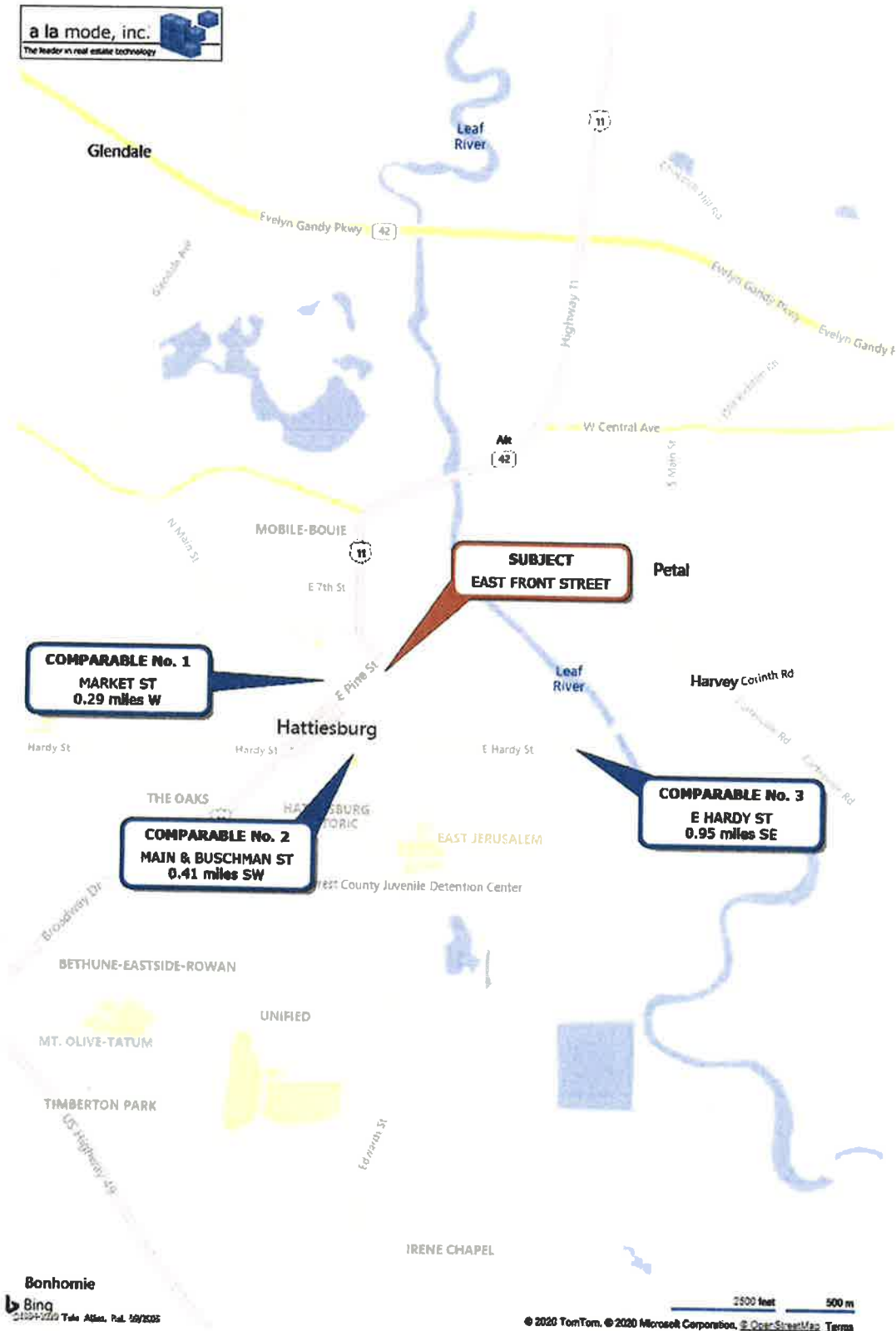
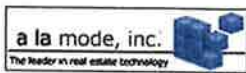


<https://agdonline.maps.arcgis.com/apps/webappviewer/index.html?id=507a95128fb423abaffacd073a6f2a5>

1/1

Location Map

Borrower	CLIENT: JOEL INGRAM				
Property Address	EAST FRONT STREET				
City	HATTIESBURG	County	FORREST	State	MS Zip Code 39401
Lender/Client	JOEL INGRAM				



Subject Photo Page

Borrower	CLIENT: JOEL INGRAM					
Property Address	EAST FRONT STREET					
City	HATTIESBURG	County	FORREST	State	MS	Zip Code 39401
Lender/Client	JOEL INGRAM					



View of Site From SW Corner
EAST FRONT STREET



View of Site From SE Corner



View of East Front Street

Qualifications/Resume

Page #1

APPRAISER RESUME

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

Copy of License

State of Mississippi	
MISSISSIPPI REAL ESTATE APPRAISER LICENSING AND	
CERTIFICATION BOARD	
LICENSE # : RA-111	STATUS: ACTIVE
MICHAEL A HUTCHINSON	
HAS BEEN GRANTED A LICENSE AS A	
STATE CERTIFIED RESIDENTIAL APPRAISER	
Effective Date: 06/01/2019	Expiration Date: 07/31/2021
	
SIGNATURE OF LICENSEE	
Robert E. Praytor, Administrator	



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, August 17, 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: 2021-999
Minute Book #

Summary

Extend state of emergency for an additional 30 days resulting from the pandemic event (COVID_19) that occurred on or about March 13, 2020.

Recommendation Statement

Please place this on the August 17, 2021 City Council meeting for consideration.



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, August 17, 2021

Re: Adopt a Resolution appointing Lamar Rutland as Director of Engineering for the City of Hattiesburg.
File Number: 2021-1002
Minute Book #

Summary

Adopt a Resolution appointing Lamar Rutland as Director of Engineering for the City of Hattiesburg.

Recommendation Statement

Please place this on the August 17, 2021 City Council meeting for consideration.

RESOLUTION

RESOLUTION FOR APPOINTING DIRECTOR OF ENGINEERING FOR CITY OF HATTIESBURG

WHEREAS, Section 21-8-23 of the Mississippi Code of 1972, as annotated and amended, provides that a department director shall be appointed by the Mayor of the City of Hattiesburg, Mississippi, and confirmed by an affirmative vote of a majority of the City Council present and voting: and

WHEREAS, Lamar Rutland is appointed by the Mayor and is recognized by the Council as a qualified and proper person to fulfill the duties of the Director of Engineering:

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

Section 1. That Lamar Rutland be and is hereby confirmed to serve as Director of Engineering to fulfill the duties as defined by Section 21-8-23 of the Mississippi Code of 1972 as annotated and amended.

Section 2. That public interest and necessity requiring same, this Resolution shall become effective immediately.

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 17th day of August, A.D., 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of August, A.D., 2021.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, August 17, 2021

Re: Adopt a Resolution appointing Ronnie Perkins as Director of Public Works for the City of Hattiesburg.
File Number: 2021-1004
Minute Book #

Summary

Adopt a Resolution appointing Ronnie Perkins as Director of Public Works for the City of Hattiesburg.

Recommendation Statement

Please place this on the August 17, 2021 City Council meeting for consideration.

RESOLUTION

RESOLUTION FOR APPOINTING DIRECTOR OF PUBLIC WORKS FOR CITY OF HATTIESBURG

WHEREAS, Section 21-8-23 of the Mississippi Code of 1972, as annotated and amended, provides that a department director shall be appointed by the Mayor of the City of Hattiesburg, Mississippi, and confirmed by an affirmative vote of a majority of the City Council present and voting: and

WHEREAS, Ronnie Perkins is appointed by the Mayor and is recognized by the Council as a qualified and proper person to fulfill the duties of the Director of Public Works:

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

Section 1. That Ronnie Perkins be and is hereby confirmed to serve as Director of Public Works to fulfill the duties as defined by Section 21-8-23 of the Mississippi Code of 1972 as annotated and amended.

Section 2. That public interest and necessity requiring same, this Resolution shall become effective immediately.

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 17th day of August, A.D., 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of August, A.D., 2021.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, August 17, 2021

Re: Adopt a Resolution appointing Alan Howe as Director of Water and Sewer for the City of Hattiesburg.
File Number: 2021-992
Minute Book #

Summary

Adopt a Resolution appointing Alan Howe as Director of Water and Sewer for the City of Hattiesburg.

Recommendation Statement

Please place this on the August 17, 2021 City Council meeting for consideration.

Please place this on the August 17, 2021 City Council meeting for consideration.

RESOLUTION

RESOLUTION FOR APPOINTING DIRECTOR OF WATER AND SEWER FOR CITY OF HATTIESBURG

WHEREAS, Section 21-8-23 of the Mississippi Code of 1972, as annotated and amended, provides that a department director shall be appointed by the Mayor of the City of Hattiesburg, Mississippi, and confirmed by an affirmative vote of a majority of the City Council present and voting: and

WHEREAS, Alan Howe is appointed by the Mayor and is recognized by the Council as a qualified and proper person to fulfill the duties of the Director of Water and Sewer:

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

Section 1. That Alan Howe be and is hereby confirmed to serve as Director of Water and Sewer to fulfill the duties as defined by Section 21-8-23 of the Mississippi Code of 1972 as annotated and amended.

Section 2. That public interest and necessity requiring same, this Resolution shall become effective immediately.

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 17th day of August, A.D., 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of August, A.D., 2021.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, August 17, 2021

Re: Adopt a Resolution appointing Chris McGee as Director of Parks and Recreation for the City of Hattiesburg.
File Number: 2021-995
Minute Book #

Summary

Adopt a Resolution appointing Chris McGee as Director of Parks and Recreation for the City of Hattiesburg.

Recommendation Statement

Please place this on the August 17, 2021 City Council meeting for consideration.

RESOLUTION

RESOLUTION FOR APPOINTING DIRECTOR OF PARKS AND RECREATION FOR CITY OF HATTIESBURG

WHEREAS, Section 21-8-23 of the Mississippi Code of 1972, as annotated and amended, provides that a department director shall be appointed by the Mayor of the City of Hattiesburg, Mississippi, and confirmed by an affirmative vote of a majority of the City Council present and voting: and

WHEREAS, Chris McGee is appointed by the Mayor and is recognized by the Council as a qualified and proper person to fulfill the duties of the Director of Parks and Recreation:

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

Section 1. That Chris McGee be and is hereby confirmed to serve as Director of Parks and Recreation to fulfill the duties as defined by Section 21-8-23 of the Mississippi Code of 1972 as annotated and amended.

Section 2. That public interest and necessity requiring same, this Resolution shall become effective immediately.

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 17th day of August, A.D., 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of August, A.D., 2021.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, August 17, 2021

Re: Adopt a Resolution appointing Andrew Ellard as Director of Urban Development for the City of Hattiesburg.
File Number: 2021-998
Minute Book #

Summary

Adopt a Resolution appointing Andrew Ellard as Director of Urban Development for the City of Hattiesburg.

Recommendation Statement

Please place this on the August 17, 2021 City Council meeting for consideration.

RESOLUTION

RESOLUTION FOR APPOINTING DIRECTOR OF URBAN DEVELOPMENT FOR CITY OF HATTIESBURG

WHEREAS, Section 21-8-23 of the Mississippi Code of 1972, as annotated and amended, provides that a department director shall be appointed by the Mayor of the City of Hattiesburg, Mississippi, and confirmed by an affirmative vote of a majority of the City Council present and voting: and

WHEREAS, Andrew Ellard is appointed by the Mayor and is recognized by the Council as a qualified and proper person to fulfill the duties of the Director of Urban Development:

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

Section 1. That Andrew Ellard be and is hereby confirmed to serve as Director of Urban Development to fulfill the duties as defined by Section 21-8-23 of the Mississippi Code of 1972 as annotated and amended.

Section 2. That public interest and necessity requiring same, this Resolution shall become effective immediately.

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 17th day of August, A.D., 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of August, A.D., 2021.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, August 17, 2021

Re: Adopt a Resolution appointing Sherrocko Stewart as Fire Chief for the City of Hattiesburg.
File Number: 2021-1007
Minute Book #

Summary

Adopt a Resolution appointing Sherrocko Stewart as Fire Chief for the City of Hattiesburg.

Recommendation Statement

Please place this on the August 17, 2021 City Council meeting for consideration.

RESOLUTION

RESOLUTION FOR APPOINTING FIRE CHIEF FOR CITY OF HATTIESBURG

WHEREAS, Section 21-8-23 of the Mississippi Code of 1972, as annotated and amended, provides that a department director shall be appointed by the Mayor of the City of Hattiesburg, Mississippi, and confirmed by an affirmative vote of a majority of the City Council present and voting: and

WHEREAS, Sherrocko Stewart is appointed by the Mayor and is recognized by the Council as a qualified and proper person to fulfill the duties of the Fire Chief:

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

Section 1. That Sherrocko Stewart be and is hereby confirmed to serve as Fire Chief to fulfill the duties as defined by Section 21-8-23 of the Mississippi Code of 1972 as annotated and amended.

Section 2. That public interest and necessity requiring same, this Resolution shall become effective immediately.

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 17th day of August, A.D., 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of August, A.D., 2021.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, August 17, 2021

Re: Adopt a Resolution appointing Peggy Sealy as Police Chief for the City of Hattiesburg.
File Number: 2021-997
Minute Book #

Summary

Adopt a Resolution appointing Peggy Sealy as Police Chief for the City of Hattiesburg.

Recommendation Statement

Please place this on the August 17, 2021 City Council meeting for consideration.

RESOLUTION

RESOLUTION FOR APPOINTING POLICE CHIEF FOR CITY OF HATTIESBURG

WHEREAS, Section 21-8-23 of the Mississippi Code of 1972, as annotated and amended, provides that a department director shall be appointed by the Mayor of the City of Hattiesburg, Mississippi, and confirmed by an affirmative vote of a majority of the City Council present and voting: and

WHEREAS, Peggy Sealy is appointed by the Mayor and is recognized by the Council as a qualified and proper person to fulfill the duties of the Police Chief:

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

Section 1. That Peggy Sealy be and is hereby confirmed to serve as Police Chief to fulfill the duties as defined by Section 21-8-23 of the Mississippi Code of 1972 as annotated and amended.

Section 2. That public interest and necessity requiring same, this Resolution shall become effective immediately.

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 17th day of August, A.D., 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of August, A.D., 2021.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, August 17, 2021

Re: Adopt a Resolution appointing Phillip McSwain as Municipal Court Clerk for the City of Hattiesburg.
File Number: 2021-1003
Minute Book #

Summary

Adopt a Resolution appointing Phillip McSwain as Municipal Court Clerk for the City of Hattiesburg.

Recommendation Statement

Please place this on the August 17, 2021 City Council meeting for consideration.

**RESOLUTION FOR THE APPOINTMENT OF
MUNICIPAL COURT CLERK,
FOR THE CITY OF HATTIESBURG**

WHEREAS, the Council recognizes the need to extend the appointment of Municipal Court Clerk; and

WHEREAS, the Council desires the administration of the City to continue to operate its routine functions.

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

Section 1. That the appointment of Phillip McSwain as Municipal Court Clerk, until further ordered.

Section 2. That public interest and necessity requiring same, this Resolution shall become effective August 17, 2021.

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 17th Day of August, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th Day of August, 2021.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, August 17, 2021

Re: Adopt a Resolution appointing Burnice Curry as Municipal Court Judge for the City of Hattiesburg.
File Number: 2021-1001
Minute Book #

Summary

Adopt a Resolution appointing Burnice Curry as Municipal Court Judge for the City of Hattiesburg.

Recommendation Statement

Please place this on the August 17, 2021 City Council meeting for consideration.

**RESOLUTION FOR THE APPOINTMENT OF
MUNICIPAL COURT JUDGE,
FOR THE CITY OF HATTIESBURG**

WHEREAS, the Council recognizes the need to extend the appointment of Municipal Court Judge; and

WHEREAS, the Council desires the administration of the City to continue to operate its routine functions.

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

Section 1. That the appointment of Burnice Curry as Municipal Court Judge, until further ordered.

Section 2. That public interest and necessity requiring same, this Resolution shall become effective August 17, 2021.

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 17th Day of August, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th Day of August, 2021.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, August 17, 2021

Re: Adopt a Resolution appointing Brian Bledsoe as Municipal Court Judge for the City of Hattiesburg.
File Number: 2021-994
Minute Book #

Summary

Adopt a Resolution appointing Brian Bledsoe as Municipal Court Judge for the City of Hattiesburg.

Recommendation Statement

Please place this on the August 17, 2021 City Council meeting for consideration.

**RESOLUTION FOR THE APPOINTMENT OF
MUNICIPAL COURT JUDGE,
FOR THE CITY OF HATTIESBURG**

WHEREAS, the Council recognizes the need to extend the appointment of Municipal Court Judge; and

WHEREAS, the Council desires the administration of the City to continue to operate its routine functions.

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

Section 1. That the appointment of Brian Bledsoe as Municipal Court Judge, until further ordered.

Section 2. That public interest and necessity requiring same, this Resolution shall become effective August 17, 2021.

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 17th Day of August, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th Day of August, 2021.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, August 17, 2021

Re: Adopt a Resolution appointing Gay Polk-Payton as Municipal Court Judge Pro Tem for the City of Hattiesburg.
File Number: 2021-996
Minute Book #

Summary

Adopt a Resolution appointing Gay Polk-Payton as Municipal Court Judge Pro Tem for the City of Hattiesburg.

Recommendation Statement

Please place this on the August 17, 2021 City Council meeting for consideration.

**RESOLUTION FOR THE APPOINTMENT OF
MUNICIPAL COURT JUDGE PRO TEM,
FOR THE CITY OF HATTIESBURG**

WHEREAS, the Council recognizes the need to extend the appointment of Municipal Court Judge Pro Tem; and

WHEREAS, the Council desires the administration of the City to continue to operate its routine functions.

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

Section 1. That the appointment of Gay Polk Payton as Municipal Court Judge Pro Tem, until further ordered.

Section 2. That public interest and necessity requiring same, this Resolution shall become effective August 17, 2021.

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 17th Day of August, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th Day of August, 2021.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, August 17, 2021

Re: Adopt a Resolution appointing Anna Rush as Municipal Prosecutor, Post 1, for the City of Hattiesburg.
File Number: 2021-993
Minute Book #

Summary

Adopt a Resolution appointing Anna Rush as Municipal Prosecutor, Post 1, for the City of Hattiesburg.

Recommendation Statement

Please place this on the August 17, 2021 City Council meeting for consideration.

**RESOLUTION FOR THE APPOINTMENT OF
MUNICIPAL PROSECUTOR POST 1,
FOR THE CITY OF HATTIESBURG**

WHEREAS, the Council recognizes the need to extend the appointment of Municipal Prosecutor Post 1; and

WHEREAS, the Council desires the administration of the City to continue to operate its routine functions.

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

Section 1. That the appointment of Anna Rush as Municipal Prosecutor Post 1, until further ordered.

Section 2. That public interest and necessity requiring same, this Resolution shall become effective August 17, 2021.

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 17th Day of August, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th Day of August, 2021.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, August 17, 2021

Re: Adopt a Resolution appointing Stephen Adamson as Municipal Prosecutor, Post 2, for the City of Hattiesburg.
File Number: 2021-1009
Minute Book #

Summary

Adopt a Resolution appointing Stephen Adamson as Municipal Prosecutor, Post 2, for the City of Hattiesburg.

Recommendation Statement

Please place this on the August 17, 2021 City Council meeting for consideration.

**RESOLUTION FOR THE APPOINTMENT OF
MUNICIPAL PROSECUTOR POST 2,
FOR THE CITY OF HATTIESBURG**

WHEREAS, the Council recognizes the need to extend the appointment of Municipal Prosecutor Post 2; and

WHEREAS, the Council desires the administration of the City to continue to operate its routine functions.

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

Section 1. That the appointment of Stephen Adamson as Municipal Prosecutor Post 2, until further ordered.

Section 2. That public interest and necessity requiring same, this Resolution shall become effective August 17, 2021.

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 17th Day of August, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th Day of August, 2021.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, August 17, 2021

Re: Adopt a Resolution appointing Elizabeth Porter as Municipal Prosecutor Pro Tem for the City of Hattiesburg.
File Number: 2021-982
Minute Book #

Summary

Adopt a Resolution appointing Elizabeth Porter as Municipal Prosecutor Pro Tem for the City of Hattiesburg.

Recommendation Statement

Please place on the August 17, 2021 City Council agenda.

Please place this on the August 17, 2021 City Council meeting for consideration.

**RESOLUTION FOR THE APPOINTMENT OF
MUNICIPAL PROSECUTOR PRO TEM,
FOR THE CITY OF HATTIESBURG**

WHEREAS, the Council recognizes the need to extend the appointment of Municipal Prosecutor Pro Tem; and

WHEREAS, the Council desires the administration of the City to continue to operate its routine functions.

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

Section 1. That the appointment of Elizabeth Porter as Municipal Prosecutor Pro Tem, until further ordered.

Section 2. That public interest and necessity requiring same, this Resolution shall become effective August 17, 2021.

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 17th Day of August, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th Day of August, 2021.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, August 17, 2021

Re: Adopt a Resolution appointing Shakita Taylor as Municipal Public Defender for the City of Hattiesburg.
File Number: 2021-1008
Minute Book #

Summary

Adopt a Resolution appointing Shakita Taylor as Municipal Public Defender for the City of Hattiesburg.

Recommendation Statement

Please place this on the August 17, 2021 City Council meeting for consideration.

**RESOLUTION FOR THE APPOINTMENT OF
MUNICIPAL PUBLIC DEFENDER,
FOR THE CITY OF HATTIESBURG**

WHEREAS, the Council recognizes the need to extend the appointment of Municipal Public Defender; and

WHEREAS, the Council desires the administration of the City to continue to operate its routine functions.

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

Section 1. That the appointment of Shakita Taylor as Municipal Public Defender, until further ordered.

Section 2. That public interest and necessity requiring same, this Resolution shall become effective August 17, 2021.

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 17th Day of August, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th Day of August, 2021.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, August 17, 2021

Re: Adopt a Resolution appointing Benjamin Thornton as Municipal Public Defender for the City of Hattiesburg.
File Number: 2021-1000
Minute Book #

Summary

Adopt a Resolution appointing Benjamin Thornton as Municipal Public Defender for the City of Hattiesburg.

Recommendation Statement

Please place this on the August 17, 2021 City Council meeting for consideration.

**RESOLUTION FOR THE APPOINTMENT OF
MUNICIPAL PUBLIC DEFENDER,
FOR THE CITY OF HATTIESBURG**

WHEREAS, the Council recognizes the need to extend the appointment of Municipal Public Defender; and

WHEREAS, the Council desires the administration of the City to continue to operate its routine functions.

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

Section 1. That the appointment of Benjamin Thornton as Municipal Public Defender, until further ordered.

Section 2. That public interest and necessity requiring same, this Resolution shall become effective August 17, 2021.

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 17th day of August, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th Day of August, 2021.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Cecilia Jones

cc: Kermas Eaton, City Clerk

Date: Tuesday, August 17, 2021

Re: Acknowledge receipt of Privilege Tax License monthly report July 2021.
File Number: 2021-961
Minute Book #

Summary

Acknowledge receipt of Privilege Tax License monthly report July 2021.

Recommendation Statement

Recommend acknowledgment of receipt of Privilege Tax License monthly report for July 2021.

Please place this on the August 17, 2021 City Council meeting for consideration.

PRIVILEGE LICENSE MONTHLY REPORT

07/01/2021 TO 07/31/2021

New Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name, & Address of Business</u>
LIC-01-21-020881	\$20.00		DEDICATED CONSTRUCTION MANAGEMENT LLC 710 LARRY CT WAUKESHA WI 53186
LIC-02-21-020987	\$36.67		SMOKIN' ACES HOOKAH LOUNGE 10 GUILFORD PLACE HATTIESBURG MS 39401
LIC-02-21-020988	\$8.75		SMOKIN' ACES HOOKAH LOUNGE 340 N 25TH AV HATTIESBURG MS 39401
LIC-03-21-021082	\$45.00		DREAM HOUSE 7 ALICIA DR ELLISVILLE MS 39437
LIC-03-21-021194	\$55.00		HATTIESBURG CLINIC, -PINE STREET 908 W PINE ST HATTIESBURG MS 39402
LIC-03-21-021234	\$45.00		ALL SAFE TECHNOLOGIES P.O. BOX 520 GULF BREEZE FL 32562
LIC-03-21-021273	\$1.25		DOC'S ON LINCOLN 2701 LINCOLN RD HATTIESBURG MS 39402
LIC-03-21-021274	\$3.75		DOC'S ON LINCOLN 2701 LINCOLN RD HATTIESBURG MS 39402
LIC-03-21-021275	\$30.00		DOC'S ON LINCOLN 2701 LINCOLN RD HATTIESBURG MS 39402
LIC-04-21-021322	\$45.00		LOTG CLOTHING 215 BROADWAY DR STE 65 HATTIESBURG MS 39401
LIC-04-21-021375	\$45.00		LAW OFFICES OF CHRISTOPHER D NOBLES, PLLC 307 W PINE ST HATTIESBURG MS 39401
LIC-04-21-021397	\$45.00		IT REMARKETERS LLC 105 INDUSTRIAL DR HATTIESBURG MS 39401
LIC-04-21-021401	\$55.00		K & J'S PHILLY STEAKS 3317 HARDY ST STE 10 HATTIESBURG MS 39401
LIC-05-21-021594	\$55.00		ELITE PHYSICAL THERAPY 8205 PRESIDENTS DR HUMMELSTOWN PA 17036
LIC-05-21-021613	\$20.00		ABY SOUTHERN HOMES, LLC 104 FOX RUN DR HATTIESBURG MS 39402
LIC-06-21-021655	\$45.00		ENDLESS BEAUTY HAIR & LASHES 1900 HARDY ST STE # C HATTIESBURG MS 39401

LIC-06-21-021687	\$250.00	CRYSTAL CLEANING SERVICE LLC 2600 BEACH BLVD BILOXI MS 3531
LIC-06-21-021718	\$45.00	LAY IT DOWN DETAILING 239 BROADWAY DR HATTIESBURG MS 39401
LIC-07-20-019146	\$45.00	X-CLUSIVE BOUTIQUE 6204 HWY 49 HATTIESBURG MS
LIC-07-21-021861	\$45.00	RAINBOW #1103 1000 PENNSYLVANIA AV BROOKLYN NY 11207
LIC-07-21-021872	\$20.00	EASY RIDER BIKE RENTAL LLC 118 NATALIE LN HATTIESBURG MS 39402
LIC-07-21-021876	\$25.00	HOLY CROSS ORTHODOX MISSION 2415 W 4TH ST STE 10 HATTIESBURG MS 39401
LIC-07-21-021898	\$20.00	PICARA BLEUS BOUTIQUE P.O. BOX 18802 S HATTIESBURG MS 39404
LIC-07-21-021903	\$45.00	THE BODI BAR INC 1000 S 17TH AV STE 40 HATTIESBURG MS 39401
LIC-07-21-021908	\$45.00	THE GREENS 219 PARKDALE DR HATTIESBURG MS 39401
LIC-07-21-021909	\$45.00	DUBHE TECH INC 219 PARKDALE DR HATTIESBURG MS 39401
LIC-07-21-021910	\$45.00	PARADIGM CBD SHOPPE 112 CAMBROOKE HATTIESBURG MS 39402
LIC-07-21-021912	\$45.00	VAPORIZED 6134 HWY 98 HATTIESBURG MS 39402
LIC-07-21-021936	\$42.00	RDA SERVICE COMPANY, INC . 8125 JOY ST CITRONELLE AL 36522
LIC-07-21-021972	\$20.00	SCOTT WILLIAMSON LLC 351 CANTY RAYBORN RD SUMRALL MS 39482
LIC-07-21-021991	\$20.00	FALLON'S FASHIONS LLC 213 N 39TH AV APT . 12 HATTIESBURG MS 39401
LIC-07-21-022018	\$20.00	THE GODDESS BOUTIQUE, LLC 2410 MCINNIS LOOP APT. #91 HATTIESBURG MS 39402
LIC-07-21-022024	\$45.00	ART BARBER COLLEGE 102 W FLORENCE ST HATTIESBURG MS 39401
LIC-07-21-022040	\$250.00	DB'S WINGS ON THE FLY 211 FREDNA AV HATTIESBURG MS 39401
LIC-07-21-022053	\$20.00	FLEX ENTERPRISE CONSTRUCTION 510 N 38TH AV APT . 20 HATTIESBURG MS 39401

LIC-10-20-020184	\$45.00	KD HAIR BOUTIQUE 1202 HARDY ST HATTIESBURG MS 39401
LIC-10-20-020219	\$20.00	Rogers & Willard, Inc 451 S SAINT LOUIS ST MOBILE AL 36602
LIC-11-19-017584	\$45.00	THE HERCULES 608 W 7TH ST HATTIESBURG MS 39401

38 \$1,757.42

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name, & Address of Business</u>
LIC-04-21-021370	\$20.00	\$2.20	DANCE FANTASY 28 MARKET CT STE- 160 HATTIESBURG MS 39402
LIC-06-21-021838	\$33.00		CLEAR CHANNEL BROADCASTING INC 6555 HWY 98 W STE 8 HATTIESBURG MS 39401
LIC-07-20-019028	\$20.00		1ST DENTAL, LLC 313 SOUTH 40TH AV HATTIESBURG MS 39402
LIC-07-20-019104	\$30.00		BRINKLEY LAW FIRM, P.A. PO BOX 31 HATTIESBURG MS 394030031
LIC-07-21-021853	\$20.00		VIEWPOINT EYECARE 102 N 38TH AV STE H HATTIESBURG MS 39401
LIC-07-21-021854	\$30.00		SMART START COMMUNITY SCHOOL, LLC 412 J. C. KILLINGSWORTH DR HATTIESBURG MS 39401
LIC-07-21-021855	\$20.00		THE GOLD PLACE 3801 W 4TH STREET HATTIESBURG MS 39401-
LIC-07-21-021856	\$30.00		LADY LUCK TATTOO 6230 HIGHWAY 49 N HATTIESBURG MS 394010000
LIC-07-21-021857	\$105.00		HATTIESBURG CARS, LLC 1620 W PINE STREET HATTIESBURG MS 394010000
LIC-07-21-021858	\$20.00		THE EXECUTIVE TEAM, INC 118 LAMAR BOULEVARD STE 10 HATTIESBURG MS 39402-
LIC-07-21-021859	\$20.00		PINE BELT CHIROPRACTIC INC 117 THORNHILL DRIVE HATTIESBURG MS 39402-
LIC-07-21-021860	\$20.00		ORAL & FACIAL SURGERY CENTER 811 S 28TH AVENUE HATTIESBURG MS 394020000
LIC-07-21-021862	\$20.00		DABBS PHOTOGRAPHY 85 ST ANDREWS HATTIESBURG MS 39401
LIC-07-21-021863	\$63.00		NOVATECH, INC . 7251 APPLING FARMS PKWY MEMPHIS TN 38133
LIC-07-21-021864	\$20.00		NEW ASIAN EXPRESS INC 5004 LINCOLN RD STE 10 HATTIESBURG MS 39402

LIC-07-21-021866	\$33.00	\$4.62	TOP TIER BOARD GAMES 4700 HARDY ST STE L HATTIESBURG MS 39402
LIC-07-21-021867	\$105.00		KENTUCKY FRIED CHICKEN #58 PO BOX 2906 LAUREL MS 39442
LIC-07-21-021868	\$30.00		LANCE COMPUTER SYSTEMS INC 5296 OLD HWY 11 3 HATTIESBURG MS 39402
LIC-07-21-021869	\$42.00		BAKER & GRAHAM DENTAL 4216 LINCOLN RD HATTIESBURG MS 39402
LIC-07-21-021870	\$20.00		TOUCHSTONE DENTISTRY 802 S 28TH AVENUE HATTIESBURG MS 39402-
LIC-07-21-021871	\$20.00		WICKER COTTAGE INN 104 N 32ND AV HATTIESBURG MS 39401
LIC-07-21-021873	\$25.00		JOHN WHITE LTD 215 S 40TH AVENUE HATTIESBURG MS 39402-
LIC-07-21-021875	\$60.00	\$10.80	TRI STATE ROCK & RAILS 1108 MORRISTON RD PETAL MS 39465
LIC-07-21-021877	\$20.00		AUTO LOCATORS & SALES INC 6384 HWY 98 HATTIESBURG MS 39402-
LIC-07-21-021878	\$45.00		REDBOX AUTOMATED RETAIL, LLC 2315 LINCOLN ROAD HATTIESBURG MS 39401
LIC-07-21-021879	\$30.00		LASER MANIA 905 HARDY ST HATTIESBURG MS 39401
LIC-07-21-021880	\$20.00		ENCORE REHABILITATION INC 251 JOHNSTON ST STE 200 DECATUR AL 35601
LIC-07-21-021881	\$20.00		PLAN HOUSE PRINTING & GRAPHICS LLP 1 CHURCHHILL STREET HATTIESBURG MS 39401
LIC-07-21-021882	\$69.00		SIGNATURE OFFSET, LLC 2610 LAKEVIEW RD HATTIESBURG MS 39401
LIC-07-21-021883	\$20.00		AUTOMATIC FIRE PROTECTION, LLC 36060 AMANDA ROAD PEARL RIVER LA 70452-
LIC-07-21-021884	\$20.00		INTERPINE LLC 3702 HARDY STREET 2 HATTIESBURG MS 394040000
LIC-07-21-021885	\$20.00		BUNNY DISCOUNT BREAD STORE 5096 HWY 42 HATTIESBURG MS 39401
LIC-07-21-021886	\$39.00		BANCORP SOUTH 6471 HIGHWAY 98 W HATTIESBURG MS 39402
LIC-07-21-021887	\$20.00		5 STAR NUTRITION 8500 SHOAL CREEK BLVD BLDG 4 STE 150 AUSTIN TX 78757

LIC-07-21-021888	\$30.00		GREENBRIAR DIGGING SERVICE, LP 681 DENTON TRAIL NW BROOKHAVEN MS 39601-
LIC-07-21-021889	\$30.00		FIRST HERITAGE CREDIT LLC 3317 HARDY STREET STE 50 HATTIESBURG MS 39401
LIC-07-21-021890	\$30.00		CHAIN ELECTRIC COMPANY PO BOX 2058 HATTIESBURG MS 394032058
LIC-07-21-021891	\$20.00		P AND R COSMETIC ALLIANCE, LLC 421 S 28TH AVENUE 110 HATTIESBURG MS 39401-
LIC-07-21-021892	\$30.00		VITAL CARE COMPOUNDER 4001 O'FERRAL STREET HATTIESBURG MS 39402-
LIC-07-21-021893	\$30.00		MAXWELL PLUMBING 1510 TRUELIGHT ROAD CHUNKY MS 39323-
LIC-07-21-021894	\$20.00		TOBACCO DISCOUNT 803 MEMORIAL BLVD STE C PICAYUNE MS 39466
LIC-07-21-021895	\$30.00		PHARMACY PLUS, INC. 115 SOUTH 40TH AV HATTIESBURG MS 39402
LIC-07-21-021896	\$30.00		JOHN C. NELSON 406 HEMPHILL STREET HATTIESBURG MS 394010000
LIC-07-21-021897	\$350.00		VENDONE 85 SAINT ANNES HATTIESBURG MS 39401-
LIC-07-21-021899	\$250.00		ROBINSON ELECTRIC SUPPLY CO, INC. 1215 W PINE STREET HATTIESBURG MS 39401-0000
LIC-07-21-021900	\$10.00		ROBINSON ELECTRIC SUPPLY CO, INC. 1215 W PINE STREET HATTIESBURG MS 39401-0000
LIC-07-21-021901	\$20.00	\$3.20	JUST RIGHT JANITORIAL 105 HANOVER DRIVE HATTIESBURG MS 39402-
LIC-07-21-021902	\$20.00		A & B CARWASH LLC 909 BROADWAY DR HATTIESBURG MS 39401
LIC-07-21-021905	\$54.00		HOSPICE CARE OF MISSISSIPPI LLC 133 MAYFAIR ROAD HATTIESBURG MS 39402
LIC-07-21-021906	\$60.00		HOME HEALTH CARE SYSTEMS, INC. 133 MAYFAIR ROAD HATTIESBURG MS 39402
LIC-07-21-021911	\$20.00	\$2.20	WAX ON WAX OFF 5597-C HWY 42 HATTIESBURG MS 39401
LIC-07-21-021915	\$20.00		PALADIN SYSTEMS LLC 6086 HIGHWAY 98 W 2 HATTIESBURG MS 39402
LIC-07-21-021916	\$75.00		SOUTHERN FINANCIAL SYSTEMS, INC. 2603 OAK GROVE RD STE B HATTIESBURG MS 39402-

LIC-07-21-021917	\$20.00		MONOGRAM HUT FRANCHISING INC 43 TURTLE CREEK DRIVE HATTIESBURG MS 39402-
LIC-07-21-021918	\$36.00		MACK GRUBBS HYUNDAI LLC 6507 HIGHWAY 98 HATTIESBURG MS 39402-
LIC-07-21-021919	\$20.00		HATTIESBURG MEDICAL SUPPLY 1301 S 28TH AVENUE HATTIESBURG MS 39401
LIC-07-21-021921	\$20.00	\$2.20	CURTIS CUSTOM COUNTERS 102 GORDON ST HATTIESBURG MS 39401
LIC-07-21-021924	\$30.00		THE FIRST NATIONAL BANK OF SOUTH MISSISSIPPI 2702 LINCOLN ROAD HATTIESBURG MS 39402
LIC-07-21-021925	\$20.00		RIGHTON TIE AND TIMBER, LLC 1920 GLENDALE ROAD HATTIESBURG MS 39401
LIC-07-21-021926	\$20.00		JENE'S 6111 US HWY 49 S 100 HATTIESBURG MS 39401-
LIC-07-21-021927	\$560.00		SHOE STATION 720 EXECUTIVE PARK DRIVE MOBILE AL 366060000
LIC-07-21-021928	\$30.00		PRIDESTAFF 5910 HWY 49 STE 5 HATTIESBURG MS 39401
LIC-07-21-021930	\$75.00		AEROPOSTALE #765 125 CHUBB AV 5TH FLOOR LYNDHURST NJ 07071
LIC-07-21-021931	\$20.00		KALEXANT BOUTIQUE 100 BARNES CIR HATTIESBURG MS 39401
LIC-07-21-021932	\$20.00		MUNN ENTERPRISES INC.(ELECTRICAL) 7712 HIGHWAY 49 N HATTIESBURG MS 39401-
LIC-07-21-021935	\$20.00		WILLIAMS SERVICE 169 W CANEBRAKE BOULEVARD HATTIESBURG MS
LIC-07-21-021937	\$20.00		JOHNNY DUPREE REALTY PO BOX 574 HATTIESBURG MS 394030574
LIC-07-21-021938	\$54.00		COMMUNITY BANK-HATTIESBURG PO BOX 17617 HATTIESBURG MS 394047617
LIC-07-21-021939	\$540.00		NATIONAL ENTERTAINMENT NETWORK, LLC 325 INTERLOCKEN PARKWAY STE B BROOMFIELD CO 80021-8043
LIC-07-21-021940	\$450.00		NATIONAL ENTERTAINMENT NETWORK, LLC 325 INTERLOCKEN PARKWAY B BROOMFIELD CO 80021-8043
LIC-07-21-021941	\$20.00		S & B CONSTRUCTION GROUP, LLC 8740 E 30TH STREET INDIANAPOLIS IN 46219-
LIC-07-21-021942	\$150.00		SOUTHERN EYE PHYSICIANS CENTER, LLC 1420 S 28TH AVENUE HATTIESBURG MS 39402

LIC-07-21-021943	\$50.00		STOKES DISTRIBUTING CO. INC. 12 STOKES DRIVE HATTIESBURG MS 394019084
LIC-07-21-021944	\$30.00		NEUROLOGY ASSOCIATES 5003 HARDY STREET STE 400 HATTIESBURG MS 39402-
LIC-07-21-021946	\$20.00		C & M TRANSMISSION, LLC 415 E PINE STREET HATTIESBURG MS 394010000
LIC-07-21-021947	\$30.00	\$4.20	TOWN & COUNTRY ANIMAL HOSPITAL, LLC 12 GRAVEL PIT ROAD HATTIESBURG MS 39402-
LIC-07-21-021948	\$20.00		AA ELECTRIC, LLC 106 CHESTERFIELD ROAD HATTIESBURG MS 394020000
LIC-07-21-021949	\$30.00		ADVANTAGE PROMOTIONAL SYSTEMS, INC . 5219 OLD HIGHWAY 11 HATTIESBURG MS
LIC-07-21-021950	\$40.00		JOURNEYS #1103 1415 MURFREESBORO PIKE ROOM 240 NASHVILLE TN 372172829
LIC-07-21-021951	\$20.00		EZ CASH 8601 DUNWOODY PLACE 406 ATLANTA GA 33035
LIC-07-21-021952	\$20.00		THE HILLMAN GROUP, INC. 8990 S KYRENE ROAD TEMPE AZ 852840000
LIC-07-21-021953	\$20.00		THE HILLMAN GROUP, INC 8990 S KYRENE ROAD TEMPE AZ 65284-
LIC-07-21-021955	\$135.00		RAISING CANE'S CHICKEN FINGERS 6800 BISHOP RD PLANO TX 750243549
LIC-07-21-021956	\$20.00		TURTLE CREEK COOKIE, LLC 1000 TURTLE CREEK MALL K7 HATTIESBURG MS 39402-
LIC-07-21-021957	\$20.00		UAR DIRECT LLC 5110 HWY 49 S HATTIESBURG MS 39401-
LIC-07-21-021958	\$20.00	\$2.20	GLADDEN LAW OFFICE 15 TROON CIR HATTIESBURG MS 39401
LIC-07-21-021960	\$150.00		OWL DRUG STORE 2 MEDICAL BOULEVARD HATTIESBURG MS
LIC-07-21-021961	\$20.00		HOME STYLE RESTAURANT 96 JM TATUM INDUSTRAIL DRIVE HATTIESBURG MS 39401
LIC-07-21-021962	\$20.00		BURGER KING #4673 6517 HIGHWAY 49 HATTIESBURG MS 39401
LIC-07-21-021963	\$93.00		PETCO #1572 654 RICHLAND HILLS SAN ANTONIO TX 78245-
LIC-07-21-021966	\$30.00		TRUSTMARK NATIONAL BANK 104 MAYFAIR ROAD HATTIESBURG MS 39402

LIC-07-21-021967	\$30.00	TRUSTMARK NATIONAL BANK 951 BROADWAY DRIVE HATTIESBURG MS 39401
LIC-07-21-021968	\$30.00	TRUSTMARK NATIONAL BANK 3112 HARDY ST HATTIESBURG MS 39401
LIC-07-21-021969	\$150.00	TRUSTMARK NATIONAL BANK 248 E. CAPITOL ST STE 517 JACKSON MS 392011071
LIC-07-21-021970	\$30.00	TRUSTMARK NATIONAL BANK 248 E. CAPITOL ST STE 517 HATTIESBURG MS 394020000
LIC-07-21-021973	\$150.00	PETAL ANIMAL MEDICAL CLINIC, PLLC 3422 HARDY ST HATTIESBURG MS 39402
LIC-07-21-021974	\$20.00	CARRIGEE CONSULTING LLC 1017 POPLAR AV HATTIESBURG MS 39401
LIC-07-21-021975	\$51.00	DERMATOLOGY CLINIC OF H'BURG P.A. 415 S. 28TH AVENUE CIRCLE HATTIESBURG MS 39401
LIC-07-21-021976	\$20.00	AMERICAN DELI 1000 TURTLE CREEK DRIVE HATTIESBURG MS 39402-
LIC-07-21-021977	\$40.00	MOORE'S BICYCLE SHOP 1607 HARDY ST STE C HATTIESBURG MS 39401
LIC-07-21-021978	\$50.00	QUEST PHARMACY, INC 602 ADELINE STREET STE E HATTIESBURG MS 39401
LIC-07-21-021980	\$20.00	CYPRESS MOBILE HOME PARK 3022 OAK GROVE RD HATTIESBURG MS 394020000
LIC-07-21-021981	\$20.00	FAMILY HEARING SERVICES, LLC 6380 HWY 98 STE I HATTIESBURG MS 39402
LIC-07-21-021982	\$30.00	DIGESTIVE DISEASE CENTER OF H'BURG 100 METHODIST BOULEVARD HATTIESBURG MS 39402
LIC-07-21-021983	\$30.00	U-HAUL COMPANY OF MISSISSIPPI 1301 W 7TH STREET HATTIESBURG MS 39401
LIC-07-21-021985	\$20.00	BELLSOUTH TELECOMMUNICATIONS LLC 1010 N ST. MARY'S ST 15TH FLOOR SAN ANTONIO TX 78215-
LIC-07-21-021986	\$20.00	PAGE FAMILY & SPORT CHIROPRACTIC 423 WEATHERSBY RD STE 120 HATTIESBURG MS 39402
LIC-07-21-021987	\$90.00	HUB CITY LAUNDRY 4219 LINCOLN ST HATTIESBURG MS 39402
LIC-07-21-021988	\$20.00	HUB CITY LAUNDRY 1000 HARDY ST HATTIESBURG MS 39401
LIC-07-21-021989	\$102.00	HATTIESBURG G.I. ASSOCIATES. PLLC 100 METHODIST BOULEVARD HATTIESBURG MS 394020000

LIC-07-21-021990	\$20.00		PEACE OF MIND 803 ARLEDGE STREET HATTIESBURG MS 39401-
LIC-07-21-021992	\$20.00		TOTAL EQUIPMENT MAINTENANCE CO. INC 7385 HWY 483 LENA MS 39094-
LIC-07-21-021993	\$93.00		UNICARE RX, INC. 124 WALNUT STREET HATTIESBURG MS 39401
LIC-07-21-021994	\$40.00		AMERICAN EAGLE OUTFITTERS #0194 77 HOT METAL ST PITTSBURG PA 15203
LIC-07-21-021995	\$30.00		SAFELITE AUTO GLASS #5700 6180 HWY 98 W HATTIESBURG MS 39402-
LIC-07-21-021996	\$20.00		AFFORDABLE AUTO CARE 100 64TH STREET HATTIESBURG MS 39401-
LIC-07-21-021998	\$20.00	\$2.40	TWICE THE ICE PO BOX 35 SEMINARY MS 39479
LIC-07-21-022002	\$50.00	\$9.50	THE FIREPLACE AND STONE CENTER 1505 N MAIN STREET HATTIESBURG MS 394010000
LIC-07-21-022003	\$20.00		STEWART & SONS PLUMBING 801 SUNRISE ROAD PETAL MS 39465
LIC-07-21-022004	\$30.00		SMITH PETROLEUM, INC. PO BOX 15926 HATTIESBURG MS 39404-5926
LIC-07-21-022005	\$20.00		WINGED-IT 207 S 40TH AVENUE HATTIESBURG MS 39402
LIC-07-21-022006	\$66.00		ENT ASSOCIATES OF HATTIESBURG 415 S 28TH AVENUE HATTIESBURG MS 394010000
LIC-07-21-022007	\$108.00		HATTIESBURG CLINIC PA -CONNECTIONS/PHY & COUNSELING 102 MEDICAL PARK HATTIESBURG MS 39401
LIC-07-21-022008	\$36.00		HATTIESBURG CLINIC, PA -WEIGHT MANAGEMENT 6414 HWY 98 W STE 120 HATTIESBURG MS 39401
LIC-07-21-022011	\$150.00		E. CORNELL MALONE CORPORATION 910 SCOTT STREET HATTIESBURG MS 39401
LIC-07-21-022012	\$20.00		HERRINGTON CHIROPRACTIC 423 WEATHERSBY ROAD STE 110 HATTIESBURG MS 39402
LIC-07-21-022013	\$20.00	\$2.40	CALYPSO JO'S HAIR & TAN LLC 5295 OLD HIGHWAY 11 STE 5 HATTIESBURG MS 39402
LIC-07-21-022014	\$20.00		KONE, INC. 3421 HARDY STREET HATTIESBURG MS 39401
LIC-07-21-022015	\$30.00		EDWARDS ELECTRIC SERVICE,LLC PO BOX 4277 MERIDIAN MS 393040000

LIC-07-21-022016	\$20.00	\$2.20	SOUTHERN KERNELS GOURMET POPCORN 113 BROOKWOOD TER HATTIESBURG MS 39402
LIC-07-21-022020	\$20.00		GO YOUNG FASHIONS 2 111 S 40TH AVENUE STE 10 HATTIESBURG MS 39402-
LIC-07-21-022023	\$630.00		ENTERTAINMENT GROUP INC 650 B PAPWORTH AV METAIRIE LA 70005
LIC-07-21-022029	\$20.00		HARRY E. GOZA, JR. 814 S 28TH AVENUE HATTIESBURG MS 39402
LIC-07-21-022032	\$20.00		UNLIMITED COSMETOLOGY SCHOOL 102 BROAD STREET HATTIESBURG MS 39401-
LIC-07-21-022033	\$20.00		PHILLIPS CAR CARE CENTER 80 RAWLS SPRINGS ROAD HATTIESBURG MS 39402-
LIC-07-21-022036	\$20.00		GARCIA USED TIRES 810 BOUIE STREET HATTIESBURG MS 39401-
LIC-07-21-022041	\$20.00	\$4.20	KING'S REPAIR SERVICE 4050 HWY 11 HATTIESBURG MS 39401
LIC-07-21-022042	\$20.00		CASH COW 3401 HARDY STREET HATTIESBURG MS 39401-
LIC-07-21-022044	\$680.00		AT HOME 1000 E. PLANO PKWY PLANO TX 75074
LIC-07-21-022045	\$40.00		SALLY BEAUTY SUPPLY # 3379 PO BOX 90220 DENTON TX 76202-
LIC-07-21-022048	\$20.00	\$2.20	MANE ATTRACTION HAIR STUDIO 1520 ADELINE ST STE G HATTIESBURG MS 39401
LIC-07-21-022049	\$20.00	\$10.00	MANE ATTRACTION HAIR STUDIO 1520 ADELINE ST STE G HATTIESBURG MS 39401
LIC-07-21-022050	\$99.00		BROOKDALE HATTIESBURG I 103 FOX CHASE DR HATTIESBURG MS 39402
LIC-07-21-022051	\$20.00		GILLILAND ELECTRONICS SUPPLY CO. 72 INDUSTRIAL DRIVE HATTIESBURG MS 39402
LIC-07-21-022052	\$20.00		ICLONE SERVICES, LLC 1009 N 30TH AV HATTIESBURG MS 39401
LIC-07-21-022054	\$36.00		REFRESH SIPS & EATS P.O. BOX 3186 ROAD RIDGELAND MS 391580000
LIC-07-21-022055	\$700.00		REFRESH SIPS & EATS P O BOX 3186 RIDGELAND MS 39158
LIC-07-21-022061	\$20.00		STRAIGHT EDGE BARBER SHOPPE 16 ATWATER LUMBERTON MS 39455

LIC-07-21-022062	\$20.00	YOUR TAX PRO 6204 HWY 49 N HATTIESBURG MS 39402
LIC-07-21-022064	\$20.00	ANGEL ACADEMY LEARNING CENTER 6080 HWY 49 S HATTIESBURG MS 39401-
LIC-07-21-022065	\$40.00	TURNER SUPPLY COMPANY 7028 HIGHWAY 49 N STE A HATTIESBURG MS 39401-
LIC-07-21-022066	\$20.00	SERENDIPITY 1808 THIRD TER HATTIESBURG MS 394010000
LIC-07-21-022067	\$20.00	RE/MAX REAL ESTATE PARTNERS 119 MAYFAIR ROAD HATTIESBURG MS 39402
LIC-07-21-022068	\$20.00	J & S APPLIANCE SVC. & SALES 5254 HWY 42 HATTIESBURG MS 39401
LIC-07-21-022069	\$90.00	4TH STREET CAR WASH 5194 HIGHWAY 49 S HATTIESBURG MS 394010000
LIC-07-21-022070	\$20.00	CYPRESS OUTDOOR ADVERTISING, LLC 6504 HWY 98 STE 60 HATTIESBURG MS 39402
LIC-07-21-022073	\$20.00	VOSS & ASSOCIATES, PLLC 22 MILLBRANCH ROAD 300 HATTIESBURG MS 39402
LIC-07-21-022076	\$20.00	COUGHLINS FLORIST PO BOX 1086 HATTIESBURG MS 39403-
LIC-07-21-022079	\$20.00	JCK ELECTRICAL, LLC 30 TRANQUILITY LN MOSELLE MS 39459
LIC-07-21-022080	\$20.00	WORKNET 2000, INC P O BOX 1367 METAIRIE LA 70001-
LIC-07-21-022081	\$20.00	WINDHAM SIGNS 34 STONEFIELD DRIVE PURVIS MS 39475-3047
LIC-07-21-022082	\$80.00	WIS-PAK OF HATTIESBURG, LLC 2 W.L. RUNNELS INDUSTRIAL DRIVE HATTIESBURG MS 39401-
LIC-07-21-022083	\$20.00	NUNEZ 416 BROAD STREET HATTIESBURG MS 394010000
LIC-07-21-022085	\$20.00	BRIGHTER HORIZONS THERPY, LLC 77 ST. ANNES DR HATTIESBURG MS 39401
LIC-07-21-022087	\$20.00	JAROCHO TIRE SHOP 116 N GEORGE ST PETAL MS 39465

165

\$9,842.00

\$64.52

Total Collection for July

New Licenses	\$1,757.42
Renewed Licenses	\$9,842.00
Penalties	\$64.52
Grand Total	\$11,663.94



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Cecilia Jones
cc: Kermas Eaton, City Clerk
Date: Tuesday, August 17, 2021
Re: Acknowledge Proof of Publication for the month of July 2021.
File Number: 2021-1036
Minute Book #

Summary

Acknowledge Proof of Publication for Hub City Spokes for the month of July 2021.

Recommendation Statement

Acknowledge acceptance of Proof of Publication for the month of July 2021.

Please place this on the August 17, 2021 City Council meeting for consideration.

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 #
7/31/2021	98290



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.	
				8/10/2021			
				Sales Rep		Tearsheets	
				H			
Date	Description	Size of Ad	Total Inches	Rate	Publication	Amount	
7/15/2021	Legal Notices - Demolition NTC	432 words		95.04		95.04	
7/15/2021	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\$98.04
			Payments/Credits\$0.00
Phone #	Fax #	Questions? E-Mail:	Outstanding balances will incur a 1.5% service charge monthly, calculated from due date of invoice.
(601) 268-2331	601-268-2965	accounting@HubCitySPOKES.com	

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(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: 432 Published 2 times

Date 1st Published: July 8 Amt: 51.84

Date 2nd Published: July 15 Amt: 43.20

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 95.04

Proof of Publication Fee: 3.00

TOTAL: 98.04

(signed) Christina Purice
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 15th
day of July, 2021, a Notary Public in
and for the County of Lamar, State of Mississippi

(signed) Katherine H. Bullock



FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH - Demolition NTC
- ☐ 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. on July 22, 2021, in the City Clerk's Office, in the City Hall of said City, for furnishing the City's requirements for the following services, to-wit:

ITEM: DEMOLITION & LOT CLEARING AUGUST 2021

Each individual property will be bid upon for the cost of demolition and the cost of cleaning the real property of garbage, rubbish, debris, and vegetative overgrowth and minor dirt work to leave each property in a condition that is reasonably level for the purpose of ongoing maintenance. Per property pricing shall be specified for each property; the contractor will be responsible for all required permitting, though the permitting cost shall be waived; the contractor shall be responsible for scheduling all utility disconnections; contractor shall be responsible for disposal of all structural debris at a landfill approved by the Mississippi Department of Environmental Quality (MDEQ) due to the possibility of Asbestos Containing Material (ACM) being present. As each designated structure will be bid upon individually, the City reserves the right to withdraw any specific structure(s) up until the commencement of demolition services, without the inclusion of another structure to replace the said structures withdrawn by the City. The contractor shall have ninety (90) days from the date of the Order to Commence by the City to complete the all work. As the demolition/cleaning of each specific property is complete and inspected by the Director of Urban Development or his designee, the contractor may provide invoices for completed properties to receive payment.

SEALED BIDS:

Sealed bids must be received in a sealed envelope which is marked in the lower left-hand corner with the words BID: DEMOLITION AND LOT CLEARING August 2021 and the DATE OF THE BID OPENING, which is July 22, 2021.

Pursuant to City of Hattiesburg Resolution 2020-326, bidders are encouraged to include in their bid whether they are an Emerging Business Enterprise (EBE) or if they intend to utilize EBE's as described in Resolution 2020-326, and if so, the extent of such participation proposed by EBEs.

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 6th of July 2021.

CITY OF HATTIESBURG,
MISSISSIPPI
/s/Kernas Eaton
City Clerk
(SEAL)
Published July 8, 15, 2021



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Sylvester London, Division Manager

cc:

Date: Tuesday, August 17, 2021

Re: Acknowledge receipt of unadvertised bids for Three (3) Bus Stop Shelter Units and accept the bid of Brasco International in the amount of \$29,875.00 as the lowest bid received (Unadvertised bids for construction project
File Number: 2021-962
Minute Book #

Summary

Acknowledge receipt of unadvertised bids for Three (3) Bus Stop Shelter Units and accept the bid of Brasco International in the amount of \$29,875.00 as the lowest bid received (Unadvertised bids for construction project)

Recommendation Statement

I recommend the council acknowledge receipt of unadvertised bids for Three (3) Bus Stop Shelter Units and accept the bid of Brasco International in the amount of \$29,875.00 as the lowest bid received (Unadvertised bids for construction project)

Please place this on the August 17, 2021 City Council meeting for consideration.

SPECIFICATIONS

Bid request is for three (3) professionally engineered bus stop shelter units.

- Two (2) units with the following specifications:
 - “Historical” or “Dutch Hip” style – style equivalent to Handi-Hut model 4-2H
 - Approximate measurements 10’ X 5’
 - Black or bronze metal finish/color for all components with the exception of the wall panels
 - Side and rear wall panel glazing: 1/4” clear acrylic
 - 2-person bench seat with back-rest (assumes installation of bench would leave room for a wheelchair)
- One (1) unit with the following specifications:
 - “Historical” or “Dutch Hip” style – style equivalent to Handi-Hut model 5-2H
 - Approximate measurements 12’4” X 5’
 - Black or bronze metal finish/color for all components with the exception of the wall panels
 - Side and rear wall panel glazing: 1/4” clear acrylic
 - 2-person bench seat with back-rest (assumes installation of bench would leave room for a wheelchair)
- In addition to the dollar amount quote, bidder should submit:
 - Specifications and installation instructions, including drawings that indicate an accommodation for a wheelchair
 - Documentation of the building codes the units are constructed to satisfy
 - Image of the proposed shelter units
 - Image of bench unit included with the bid that best complements the style
 - **ALL BIDS MUST HAVE PRICE, DELIVERY DATE, PRICE EXPIRATION, TOTAL BID PRICE, AND BE SIGNED AND DATED, AS REQUIRED BY LAW TO PROVIDE CONTINUITY OF THE BID PROCESS**

NOTICE OF NON-DISCRIMINATION-City of Hattiesburg

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.



QUOTE

Quote Number: 072921LS01
 Quote Date: July 29, 2021
 Quote Expiration: 30 Days from Quote Date
 Return to: lsweeney@brasco.com

Quoted for:

Stephanie Hall Campos
 City of Hattiesburg
 shall@hattiesburgms.com
 (601) 544-4675

PREPARED BY		PROJECT NAME	PAYMENT TERMS (WITH APPROVED CREDIT)	LEAD TIME	
Lauren Sweeney		Slimline Series Structure	Net 30 Days	± 20 Weeks from Approvals	
QTY	ITEM	DESCRIPTION	UNIT PRICE	TOTAL	
2	SL-0510-F-0-DH-AL-AC	5' x 10' Slimline Series Aluminum Structure Three Sided; Full Side Walls with Open Front Dark Bronze Anodized Aluminum Finish 1/4" Clear Acrylic Wall Panels Standing Seam Aluminum Dutch Hip Roof with 2 1/2" Fascia and Integral Gutter 5' Wall-Mounted Aluminum Bench with Backrest	\$8,975	\$17,950	
1	SL-0512-F-0-DH-AL-AC	5' x 12' Slimline Series Aluminum Structure Three Sided; Full Side Walls with Open Front Dark Bronze Anodized Aluminum Finish 1/4" Clear Acrylic Wall Panels Standing Seam Aluminum Dutch Hip Roof with 2 1/2" Fascia and Integral Gutter 6' Wall-Mounted Aluminum Bench with Backrest	\$9,975	\$9,975	
1	Structural Engineering	Structural Engineering with Stamped Drawings and Structural Calculations for Both SL-0510 and SL-0512 Dutch Hip Shelters	\$1,950	\$1,950	
Option 1	Powder Coat	Powder Coat Painted Aluminum Finish in Lieu of Standard Anodized Finish	\$1,100	Not Included	
Option 2	Solar Lighting	Solar Lighting Package with Solar Panel, Battery, Solar Controller, Vented Aluminum Enclosure, and LED Lighting	\$1,475	Not Included	
Option 3	Display Case	24" x 36" Display Case with Tamper Proof Hardware For Changing Media	\$350	Not Included	
Option 4	Trash Receptacle	32 Gallon Eclipse Perforated Aluminum Trash Receptacle with Bonnet Lid in Powder Coat Painted Finish—RAL TBD	\$675	Not Included	
			Subtotal	\$29,875	
			Freight	Included	
			Total	\$29,875	

This is a quotation on the above products listed and is subject to the conditions noted below.

Prices are subject to change after quote expiration date. Payment terms are subject to change per Brasco's Financial Credit Approval Process.

Offloading shipments is the responsibility of the customer. Please note that a forklift with 8' forks is required unless otherwise noted in writing; all anchoring hardware is included.

Lead time begins after all approvals including drawings, color selections, applicable deposits, etc. Our lead times have temporarily increased due to COVID-19. Our production team is doing everything possible to return our lead times to normal. Thank you for your understanding and patience.

Signature of Acceptance*

Date

Print Name

Title

*The above prices, specifications and conditions are satisfactory and are hereby accepted. Brasco International, Inc. is authorized to proceed with the supply of products as noted. Brasco International, Inc. is a vendor and not a contractor or subcontractor. Brasco International, Inc. is not subject to any payment retainage or liquidated damages. All Brasco standard terms and conditions of sale apply.

We Thank You For Your Business

32400 Industrial Dr. Madison Heights, MI 48071 • P: (313) 393-0393 F: (313) 393-0499
 www.BRASCO.com





American Made. American Trusted. Since 1993.



Bus Shelter RFQ

City of Hattiesburg

Bus Stop Shelters

Bid Date: July 29, 2020 @ 5:00pm

Brasco Contact:

Lauren Sweeney

② 313-393-0393 x211

② lsweeney@brasco.com

② www.brasco.com



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July 29, 2021

Stephanie Hall Campos
City of Hattiesburg, Department of Urban Development
220 W. Front St. 2nd Floor
Hattiesburg, MS 39401

Re: Bus Shelters RFQ

Dear Stephanie,

Brasco International, Inc. is pleased to submit our proposal for Bus Shelters per City of Hattiesburg RFQ documents. Brasco has been a responsible and responsive bidder since 1993, partnering with hundreds of transit agencies as well as contractors on similar projects.

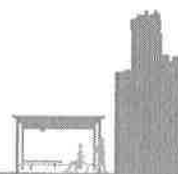
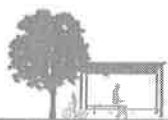
Brasco is a Michigan-based corporation, established over 26 years ago. Our mission is to act as a trusted designer and manufacturer of a full line of aluminum transit, bike, and custom shelters, solar powered lighting solutions, and streetscape furnishings that deliver value, quality, and originality to transit agencies and other markets. The extra work and quality control procedures we have in place help to safeguard for smooth production and installation.

We are confident that the quality of our shelters and the value of our customer service team cannot be surpassed. Brasco has decades of transit shelter experience and the financial resources, fabrication expertise, and the technical equipment to perform this contract.

We appreciate the opportunity and we look forward to working with you and your team in the near future. If you have any questions or require additional information please do not hesitate to contact me.

Sincerely,

Lauren Sweeney
Sales and Marketing Assistant
(313) 393-0393 ext. 211
lsweeney@brasco.com





SLIMLINE SHELTER SPECIFICATION

5' x 10' and 5' x 12' Slimline Series Aluminum Structure

Three Sided; Full Side Walls with Open Front

Dark Bronze Anodized Aluminum Finish

1/4" Clear Acrylic Wall Panels

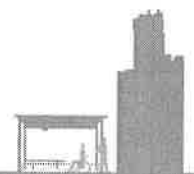
Standing Seam Aluminum Dutch Hip Roof with 2 1/2" Fascia and Integral Gutter

Partial Length Wall-Mounted Aluminum Bench with Backrest and ADA Compliant Area for Wheelchair (Not Pictured)

Structural Calculations Included to Meet Applicable Mississippi Codes

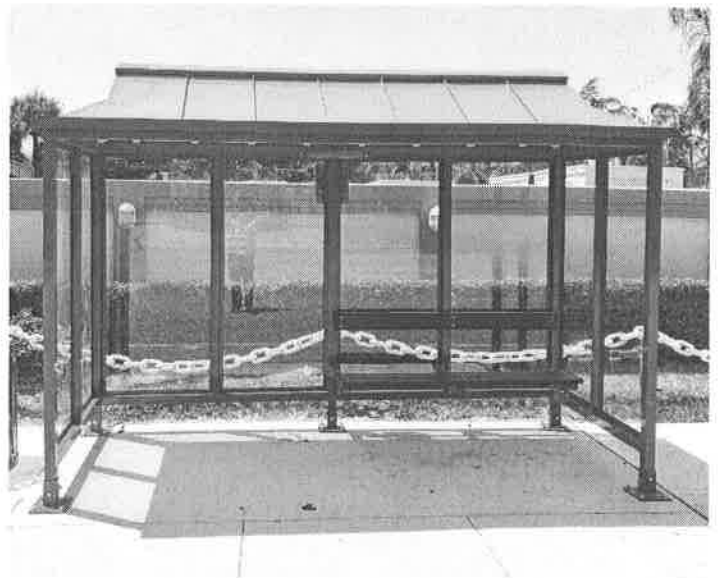


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www.BRASCO.com • sales@brasco.com





SLIMLINE SERIES DUTCH HIP SHELTERS





Brasco International, Inc. ("Brasco") Standard Terms and Conditions of Sale

The Brasco International, Inc. Standard Terms and Conditions of Sale ("Terms and Conditions") are incorporated herein by reference and form part of this agreement. This quotation shall be valid for 30 days unless otherwise withdrawn by Brasco prior to Purchaser accepting. Purchaser's issuance of either a purchase order or an acceptance shall constitute an acceptance of the Brasco Terms and Conditions. Acceptance shall be in writing. Any additional terms or modifications to the Brasco Terms and Conditions proposed by Purchaser, whether in a purchaser order or otherwise, are expressly rejected by Brasco and not part of the agreement between Brasco and Purchaser. The agreement between Brasco and the Purchaser shall be referred to herein and in the Brasco Terms and Conditions as the "Contract". This quote constitutes an offer to sell products and services on terms expressed herein and shall be construed as inviting acceptance from the Purchaser.

Terms of Payment. Notwithstanding anything contained herein, payment shall be due in accordance with the terms of Brasco's Acknowledgment ("Acknowledgment"), which will be generated upon receipt by Brasco of the Purchaser's signature on the Quote or receipt by Brasco of the Purchaser's signature on the Acknowledgment. An invoice will be generated by Brasco pursuant to the terms of payment under the Contract once Brasco has completed the Order, and the due date for the payment of balance due under the Contract shall be on the invoice.

Warranties. Components not manufactured by Brasco shall be covered by their relevant manufacturer's warranty only. Brasco Products must be installed in accordance with Brasco's installation instructions. The workmanship, design and machined components on the Products are warranted to conform to the applicable specifications and to be free from defects in workmanship and materials for the relevant period listed in Fig. 1. All warranties begin from the date of delivery (DOD). Brasco will transfer ownership and good title to the Products free and clear of liens and rights of third parties. **THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, ARISING BY LAW OR CUSTOM, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALL IMPLIED WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.**

FIG. 1: STANDARD PRODUCT WARRANTIES FROM DATE OF DELIVERY

General Product Workmanship	1 Year
Powder Coat Finish	2 Years for Aluminum Products, 1 Year for Steel Products
Solar Panels	2 Years Per Manufacturer's Warranty
Solar Lighting Mounting Hardware	1 Year
LED Light Fixture & Engine	3 Years
Wire Harnesses and Connectors	3 Years
Solar Charge Controller	3 Years
Solar Batteries	3 Year Proration (0-12 months: 100%, 13-24 months: 50%, 25-36 months: 25% refunded / applied). Sealed lead acid batteries will self-discharge in storage. Batteries should be stored indoors at a recommended 68 degrees Fahrenheit for max. shelf life. <u>Batteries should be installed no later than 3 months of delivery or battery warranties will be void.</u>

Limited Remedies. Any warranty claims by Purchaser shall be communicated to Brasco in writing. Failure by Purchaser to give written notice of claim within the stated warranty period shall be deemed an absolute and unconditional waiver of Purchaser's warranty claim. Purchaser's sole and exclusive remedy for a valid warranty claim is either repair or replacement of the Products or a full refund of the price paid by Purchaser for the Products (which remedy shall be selected by Brasco). The remedy does not include the cost of installation, removal, dismantling, or reinstallation and is limited to replacement parts. Shipping and handling fees are not included under warranty terms and are the responsibility of the Purchaser. Purchaser will provide Brasco with access to all available warranty data and the Products. Purchaser will also provide Brasco with an opportunity to participate in root cause analysis performed by Purchaser concerning the Products. Brasco shall have no liability to the extent Products are or have been: (a) modified by Purchaser or a third party; (b) modified by Brasco at Purchaser's request; (c) made to specifications not provided by Brasco; (d) used or installed in a way not known to Brasco or operated under conditions not known to Brasco; or (e) subject to misuse, abuse or improper storage, installation or maintenance.

Payment Late Charges, Certain Remedies and Recovery of Expenses. Except as otherwise provided in the Acknowledgment, all payments are due thirty (30) days from the date of Brasco's invoice and shall be paid in United States currency. Purchaser shall pay a charge equal to the lesser of (i) the highest rate allowable by law or (ii) 1.5% per month (18% per annum) of the unpaid balance with respect to any late payments. In addition, Purchaser shall pay all costs and expenses incurred by Brasco, including actual attorney's fees, which were incurred in connection with enforcing the Contract and/or collecting any past due payments. Brasco shall have the right of setoff, the right to terminate the Contract and/or the right to suspend further deliveries under the Contract and/or other agreements with Purchaser, the right to recover damages in addition to any other remedies available to Brasco as a matter of law, in the event Purchaser fails to make any payment when due. Brasco may require full or partial payment in advance of shipment if, in Brasco's opinion, the credit or financial condition of Purchaser is, or is about to become, impaired. If Purchaser requests delayed shipment, Brasco may bill for Products when ready for shipment and charge reasonable daily storage fees. Purchaser shall not have any right of setoff against Brasco. The remedies available to Brasco for Purchaser's breach are intended to be as flexible as permissible and cumulative to the fullest extent permissible and no choice of any one or more remedies is intended to constitute an election of remedies which would limit the ability to assert other remedies.



Brasco International, Inc. ("Brasco") Standard Terms and Conditions of Sale

Limitation of Liability:

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, EXCEPT FOR BREACH OF OBLIGATIONS OF CONFIDENTIALITY OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND ARISING FROM OR RELATING TO THE OBLIGATIONS UNDER THIS CONTRACT. THE TERM "CONSEQUENTIAL DAMAGES" SHALL INCLUDE, BUT NOT BE LIMITED TO, LOSS OF ANTICIPATED PROFITS, LOSS OF USE, LOSS OF REVENUE AND COST OF CAPITAL. NEITHER PARTY MAY BRING ANY ACTION, REGARDLESS OF FORM, ARISING OUT OF TRANSACTIONS UNDER THE CONTRACT, MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ACCRUED. EXCEPT FOR PERSONAL INJURY OR DEATH DUE TO BRASCO'S MISCONDUCT, the parties agree that the total damages that can be awarded in any claim by PURCHASER relating to BRASCO's obligations under this CONTRACT (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE), shall not exceed the combined total of amounts paid by PURCHASER to BRASCO under the CONTRACT. THE PARTIES EXPRESSLY AGREE THAT THE ABOVE LIMITATIONS ON LIABILITY PROVISIONS SHALL REMAIN IN FULL FORCE AND EFFECT EVEN IF IT IS FOUND THAT PURCHASER'S EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Cancellation. A. Purchaser may cancel an order for "Convenience" via written notice to Brasco within 5 business days from the date of receipt by Brasco of the Purchaser's signature on the Quote or receipt by Brasco of the Purchaser's signature on the Acknowledgment and no cancellation fee shall be due Brasco. Cancellations of orders for reasons other than for Convenience as referred to above must be in writing and agreed to in advance by Brasco. Such cancellations are subject to a cancellation charge equal to the greater of the actual costs incurred by Brasco during the performance period or a 50% cancellation fee.

Shipping and Delivery. Brasco shall not be liable for delays or failure in performance when caused by circumstances beyond Brasco's reasonable control. If Purchaser does not provide shipping and routing instructions, Brasco shall be the sole judge of the best method of routing shipment. All sales of Products are F.O.B. Brasco's plant. Risk of loss of the Products shall transfer to Purchaser upon delivery of the Products to the common carrier.

Modifications and Delays. Brasco reserves the right to modify or change portions of this Contract should any assumptions specified be determined to be incorrect, or if new/ additional information relative to this Contract become available.

Termination by Brasco. In addition to any other rights to terminate the Contract or suspend performance under the Contract, (A) Brasco may, upon written notice to Purchaser immediately terminate all or any part of the Contract or suspend performance under the Contract, without any liability to the Purchaser and without waiving its right to damages, (a) if Purchaser (i) repudiates, breaches, or threatens to breach any of the terms of the Contract, (ii) fails to accept or threatens not to accept Products in accordance with the Contract, (iii) fails to make timely payment, or (b) upon the occurrence or threat of insolvency or bankruptcy of Purchaser; (B) Purchaser shall purchase and pay Brasco immediately for all unique raw materials, work in process and finished goods under the Contract; (C) Purchaser shall reimburse Brasco for all preparation and other expenses incurred by Brasco and/ or its subcontractors in connection with the Contract and for all other losses and costs arising from the termination.

Lead Times. Lead time is the window of time necessary to complete an order, after the approvals process is complete. The approvals process includes satisfying Brasco's credit terms and written approval of Brasco's preliminary engineering drawings. Once all approvals are complete, the lead time begins, wherein detailed engineering paperwork is completed, stamped calculations are ordered, material is purchased, and the order is fabricated. For orders that endure a lengthy approvals process, lead times may shift between the time the order was placed and approved. Additionally, third party lead times and availability can directly impact Brasco's lead times, therefore Brasco shall not be liable for any damages (actual or liquidated) caused by acts outside of its control that arise from third party suppliers.

Change Orders. Design, material, finish and quantity changes by the Purchaser to an order after preliminary engineering approval drawings are provided by Brasco are subject to a Change Order fee. Fees include a minimum administrative fee of \$105.00, with relevant material cost and additional labor fees applied.

Purchaser Approvals. In accordance with the terms of this Contract, Purchaser agrees to timely execute and return to Brasco an approval of each set of drawings provided to Purchaser by Brasco including, but not limited to, Preliminary Elevation Drawings and Detailed Engineering Drawings. Failure by the Purchaser to timely execute and return to Brasco an approval of drawings provided by Brasco negatively affects lead time of the order and if same occurs, Brasco in its sole discretion shall have the unilateral right to increase the lead time to complete and deliver the order to the Purchaser or terminate the Contract.

Rejections and Returns. Purchaser will be deemed to have inspected and accepted all delivered Products unless written notice of rejection specifying the basis therefore in reasonable detail, is provided to Brasco within 10 days after delivery. Purchaser may not return Products that are not timely rejected without Brasco's prior written approval.

Taxes. A 6% Sales tax will be billed to Michigan businesses, entities and municipalities as applicable under Michigan State law. If your business is tax exempt, please provide a Sales Tax-Exempt Certificate. Sales tax will not be billed to businesses, entities and municipalities outside the jurisdiction of the State of Michigan and is the sole responsibility of said entity to pay within its respective jurisdiction where applicable.

Governing Law, Jurisdiction and Venue. The Contract shall be governed by and construed in accordance with the laws of the State of Michigan without reference to the choice of law principles thereof. Each party irrevocably submits to the jurisdiction of the Courts of the State of Michigan and the United States District Court for the Eastern District of Michigan and hereby waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding.

Severability. If any provision of this Agreement is or becomes illegal, void or invalid, that shall not affect the legality and validity of the other provisions.



3 GRUNWALD STREET CLIFTON, NJ 07013 - 973-614-1800 - FAX: 973-614-8011

Stephanie Hall Campos
City of Hattiesburg
Ph: 601-545-4675
July 29, 2021

Q U O T A T I O N
HANDI-HUT OUTDOOR SHELTERS

Two (2) Model #4-2H (10'-0" x 5'-0") with aluminum standing seam Historical roof. 5' bench/backrests included. Walls glazed with 1/4" clear acrylic in lieu of glass. Shelters to be engineered to meet local building codes. Engineered drawings and calculations signed and sealed by A professional engineer licensed in the state of Mississippi **\$9,405 Each**

One (1) Model #5-2H (12'-4" x 5'-0") with aluminum standing seam Historical roof. 7' bench/backrest included. Walls glazed with 1/4" clear acrylic in lieu of glass. Shelters to be engineered to meet local building codes. Engineered drawings and calculations signed and sealed by A professional engineer licensed in the state of Mississippi

\$10,940

Freight to Hattiesburg (Total for 3 units to one location) **\$3,670**

Total Bid Price \$33,420

NOTE:

LEAD TIME WILL BEGIN UPON RECEIPT OF WRITTEN ORDER. CREDIT CARD PAYMENTS WILL INCUR A 3% FEE. PRICES DO NOT INCLUDE SALES OR OTHER TAXES, FREIGHT (UNLESS QUOTED), PERMITS, OR INSTALLATION. IT IS THE CUSTOMER'S RESPONSIBILITY TO UNLOAD THE DELIVERY TRUCK. A LOADING DOCK AND/OR FORKLIFT WILL BE REQUIRED. SITE SPECIFIC ENGINEERED DRAWINGS AND CALCULATIONS FOR BUILDING CODE COMPLIANCE AVAILABLE AT ADDITIONAL COST (IF REQ'D).

ALUMINUM: 6063 - T52 ALLOY, 313 DARK BRONZE ANODIZED FINISH
GLAZING: 1/4" CLEAR ACRYLIC
ROOF PANELS: 11" ATAS DUTCH SEAM DECKING-BLACK KYNAR FINISH

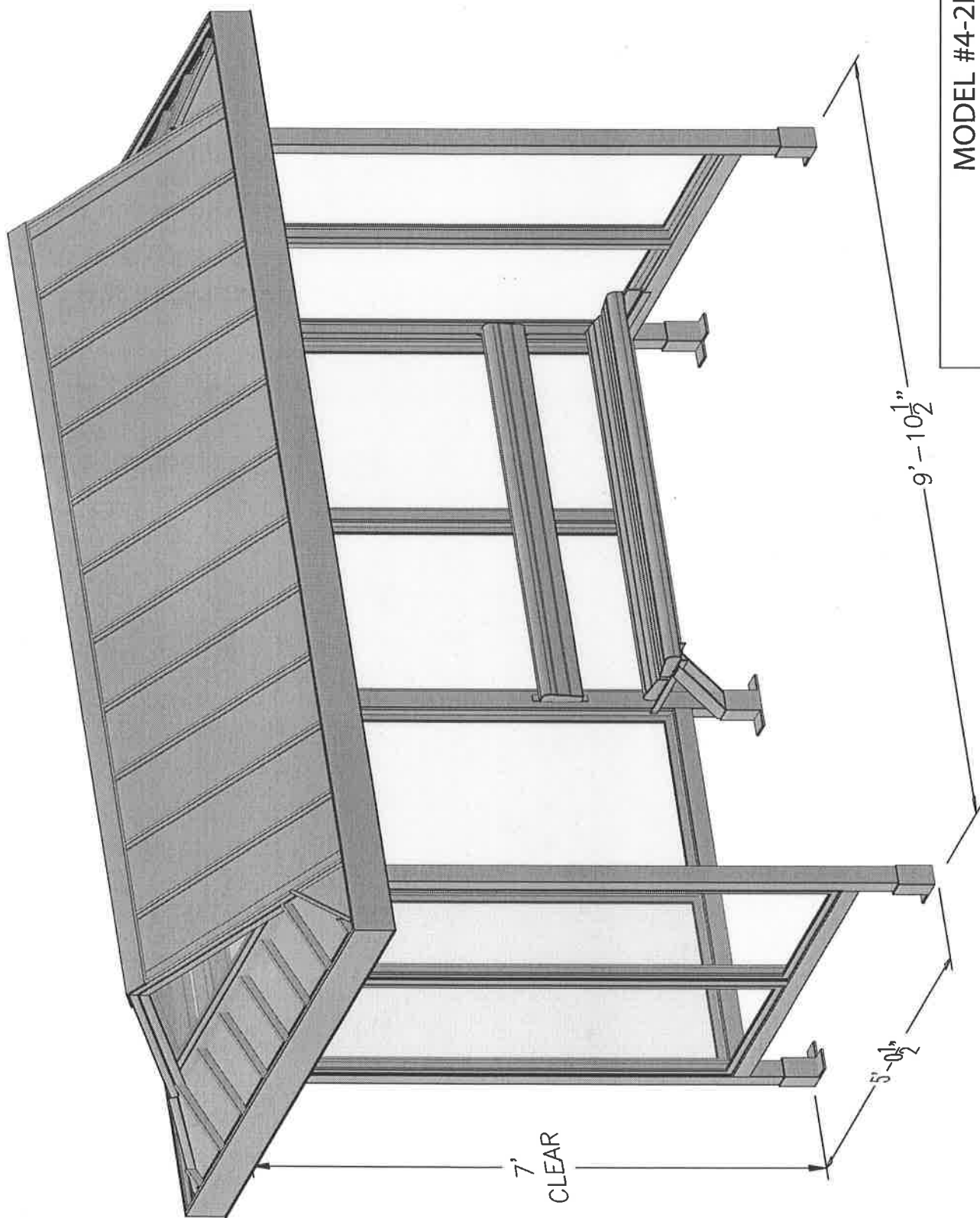
ACCEPTED BY: _____ PRINT NAME _____ DATE: _____

LEAD TIME: APPROXIMATELY 14-16 WEEKS AFTER RECEIPT OF WRITG TEN ORDER AND APPROVED SUBMITTALS (IF REQUIRED). (LEAD TIME SUBJECT TO CHANGE AND DOES NOT INCLUDE TIME IN TRANSIT)

TERMS: NET 45. ALL PRICES F.O.B. CLIFTON, NEW JERSEY. PRICES AND DELIVERY STATED HEREIN ARE NOT VALID AFTER THIRTY (30) DAYS FROM DATE SHOWN ABOVE UNLESS RECONFIRMED IN WRITING BY HANDI-HUT.

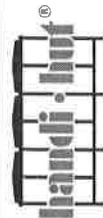
WARRANTY: SHELTERS SHALL BE GUARANTEED AGAINST ANY DEFECTS IN MATERIAL AND/OR WORKMANSHIP FOR 1 FULL YEAR FROM DELIVERY DATE. HANDI-HUT LIMITS IT'S LIABILITY TO SHIPMENT OF REPLACEMENT OF PARTS ONLY, LABOR NOT INCLUDED.

QUOTED BY: Justin PRINT NAME Justin DATE: 7/29/21

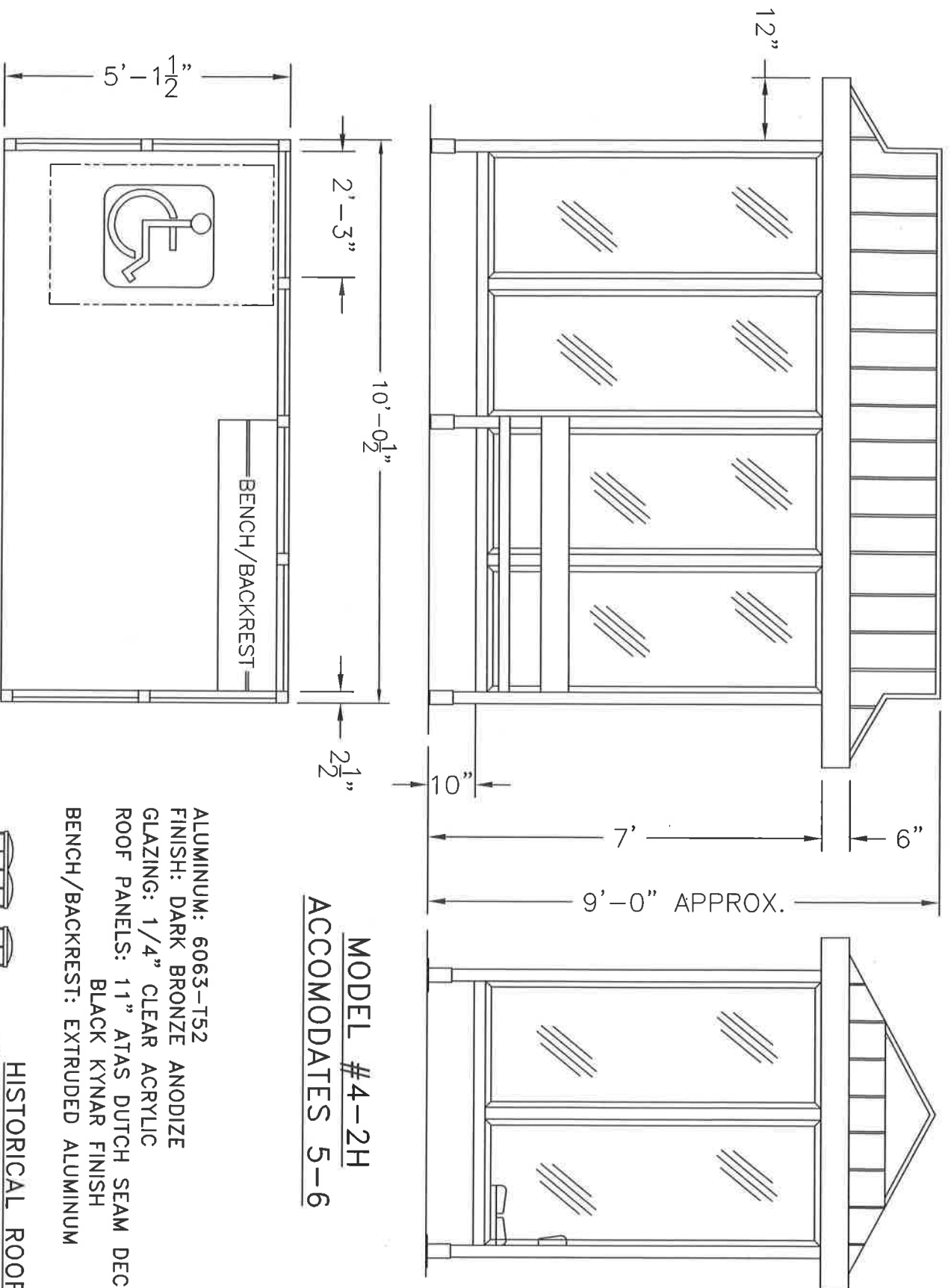


SCALE=1:20

MODEL #4-2H
ACCOMODATES 5-6



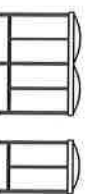
3 Grunwald St. Clifton, NJ
07013
Tel: 800-603-6635
www.handi-hut.com



MODEL #4-2H
ACCOMODATES 5-6

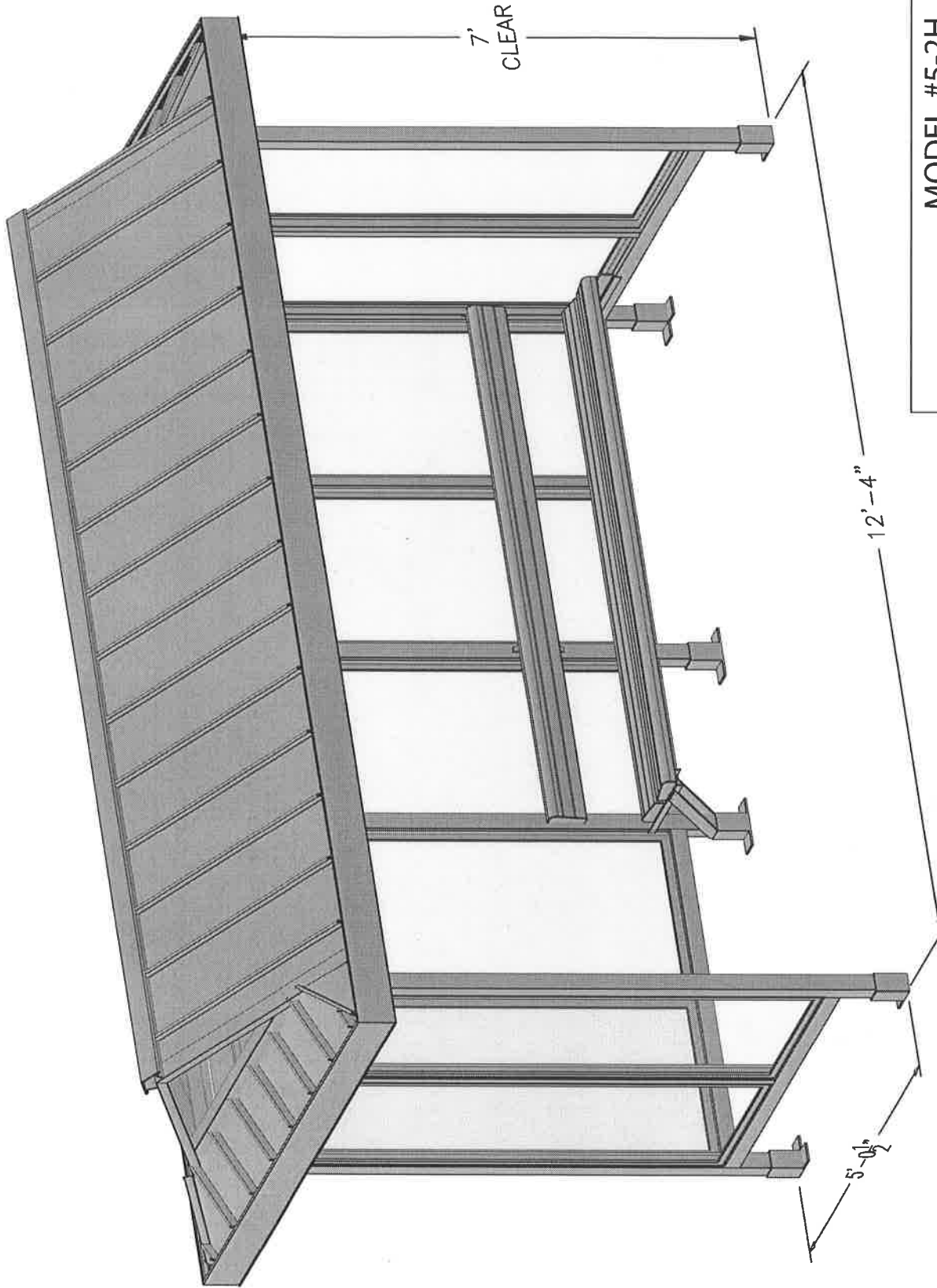
ALUMINUM: 6063-T52
 FINISH: DARK BRONZE ANODIZE
 GLAZING: 1/4" CLEAR ACRYLIC
 ROOF PANELS: 11" ATAS DUTCH SEAM DECKING-
 BLACK KYNAR FINISH
 BENCH/BACKREST: EXTRUDED ALUMINUM

HISTORICAL ROOF
 PASSENGER SHELTER



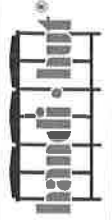
handi-hut inc. PH: 800-603-6635

RECOMMENDED PAD SIZE-12'-0" X 7'-0" X 6" THICK MINIMUM

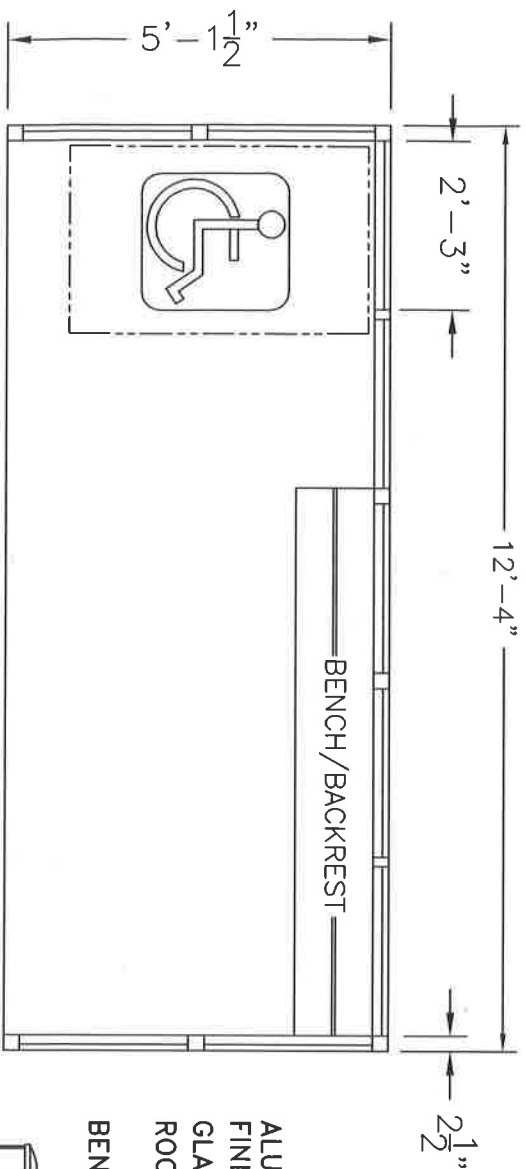
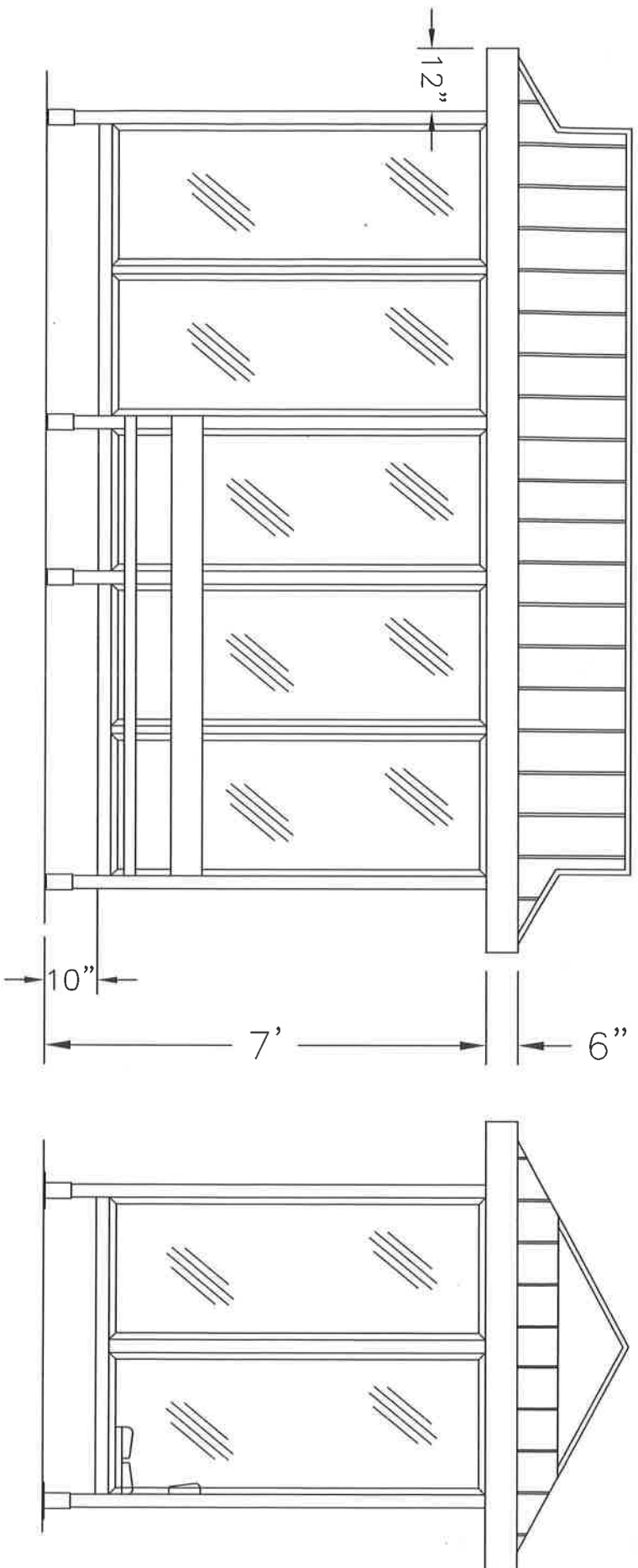


SCALE=1:22

MODEL #5-2H
ACCOMODATES 6-7

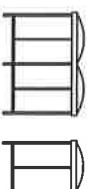


3 Grunwald St. Clifton, NJ
07013
Tel: 800-603-6635
www.handi-hut.com



MODEL #5-2H
ACCOMODATES 6-7

ALUMINUM: 6063-T52
FINISH: DARK BRONZE ANODIZE
GLAZING: 1/4" CLEAR ACRYLIC
ROOF PANELS: 11" ATAS DUTCH SEAM DECKING-
BLACK KYNAR FINISH
BENCH/BACKREST: EXTRUDED ALUMINUM

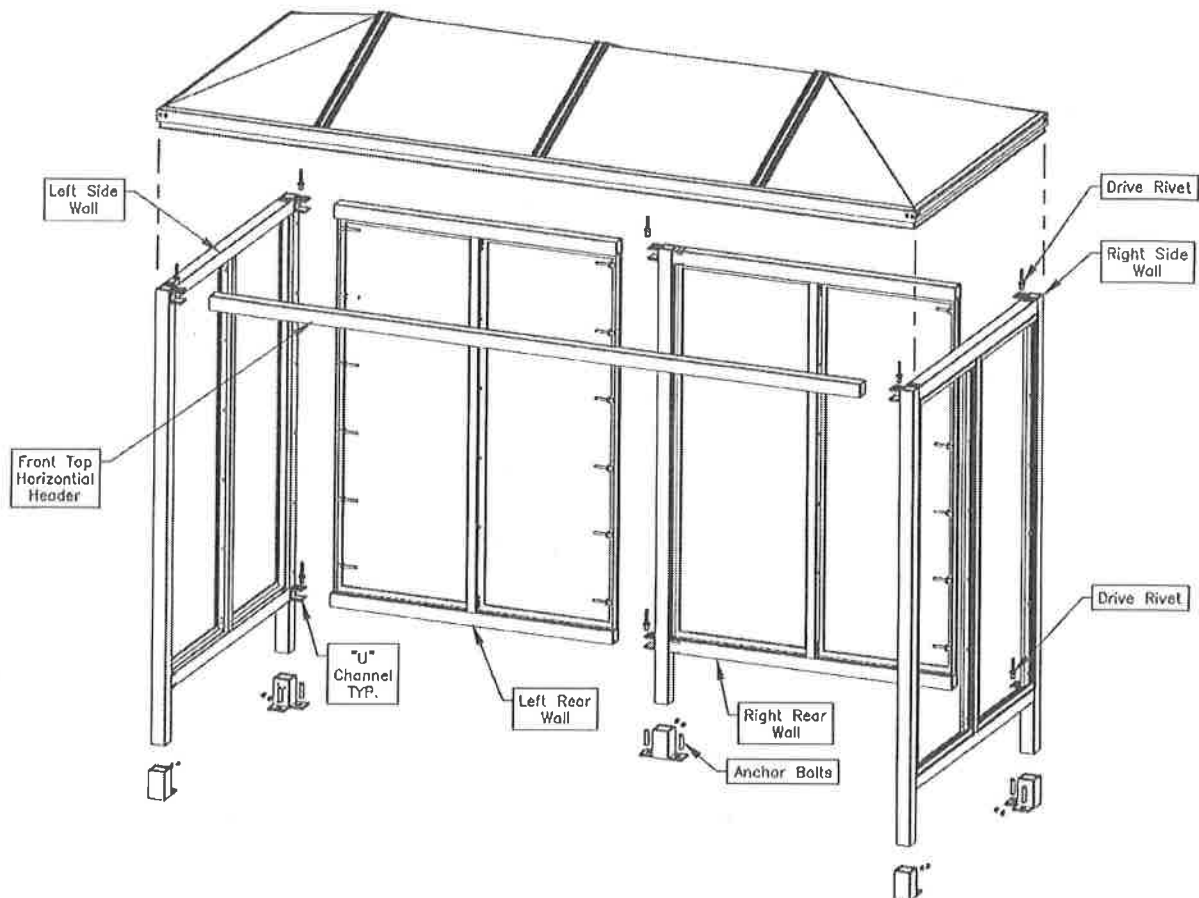


HISTORICAL ROOF
PASSENGER SHELTER

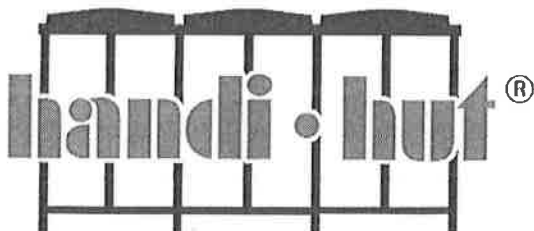
handi-hut inc. PH: 800-603-6635

RECOMMENDED PAD SIZE-14'-0" X 7'-0" X 6" THICK MINIMUM

HYPOTHETICAL SHELTER SHOWN



Concrete pads shall include the construction of 6" thick Portland Concrete cement pads and the sub grade therefore. Construction of concrete pads and curbing shall be identical to that used for concrete sidewalks. The Contractor shall excavate the existing materials so that the concrete pad can be placed such that the last layer will be at the existing grade. Any edges of the existing pavement that the concrete pad meets will be filled or cut so that the edges are straight and clean.



Three Grunwald St. Clifton, New Jersey 07013
TEL: 973-614-1800 · 1-800-603-6635 · FAX: 973-614-8011
WEBSITE: www.handi-hut.com · E-MAIL: staff@handi-hut.com

SHELTER ON-SITE INSTALLATION INSTRUCTIONS

Customer:

Wall sections are marked as follows: RIGHT SIDE, RIGHT REAR, LEFT SIDE, LEFT REAR and WINDSCREEN (optional). A wall section may have one or more panels, depending on shelter model. Wall sections must be installed with the glazed panels flush to the outside of the shelter. Concrete surface should be level with a maximum of 3" vertical variation.

CONNECTING WALL SECTIONS (Fig. 1)

Start with right side and right rear wall sections. Set vertical posts into anchor flanges with flanges oriented as shown in drawing. Engage top and bottom horizontal mullions of rear wall section over "U" channels at top and bottom of rear corner post of side wall. Drill through top and bottom horizontal mullion of rear wall section into the "U" channels with a "G" size drill bit (.257" dia.). Locate holes approx. as shown in Fig. 1. Fasten with supplied 1/4" x 3/8" drive rivets, driving rivets with hammer. Repeat for balance of wall sections and the front top horizontal mullion. If windscreen is included, attach two top front horizontal mullions to both sides of windscreen and front top corners of side wall sections. With a pop rivet gun, secure vertical panel sub-frames to all vertical posts where wall sections are field connected with supplied short 3/16" dia. (#64) pop rivets. (Note: It is not required to chase holes into vertical posts for these rivets – posts are factory slotted to readily accept rivets for fast field installation).

ROOF (all styles except Historical): Fig. 2, 3, 4, or 5

Set roof assembly onto wall sections. Make sure the majority of the drain holes inside roof fascia are towards rear of the shelter. From inside shelter, chase through pre-drilled holes on inside lip of roof fascia into the top horizontal mullions of wall sections, including top front horizontal mullion. Use #11 drill bit (.191" dia.). Fasten with supplied long 3/16" dia. (#68) pop rivets.

ROOF (Historical only): Fig. 6

Set roof assembly onto wall sections. Make sure the majority of the drain holes inside roof fascia are towards rear of the shelter. Align perimeter of inside roof frame to perimeter of top wall headers. From inside of shelter attach 1/4" x 3" roof connecting plate to wall headers and roof frame using #12 x 1 1/4" TEK (self drilling) screws approx. 18" O.C. (4 sides)

LEVELING SHELTER:

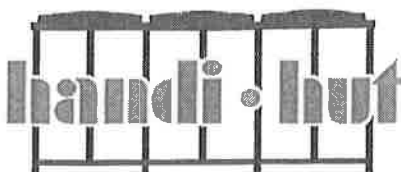
With shelter in correct location on concrete surface, put bubble leveler on bottom horizontal mullions. If surface is not level, shim shelter to a maximum of 3" vertically with wedges, bumper jack, etc. to obtain and hold level position. Chase through two pre-drilled holes on each anchor flange into vertical posts with a "G" drill bit (.257" dia.). Fasten with supplied 1/4" x 1/2" drive rivets, two per flange. Remove leveling devices.

SECURING TO CONCRETE SURFACE: Fig. 7, 8, 9

Make sure all wall sections are plumb and square. Mark concrete surface through anchor flange holes. Drill 1/2" dia. holes into concrete surface. An electric drill hammer is required. Hammer supplied 1/2" dia. expansion bolts into holes leaving no less than 3/4" exposed thread above surface. Secure with supplied washers and nuts turning nuts till tight. Peen exposed thread.

BENCH / BACKREST:

See **Fig. 10** for securing bench / backrest.



Three Grunwald St. Clifton, NJ 07013

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Web: www.handi-hut.com – E-mail: staff@handi-hut.com

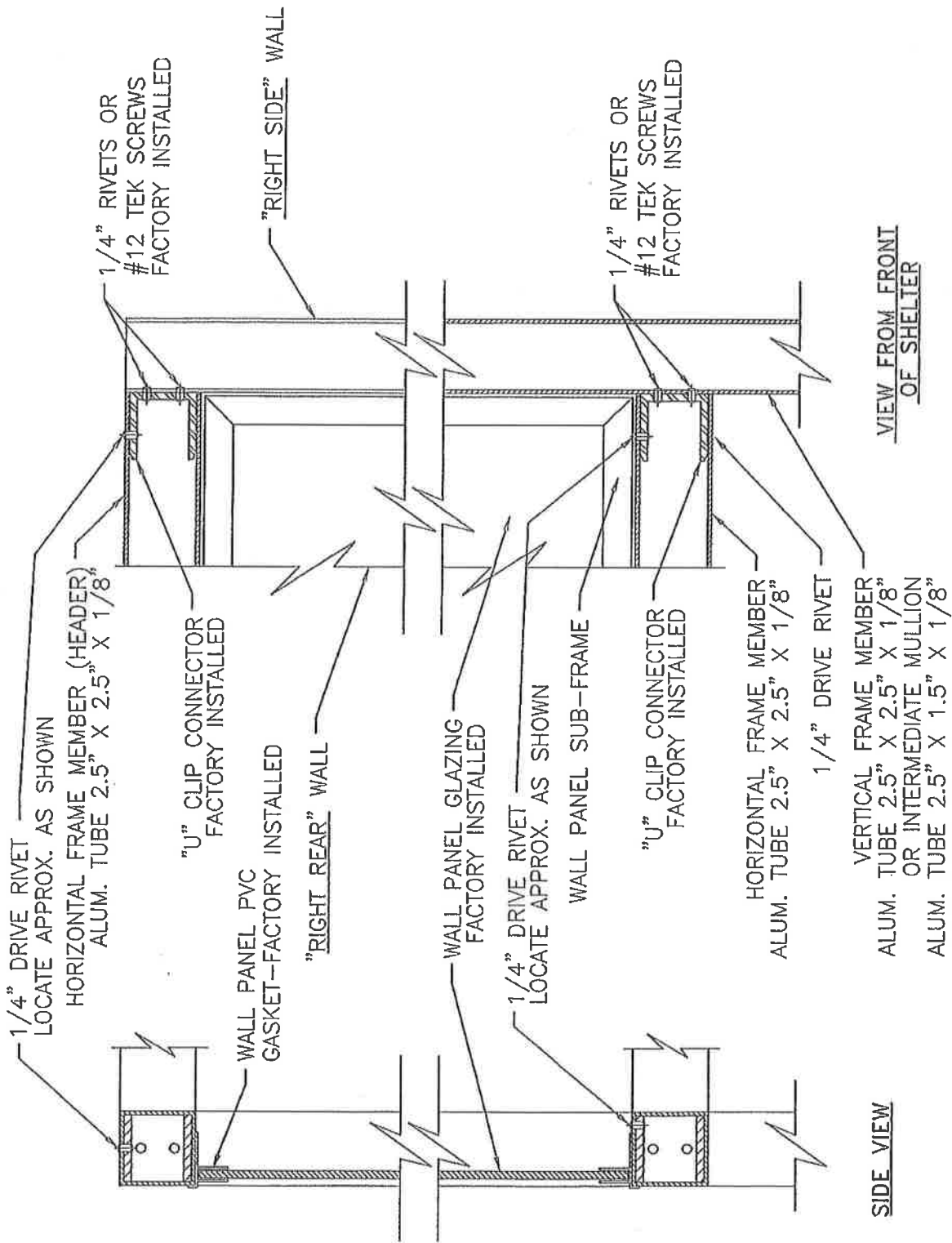
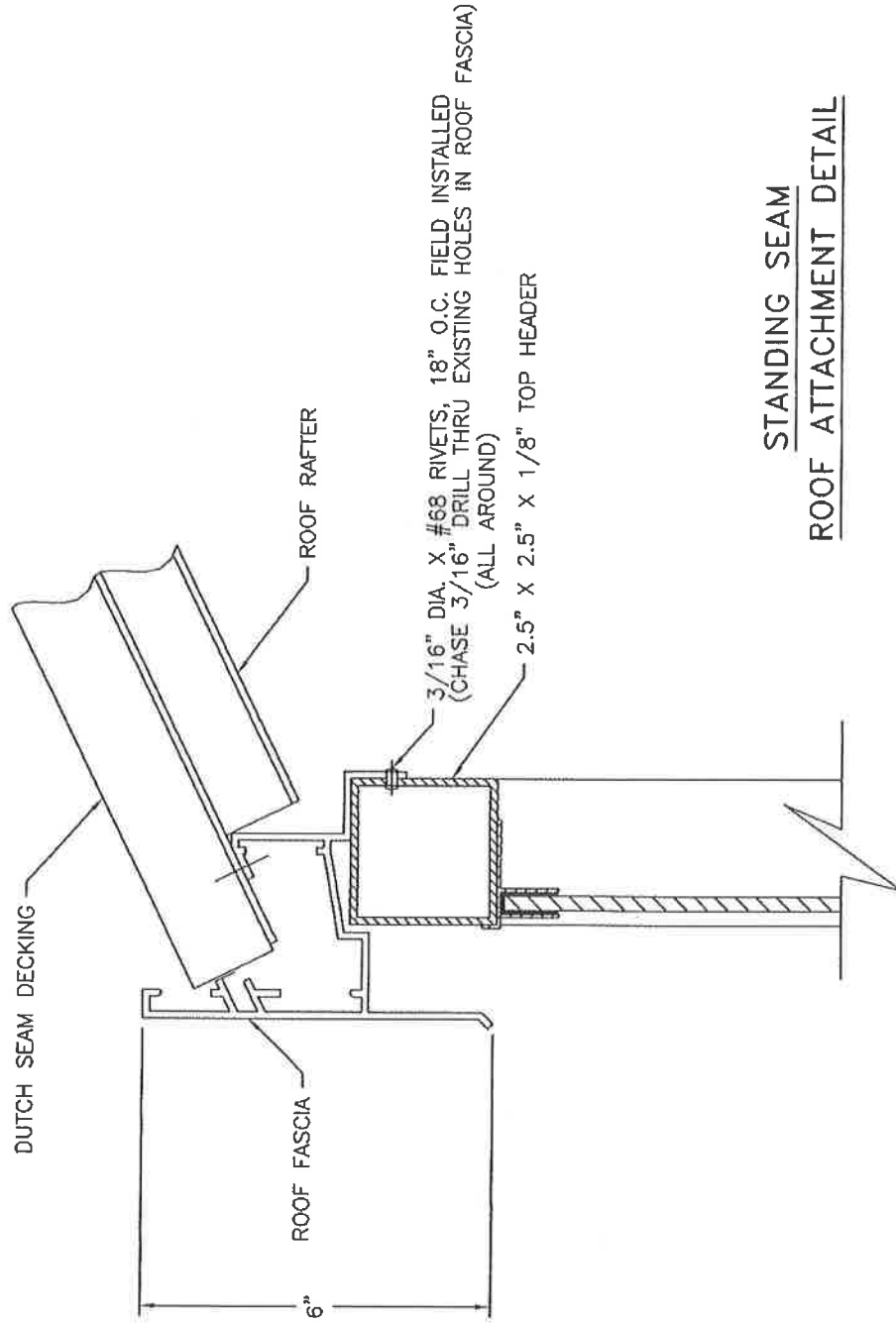


FIG. 1



WALL PANEL CONNECTION DETAIL
TYPICAL FOR ALL
WALL PANEL CONNECTIONS

handi-hut inc.
3 GRUNWALD ST. CLIFTON, NJ 07013
973-614-1800 FAX: 973-614-8011

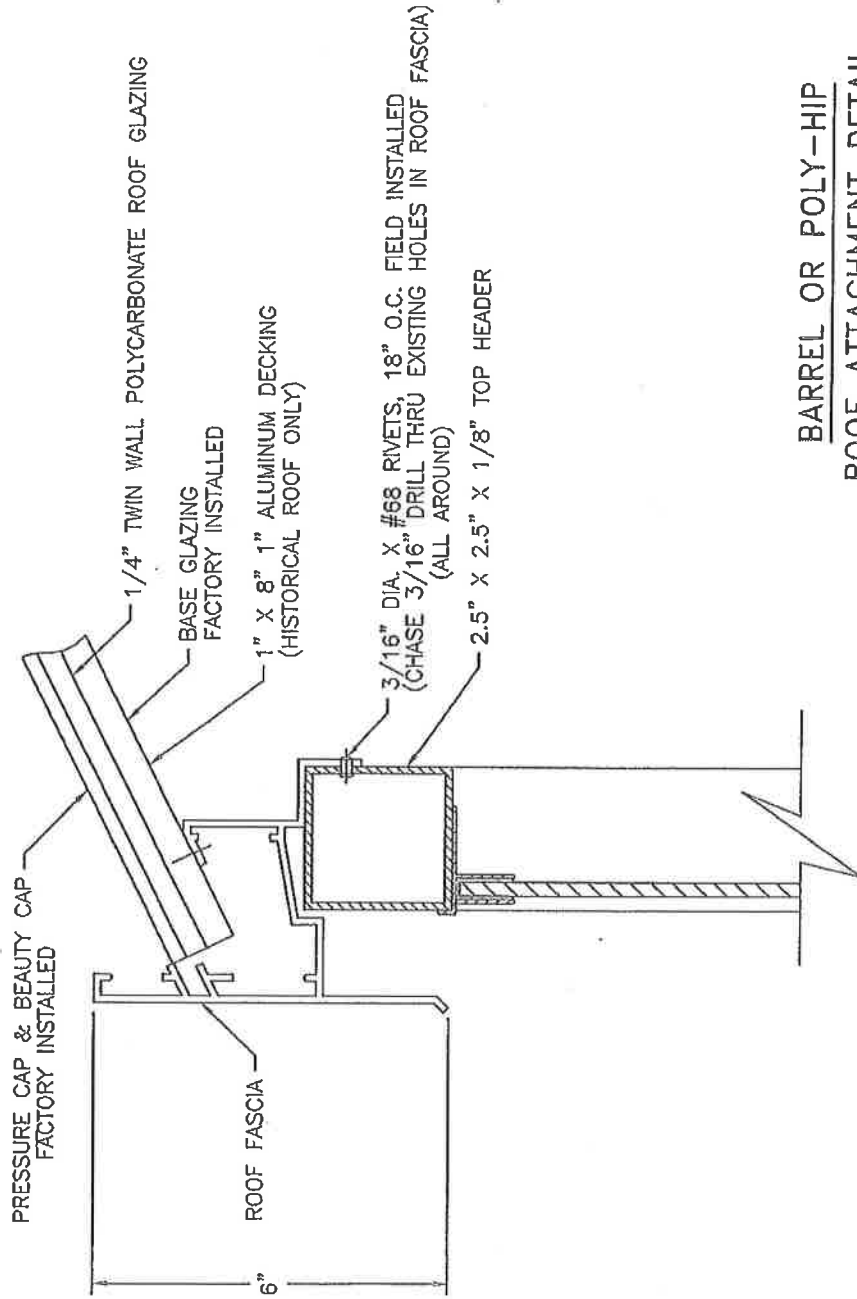


STANDING SEAM
ROOF ATTACHMENT DETAIL

FIG. 3



handi-hut inc. 3 GRUNWALD ST. CLIFTON, NJ 07013
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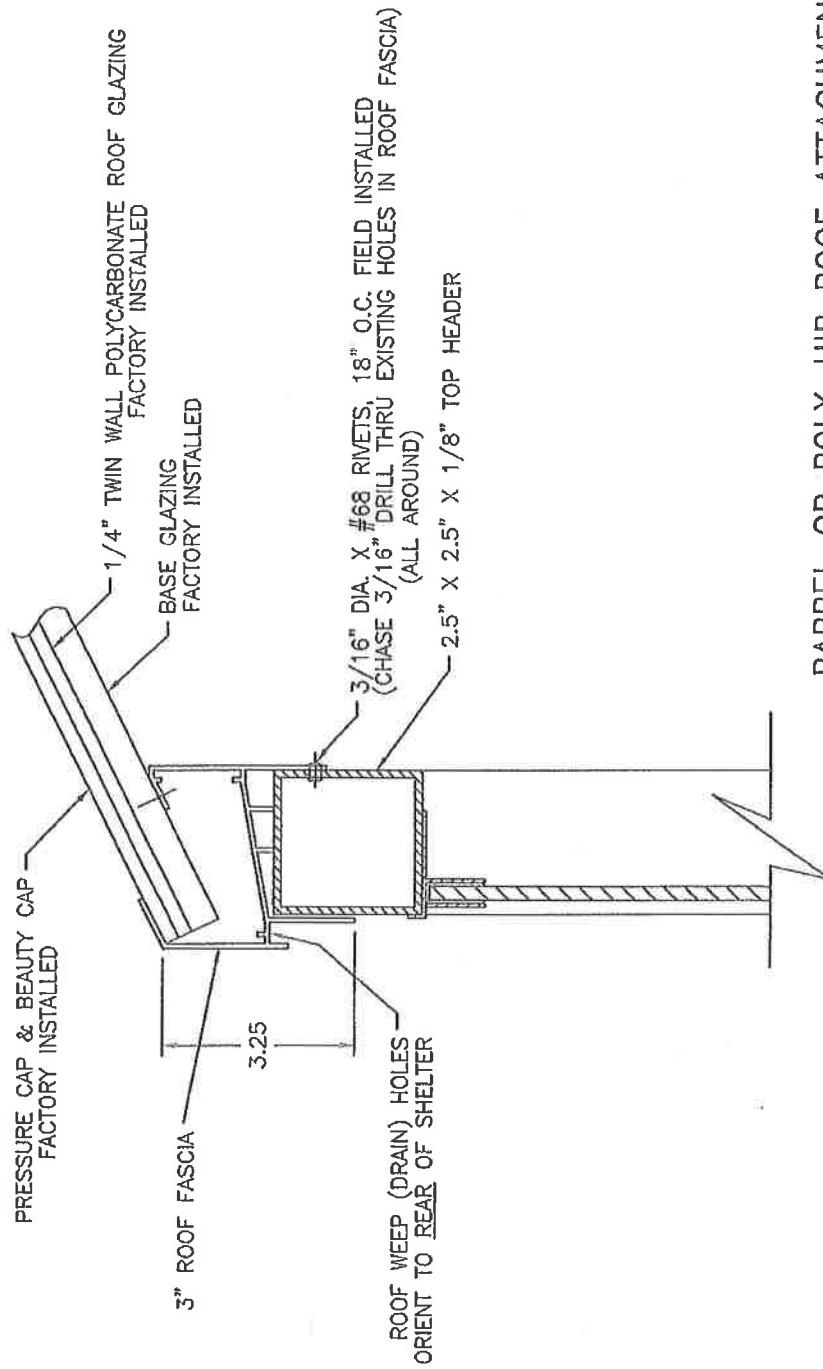


BARREL OR POLY-HIP
ROOF ATTACHMENT DETAIL
6" FASCIA

FIG. 4



handi-hut inc. 3 GRUNWALD ST. CLIFTON, NJ 07013
973-614-1800 FAX: 973-614-8011

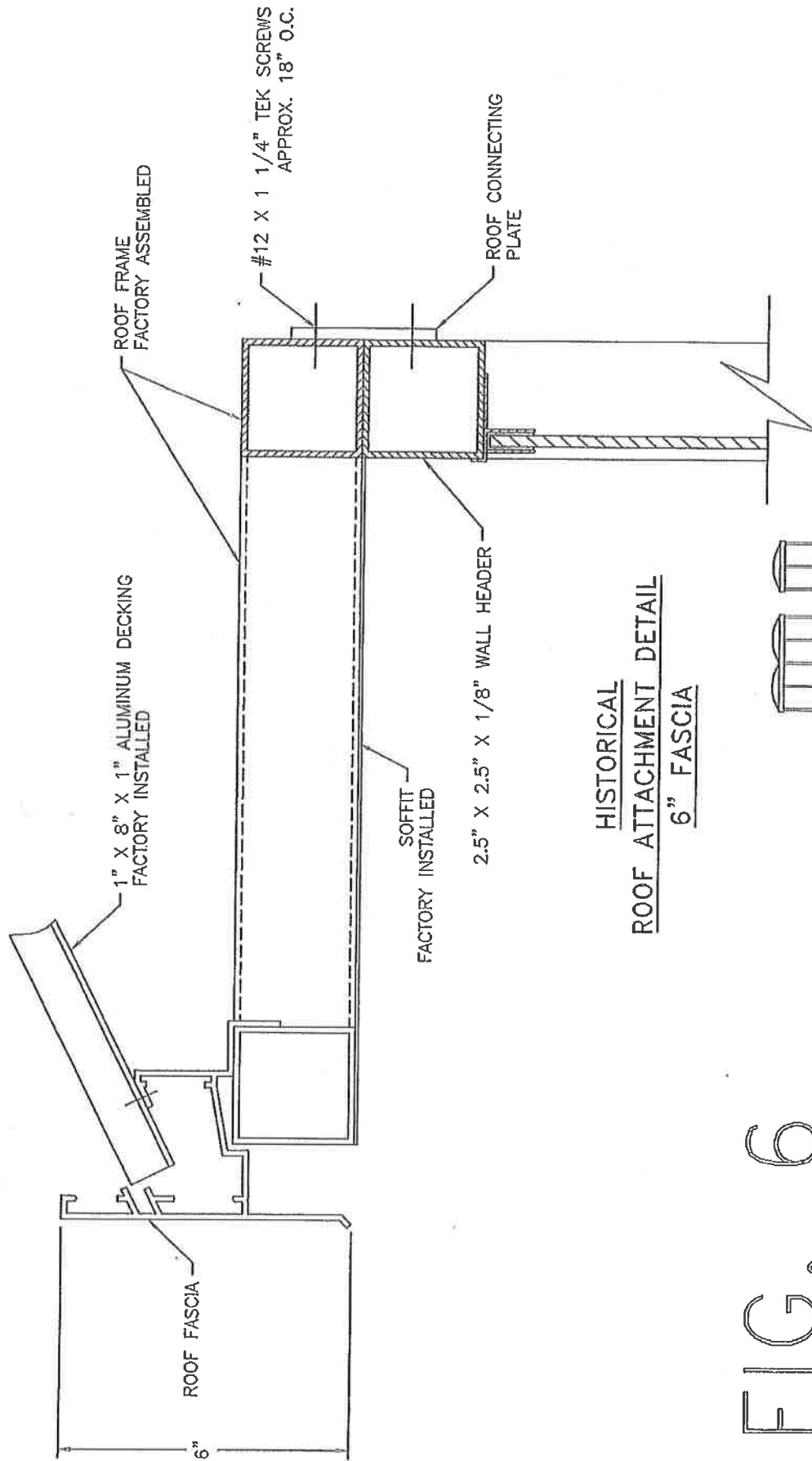


BARREL OR POLY-HIP ROOF ATTACHMENT DETAIL
3" FASCIA

FIG. 5



handi-hut inc. 3 GRUNWALD ST. CLIFTON, NJ 07013
 973-614-1800 FAX: 973-614-8011



HISTORICAL
ROOF ATTACHMENT DETAIL
6" FASCIA

FIG. 6



handi-hut inc. 3 GRUNWALD ST. CLIFTON, NJ 07013
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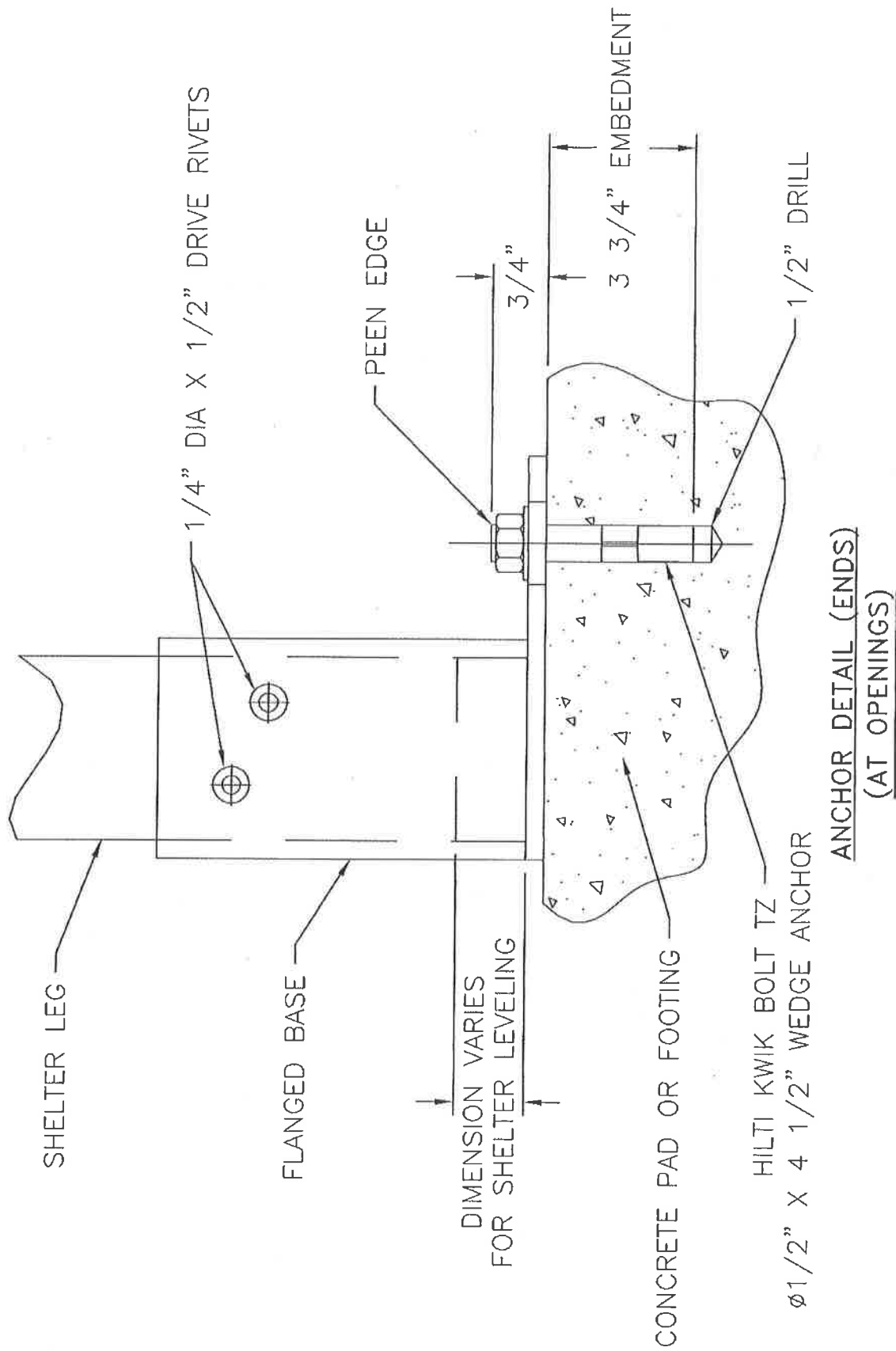
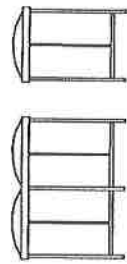
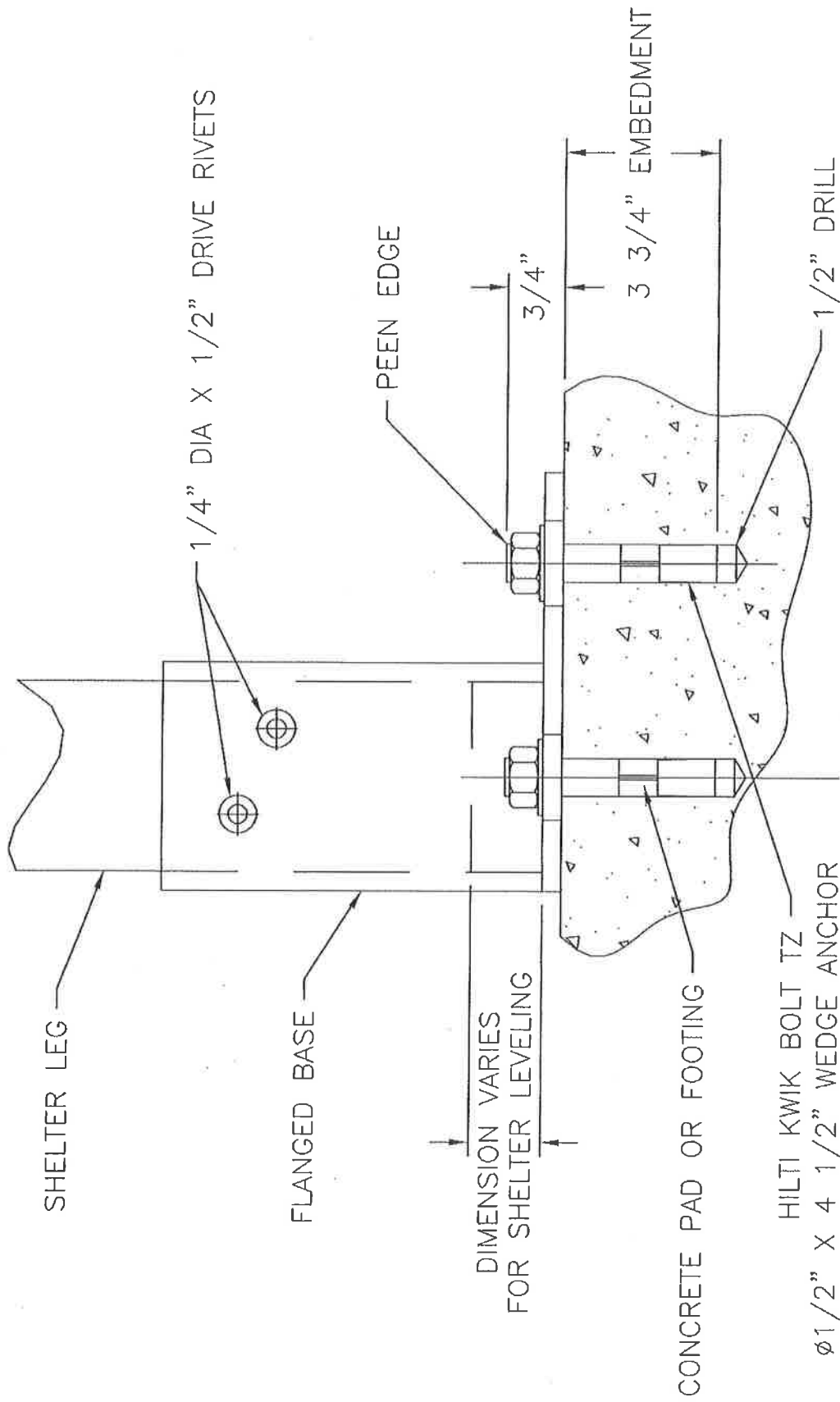


FIG. 7



handi-hut inc. 3 GRUNWALD ST. CLIFTON, NJ 07013
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ANCHOR DETAIL (CORNER)

FIG. 8



handi-hut inc.

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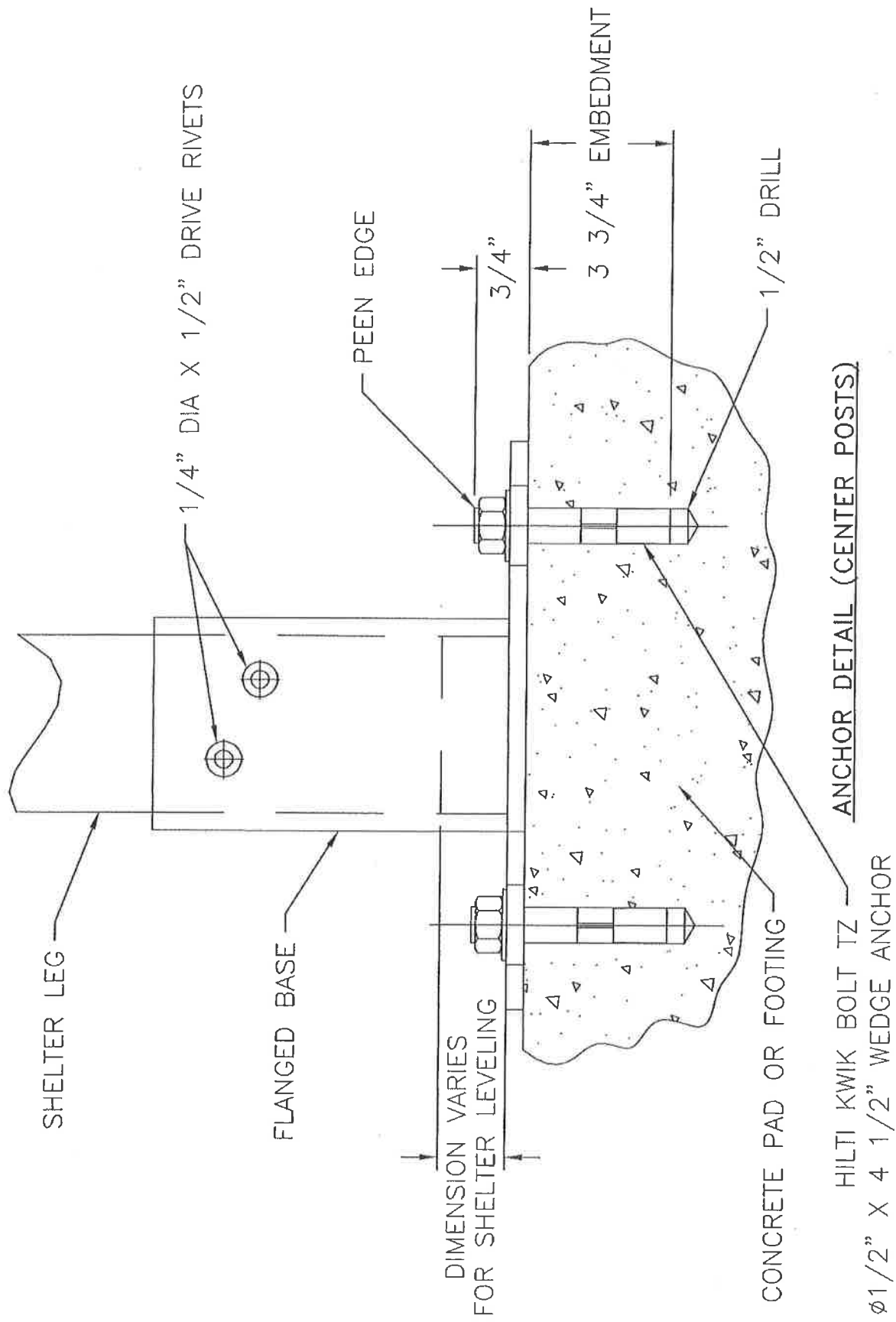


FIG. 9



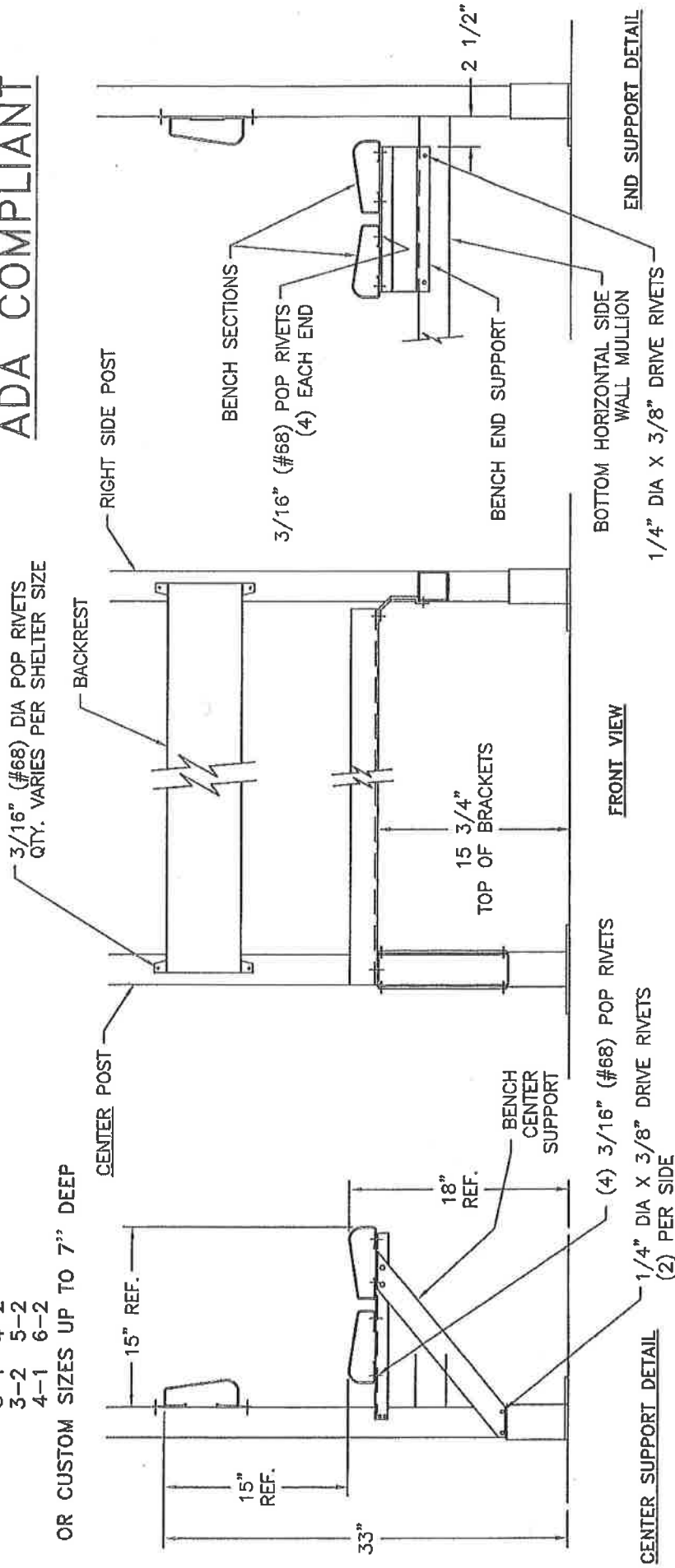
handi-hut inc. 3 GRUNWALD ST. CLIFTON, NJ 07013
973-614-1800 FAX: 973-614-8011

THIS DETAIL APPLIES TO MODELS

3-1 4-2
3-2 5-2
4-1 6-2

OR CUSTOM SIZES UP TO 7" DEEP

ADA COMPLIANT



1. ATTACH END SUPPORT BRACKET TO BOTTOM HORIZONTAL TUBE OF RIGHT SIDE WALL. REAR OF SUPPORT BRACKET SHOULD BE 2.5" FROM THE VERTICAL CORNER POST. DRILL HOLES INTO HORIZONTAL TUBE (1/4" BIT). ATTACH SUPPORT BRACKET WITH 1/4" X 3/8" DRIVE RIVETS.
2. POSITION THE CENTER SUPPORT BRACKET TO THE REAR WALL CENTER VERTICAL MULLION AND ATTACH WITH (8) 1/4" X 3/8" DRIVE RIVETS.
3. POSITION THE (2) BENCH SECTIONS ONTO THE END & CENTER SUPPORT BRACKETS AT LOCATION SHOWN AND DRILL HOLES INTO THE UNDERSIDE OF EACH SECTION WITH A #11 BIT. ATTACH SECTIONS WITH 3/16 (#68) POP RIVETS.
4. ATTACH BACKREST AS SHOWN



BENCH/BACKREST INSTALLATION

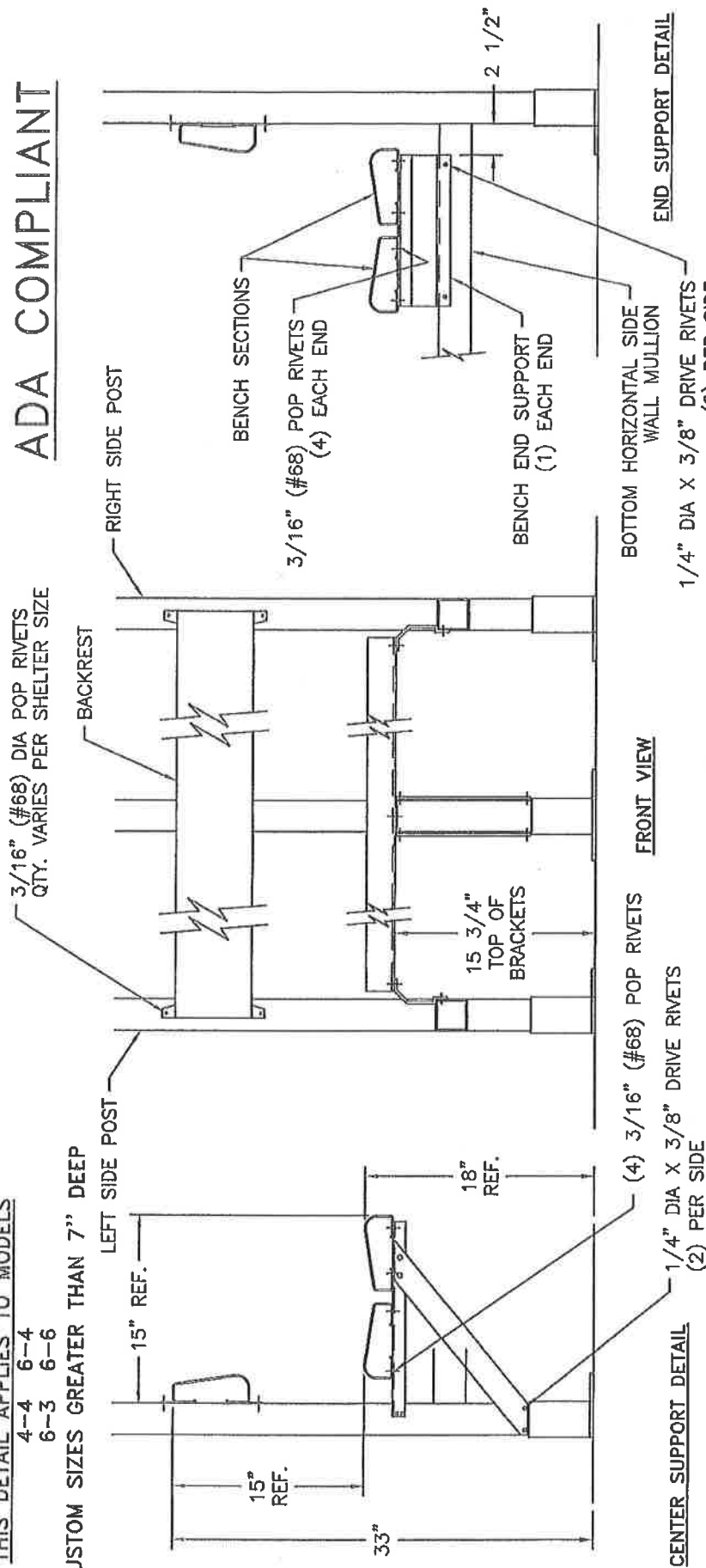
FIG. 10

THIS DETAIL APPLIES TO MODELS

4-4 6-4
6-3 6-6

OR CUSTOM SIZES GREATER THAN 7" DEEP

ADA COMPLIANT



1. ATTACH END SUPPORT BRACKETS TO BOTTOM HORIZONTAL TUBES OF SIDE WALLS. REAR OF SUPPORT BRACKET SHOULD BE 2.5" FROM THE VERTICAL CORNER POST. DRILL HOLES INTO HORIZONTAL TUBES ("f" BIT). ATTACH SUPPORT BRACKET WITH 1/4" X 3/8" DRIVE RIVETS.
2. POSITION THE (2) BENCH SECTIONS ONTO THE SIDE SUPPORT BRACKETS AT LOCATION SHOWN AND DRILL HOLES INTO THE UNDERSIDE OF EACH SECTION WITH A #11 BIT. ATTACH SECTIONS WITH 3/16 (#68) POP RIVETS.
3. FOR SHELTERS WITH FOUR OR MORE REAR WALL PANELS, POSITION THE CENTER SUPPORT BRACKET TO THE REAR WALL VERTICAL MULLION AND ATTACH WITH (8) 1/4" X 3/8" DRIVE RIVETS. ATTACH THE BENCH SECTIONS AS DESCRIBED IN STEP 2.
4. ATTACH BACKREST AS SHOWN



BENCH/BACKREST INSTALLATION

FIG. 10

handi-hut inc. 3 GRUNWALD ST. CLIFTON, NJ 07013
973-614-1800 FAX: 973-614-8011



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Kermas Eaton, City Clerk

Date: Tuesday, August 17, 2021

Re: Approve and authorize issuance of manual checks for CDBG-CV Program Claims per attached Memorandum. {Entitlement CDBG-CV}
File Number: 2021-1025
Minute Book #

Summary

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

Recommendation Statement

I recommend issuance of manual checks for CDBG-CV Program Claims per attached Memorandum

Please place this on the August 17, 2021 City Council meeting for consideration.

CHRISTIAN SERVICES



August 10, 2021

Andrew Ellard or
Petra Wingo
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Re: Christian Services, Inc. CDBG Reimbursement Report

Please find attached information regarding those individuals who were assisted with the City of Hattiesburg CDBG CARES assistance funds. All individuals reside in the City of Hattiesburg and meet the outlined COVID-19 and income requirements.

This Reimbursement is for the Total of \$4408.03.

Thank you for allowing us to help those who are in need during this pandemic. Please let us know if you need any additional information to process this request.

In His Service,

Maggie West
Executive Director

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Andrew Ellard, Director
Department of Urban Development

DATE: August 17, 2021

SUBJECT: Authorize issuance of manual checks for CDBG-CV Program claims

The following request for payment is being submitted for approval during the City Council's August 17, 2021 meeting. Please authorize and approve issuance of manual checks for the claims listed below:

Recipient:	Christian Services, Inc
Activity:	COVID-19 Rental/Utility Assistance
Program:	CDBG-CV
Project Site:	301 E. 2nd Street
Amount Requested:	\$4,408.03
Purpose of Request:	Reimbursement (November 2020 – April 2021)



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Connie Everett, Interim CFO

cc:

Date: Tuesday, August 17, 2021

Re: Set a public hearing on the proposed budget and proposed tax levies for the City of Hattiesburg for Fiscal Year 2022 for 5:30 p.m. on Tuesday, September 7, 2021 in the Council Chambers at City Hall, 200 Forrest Street; authorize advertisement of Notice of Public Hearing.
File Number: 2021-1017
Minute Book #

Summary

Set public hearing on proposed budget and proposed tax levies for FY 2022 at 5:30 p.m. on Tuesday, September 7, 2021; authorize advertisement of Notice of Public Hearing.

Recommendation Statement

I recommend setting a public hearing on the proposed budget and proposed tax levies for FY 2022 and authorizing advertisement of the Notice of Public Hearing.

Please place this on the August 17, 2021 City Council meeting for consideration.

**NOTICE OF A PUBLIC HEARING ON THE PROPOSED BUDGET AND
PROPOSED TAX LEVIES FOR FISCAL YEAR 2022 FOR THE CITY OF
HATTIESBURG, MS**

The City of Hattiesburg will hold a public hearing on its proposed budget and proposed tax levies for Fiscal year 2021 on Tuesday, September 7, 2021, at 5:30 p.m. in the Council Chambers at City Hall, 200 Forrest Street, Hattiesburg, MS.

The City of Hattiesburg, Hattiesburg Municipal Separate School District, and the Library of Hattiesburg, Petal, and Forrest County are now operating with a projected total budget revenue of \$242,128,828. Nineteen and seven tenths percent (19.7%) or \$47,799,856 of such revenue is obtained through ad valorem taxes. For next fiscal year, the proposed budget has total projected revenue of \$240,475,072. Of that amount, 20%, or \$48,306,896 is proposed to be financed through a total ad valorem tax levy.

For the next fiscal year, the City of Hattiesburg does not plan to increase your ad valorem tax millage rate from the current 119.21 mills.

A millage rate of 53.66 will produce the same amount of revenue from ad valorem taxes for the City of Hattiesburg as was collected the prior year. The millage rate for the previous year was 53.13.

A millage rate of 67.24 will produce the same amount of revenue from ad valorem taxes for the Hattiesburg Separate School District as was collected the prior year. The millage rate for the previous year was 66.08.

Any citizen of the City of Hattiesburg is invited to attend this public hearing on the proposed budget and tax levies for Fiscal Year 2022 and will be allowed to speak for a reasonable amount of time and offer tangible evidence before any vote is taken.

Publish August 26, 2020 and September 2, 2021:

The advertisement shall be no less than ¼ page in size and the type used shall be no smaller than 18 point and surrounded by a ¼ inch solid black border. The advertisement may not be placed in that portion of the newspaper where legal notices and classified advertisements appear. (Run in retail section.)



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, August 17, 2021

Re: Approve Plans and Specifications for the PAVING, MARKING & PEDESTRIAN PATHWAY ALONG ARLEDGE STREET, EDWARDS STREET & KATIE AVENUE project and authorize advertisement for bids for same.
File Number: 2021-1014
Minute Book #

Summary

Approve Plans and Specifications for the PAVING, MARKING & PEDESTRIAN PATHWAY ALONG ARLEDGE STREET, EDWARDS STREET & KATIE AVENUE project and authorize advertisement for bids for same.

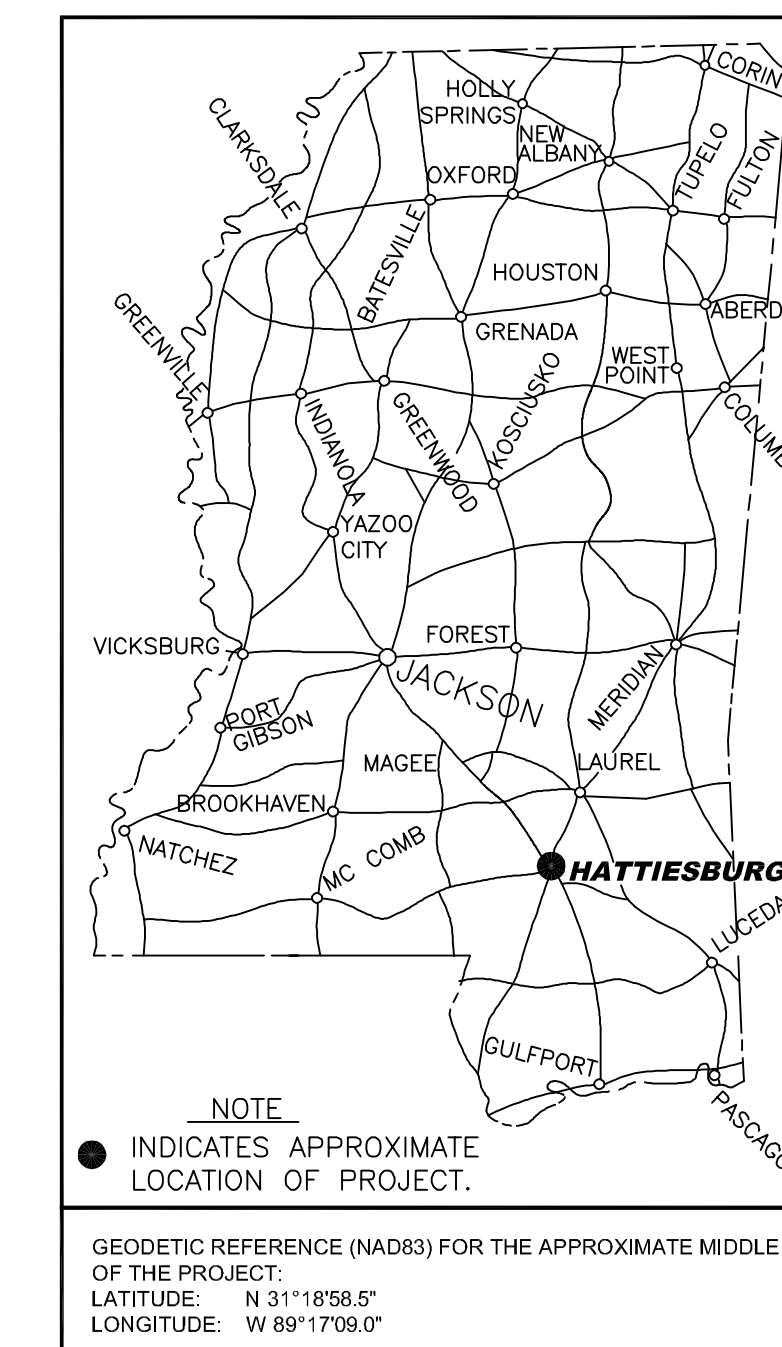
Recommendation Statement

I recommend approval of this item.

Please place this on the August 17, 2021 City Council meeting for consideration.

CONSTRUCTION PLANS
FOR
**PAVING, MARKING &
PEDESTRIAN PATHWAY**
**ON ARLEDGE STREET, EDWARDS ST
& KATIE AVENUE**
AT THE
**HATTIESBURG PUBLIC
SAFETY COMPLEX**
FOR THE
CITY OF HATTIESBURG
**FORREST COUNTY
MISSISSIPPI**

DETAILED INDEX	
<u>SHEET No.</u>	<u>DESCRIPTION</u>
C0.1	COVER SHEET, SHEET INDEX, VICINITY MAP, LOCATION MAP & UTILITY LIST
C0.2	GENERAL NOTES & LEGENDS
C1.0	OVERALL SITE PLAN
C1.1	DEMOLITION PLAN
C1.2	SITE PLAN
C1.3	SITE PLAN CONTINUED
C1.4	PAVEMENT MARKING & SIGNAGE PLAN
C1.5	PAVEMENT MARKING & SIGNAGE PLAN
C1.6	SITE DETAILS
C1.7	SITE DETAILS
C1.8	SITE DETAILS
C1.9	SITE DETAILS
C2.0	KATIE AVENUE STA 9+60 - STA 15+00
C3.0	GRADING & DRAINAGE PLAN
C3.1	GRADING & DRAINAGE PLAN CONTINUED
C3.2	GRADING & DRAINAGE DETAILS
C3.3	GRADING & DRAINAGE DETAILS
C3.4	GRADING & DRAINAGE DETAILS
C3.5	GRADING & DRAINAGE DETAILS
C4.0	STORM WATER POLLUTION PREVENTION PLAN
C4.1	VEGETATION SCHEDULE
C4.2	EROSION CONTROL DETAILS
C4.3	EROSION CONTROL DETAILS
C4.4	EROSION CONTROL DETAILS



PUBLIC UTILITIES

CABLE
COMCAST
2100 LINCOLN ROAD
HATTIESBURG, MS 39402
(601) 264-1188

POWER
MISSISSIPPI POWER, CO.
6356 U.S. HIGHWAY 49
HATTIESBURG, MS 39401
(601) 544-6511

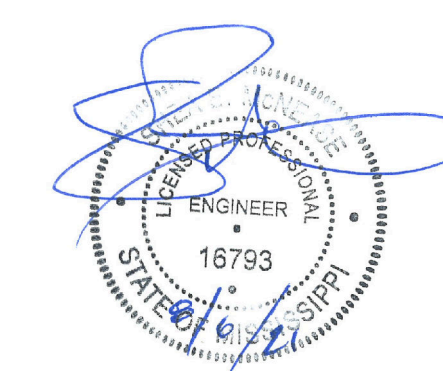
TELEPHONE
AT&T
P.O. BOX 1191
HATTIESBURG, MS 39401
(601) 545-6424

TRAFFIC
CITY OF HATTIESBURG
TRAFFIC DEPT.
125 WALNUT STREET
HATTIESBURG, MS 39401
(601) 545-4626

GAS
SPIRE INC
315 NORTH MAIN STREET
HATTIESBURG, MS 39401
(601) 544-6001

SEWER
CITY OF HATTIESBURG
WATER & SEWER DEPT.
900 JAMES STREET
HATTIESBURG, MS 39403
(601) 545-4530

WATER
CITY OF HATTIESBURG
WATER & SEWER DEPT.
900 JAMES STREET
HATTIESBURG, MS 39403
(601) 545-4530



MAYOR

Toby Barker

COUNCIL PERSONS

Carter Carroll, President
Jeffrey George, Vice President
Deborah Denard Delgado
Nicholas Brown
Dave Ware

DIRECTOR OF ENGINEERING

Lamar Rutland, PE

PREPARED BY:



Engineering Progress

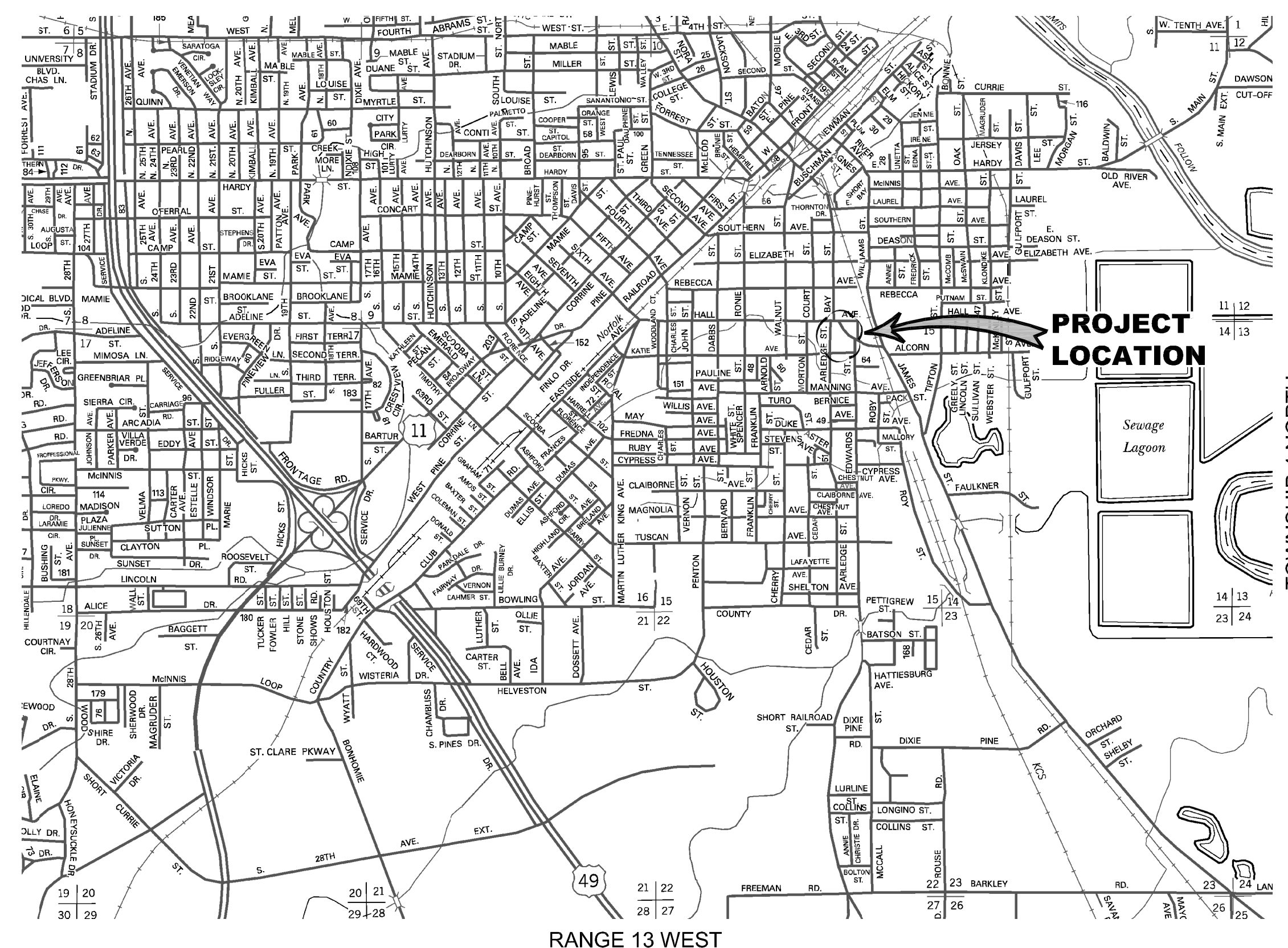
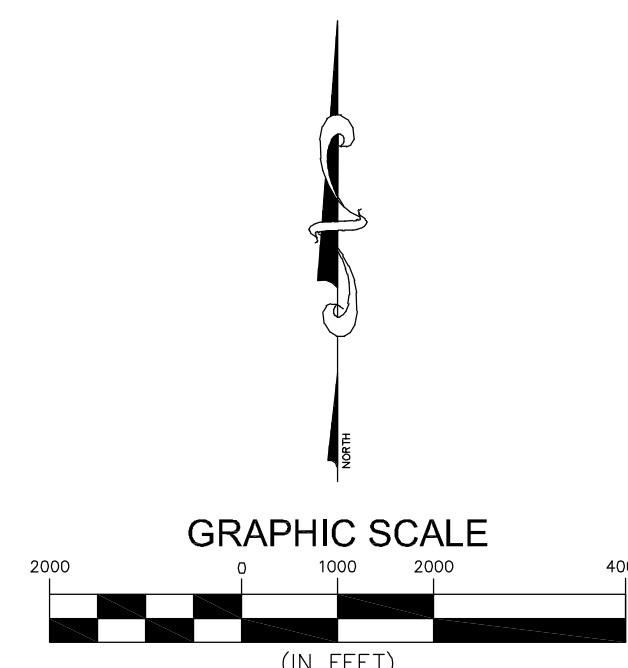
Sheet No. C0.1
Drawing No.: 1235-156



Know what's **below**.
Call before you dig.

SPECIAL UTILITY NOTES:

1. ALL UTILITIES THAT LOCATED DURING THE FIELD DATA COLLECTION ARE SHOWN ON THESE PLANS. ALL CONFLICTS WITH EXISTING UTILITIES ENCOUNTERED DURING CONSTRUCTION SHALL BE COORDINATED WITH THE UTILITY OWNER, THE ENGINEER AND THE PROJECT OWNER PRIOR TO INSTALLATION OF THE PROPOSED WATER SYSTEM. (NO SEPARATE PAY FOR COORDINATION)
2. THE CONTRACTOR SHALL DOCUMENT THE EXISTENCE OF ANY MISSING AND/OR OVERLAPPING UNDERGROUND UTILITIES AND STORM DRAINAGE NOT SHOWN ON THESE CONSTRUCTION DRAWINGS.



AUGUST 2021

GENERAL NOTES

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL CODES.
2. THE CONTRACTOR SHALL KEEP A SET OF CONSTRUCTION PLANS OF THE PROJECT ON THE JOB SITE SHOWING THE ACCURATE MEASUREMENTS AND ELEVATIONS OF THE "AS-BUILT" SYSTEM. THIS DATA WILL BE COLLECTED AND PUT ON THE DRAWINGS DAILY.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETING THE ENTIRE PROJECT.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CITY OF HATTIESBURG AND/OR FORREST COUNTY FEES AND PERMITS ASSOCIATED WITH CONSTRUCTION.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION STAKING AND THE LOCATION OF THE PROJECT. CONTROL COORDINATE SYSTEM AND ELEVATION CONTROL ARE SHOWN ON THE PLAN SHEETS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS OWN SUB-SURFACE SOIL INVESTIGATIONS.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR THE VERIFICATION OF ALL EXISTING TOPOGRAPHIC DATA AND ALL OTHER SITE CONDITIONS PRIOR TO THE BEGINNING OF CONSTRUCTION. ANY CONFLICT SHALL BE COORDINATED WITH THE CONTRACTOR, OWNER AND ENGINEER/ARCHITECT. THE ENGINEER CANNOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE.
8. THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES WITHIN THE WORK AREA.
9. ALL UNDERGROUND UTILITIES, FOR THE ENTIRE PROJECT, SHALL BE LOCATED BY THE CONTRACTOR AND UTILITY OWNERS PRIOR TO THE CONSTRUCTION OF THE PROJECT. ANY CONFLICTS SHALL BE COORDINATED BETWEEN CONTRACTOR, UTILITY OWNER AND ENGINEER.
10. ALL CULVERT CROSS DRAINS AND SIDE DRAINS SHALL BE PROTECTED. REMOVAL AND REPLACEMENT, IF REQUIRED, SHALL BE PAID AS NOTED.
- 10.1. ANY EXISTING CROSS DRAINS SHOWN TO BE REMOVED AND REPLACED SHALL BE REPLACED WITH NEW RCP AND SHALL BE INSTALLED AT THE SAME GRADE AS THE EXISTING CROSS DRAIN, UNLESS OTHERWISE NOTED OR DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSURING THAT THE GRADES OF THE REPLACED PIPE ARE CORRECT AND TO INSURE PROPER FLOW.
- 10.2. ANY EXISTING SIDE DRAINS THAT CONFLICT WITH CONSTRUCTION SHALL BE REMOVED AND REPLACED WITH NEW CORRUGATED HDPE PIPE AND SHALL BE INSTALLED AT THE SAME GRADE AS THE EXISTING SIDE DRAIN, UNLESS OTHERWISE NOTED OR DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSURING THAT THE GRADES OF THE REPLACED PIPE ARE CORRECT AND TO INSURE PROPER FLOW.
- 10.3. IF THE EXISTING DRAIN PIPES ARE CONNECTED TO INLETS, HEADWALLS OR ANY OTHER DRAINAGE STRUCTURES, THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECONNECTION TO THOSE STRUCTURES, UNLESS OTHERWISE NOTED OR DIRECTED BY THE ENGINEER. CONCRETE PIPE COLLARS SHALL BE USED AS WARRANTED, AS APPROVED BY THE ENGINEER. SOME INLETS ARE NOTED FOR REPLACEMENT ON THE PLANS AND SHALL BE REPLACED AS DETAILED.
- 10.4. ANY EXISTING DRAINS THAT SHOWN TO BE REMOVED AND RESET SHALL BE REMOVED, SALVAGED AND RESET PER NEW PIPE INSTALLATION DETAILS CONTAINED HEREIN. ANY DAMAGE TO THE SALVAGED PIPE SHALL BE REPLACED AT NO ADDITIONAL COST TO THE PROJECT.
- 10.5. THE CONTRACTOR SHALL TAKE CARE NOT TO DAMAGE THE EXISTING STORM DRAINAGE STRUCTURES DURING THE CONSTRUCTION PROCESS. ANY DAMAGE, OTHER THAN THAT NOTED ABOVE, SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- 10.6. ABSOLUTELY NO NEW CORRUGATED METAL PIPE SHALL BE INSTALLED ON THIS PROJECT.
11. THE COST OF CLEARING AND GRUBBING/REMOVAL AND DISPOSAL OF CLEARING AND GRUBBING MATERIAL SHALL BE PAID LUMP SUM, UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL BE FAMILIAR WITH THE EXTENT OF CLEARING REQUIRED PRIOR TO BIDDING. OFFSITE DISPOSAL AREAS ARE TO BE FURNISHED BY THE CONTRACTOR.
12. PROPER MAINTENANCE OF STREETS, INCLUDING DUST CONTROL, SHALL BE STRICTLY ADHERED TO.
13. MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION).
14. THE CONTRACTOR SHALL PROVIDE PROPER TRAFFIC CONTROL SIGNS AND FLAGGERS TO MAINTAIN ONE LANE TRAFFIC DURING CONSTRUCTION, WHERE LANE CLOSURES ARE NEEDED, UNLESS OTHERWISE DIRECTED BY THE ENGINEER. SEE SHEET NO. 6250 FOR TYPICAL LANE CLOSURE DETAILS. ANY ROAD CLOSURES SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO IMPLEMENTATION.
15. ALL DISTURBED UNPAVED AREAS SHALL BE RESTORED AS FOLLOWS:
- 15.1. GRASSED AREAS SHALL RECEIVE SOLID SOD WHICH SHALL BE FERTILIZED AND WATERED AS PER THE VEGETATION SCHEDULE. PERMANENT ESTABLISHMENT OF GRASS GROWTH SHALL BE A REQUIREMENT BEFORE FINAL COMPLETION.
- 15.2. ALL LANDSCAPED AREAS SHALL BE RESTORED IN KIND AND SHALL INCLUDE TOP SOIL (4" DEPTH MIN), WATERING, FERTILIZER AND MULCH, IF PRESENT (IN KIND), AS PER THE VEGETATION SCHEDULE. CONTRACTOR SHALL MATCH SPECIES AND SIZE AS CLOSE AS POSSIBLE. SUBSTITUTIONS SHALL BE ALLOWED ONLY BY WRITTEN APPROVAL FROM THE ENGINEER AND COORDINATION WITH THE AFFECTED RESIDENT.
16. ALL EXISTING MAILBOXES, STREET SIGNS, FENCES, AND OTHER STRUCTURES LOCATED WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED AND RESET AS DICTATED BY CONSTRUCTION ACTIVITIES. (NO SEPARATE PAY, UNLESS OTHERWISE NOTED OR DIRECTED BY THE ENGINEER). EXISTING FLOWER BEDS, GARDENS, SHRUBS, ETC. WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED AND RESET AS DICTATED BY CONSTRUCTION ACTIVITIES. (NO SEPARATE PAY, UNLESS OTHERWISE NOTED OR DIRECTED BY THE ENGINEER). ALL ITEMS (INCLUDING REMOVAL OF OBSTRUCTIONS, REMOVED AND RESET AND/OR REPLACEMENT OF STORM DRAIN STRUCTURES, ETC.) FOR WHICH NO PAY ITEM IS LISTED, SHALL BE INCLUDED IN THE COST OF THE PIPE LAYING OPERATION. (NO SEPARATE PAY).
17. PAVED ROADS SHALL BE OPEN CUT AND REPAIRED AS DETAILED. CASING SHALL BE USED ONLY WHERE NOTED ON THE PLANS.
18. ALL GRAVEL ROADS AND GRAVEL DRIVEWAYS SHALL BE OPEN CUT WITHOUT CASING, UNLESS OTHERWISE NOTED, AND REPLACED IN KIND.
19. ALL PAVED DRIVEWAYS SHALL BE OPEN CUT AND REPAIRED IN KIND, UNLESS OTHERWISE NOTED.
20. CONTRACTOR SHALL PROVIDE ACCESS TO ALL BUSINESSES AND RESIDENCES AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE ALL DRIVEWAY CUTS AND EXCAVATION WITH THE OWNERS OF SAID DRIVEWAYS.
21. ANY DAMAGE TO PAVED ROADS OR DRIVEWAYS, WHICH ARE OUTSIDE OF THE PROJECT LIMITS, SHALL BE REPAIRED IN KIND, AT THE CONTRACTOR'S EXPENSE.
22. ALL TRENCHES IN PAVED AREAS SHALL BE REPAIRED AS DETAILED. CRUSHED AGGREGATE SHALL ALSO BE INSTALLED AND USED FOR A TEMPORARY SURFACE UNTIL SUCH TIME THAT THE OWNER DECIDES TO ALLOW INSTALLATION OF PAVEMENT (SEE DETAILS). ALL CRUSHED AGGREGATE SHALL BE SIZE 610. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF EXISTING PAVEMENT AND OR CRUSHED AGGREGATE PRIOR TO PLACEMENT OF PAVEMENT IN PATCHED AREAS TO MAKE A SMOOTH JOINT WITH THE EXISTING PAVEMENT. SAW CUT TO FULL DEPTH OF EXISTING PAVEMENT SHALL BE REQUIRED ON ALL PAVEMENT REPAIR, UNLESS OTHERWISE DIRECTED. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING SURFACE IN AN ACCEPTABLE CONDITION UNTIL SUCH TIME AS FINAL PAVEMENT IS INSTALLED.
23. ALL ROAD BORES SHALL BE IN ACCORDANCE TO THE DETAILS.
24. ALL SELECT FILL MATERIAL SHALL MEET THE SPECIFICATIONS FOR CLASS 9, GROUP C AND MODIFIED TO CONSIST OF A PLASTICITY INDEX (PI) BETWEEN 5 AND 15. THE SELECT FILL MATERIAL SHALL BE INSTALLED AT THE DIRECTION OF THE ENGINEER OR HIS REPRESENTATIVE.
25. PRIOR TO THE BEGINNING OF ANY EXCAVATION, ALL EXISTING PAVEMENT SHALL BE SCORED OR SAW CUT TO A DEPTH SUCH THAT A STRAIGHT AND UNIFORM VERTICAL EDGE IS ESTABLISHED PRIOR TO REMOVAL OF SAID PAVEMENT FROM THE PROJECT. IF VERTICAL EDGE IS DISTURBED, THEN A SECOND CUT SHALL BE REQUIRED PRIOR TO ASPHALT OR CONCRETE PATCHING. ALL ASPHALT OR CONCRETE SHALL BE REMOVED FROM THE PROJECT SITE PRIOR TO EXCAVATION PROCEDURES. (NO SEPARATE PAY FOR SAW CUTTING, DEBRIS REMOVAL, PAVEMENT REMOVAL AND DISPOSAL.)
26. WORK FOR THIS PROJECT REQUIRES EXCAVATION IN THE IMMEDIATE VICINITY OF TRAFFIC AND ADJACENT PROPERTIES. THEREFORE, THE RISK OF A FAILURE OCCURRING DURING THE EXCAVATION REQUIRES THAT EXTREME CAUTION BE EXERCISED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PLACING WHAT BRACING, SHORING OR GROUND SUPPORT SYSTEM THAT IS DEEMED NECESSARY TO PREVENT A FAILURE AND PROTECT THE PERSONS WORKING NEAR THE EXCAVATION, THE PUBLIC THAT MAY BE ABOVE THE EXCAVATION, OR ANY STRUCTURE ADJACENT TO THE EXCAVATION. ALL COSTS FOR ANY PROTECTIVE MEASURES INCLUDING THE MATERIALS AND LABOR FOR DESIGNING, DRAWING AND CONSTRUCTING THE FACILITY SHALL BE INCLUDED IN THE BID PRICE FOR CONTRACT ITEMS.
27. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING BRACING, SHORING OR ANY GROUND SUPPORT SYSTEM REQUIRED TO PREVENT A FAILURE FROM OCCURRING DURING EXCAVATION. ALL COST FOR ANY PROTECTIVE MEASURES, INCLUDING THE MATERIALS AND LABOR FOR DESIGNING AND CONSTRUCTING THE SUPPORT SYSTEM, SHALL BE INCLUDED IN THE BID PRICE FOR CONTRACT ITEMS.
28. THE EROSION CONTROL DEVICES SHALL BE REQUIRED AS DIRECTED BY THE ENGINEER. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT SILT DOES NOT LEAVE THE CONSTRUCTION SITE OR CONTAMINATE WATERS OF THE U.S. DURING CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN THE PLAN DURING CONSTRUCTION UNTIL PERMANENT GRASS IS ESTABLISHED OR THE DISTURBED SURFACED IS PAVED.
29. THE CONTRACTOR SHALL ADHERE TO ALL MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY REQUIREMENTS FOR EROSION CONTROL AND ANY OTHER PERTINENT GUIDELINES.
30. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MATERIAL TESTING BY AN INDEPENDENT LABORATORY APPROVED BY THE ENGINEER AND/OR OWNER.
31. MATERIAL SUBMITTALS SHALL BE MADE TO OWNER THROUGH THE ENGINEER PRIOR TO USE FOR APPROVAL.
32. ALL WATER AND SEWER SYSTEMS INSTALLED ON THIS PROJECT SHALL REQUIRE A TRACER WIRE SYSTEM.
33. THE CONTRACTOR SHALL HAVE A COMPETENT AND EXPERIENCED SUPERINTENDENT ON SITE AT ALL TIMES. THE SUPERINTENDENT SHALL NOT OPERATE EQUIPMENT WHILE ON THE PROJECT SITE. WORK ON THE PROJECT SHALL STOP IF THE ASSIGNED PROJECT SUPERINTENDENT IS NOT ON SITE.
34. MANHOLE LIDS, FIRE HYDRANTS & VALVES NOTED FOR REMOVAL IN THESE PLANS, SHALL BE SALVAGED FOR THE OWNER. ALL ITEMS SALVAGED ITEMS SHALL BE CLEANED BY POWER WASHING. SAID ITEMS SHALL BE STACKED AND SECURED ON PALLETS. SAID ITEMS SHALL BECOME THE PROPERTY OF THE OWNER AND DELIVERED TO A SITE DETERMINED BY THE OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SECURITY OF SAID ITEMS PRIOR TO DELIVERY TO THE OWNER AND FOR REPLACEMENT IN KIND FOR ANY MISSING ITEMS. (NO SEPARATE PAY)
35. ALL MATERIALS FOR THE PROJECT SHALL BE A PRODUCT OF THE U.S.A.

GRADING NOTES:

1. COST OF ANY CLEARING AND GRUBBING/REMOVAL AND DISPOSAL OF CLEARING AND GRUBBING MATERIAL SHALL BE INCLUDED IN THE PRICE OF THE DEMOLITION REQUIRED FOR THIS PROJECT. OFF SITE DISPOSAL AREAS ARE TO BE CONTRACTOR FURNISHED. THE SITE SHALL BE CLEARED OF ANY RUBBLE AND DEBRIS. CONTRACTOR SHALL BE FAMILIAR WITH THE EXTENT OF THE CLEARING AND GRUBBING PRIOR TO BIDDING.
2. FILL, IF ANY, NEEDED TO BRING THE SUBGRADE TO THE REQUIRED ELEVATION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE AS RECOMMENDED IN THE GEOTECHNICAL REPORTS. EXCESS MATERIAL RESULTING FROM GRADING OPERATIONS SHALL BECOME THE PROPERTY OF THE CONTRACTOR. THE CONTRACTOR SHALL DISPOSE OF ALL SUCH MATERIAL AT AN OFF SITE LOCATION PROVIDED BY THE CONTRACTOR.
3. EARTHWORK REQUIRED BENEATH PROPOSED STRUCTURES AND PAVEMENTS SHALL BE AS RECOMMENDED IN THE GEOTECHNICAL REPORTS.
4. THE CONTRACTOR SHALL STRIP THE TOP SOIL PRIOR TO GRADING. TOP SOIL SHALL BE STOCK PILED ON SITE FOR USE DURING THE LANDSCAPING OPERATIONS. THE TOP SOIL DEPTH IS TYPICALLY 6"-12" ACROSS THE SITE BUT COULD AND DOES VARY. COORDINATE WITH THE GEOTECHNICAL REPORTS.
5. THE SITE SHALL BE GRADED TO DRAIN AS NOTED ON THE GRADING PLAN. ALL GRADES NOTED ON THE GRADING PLAN ARE FINISHED GRADE.
6. GRADE ALL LANDSCAPE AREAS TO DRAIN. ALL PLANTERS AND LANDSCAPE AREAS WILL BE FILLED TO TOP OF CONCRETE CURB, SIDEWALK OR OTHER ADJACENT PAVEMENT WITH TOPSOIL AND SHALL BE FREE OF DEBRIS. TYPICAL DEPTH OF PLACED TOPSOIL SHALL BE 4"-6". VERIFY LOCATIONS THAT WILL REQUIRE GREATER DEPTHS OF TOPSOIL WITH THE LANDSCAPING PLANS.
7. ALL CULVERT CROSS DRAINS AND SIDE DRAINS SHALL BE PROTECTED. NO SEPARATE PAYMENT WILL BE MADE FOR REMOVAL AND REPLACEMENT. ALL CULVERTS AND SIDE DRAINS (EXISTING OR PROPOSED) SHALL BE CLEANED OF ALL FOREIGN MATTER, INCLUDING SILT, PRIOR TO COMPLETION OF THE PROJECT.
8. THE CONTRACTOR SHALL COORDINATE THE INSTALLATION OF ALL SUB-SURFACE UTILITIES AND DRAINAGE STRUCTURES WITH THE GRADING OPERATIONS. ABSOLUTELY NO CUTS OR TRENCHING SHALL BE ALLOWED ONCE FINAL COMPACTION AND GRADES HAVE BEEN ACHIEVED. IF ANY TYPE OF CONDUITS ARE REQUIRED AFTER FINAL COMPACTION IS ACHIEVED, THE CONTRACTOR SHALL INSTALL SAID CONDUITS BY BORING, AT THE CONTRACTOR'S EXPENSE.
9. ALL RCP AND RCAP SHALL BE CLASS III, UNLESS NOTED OTHERWISE.
10. ALL CONCRETE PIPE JOINTS SHALL BE WRAPPED IN TYPE V GEOTEXTILE FABRIC, 24" WIDTH. ALL PICKUP HOLES SHALL BE PLUGGED WITH EPOXY GROUT AND COVERED WITH TYPE V GEOTEXTILE FABRIC TO THE SATISFACTION OF THE ENGINEER.
11. ALL HDPE, CPP AND CPP PIPE AND FITTING SHALL BE DUAL WALL HDPE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL FITTINGS REQUIRED TO MAKE ALL CONNECTIONS. ALL HDPE PIPE AND/OR CPP SHALL BE INSTALLED AND BEDDED AS DETAILED, UNLESS OTHERWISE SPECIFIED BY THE MANUFACTURER.
12. THE TOPS OF ALL CLEAN-OUTS SHALL BE INSTALLED AT LEAST 6" ABOVE GRADE AND INSTALLED WITH PRECAST CONCRETE RING TO PROTECT CLEAN-OUT, UNLESS CLEAN-OUT IS LOCATED IN A PAVED AREA. CLEAN-OUTS IN PAVED AREAS SHALL BE INSTALLED BELOW GRADE AND HOUSED IN A TRAFFIC GRADE BOX INSTALLED FLUSH WITH THE FINISH GRADE.
13. ALL STRUCTURE EXCAVATION SHALL BE INCLUDED IN THE COST OF ANY STRUCTURE REQUIRING STRUCTURE EXCAVATION.
14. ALL BEDDING MATERIAL FOR ALL PIPE SHALL BE ABSORBED IN THE PRICE OF THE PIPE LAYING OPERATION.
15. ALL JUNCTION BOXES AND INLETS SHALL BE CONSTRUCTED PER DETAILS. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS PRIOR TO CONSTRUCTION FOR APPROVAL BY THE ENGINEER. PRECAST INLET BOTTOMS AND WALLS SHALL BE ALLOWED, IF APPROVED BY THE ENGINEER. ALL INLET TOPS SHALL BE CAST IN PLACE, NO EXCEPTIONS. ALL INLET TOPS SHALL BE CAST TO MATCH THE SLOPE OR GRADE OF THE SURROUNDING PAVEMENT OR CURB, COORDINATE WITH THE GRADING PLAN. PRECAST SUBSURFACE JUNCTION BOXES ARE ALLOWED. ALL LIFT HOLES IN PRECAST STRUCTURES SHALL BE FILLED WITH EPOXY GROUT.
16. NO PIPE SHALL BE LAID IN THE PRESENCE OF WATER.
17. UTILITIES SHALL BE RELOCATED BY THE UTILITY OWNERS, WHERE CONFLICT WITH CONSTRUCTION OCCURS, UNLESS NOTED OTHERWISE. CONTRACTOR IS RESPONSIBLE FOR COORDINATION WITH THE UTILITY OWNER.

DEMOLITION NOTES :

1. THE CONTRACTOR SHALL COORDINATE ALL ITEMS MARKED FOR DEMOLITION WITH THE OWNER AND THE ARCHITECT.
2. THE SAFETY OF THE GENERAL PUBLIC WITHIN THE VICINITY OF THE CONSTRUCTION AREA IS EXTREMELY IMPORTANT. THE CONTRACTOR SHALL POST AND MAINTAIN, TO THE OWNER'S SATISFACTION, SIGNS THAT DIRECT THE GENERAL PUBLIC AROUND THE CONSTRUCTION AREAS. THE CONTRACTOR SHALL COORDINATE WITH THE OWNER PRIOR TO CONSTRUCTION.
3. THE CONTRACTOR SHALL TAKE CARE NOT TO DAMAGE ANY EXISTING STRUCTURES, PAVEMENTS OR ANY OTHER SITE COMPONENTS NOT DESIGNATED FOR DEMOLITION AND REMOVAL. ANY SUCH ITEMS WHICH ARE DAMAGED SHALL BE REPAIRED SOLELY AT THE CONTRACTOR'S EXPENSE.
4. VOIDS CREATED BY THE REMOVAL OF POSTS, CONCRETE ANCHORS, FOOTINGS, ETC., SHALL BE BACKFILLED AND TAMPED IN ACCORDANCE WITH SECTION 203 OF THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION).
5. THE CONTRACTOR SHALL BE REQUIRED TO INSTALL ORANGE CONSTRUCTION FENCE AROUND ALL CONSTRUCTION AREAS ON CAMPUS WITH A CLEARLY DESIGNATED CONSTRUCTION ENTRANCE AND EXIT. THE CONTRACTOR SHALL PROVIDE SUBSTANTIAL PROTECTION AROUND EXCAVATION SITES. COORDINATION WITH THE ARCHITECT SHALL BE REQUIRED.
6. UTILITIES DESIGNATED FOR DEMOLITION HAVE A DIRECT AFFECT ON THE EXISTING STRUCTURES ON THE PROJECT SITE. THE CONTRACTOR SHALL COORDINATE ALL SITE UTILITY DEMOLITION AND SITE UTILITY INSTALLATION WITH THE UTILITY OWNERS IN ORDER TO MINIMIZE DISRUPTION OF THE UTILITY SERVICES TO EXISTING STRUCTURES.
7. ALL BUILDINGS NOTED FOR DEMOLITION, SHALL BE RAZED TO 24" BELOW EXISTING GRADE OR PROPOSED FINISHED GRADE, WHICH EVER IS LOWER. ALL BUILDINGS NOTED FOR DEMOLITION SHALL BE DE-ENERGIZED PRIOR TO THE START OF DEMOLITION.
9. ALL EXISTING SUBSURFACE STRUCTURES (INLETS, MANHOLES, FOUNDATIONS, ETC) AND PIPES WITHIN 5 FEET OF A PROPOSED BUILDING SHALL BE REMOVED. OTHERWISE, SAID STRUCTURES AND PIPES SHALL BE RAZED TO 24" BELOW EXISTING GRADE OR PROPOSED FINISHED GRADE, WHICH EVER IS LOWER AND ABANDONED AS NOTED ON THE DEMOLITION PLAN.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF EXISTING MANHOLES AND SEWER PIPES, AS NOTED ON THE PLAN SHEETS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DISPOSAL OF ANY AND ALL WASTE TO AN APPROVED WASTE FACILITY BY AN APPROVED WASTE HANDLER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DISPOSAL OF ALL REMOVED MANHOLES AND SEWER PIPES AT AN APPROVED DISPOSAL SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL HAZARDOUS MATERIALS FEES, APPLICATIONS AND PERMITS REQUIRED TO DISPOSE OF ALL WASTE AND REMOVED MATERIALS.
11. THE CONTRACTOR SHALL COORDINATE WITH OWNER PRIOR TO DEMOLITION REGARDING SALVAGED EQUIPMENT AND MATERIALS. THE OWNER SHALL PROVIDE A COMPLETE AND ITEMIZED LIST OF EQUIPMENT AND MATERIALS TO BE SALVAGED FROM THE SITE DURING DEMOLITION. SALVAGED EQUIPMENT AND MATERIALS SHALL BE SHRINK WRAPPED, ON PALLETS AND DELIVERED TO THE OWNER IN A MANNER AND AT A LOCATION DESIGNATED BY THE OWNER. ALL REMAINING EQUIPMENT AND MATERIALS SHALL BE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF AT THE LOCATION SUITABLE TO MATERIAL SUCH MATERIALS. ALL SALVAGE, TRANSPORTATION, DEMOLITION AND DISPOSAL OPERATIONS REGARDING THE DEMOLITION PLAN SHALL BE THE CONTRACTOR'S RESPONSIBILITY AND DONE AT THE CONTRACTOR'S EXPENSE.

EROSION CONTROL NOTES:

1. PROTECTING THE SITE FROM EROSION SHALL BE A REQUIREMENT OF THIS CONTRACT. THE EROSION CONTROL DEVICES REFERENCED IN THESE PLANS ARE A MINIMUM REQUIREMENT. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT SILT DOES NOT LEAVE THE CONSTRUCTION SITE OR CONTAMINATE WATERS OF THE U.S. DURING CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN THE PLAN DURING CONSTRUCTION. MAINTENANCE SHALL BE PERFORMED A MAXIMUM OF 24 HOURS AFTER SILT ACCUMULATION. THE CONTRACTOR SHALL MAINTAIN THE PLAN DAILY DURING CONSTRUCTION.
2. PROPER MAINTENANCE OF STREETS, INCLUDING DUST CONTROL, SHALL BE STRICTLY ADHERED TO.
3. UNLESS OTHERWISE NOTED ON THE PLAN SHEETS, ALL DISTURBED AREAS SHALL BE FERTILIZED AND SEEDED WITH PER THE VEGETATION SCHEDULE FOR TEMPORARY GRASSING. PERMANENT CENTIPEDE SOLID SOD SHALL BE INSTALLED IN ALL LANDSCAPED AREAS, UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL BE REQUIRED TO ESTABLISH A FULL COVERAGE OF PERMANENT GRASS GROWTH PRIOR TO COMPLETION OF THE PROJECT.
4. THE EROSION CONTROL MEASURES SHOWN ON THESE PLANS SHALL BE REQUIRED UNTIL GRASSING IS ESTABLISHED AND LANDSCAPING HAS BEEN PROPERLY INSTALLED TO THE SATISFACTION OF THE ARCHITECT/OWNER.
5. THE TYPICAL TEMPORARY EROSION CONTROL MEASURES AND TYPICAL DITCH TREATMENTS REFERENCED IN THESE PLANS ARE A MINIMUM REQUIREMENT. TEMPORARY EROSION CONTROL MEASURES SHALL BE INSTALLED IN LOCATIONS BASED ON THE SWPPP PLANS IN THESE DOCUMENTS AND AS DIRECTED BY THE ENGINEER.
6. THE CONTRACTOR SHALL ADHERE TO ALL CURRENT MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY GUIDELINES.

ABBREVIATION LEGEND:

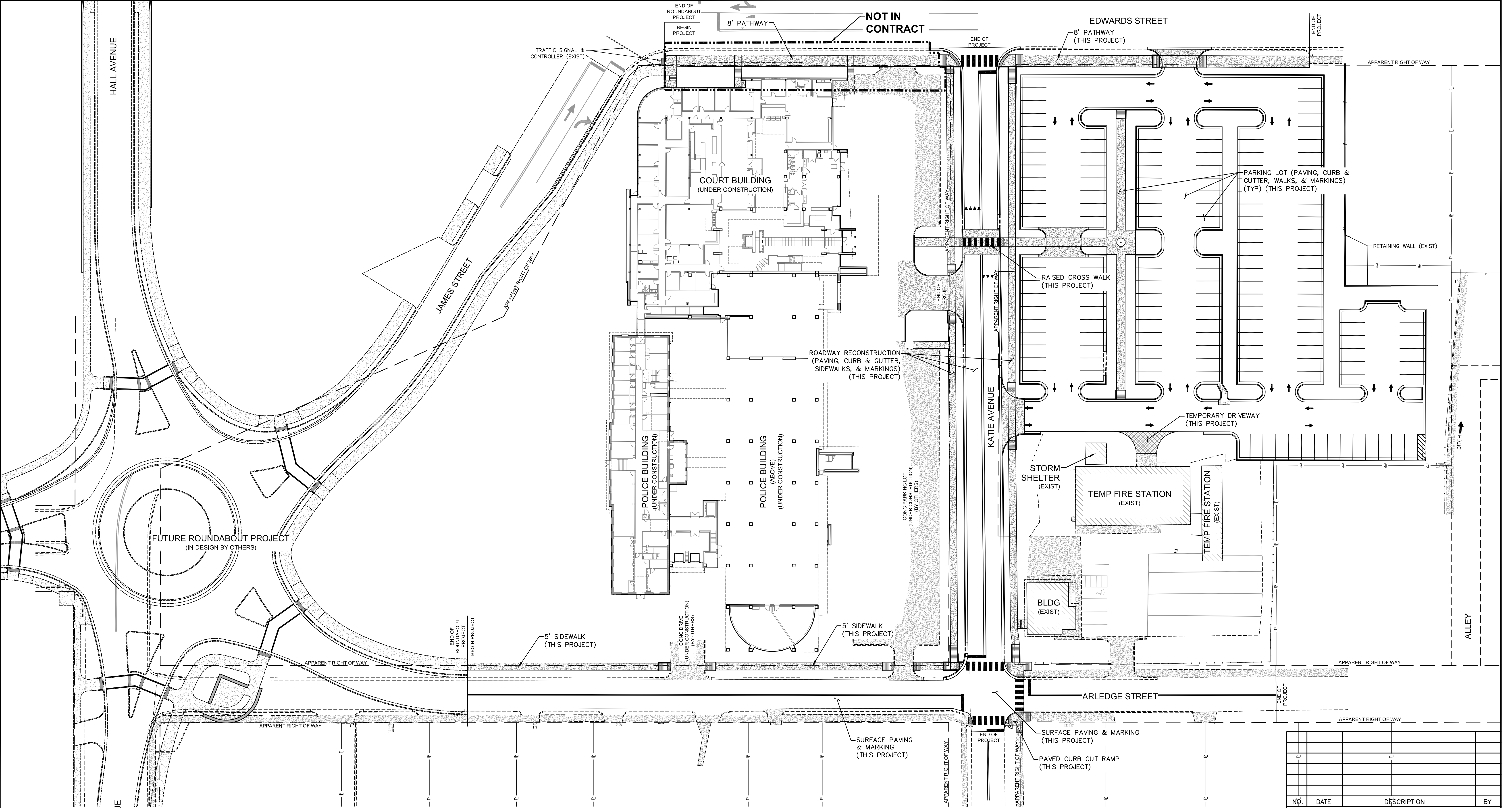
A/C	— AIR CONDITIONER
ADA	— AMERICAN DISABILITY ACT
&	— AND
APPURT	— APPURTENANCES
ARCH	— ARCHITECTURAL
ASPLT	— ASPHALT
BLDG	— BUILDING
CL	— CENTERLINE
CL	— CLASS
CONC	— CONCRETE
CRNR	— CORNER
CPP	— CORRUGATED PLASTIC PIPE
CSI	— CRIME SCENE INVESTIGATION
DBL	— DOUBLE
DIA	— DIAMETER
DRV	— DRIVE
DI	— DUCTILE IRON
E	— EAST
ETC	— ETCTERA
EXIST	— EXISTING
EXP	— EXPANSION
FFE	— FINISH FLOOR ELEVATION
FIG	— FIGURE
FL	— FLOW LINE
GP	— GROUP
GRVL	— GRAVEL
HC	— HANDICAP
HDPE	— HIGH DENSITY POLYETHYLENE PIPE
HYD	— HYDRANT
INCL	— INCLUDING
INV	— INVERT
JNT	— JOINT
LF	— LINEAR FEET
LVM	— LOOSE VOLUME MEASURE
MAT'L	— MATERIAL
MAX	— MAXIMUM
MH	— MANHOLE
MIN	— MINIMUM
MM	— MILLIMETER
MOD	— MODIFIED
N	— NORTH
NE	— NORTHEAST
NW	— NORTHWEST
NTP	— NOT THIS PROJECT
No.	— NUMBER
OC	— ON CENTER
PVMNT	— PAVEMENT
PLUMB	— PLUMBING
PIV	— POST INDICATOR VALVE
PSI	— POUNDS PER SQUARE INCH
PVC	— POLYVINYL CHLORIDE PIPE
R	— RADIUS
RCAP	— REINFORCED CONCRETE ARCHED PIPE
RCP	— REINFORCED CONCRETE PIPE
REQ'D	— REQUIRED
RET	— RETAINING
ROW	— RIGHT OF WAY
S	— SOUTH
SAN	— SANITARY
SCH	— SCHEDULE
SE	— SOUTHEAST
SEC	— SECTION
SDR	— STANDARD DIAMETER RATIO
SPECS	— SPECIFICATIONS
SQ	— SQUARE
SS	— STAINLESS STEEL
SUPP	— SUPPLEMENTAL
SW	— SOUTHWEST
SWR	— SEWER
SY	— SQUARE YARD
TYP	— TYPICAL
W	— WEST
W/	— WITH
W/O	— WITHOUT

SYMBOL LEGEND:

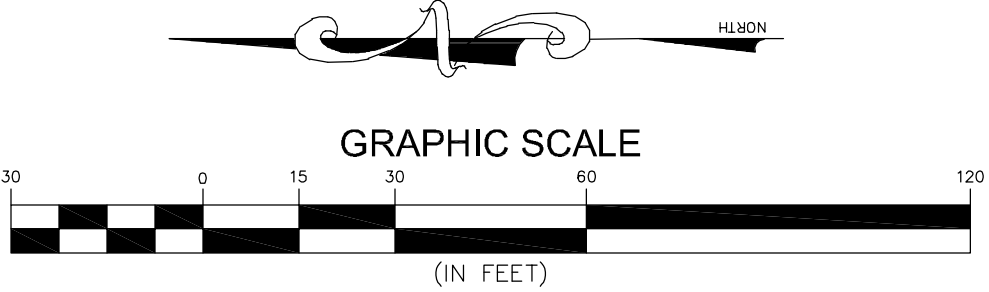
— — — — —	— CENTER LINE
	— ELECTRICAL PANEL/BOX
---	— CONTOURS (EXIST) (1' INTERVALS)
---	— CONTOURS (PROPOSED) (1' INTERVALS)
—○—	— FENCE
-FP-	— FENCE POST
	— FIBER OPTIC BOX
	— FIBER OPTIC PEDESTAL
+FID	— FIBER OPTIC INDICATOR POST
	— FIRE HYDRANT
-GID-	— GAS INDICATOR POST
---G---G---	— GAS LINE (EXIST)
---G---G---	— GAS LINE (PROPOSED)
	— GAS METER
	— GAS VALVE
-GT-	— GATE POST
	— GENERATOR
-GP-	— GUARD POST
	— LIGHT ON POLE
—P—	— PROPERTY LINE
	— SAN SWR CLEAN-OUT
---SS---SS---	— SAN SWR LINE (EXIST)
---SS---SS---	— SAN SWR LINE (PROPOSED)
	— SAN SWR MANHOLE
	— SIGN
	— SPOT GRADE (EXIST)
	— SPOT GRADE (PROPOSED)
---SD---SD---	— STORM DRAIN
	— STORM DRAIN MANHOLE
	— TELEPHONE PEDESTAL
	— TRANSFORMER
---UD---UD---	— UNDER DRAIN
---P---P---	— UTILITY LINES (UNDERGROUND)
---P---P---	— UTILITY LINES (OVERHEAD)
---T---T---	— UTILITY LINES (OVERHEAD)
	— UTILITY POLE
	— UTILITY POLE
	— UTILITY POLE GUY WIRE
	— UTILITY SERVICE POLE
---W---W---	— WATER LINE (EXIST)
---W---W---	— WATER LINE (PROPOSED)
	— WATER METER
	— WATER VALVE

NO.	DATE	DESCRIPTION	BY
GENERAL NOTES & LEGENDS			
HATTIESBURG PUBLIC SAFTY COMPLEX CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI			
Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: RES/SLS		Checked by: SEM	
Date: 07-30-2021		Scale: NONE	
Drawing No.: 1235-156		Sheet No. C0.2	

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SPECIAL NOTE:
TEMPORARY FIRE STATION SHALL REMAIN ACCESSIBLE
AT ALL TIMES. ACCESS DISRUPTIONS SHALL BE
COORDINATED WITH HATTIESBURG FIRE CHIEF.



NO.	DATE	DESCRIPTION	BY

OVERALL SITE PLAN
HATTIESBURG PUBLIC SAFETY COMPLEX
CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI

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

Drawn by: RES/SLS

Checked by: SEM

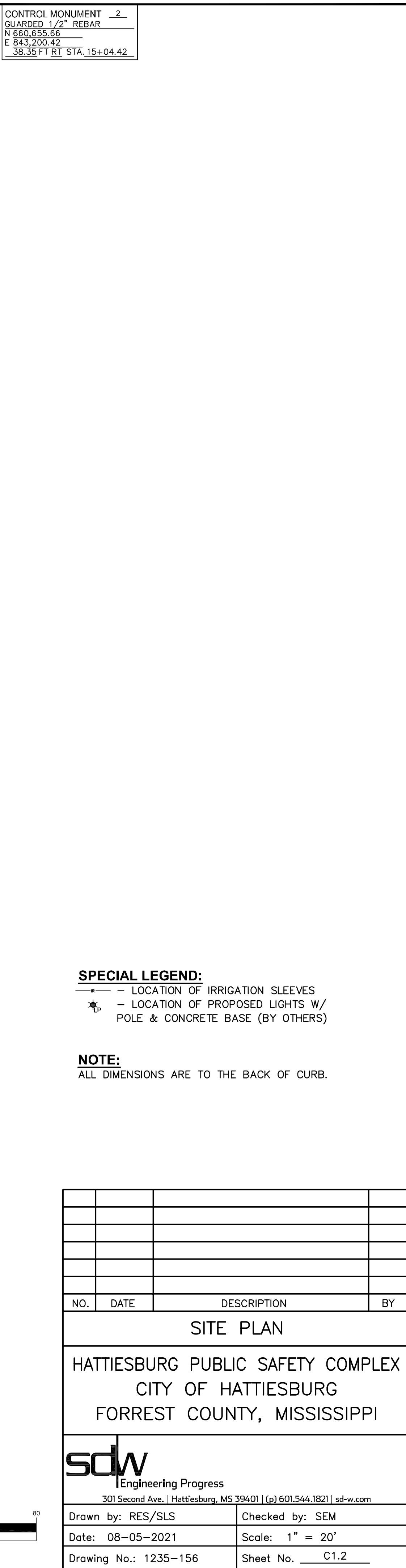
Date: 08-05-2021

Scale: 1" = 30'

Drawing No.: 1235-156

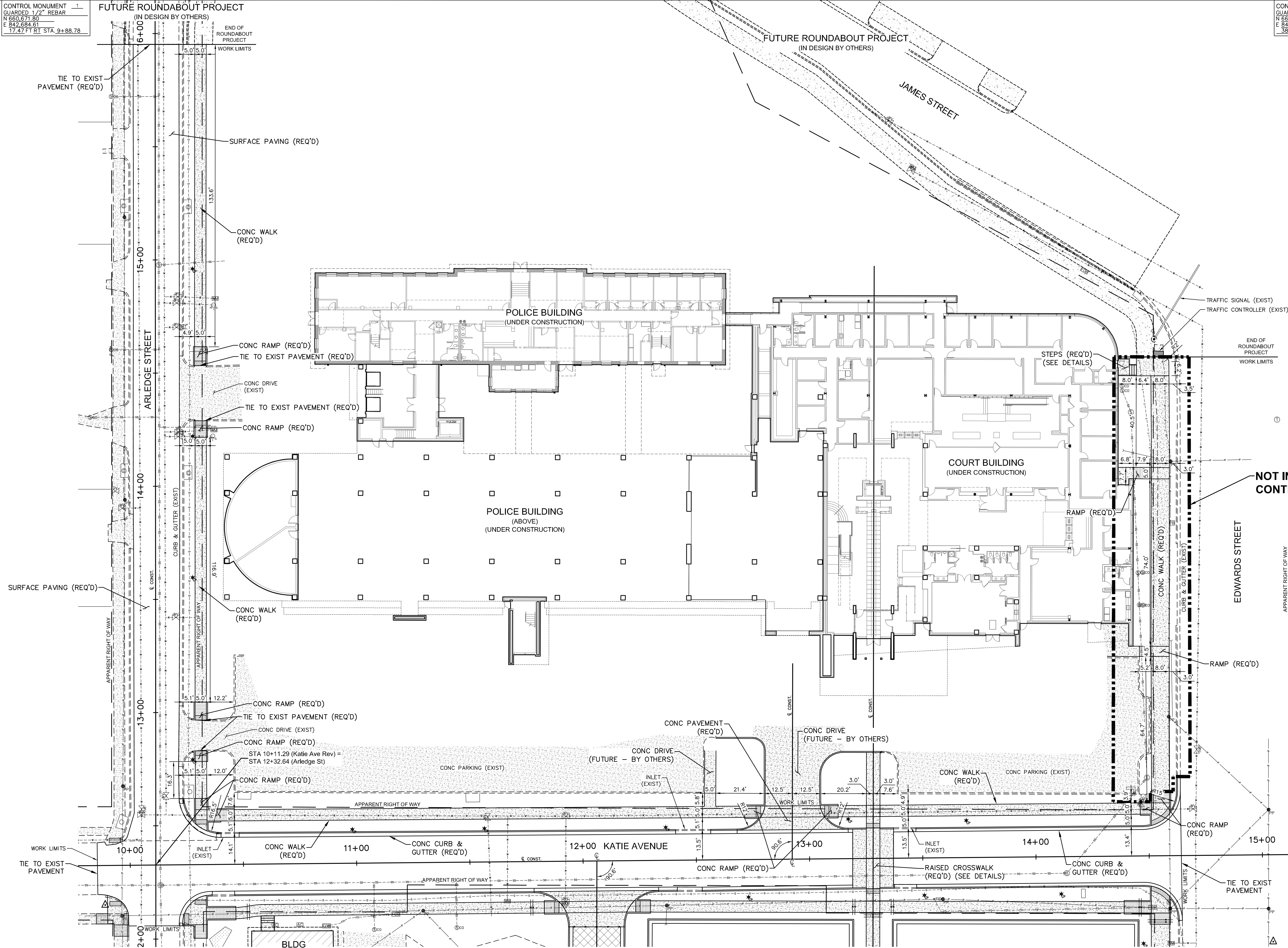
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NO.	DATE	DESCRIPTION	BY
DEMOLITION PLAN			
HATTIESBURG PUBLIC SAFETY COMPLEX CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI			
 Engineering Progress 301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: RES/SLS		Checked by: SEM	
Date: 08-05-2021		Scale: 1" = 20'	
Drawing No.: 1235-156		Sheet No. C1.1	



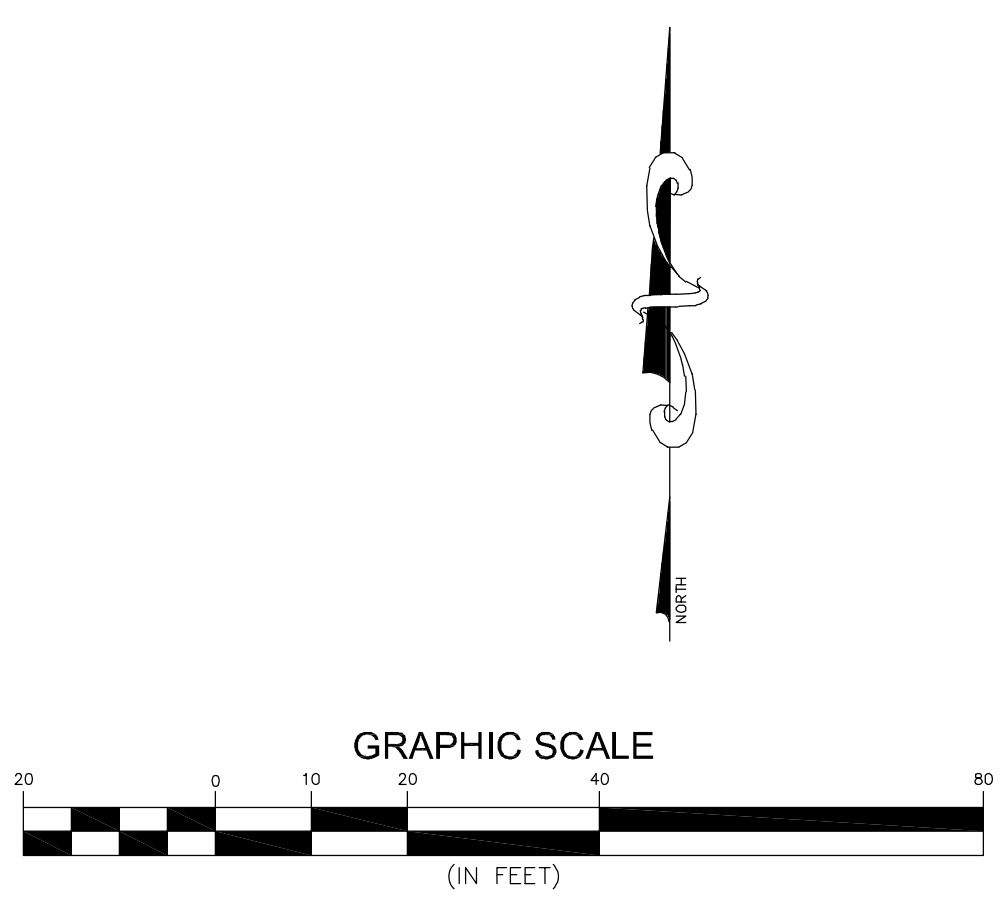
CONTROL MONUMENT 1
GUARDED 1/2" REBAR
N 660.671.60
E 842.684.61
17.47 FT RT STA 9+88.78

CONTROL MONUMENT 2
GUARDED 1/2" REBAR
N 660.655.36
E 843.200.42
38.35 FT RT STA 15+04.42

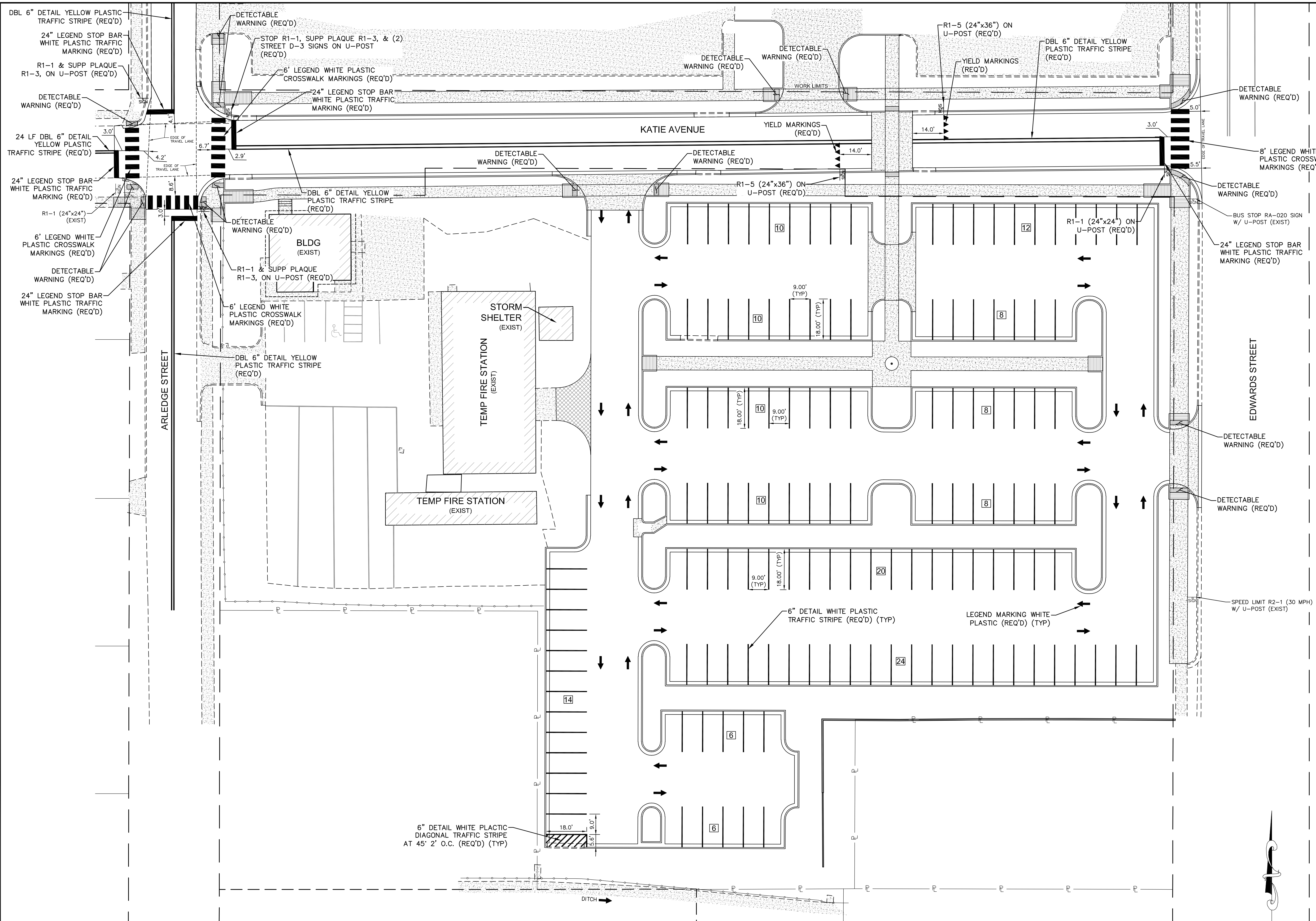


SPECIAL LEGEND:
— LOCATION OF IRRIGATION SLEEVES
★ LOCATION OF PROPOSED LIGHTS W/ POLE & CONCRETE BASE (BY OTHERS)

NOTE:
ALL DIMENSIONS ARE TO THE BACK OF CURB.

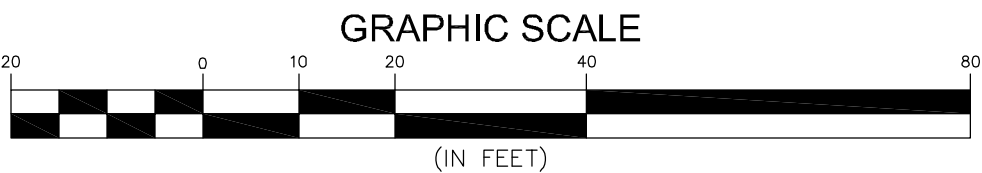


SITE PLAN CONTINUED			
HATTIESBURG PUBLIC SAFETY COMPLEX			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
 Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: RES/SLS		Checked by: SEM	
Date: 08-05-2021		Scale: 1" = 20'	
Drawing No.: 1235-156		Sheet No. C1.3	



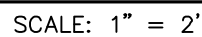
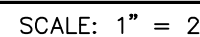
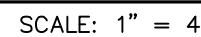
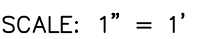
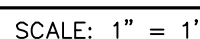
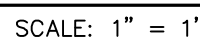
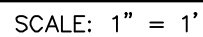
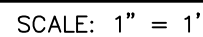
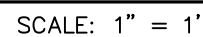
NOTES:
TOTAL PARKING SPACES = 146 SPACES

- NOTES:**
- 1. ROAD NAMES SHOWN ON THIS PLAN ARE NOT PAVEMENT MARKINGS.
 - 2. ALL PROPOSED SIGNS SHALL BE MOUNTED ON STEEL 3.0 LBS/FT U-SECTION POSTS PER STANDARD DETAILS, UNLESS OTHERWISE NOTED.
 - 3. WHERE MULTIPLE SIGNS ARE SHOWN ON THIS PLAN, SIGNS SHALL BE MOUNTED IN THE ORDER AS LISTED FROM TOP TO BOTTOM.

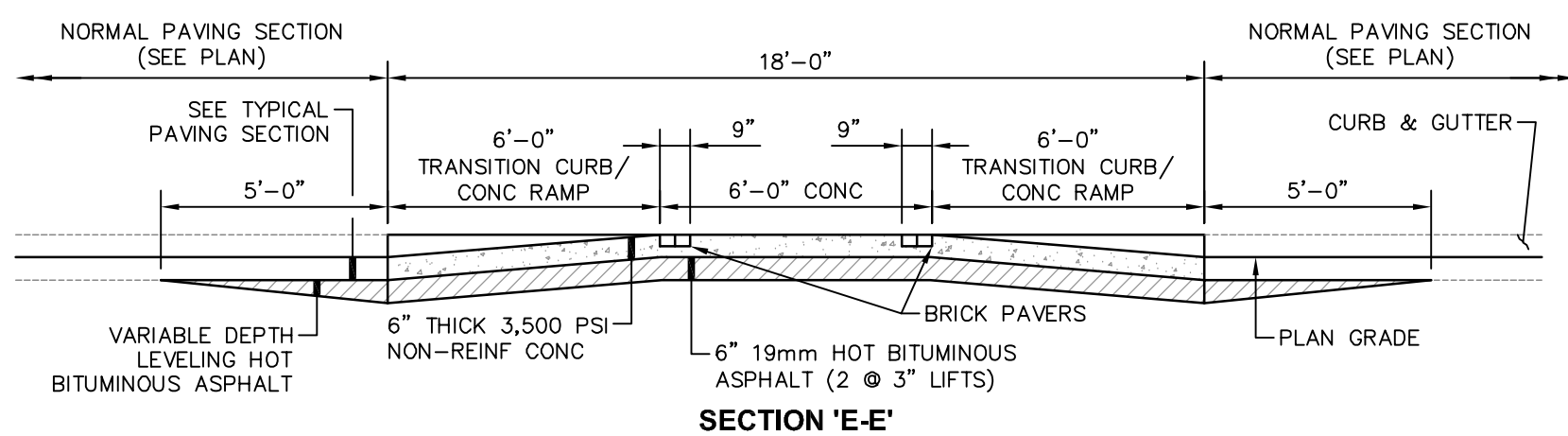
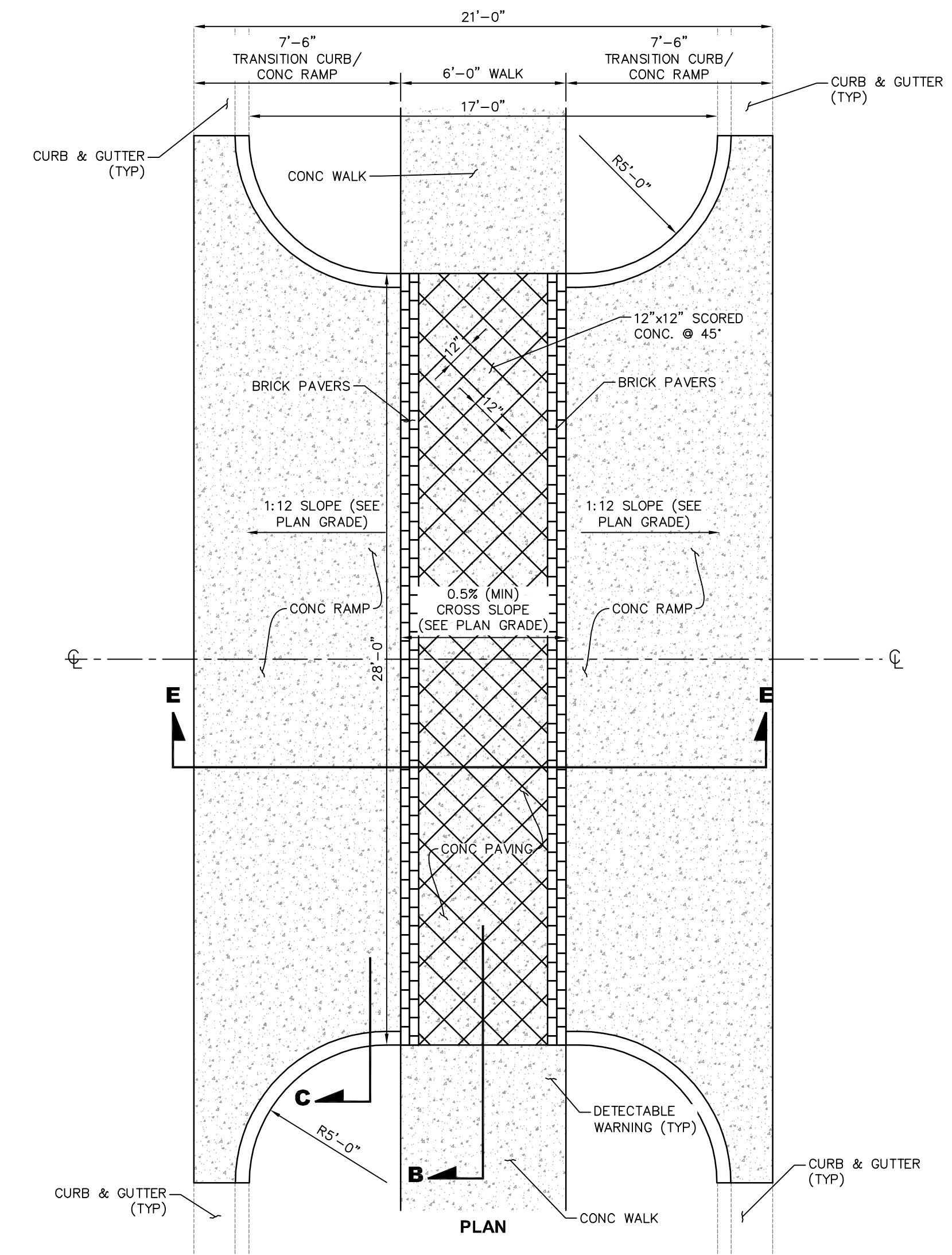


NO.	DATE	DESCRIPTION	BY
PAVEMENT MARKING & SIGNAGE PLAN			
HATTIESBURG PUBLIC SAFETY COMPLEX			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
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Date: 08-05-2021		Scale: 1" = 20'	
Drawing No.: 1235-156		Sheet No. C1.4	

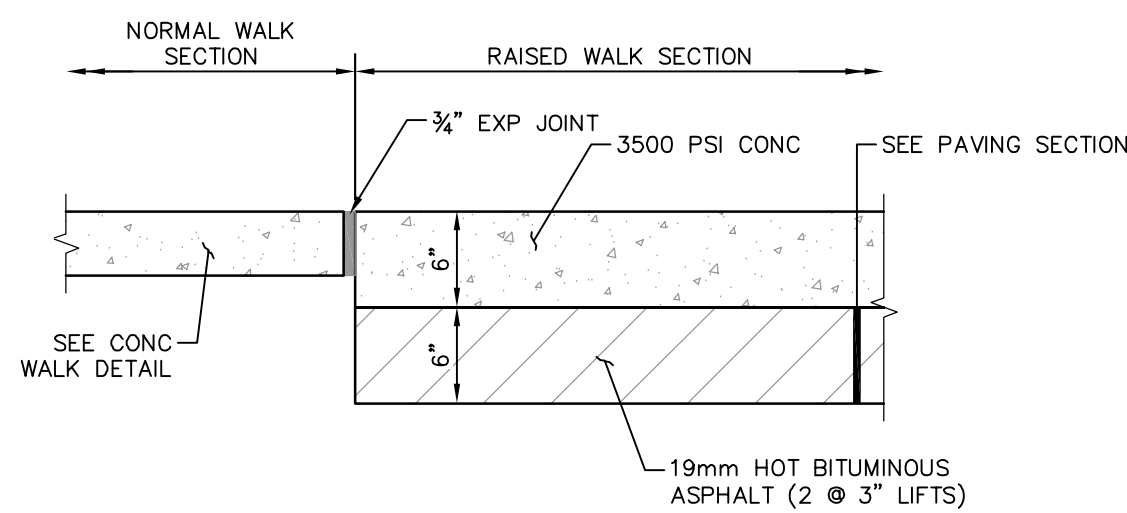




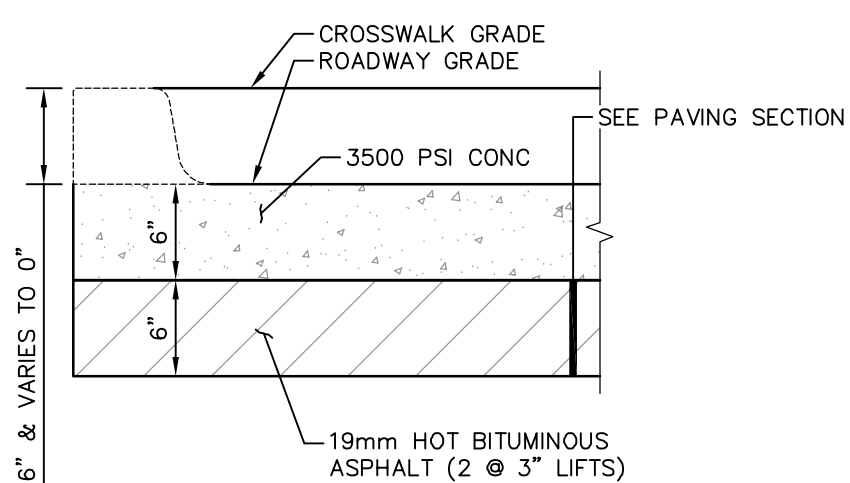
SITE DETAILS	
HATTIESBURG PUBLIC SAFETY COMPLEX CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI	
 sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sdw.com	
Drawn by: RES/SLS	Checked by: SEM
Date: 07/30/2021	Scale: AS NOTED
Drawing No.: 1235-156	Sheet No. <u> C1.6 </u>



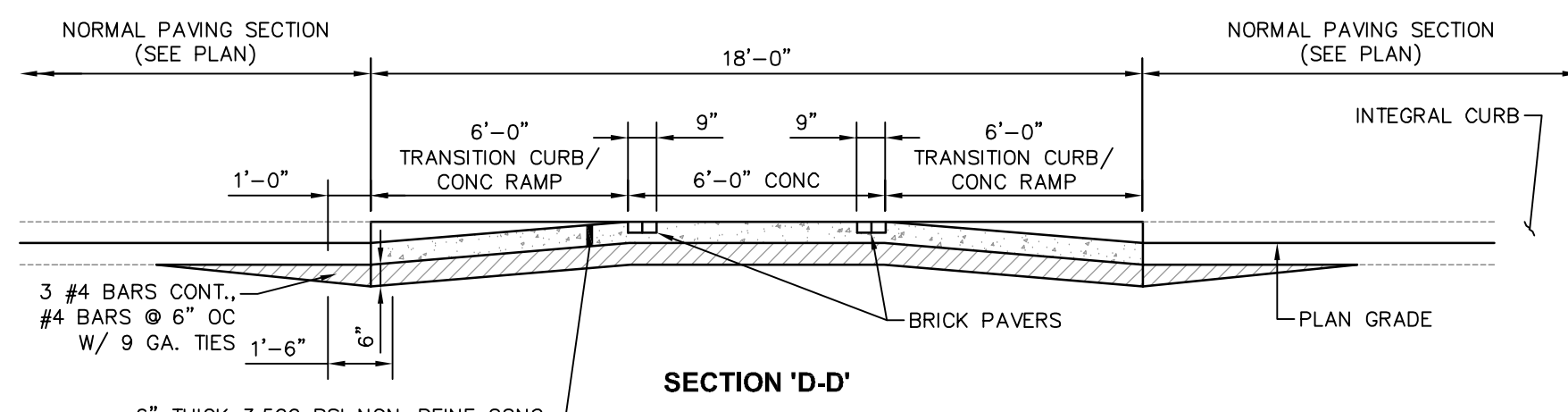
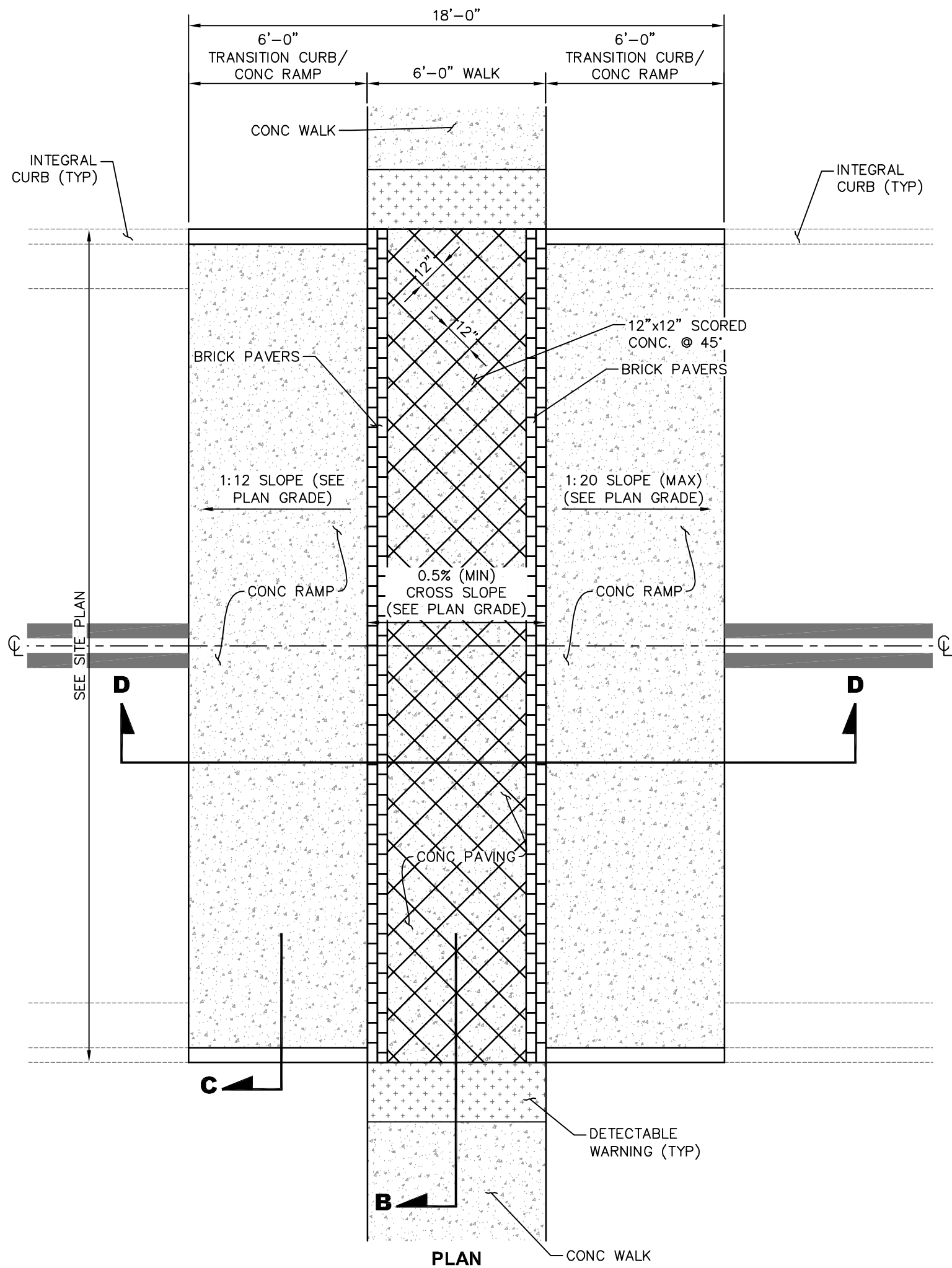
RAISED CROSSWALK DETAIL FOR PARKING LOT
SCALE: 1" = 4'



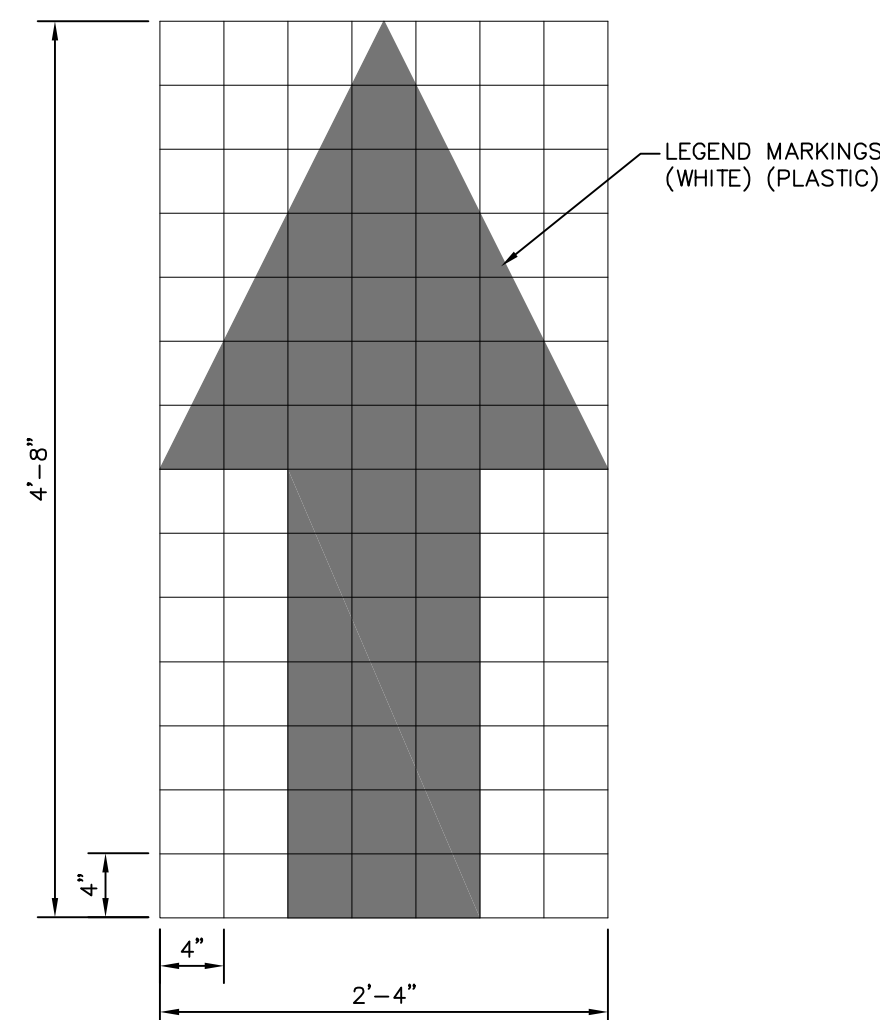
SECTION B-B
SCALE: NONE



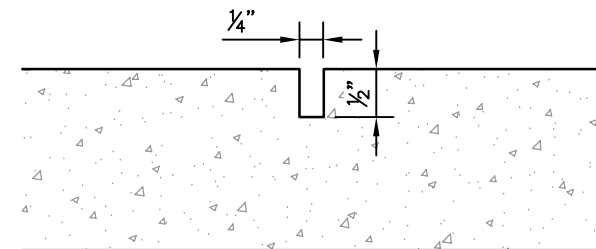
SECTION C-C
SCALE: NONE



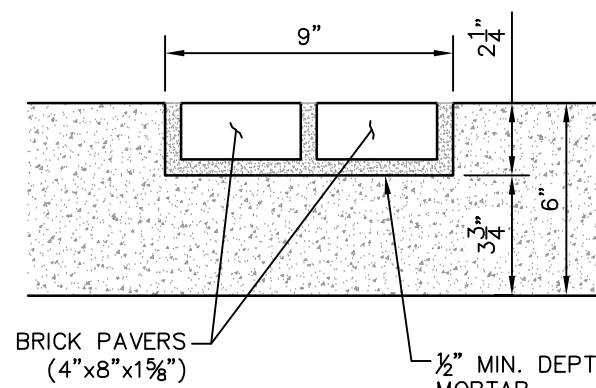
RAISED CROSSWALK DETAIL FOR ROADWAY
SCALE: 1" = 4'



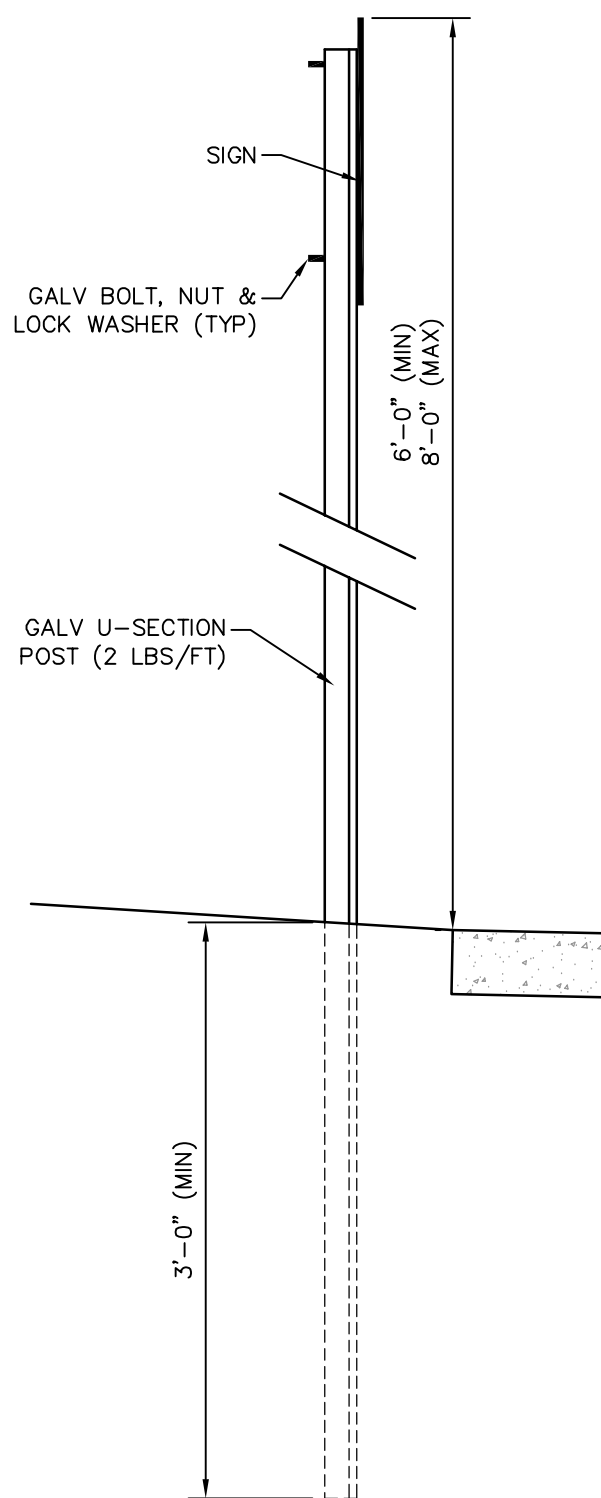
TYPICAL TRAFFIC ARROW MARKING DETAIL
SCALE: 1" = 1'



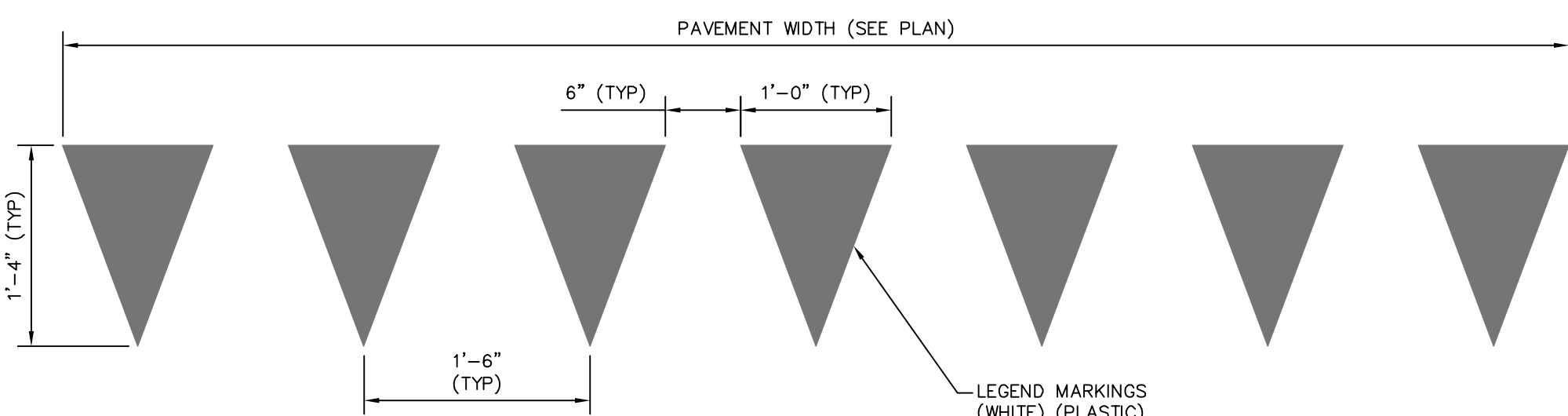
SCORING DETAIL
SCALE: NONE



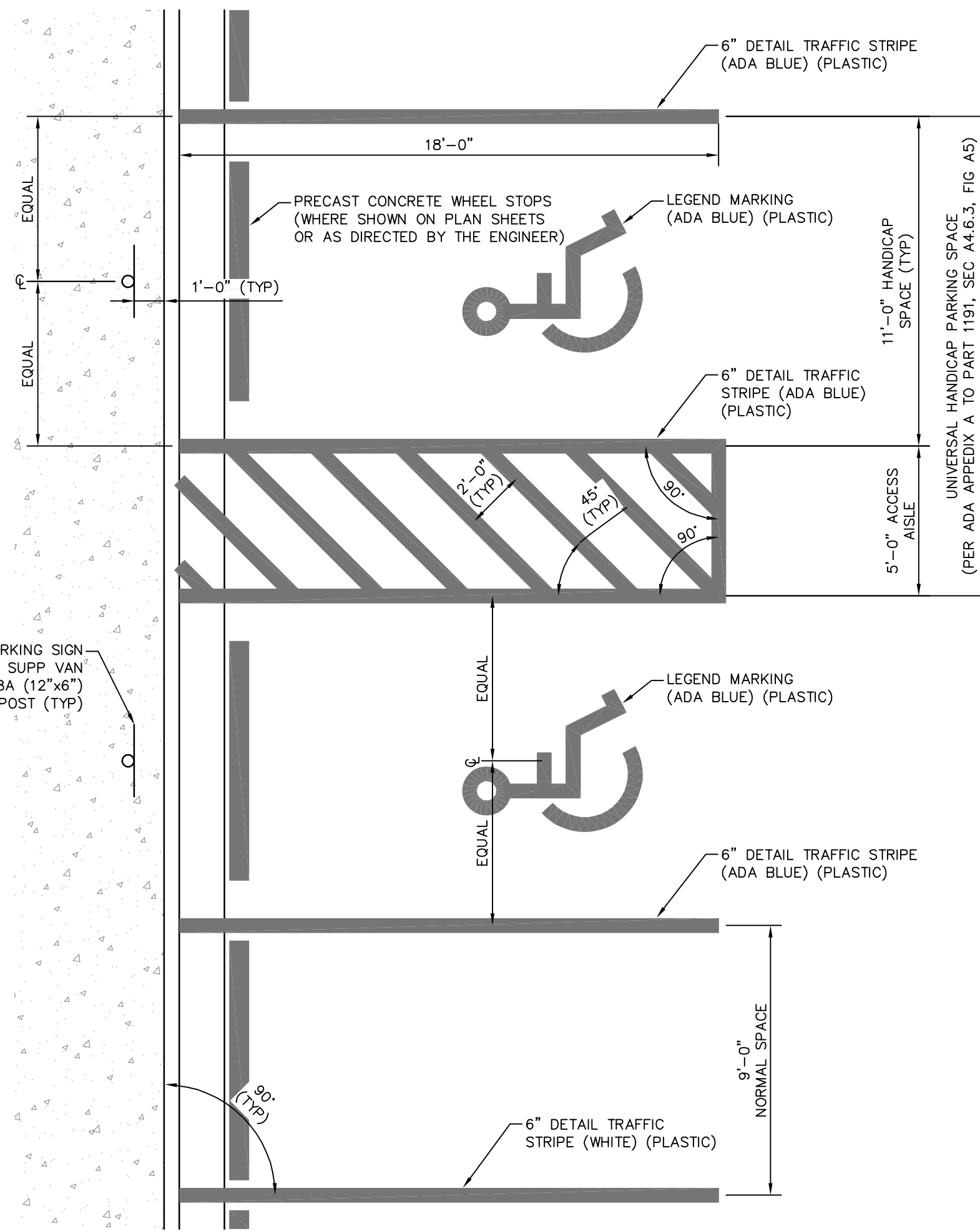
PAVER SECTION DETAIL
SCALE: NONE



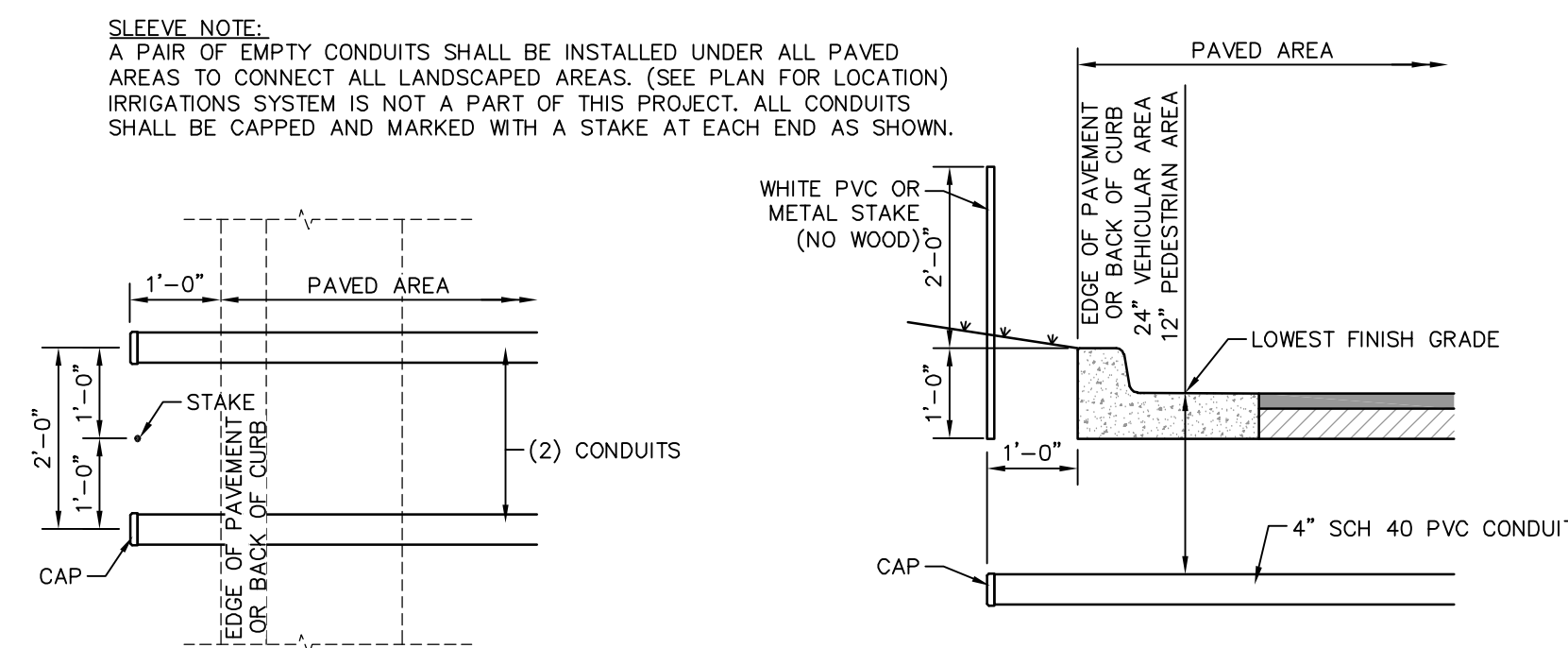
TYPICAL SIGN INSTALLATION SECTION DETAIL
SCALE: 1" = 1'



TYPICAL YIELD MARKING DETAIL
SCALE: 1" = 1'

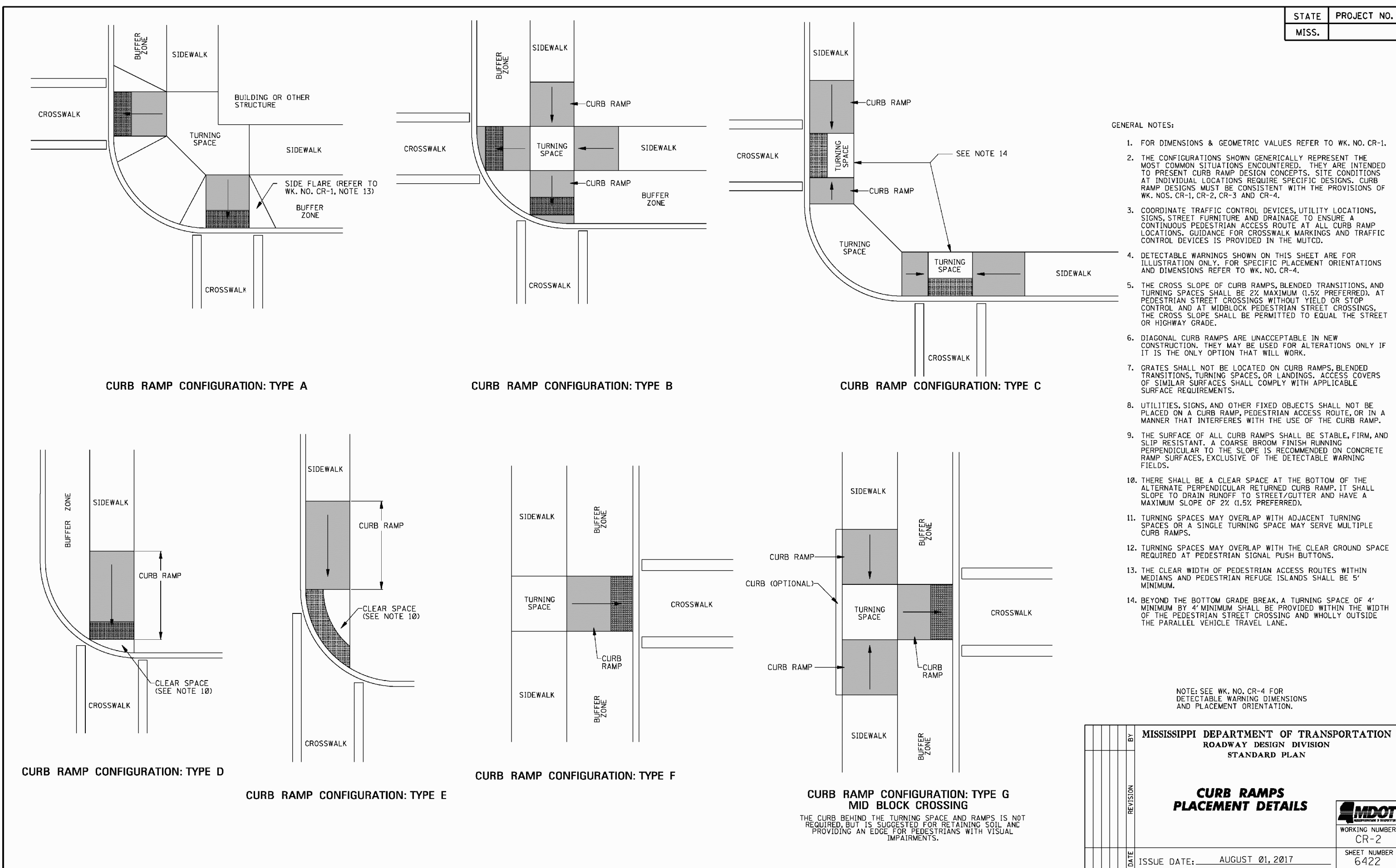


TYPICAL PERPENDICULAR PARKING PAVEMENT MARKING DETAIL
SCALE: 1" = 4'



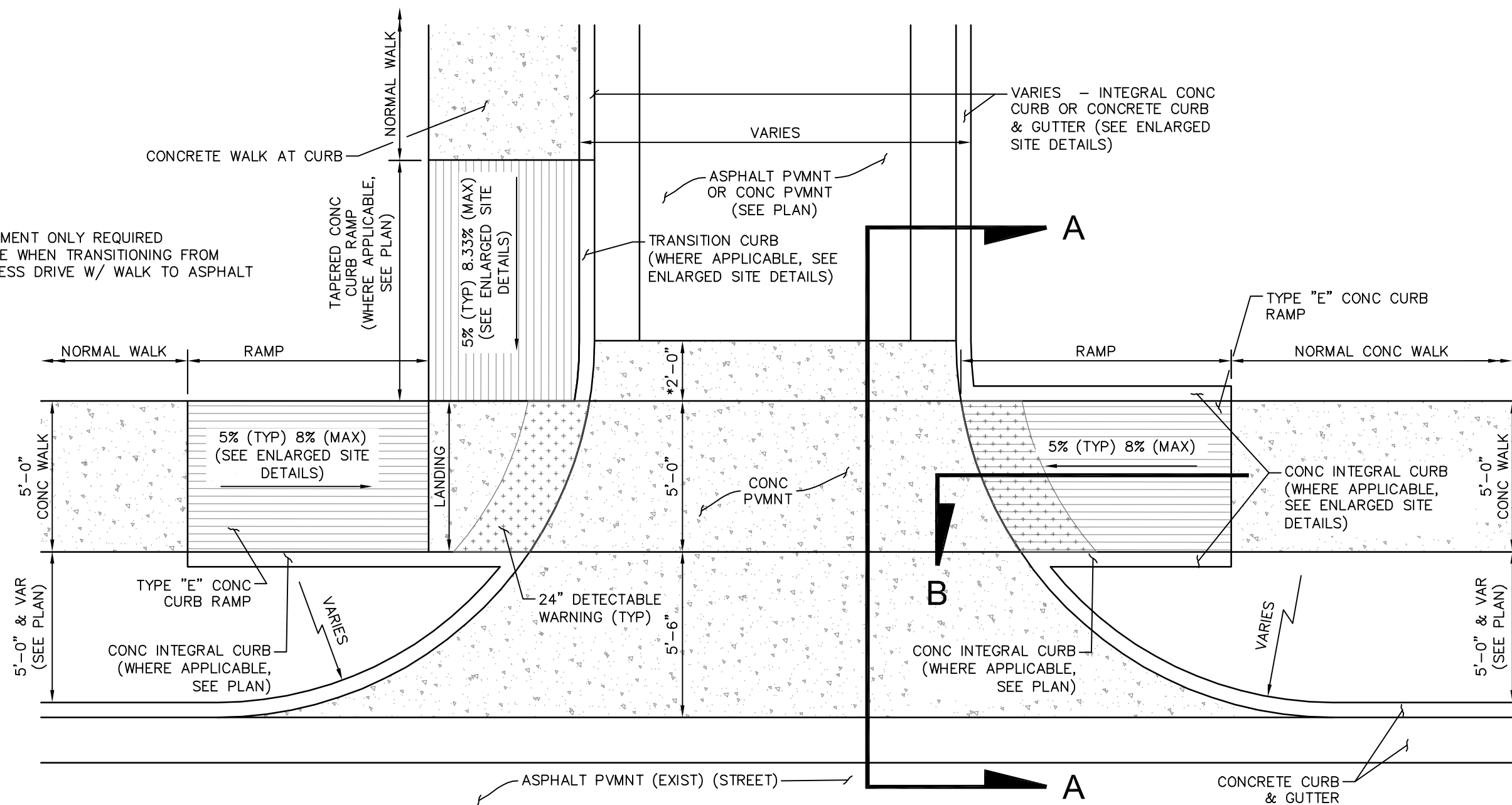
TYPICAL IRRIGATION SLEEVE INSTALLATION DETAIL
SCALE: 1" = 2'

NO.	DATE	DESCRIPTION	BY
SITE DETAILS			
HATTIESBURG PUBLIC SAFETY COMPLEX			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw			
Engineering Progress			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
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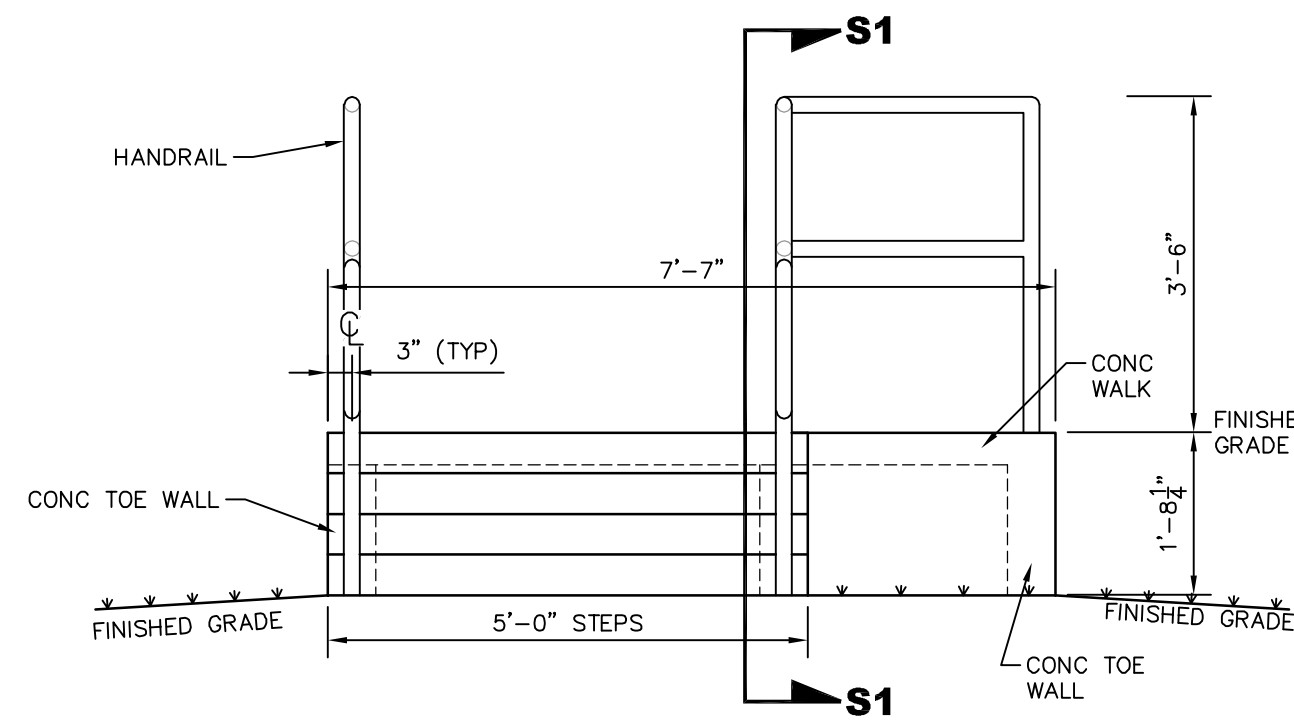
NO.	DATE	DESCRIPTION		BY
SITE DETAILS				
HATTIESBURG PUBLIC SAFETY COMPLEX				
CITY OF HATTIESBURG				
FORREST COUNTY, MISSISSIPPI				
 Engineering Progress				
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com				
Drawn by: RES/SLS		Checked by: SEM		
Date: 07/30/2021		Scale: AS NOTED		
Drawing No.: 1235-156		Sheet No. <u> C1.8 </u>		

*NOTE:
2'-0" CONC PAVEMENT ONLY REQUIRED
WHERE APPLICABLE WHEN TRANSITIONING FROM
CONC PAVED ACCESS DRIVE W/ WALK TO ASPHALT
PAVED DRIVE



TYPICAL CONCRETE DRIVEWAY RAMP PLAN DETAIL

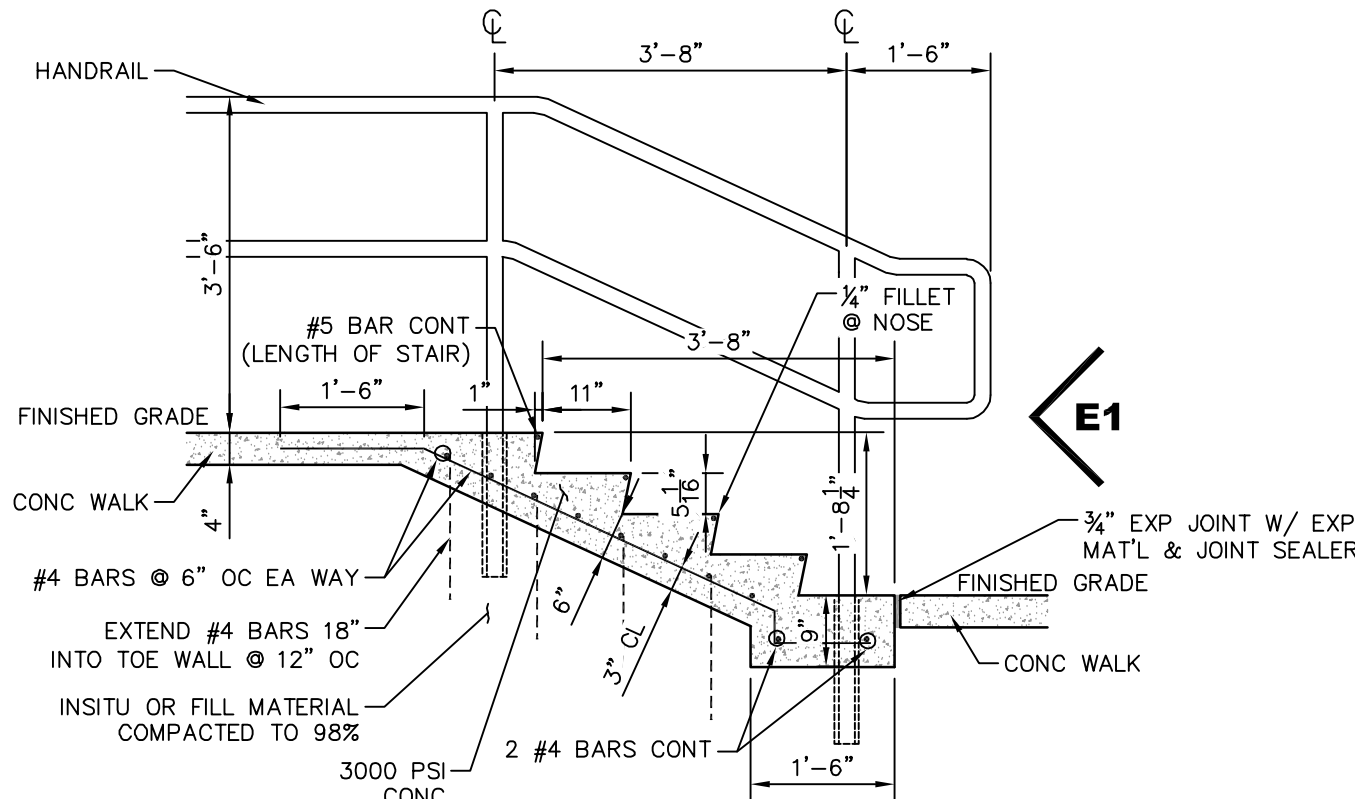
SCALE: 1" = 4'



ELEVATION 'E1'

STEPS #1 DETAIL - BUILDING (PROPOSED) - EAST EXIT DOOR

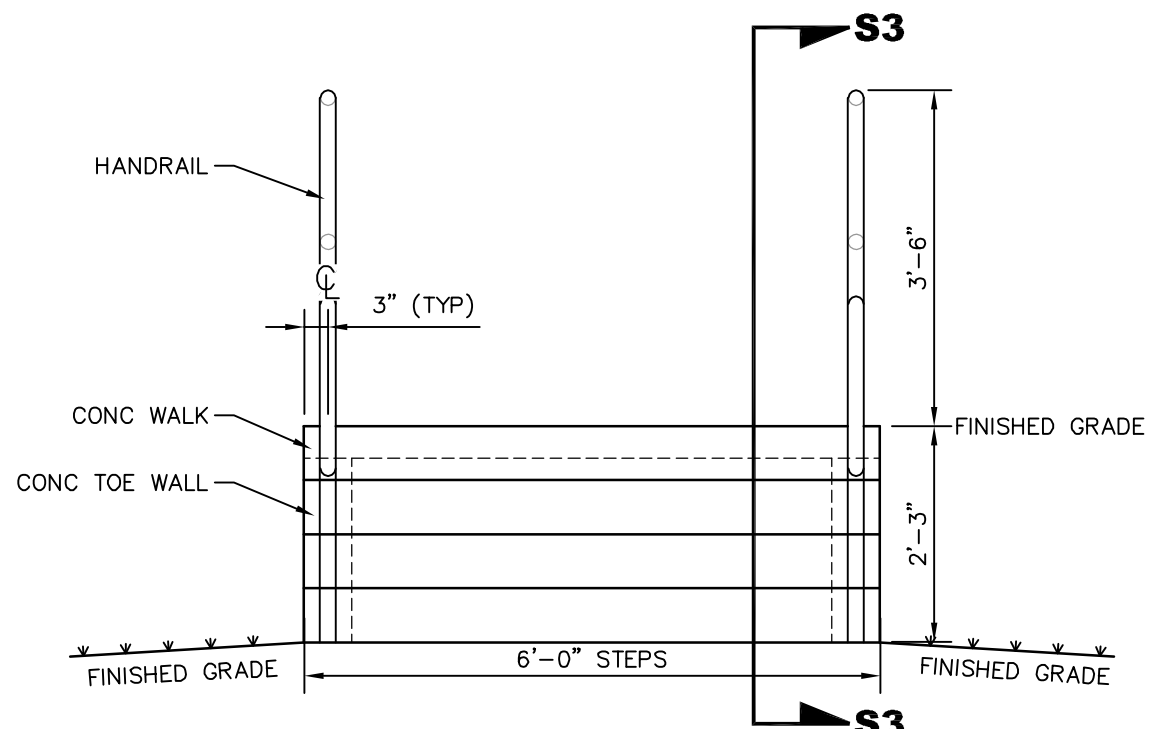
SCALE: 1" = 2'



SECTION 'S1-S1'

STEPS #1 DETAIL - BUILDING (PROPOSED) - EAST EXIT DOOR

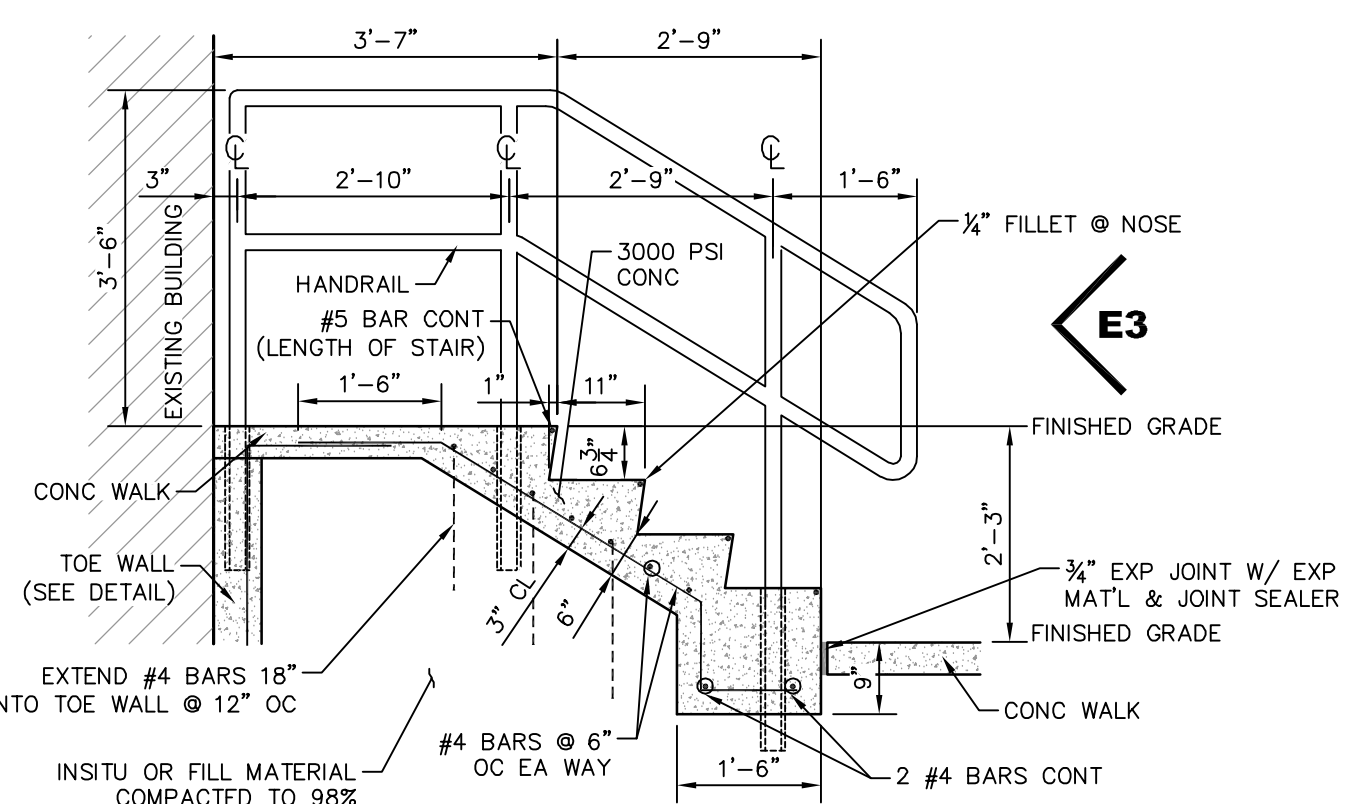
SCALE: 1" = 2'



ELEVATION 'E3'

STEPS #2 DETAIL - BUILDING (EXIST) - NORTH EXIT DOOR

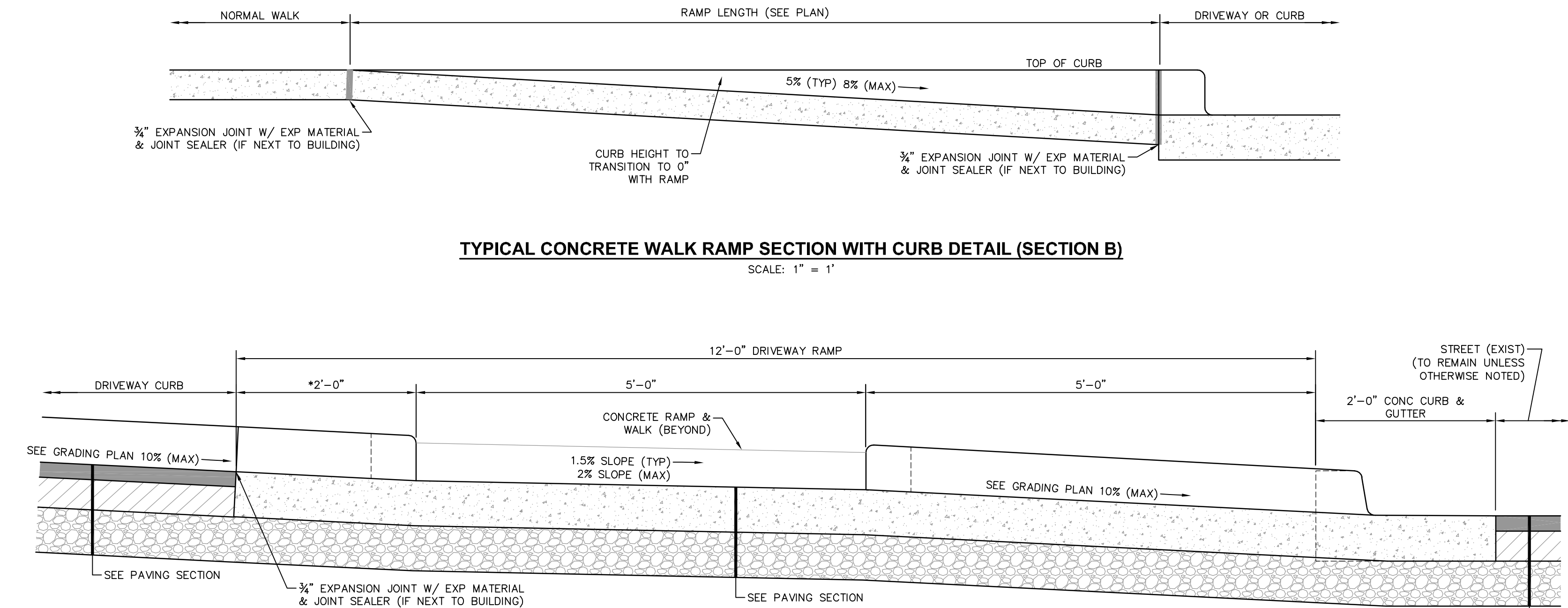
SCALE: 1" = 2'



SECTION 'S3-S3'

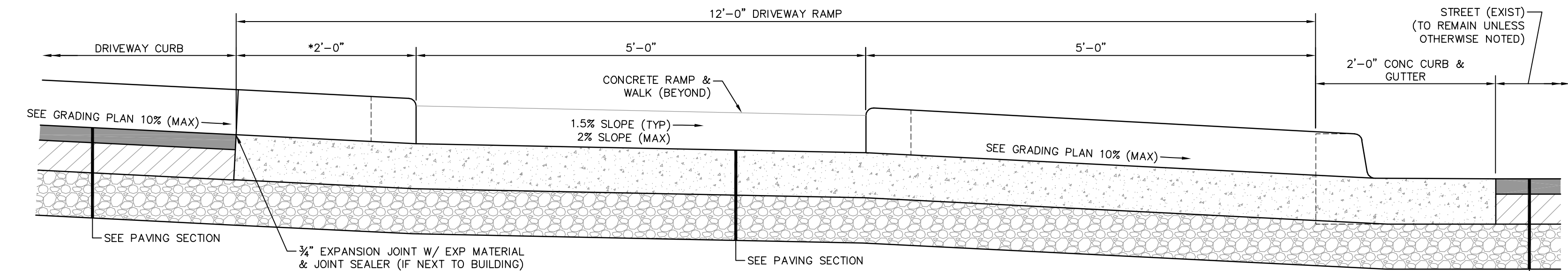
STEPS #2 DETAIL - BUILDING (EXIST) - NORTH EXIT DOOR

SCALE: 1" = 2'



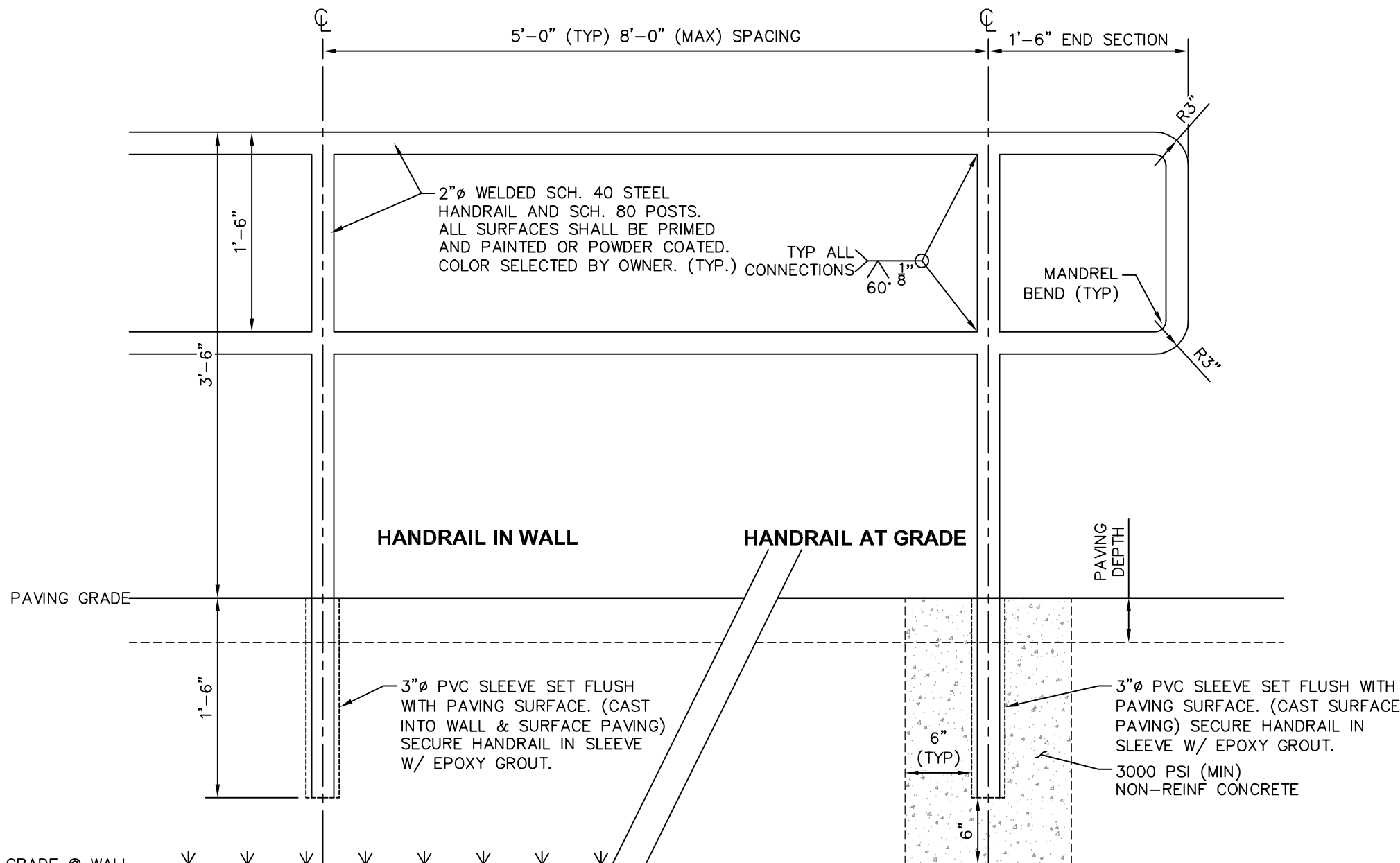
TYPICAL CONCRETE DRIVEWAY RAMP SECTION DETAIL (SECTION A-A)

SCALE: 1" = 1'



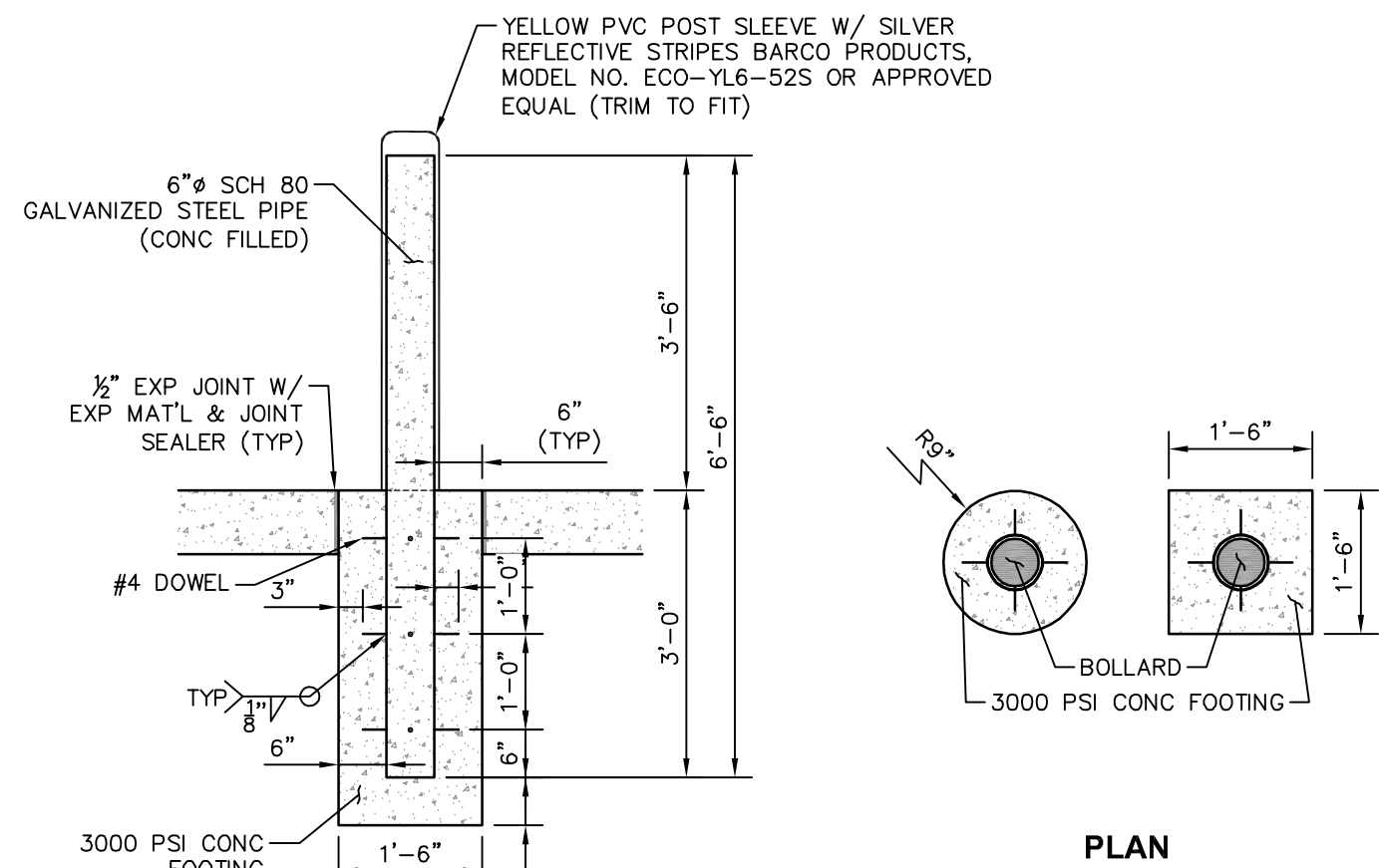
TYPICAL CONCRETE WALK RAMP SECTION WITH CURB DETAIL (SECTION B)

SCALE: 1" = 1'



TYPICAL HANDRAIL ELEVATION DETAIL

SCALE: 1" = 1'



TYPICAL BOLLARD DETAIL

SCALE: 1" = 2'

GENERAL CONCRETE STRUCTURE NOTES:

1. LL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE "AMERICAN CONCRETE INSTITUTE BUILDING CODE" (ACI 318) AND THE "SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS" (ACI 1301), LATEST EDITIONS.
2. ALL NORMAL WEIGHT CONCRETE (145 P.C.F.) SHALL OBTAIN A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3000 PSI.
3. REINFORCING BARS SHALL BE DEFORMED BARS OF NEW BILLET STEEL CONFORMING TO ASTM SPECIFICATIONS A-615, GRADE 60. ALL REINFORCING AND ACCESSORIES SHALL BE DETAILED AND PLACED IN ACCORDANCE WITH ACI STANDARDS 315-80 AND 315R-80.
4. PLACE TWO (2) #5 BARS (EACH WAY) WITH A 24" PROJECTION AROUND ALL OPENINGS IN CONCRETE, UNLESS OTHERWISE SHOWN OR NOTED. REINFORCEMENT SHALL BE CONTINUOUS ACROSS JOINTS AND AROUND CORNERS OR SPICE BARS SHALL BE PROVIDED IN ACCORDANCE WITH ACI STANDARDS 315-80 AND 315R-80. CORNER BARS SHALL BE PROVIDED AT ALL WALL CORNERS, EQUAL TO HORIZONTAL WALL REINFORCEMENT.
5. ALL REINFORCING SHALL BE BOUND TOGETHER BY 9 GAUGE TIES.
6. ALL IN-SITU MATERIAL SHALL BE PROOF ROLLED PRIOR TO CONSTRUCTION. SOFT OR YIELDING AREAS SHALL BE UNDERCUT TO A DEPTH OF, NOT LESS THAN, 24 INCHES AND EXTENDED BEYOND THE PROPOSED STRUCTURE BY 12 INCHES. FILL MATERIAL SHALL BE ENGINEERED FILL AS DETAILED IN THE GEOTECHNICAL REPORT.
7. NO HORIZONTAL CONSTRUCTION OR EXPANSION JOINTS SHALL BE ALLOWED, OTHER THAN THE CONSTRUCTION JOINT NOTED ON THE DETAILS. VERTICAL CONSTRUCTION OR EXPANSION JOINTS SHALL BE SPACED AS DETAILED, UNLESS OTHERWISE DIRECTED BY THE ENGINEER.

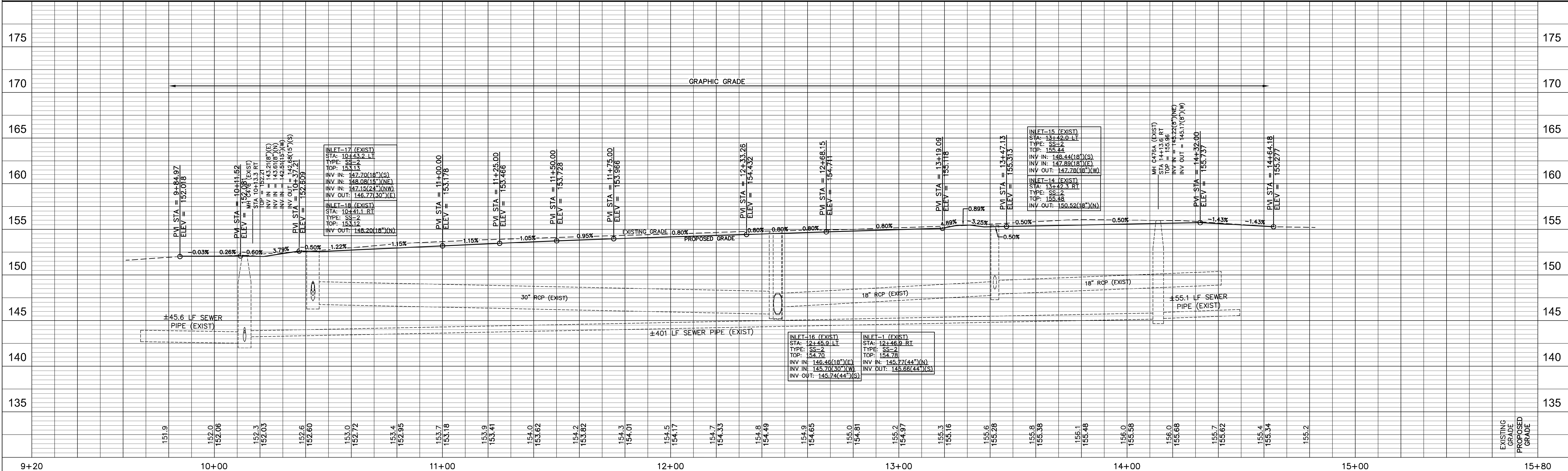
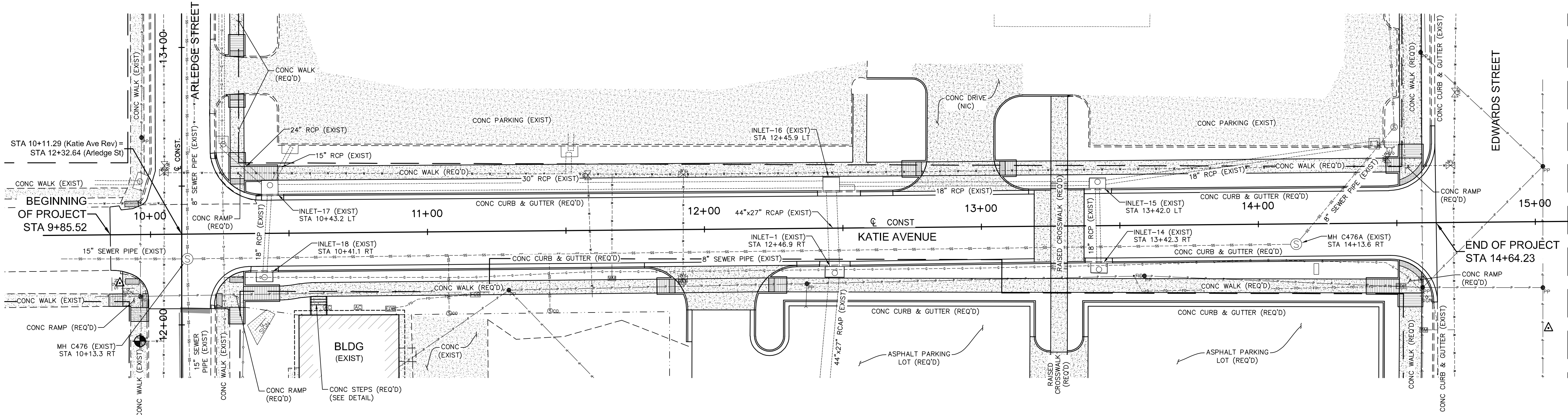
NO.	DATE	DESCRIPTION	BY
SITE DETAILS			
HATTIESBURG PUBLIC SAFETY COMPLEX			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
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Date: 07/30/2021		Scale: AS NOTED	
Drawing No.: 1235-156		Sheet No. C1.9	

CONTROL MONUMENT - 1
GUARDED 1/2" REBAR
N 660.671.80
E 842.684.61
17.47 FT RT STA. 9+88.78

BENCH MARK ELEVATION - 155.71
TOP OPERATING NUT ON FIRE HYDRANT
38.41 FT RT STA. 9+95.65

CONTROL MONUMENT - 2
GUARDED 1/2" REBAR
N 660.655.65
E 843.200.42
38.35 FT RT STA. 15+04.42

BENCH MARK ELEVATION - 156.03
TOP OPERATING NUT ON FIRE HYDRANT
109.77 FT RT STA. 14+58.65



KATIE AVENUE STA 9+60 - STA 15+00

HATTIESBURG PUBLIC SAFETY COMPLEX
HATTIESBURG, MISSISSIPPI

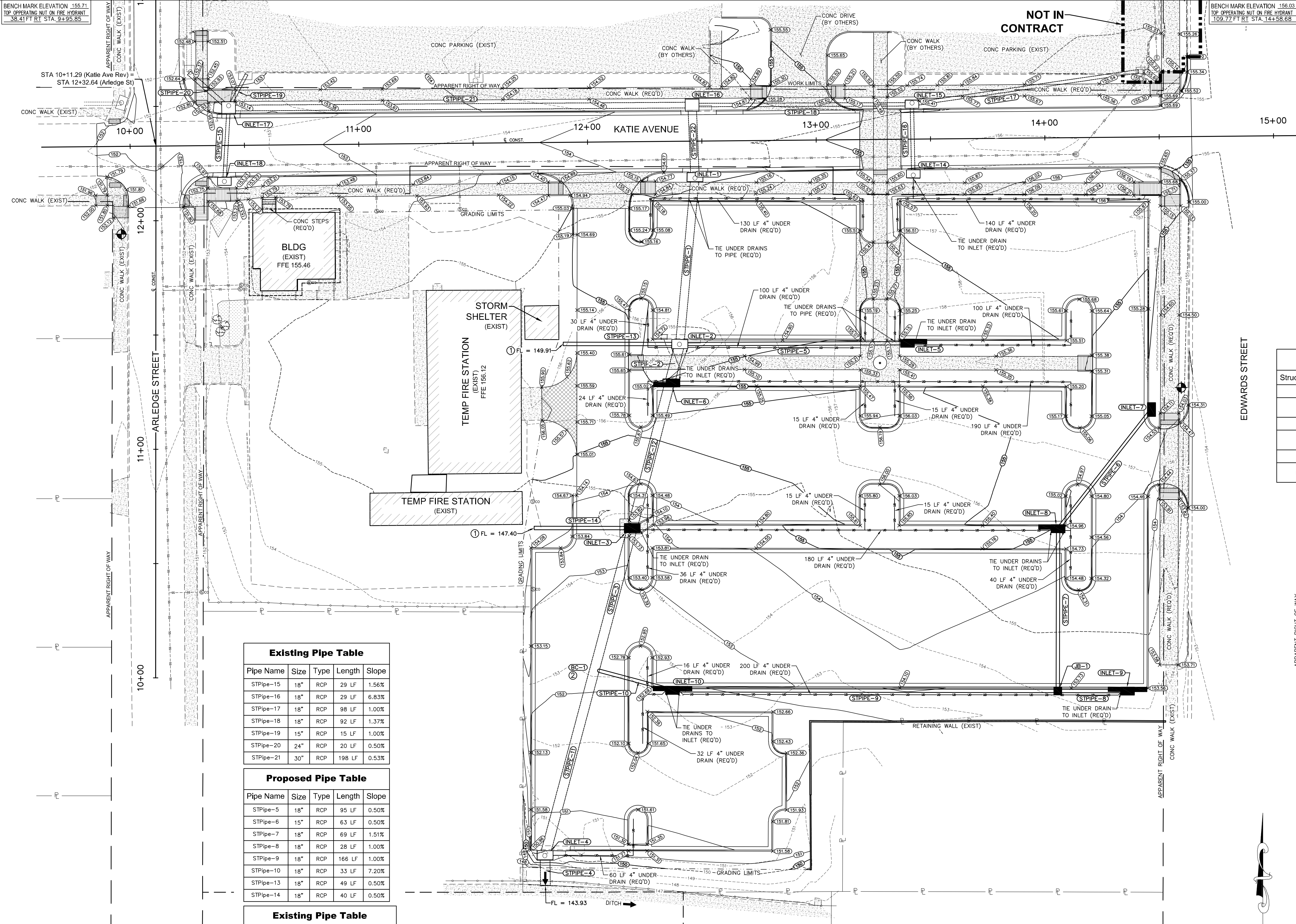
DRAWN BY: RES/SLS
DATE: 07-30-2021
CHECKED BY: SEM
SCALE: 1" = 20' H, 1"=5' V

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

DRAWING NO.
1235-156
SHEET C2.0

BENCHMARK ELEVATION 155.71
TOP OPERATING NUT ON FIRE HYDRANT
36.41 FT RT STA 9+95.65

BENCHMARK ELEVATION 156.03
TOP OPERATING NUT ON FIRE HYDRANT
109.77 FT RT STA 14+56.68



Existing Pipe Table				
Pipe Name	Size	Type	Length	Slope
STPipe-15	18"	RCP	29 LF	1.56%
STPipe-16	18"	RCP	29 LF	6.83%
STPipe-17	18"	RCP	98 LF	1.00%
STPipe-18	18"	RCP	92 LF	1.37%
STPipe-19	15"	RCP	15 LF	1.00%
STPipe-20	24"	RCP	20 LF	0.50%
STPipe-21	30"	RCP	198 LF	0.53%

Proposed Pipe Table				
Pipe Name	Size	Type	Length	Slope
STPipe-5	18"	RCP	95 LF	0.50%
STPipe-6	15"	RCP	63 LF	0.50%
STPipe-7	18"	RCP	69 LF	1.51%
STPipe-8	18"	RCP	28 LF	1.00%
STPipe-9	18"	RCP	166 LF	1.00%
STPipe-10	18"	RCP	33 LF	7.20%
STPipe-13	18"	RCP	49 LF	0.50%
STPipe-14	18"	RCP	40 LF	0.50%

Existing Pipe Table				
Pipe Name	Size	Type	Length	Slope
STPipe-1	44"x27"	RCAP	74 LF	0.48%
STPipe-3	51"x31"	RCAP	65 LF	0.45%
STPipe-4	51"x31"	RCAP	14 LF	1.72%
STPipe-11	51"x31"	RCAP	85 LF	0.45%
STPipe-12	51"x31"	RCAP	66 LF	0.18%
STPipe-22	44"x27"	RCAP	32 LF	-0.10%

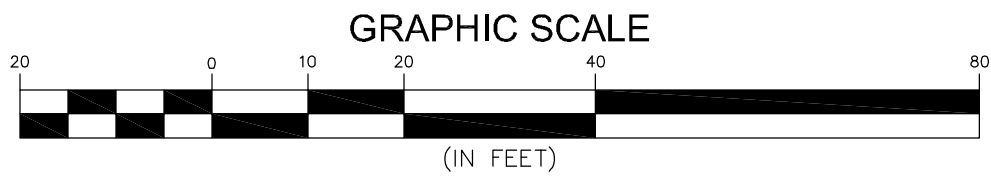
Existing Structure Table			
Structure Name	Type	Top	Inverts
Inlet-1	SS-2	154.78	FL IN = 145.77 (STPipe-22)(N) FL OUT = 145.66 (STPipe-1)(S)
Inlet-2	SS-2	154.66	FL IN = 145.31 (STPipe-1)(N) FL IN = 149.65 (STPipe-5)(E) FL IN = 149.65 (STPipe-13)(W) FL OUT = 144.75 (STPipe-2)(S)
Inlet-3	SS-2 - CONVERT TO SS-3	153.28	FL IN = 144.60 (STPipe-12)(N) FL IN = 147.18 (STPipe-14)(W) FL OUT = 144.60 (STPipe-3)(S)
Inlet-4	SS-2	151.08	FL IN = 143.93 (STPipe-11)(N) FL OUT = 143.93 (STPipe-4)(S)
Inlet-14	SS-2	155.48	FL IN = 148.44 (STPipe-16)(S) FL IN = 147.89 (STPipe-21)(W) FL OUT = 147.78 (STPipe-16)(W)
Inlet-15	SS-2	155.44	FL IN = 146.46 (STPipe-18)(E) FL IN = 145.70 (STPipe-21)(W) FL OUT = 145.74 (STPipe-22)(S)
Inlet-16	SS-2	154.70	FL IN = 147.70 (STPipe-15)(S) FL IN = 148.08 (STPipe-19)(W) FL IN = 147.15 (STPipe-20)(N) FL OUT = 146.77 (STPipe-2)(E)
Inlet-17	SS-2	153.13	FL IN = 148.20 (STPipe-15)(N)
Inlet-18	SS-2	153.12	FL OUT = 148.20 (STPipe-15)(N)

Proposed Structure Table			
Structure Name	Type	Height	Inverts
BC-1	BC	Min.	FL IN = 144.85 (STPipe-10)(E) FL IN = 144.31 (STPipe-3)(N) FL OUT = 144.31 (STPipe-11)(S)
JB-1	JB-1	Min.	FL IN = 149.28 (STPipe-7)(N) FL IN = 149.28 (STPipe-8)(E) FL OUT = 149.08 (STPipe-9)(W)

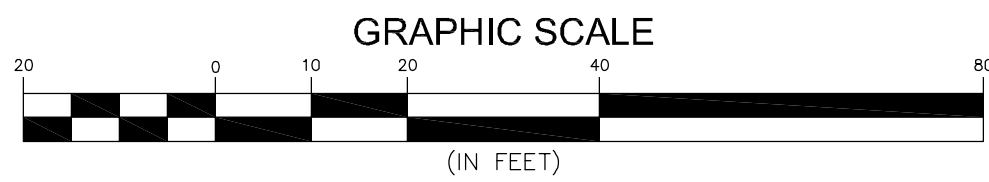
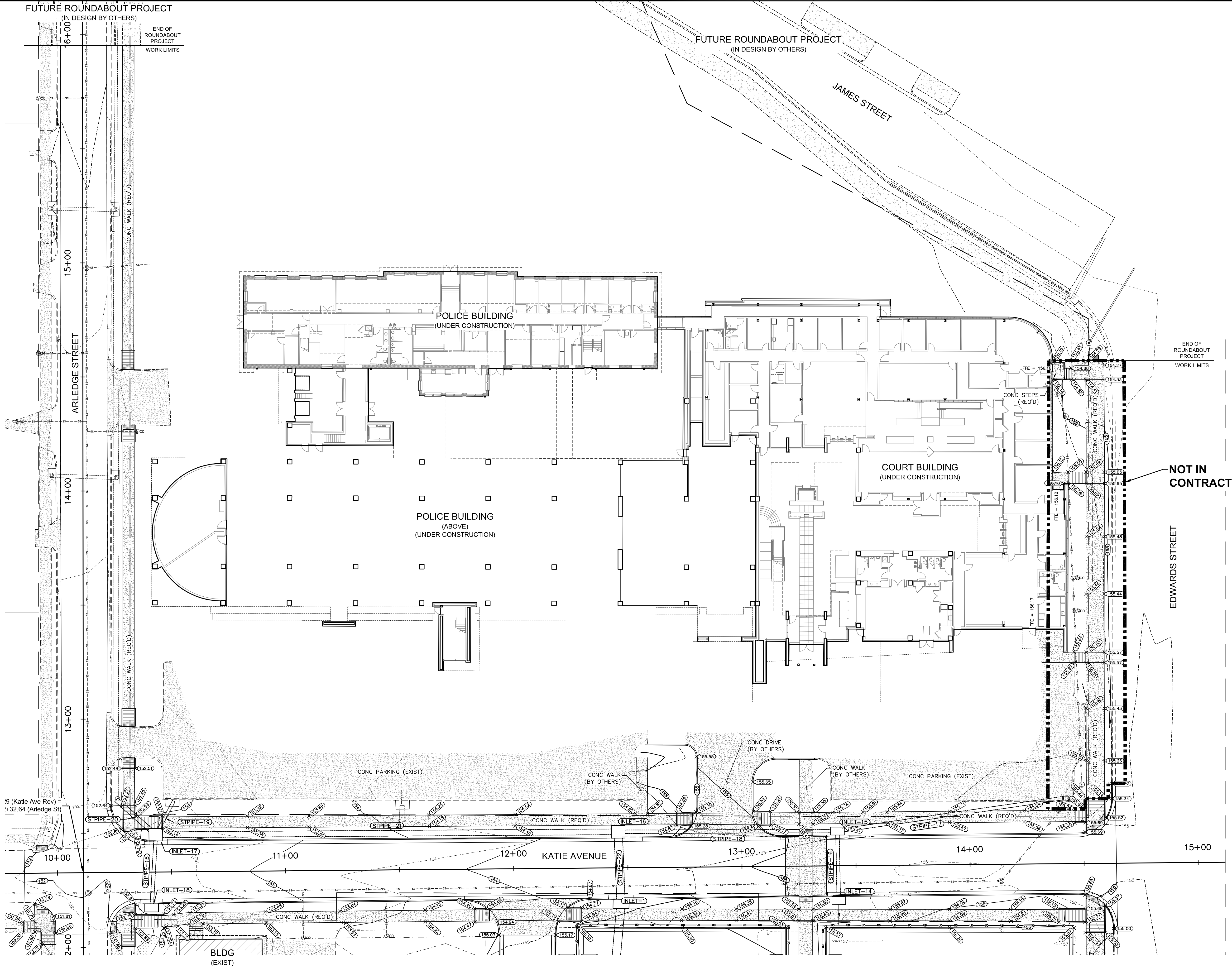
Proposed Structure Table					
Structure Name	Type	Length	Width	Top	Inverts
Inlet-5	SS-2 W/ 1 WNG	5.00'	2.50'	155.15	FL OUT = 150.15 (STPipe-5)(W)
Inlet-6	SS-2 W/ 1 WNG	5.00'	2.50'	155.02	FL IN = 144.72 (STPipe-2)(N) FL OUT = 144.72 (STPipe-12)(S)
Inlet-7	SS-2	5.00'	2.50'	154.69	FL OUT = 150.69 (STPipe-6)(SW)
Inlet-8	SS-2 W/ 1 WNG	5.00'	2.50'	154.96	FL IN = 150.36 (STPipe-6)(NE) FL OUT = 150.36 (STPipe-7)(S)
Inlet-9	SS-2 W/ 2 WNGS	5.00'	2.50'	153.59	FL OUT = 149.59 (STPipe-8)(W)
Inlet-10	SS-2 W/ 2 WNGS	5.00'	2.50'	154.23	FL IN = 147.39 (STPipe-9)(E) FL OUT = 147.39 (STPipe-10)(W)

- NOTES:**
- BLOCK PIPE ENDS FOR FUTURE EXTENSION. MARK PIPE ENDS W/ 4" SCHEDULE 80 PVC 48" ABOVE FINISH GRADE.
 - BC = BRANCH CONNECTION

NO.	DATE	DESCRIPTION	BY
GRADING & DRAINAGE PLAN			
HATTIESBURG PUBLIC SAFETY COMPLEX CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI			
 Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
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Date: 08-05-2021		Scale: 1" = 20'	
Drawing No.: 1235-156		Sheet No.: C3.0	



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NO.	DATE	DESCRIPTION	BY
GRADING & DRAINAGE PLAN CONTINUED			
HATTIESBURG PUBLIC SAFETY COMPLEX			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			

sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com	
Drawn by: RES/SLS	Checked by: SEM
Date: 08-05-2021	Scale: 1" = 20'
Drawing No.: 1235-156	Sheet No.: C3.1

STATE

MISS.

PROJECT NO.

CORRUGATED STEEL AND ALUMINUM PIPE (ROUND)

PIPE DIAMETER (IN.)	MINIMUM COVER FROM TOP OF PIPE TO TOP OF SUBGRADE (IN.)	MAXIMUM FILL HEIGHT ABOVE TOP OF PIPE (FT.)			
		0.864 STEEL 0.868 ALUM. 12 GAGE	0.819 STEEL 0.815 ALUM. 12 GAGE	0.716 STEEL 0.715 ALUM. 12 GAGE	0.168 STEEL 0.164 ALUM. 8 GAGE
12"	12"	207' / -	125' 259' / -	157' / -	- / -
15"	12"	165' / -	188' 287' / -	125' / -	- / -
18"	12"	136' / -	157' 179' / -	184' 242' / -	- / -
24"	12"	183' / -	129' / -	181' / -	189' / -
30"	12"	82' / -	183' / -	145' / -	291' / -
36"	12"	68' / -	180' / -	162' 198' / -	231' 155' / -
42"	12"	58' / -	173' / -	181' 183' / -	213' 133' / -
48"	12"	46' / -	164' / -	188' / -	162' 116' / -
54"	12"	46' / -	57' 758' / -	68' 82' 254' 183' 186' 62' 126' 129' 76' 68' 12' / -	72' 714' 48' 83' 95' 52' 114' 116' 64' 68' 12' / -
60"	12"	738' / -	741' / -	736' / -	84' 785' / -
72"	12"	735' / -	743' / -	761' / -	71' 719' / -
78"	12"	729' / -	737' / -	752' / -	68' 72' 83' / -
84"	12"	727' / -	734' / -	749' / -	63' 71' / -
90"	12"	735' / -	735' / -	745' / -	759' / -
96"	12"	738' / -	743' / -	755' / -	68' / -
102"	12"	738' / -	743' / -	755' / -	68' / -
108"	12"	738' / -	743' / -	755' / -	68' / -
114"	12"	738' / -	743' / -	755' / -	68' / -
120"	12"	738' / -	743' / -	755' / -	68' / -

CLASS B

CLASS C

CLASS C MODIFIED

MAXIMUM HEIGHT OF FILL OVER REINFORCED CONCRETE PIPE

CLASS OF PIPE	MAXIMUM COVER (FT.)	
	CLASS "C" BEDDING	CLASS "B" BEDDING
III	12"	18"
IV	18"	36"
V	24"	48"
SPECIAL DESIGN	24"	48"

NOTE: CLASS OF PIPE AND BEDDING TO BE CONSISTENT THROUGHOUT THE PIPE LENGTH.

NOTES:

1. THE AVERAGE INSIDE DIAMETER SHALL NOT VARY MORE THAN ONE (1) PERCENT OF 1/2", WHICHEVER IS GREATER, FROM THE NOMINAL DIAMETER WHEN MEASURED ON THE INSIDE CREST OF THE CORRUGATIONS (AASHTO M 38/M 36 & AASHTO M 198/M 196).

2. THE AVERAGE INSIDE DIAMETER SHALL NOT VARY MORE THAN ONE (1) PERCENT OF 1/2", WHICHEVER IS GREATER, FROM THE NOMINAL DIAMETER WHEN MEASURED ON THE INSIDE CREST OF THE CORRUGATIONS (AASHTO M 38/M 36 & AASHTO M 198/M 196).

CORRUGATED METAL PIPE ARCHES

EQUIV. DIAMETER (IN.)	PIPE DIMENSION (SPAN X RISE) (IN.)	MINIMUM COVER (IN.)	STEEL		ALUMINUM	
			MINIMUM THICKNESS REQUIRED (IN.)	MAXIMUM FILL HEIGHT ABOVE TOP OF PIPE (FT.) FOR THE FOLLOWING CORNER BEARING PRESSURE (tons/ft ²)	MINIMUM THICKNESS REQUIRED (IN.)	MAXIMUM FILL HEIGHT ABOVE TOP OF PIPE (FT.) FOR THE FOLLOWING CORNER BEARING PRESSURE (tons/ft ²)
15"	17" X 13"	12"	0.864"	13"	0.868"	13"
18"	21" X 15"	12"	0.864"	12"	0.868"	12"
24"	28" X 20"	12"	0.864"	12"	0.875"	12"
30"	35" X 24"	12"	0.864"	12"	0.875"	12"
36"	42" X 28"	12"	0.864"	12"	0.885"	12"
42"	49" X 33"	12"	0.875"	12"	0.885"	12"
48"	57" X 38"	12"	0.885"	12"	0.885"	12"
54"	64" X 43"	12"	0.885"	12"	0.885"	12"
60"	71" X 47"	12"	0.885"	12"	0.885"	12"
66"	77" X 52"	12"	0.885"	12"	0.885"	12"
72"	83" X 57"	12"	0.885"	12"	0.885"	12"

NOTES:

1. THE AVERAGE INSIDE DIAMETER SHALL NOT VARY MORE THAN ONE (1) PERCENT OF 1/2", WHICHEVER IS GREATER, FROM THE NOMINAL DIAMETER WHEN MEASURED ON THE INSIDE CREST OF THE CORRUGATIONS (AASHTO M 38/M 36 & AASHTO M 198/M 196).

2. THE AVERAGE INSIDE DIAMETER SHALL NOT VARY MORE THAN ONE (1) PERCENT OF 1/2", WHICHEVER IS GREATER, FROM THE NOMINAL DIAMETER WHEN MEASURED ON THE INSIDE CREST OF THE CORRUGATIONS (AASHTO M 38/M 36 & AASHTO M 198/M 196).

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

PIPE CULVERT INSTALLATION

WORKING NUMBER
P1-1
SHEET NUMBER
6501

STATE

MISS.

PROJECT NO.

STATE

MISS.

PROJECT NO.

STANDARD INSTALLATION DETAIL

TABLE 1: BEDDING AND BACKFILL REQUIREMENTS FOR NON-RIGID PIPE IN CROSS DRAIN AND STORM DRAIN APPLICATIONS

A. BEDDING SHALL BE CLASS B IN ACCORDANCE WITH THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.

B. BACKFILL MATERIAL SHALL BE ONE OF THE FOLLOWING:

1. FLOWABLE FILL IN ACCORDANCE WITH THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.

2. GRADED STONE AGGREGATE BACKFILL IN ACCORDANCE WITH THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.

IF FLOWABLE FILL IS UTILIZED, CARE SHALL BE TAKEN TO PREVENT "FLATTING" OF THE PIPE.

THE COST OF FURNISHING AND PLACING THE REQUIRED BEDDING AND BACKFILL MATERIAL INDICATED IN A AND B SHALL BE INCLUDED IN THE UNIT COST OF THE NON-RIGID PIPE ALTERNATE, I.E., THERE IS NO SEPARATE PAY ITEM FOR NON-RIGID PIPE BEDDING AND BACKFILL MATERIAL.

TABLE 2: HIGH DENSITY CORRUGATED POLYETHYLENE PIPE HEIGHT OF COVER

NOMINAL DIAMETER (IN.)	MINIMUM COVER (IN.)	MAXIMUM COVER - FT.
12	12	36
15	12	36
18	12	36
24	12	36
30	12	36
36	21	25
42	21	27
48	21	25

TABLE 3: RECOMMENDED TRENCH WIDTH

DIAMETER (IN.)	O.D. (IN.)	TRENCH WIDTH (IN.)
12	14.45	34
15	17.57	38
18	21.00	44
24	27.88	54
30	36.18	65
36	41.78	75
42	47.18	84
48	53.68	92

TABLE 4: MULTIPLE INSTALLATION OF POLYETHYLENE PIPES

DIAMETER OF PIPE (IN.)	CLEAR DISTANCE BETWEEN PIPES (IN.)
12	12
15	12
18	12
24	12
30	12
36	21
42	21
48	21

GENERAL NOTES:

1. MATERIALS

POLYETHYLENE PIPE SHALL CONFORM TO THE REQUIREMENTS OF AASHTO M 294, LATEST EDITION.

DESIGNATION OF TYPE: TYPE S1. THIS PIPE WILL HAVE A FULL CIRCULAR CROSS SECTION WITH AN OUTER CORRUGATED PIPE WALL AND A SMOOTH INNER LINER.

BEDDING MATERIAL AND STRUCTURAL BACKFILL SHALL MEET THE REQUIREMENTS OF TABLE 1.

2. JOINTS

JOINTS FOR THERMOPLASTIC PIPE SHALL MEET THE PERFORMANCE REQUIREMENTS OF SOILTIGHTNESS UNLESS WATER TIGHTNESS IS SPECIFIED.

SUITABLE JOINTS CAN BE OBTAINED WITH THE FOLLOWING TYPES OF CONNECTIONS:

A) CORRUGATED BANDS (WITH OR WITHOUT GASKETS)

B) BELL AND SPIGOT PIPE ENDS (WITH OR WITHOUT GASKETS)

C) DOUBLE BELL COUPLINGS (WITH OR WITHOUT GASKETS)

3. INSTALLATION

MINIMUM TRENCH WIDTHS SHALL MEET THE REQUIREMENTS OF TABLE 3.

THE MIDDLE THIRD OF THE BEDDING MATERIAL UNDER THE PIPE SHOULD BE LOOSELY PLACED, WHILE THE REMAINDER SHALL BE COMPACTED TO A MINIMUM 98% OF MAXIMUM DENSITY PER AASHTO T 99.

A MINIMUM OF 4 INCHES OF BEDDING SHALL BE PROVIDED PRIOR TO PLACEMENT OF THE PIPE.

STRUCTURAL BACKFILL SHALL BE PLACED AND COMPACTED IN LAYERS NOT EXCEEDING AN 8" LOOSE LIFT THICKNESS AND BROUGHT UP EVENLY ON BOTH SIDES OF THE PIPE WITH AN ELEVATION NOT LESS THAN 12 INCHES ABOVE THE TOP OF THE PIPE. A MINIMUM COMPACTION LEVEL OF 98% STANDARD DENSITY PER AASHTO T 99 SHALL BE ACHIEVED.

MINIMUM COVER REQUIREMENTS SHALL MEET THE REQUIREMENTS OF TABLE 2.

FOR MULTIPLE INSTALLATIONS OF POLYETHYLENE PIPES, A CLEAR DISTANCE BETWEEN THE PIPES SHALL MEET THE REQUIREMENTS OF TABLE 4.

4. CALCULATIONS FOR FILL DEPTHS ARE BASED ON PROPERTIES DEFINED IN AASHTO M294 AND CALCULATIONS IN AASHTO SEC. 15.

STATE

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PROJECT NO.

ELEVATION SHOWING CIRCULAR PIPE STUBBED INTO BOX CULVERT BARREL OR WING-WALL

ELEVATION SHOWING ARCH PIPE STUBBED INTO BOX CULVERT BARREL OR WING-WALL

ELEVATION SHOWING PIPE CULVERT STUBBED INTO CONCRETE PIPE CULVERT

NOTES:

1. A 24" DIAMETER PIPE IS THE MAXIMUM SIZE THAT MAY BE STUBBED INTO A 54" DIAMETER PIPE.

2. A 60" DIAMETER PIPE IS THE MINIMUM SIZE THAT A 36" DIAMETER PIPE MAY BE STUBBED INTO.

BRANCH CONNECTIONS

WORKING NUMBER
BC-1
SHEET NUMBER
6501

STATE

MISS.

PROJECT NO.

NO.

DATE

DESCRIPTION

BY

GRADING & DRAINAGE DETAILS

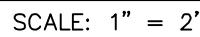
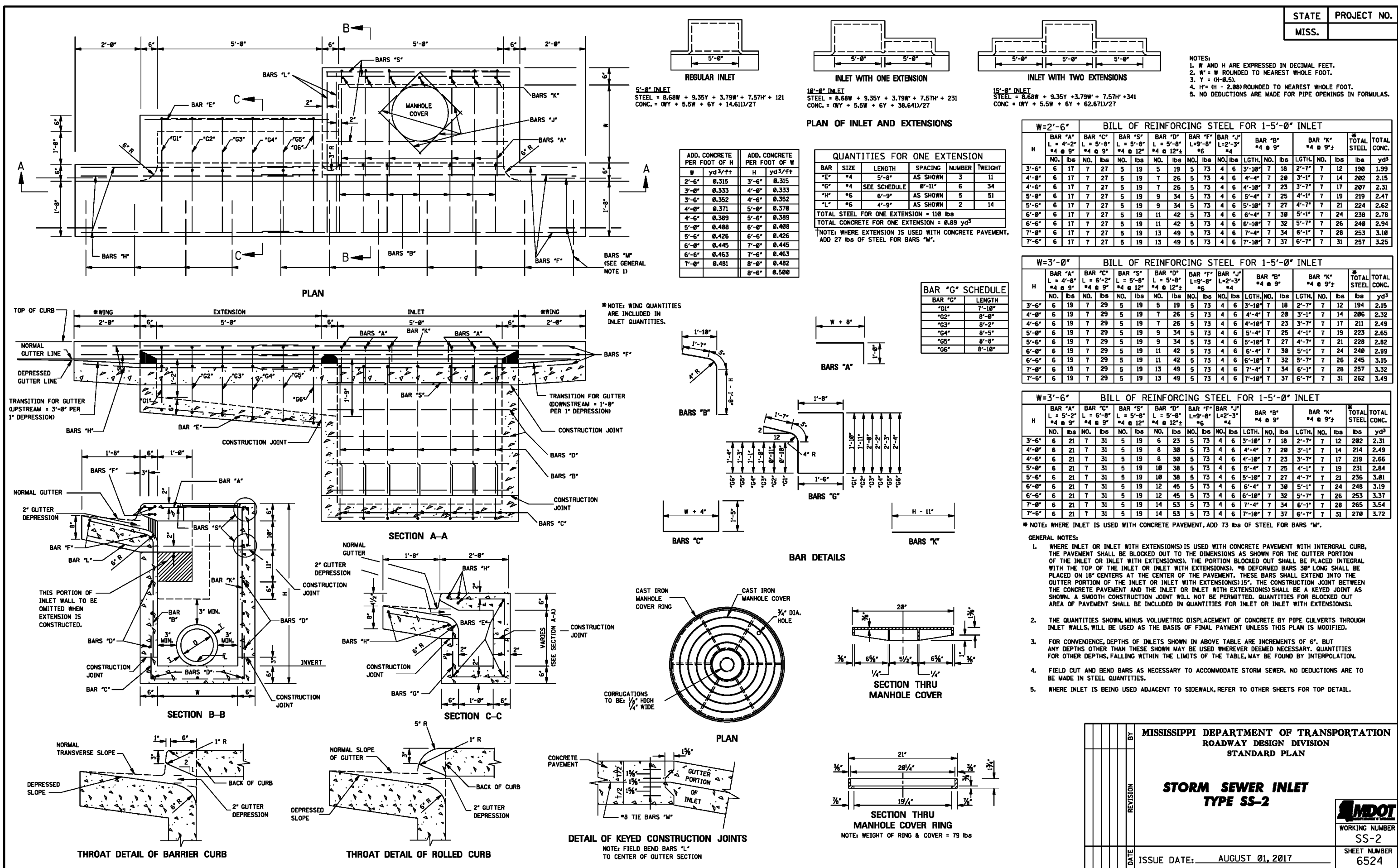
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CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI

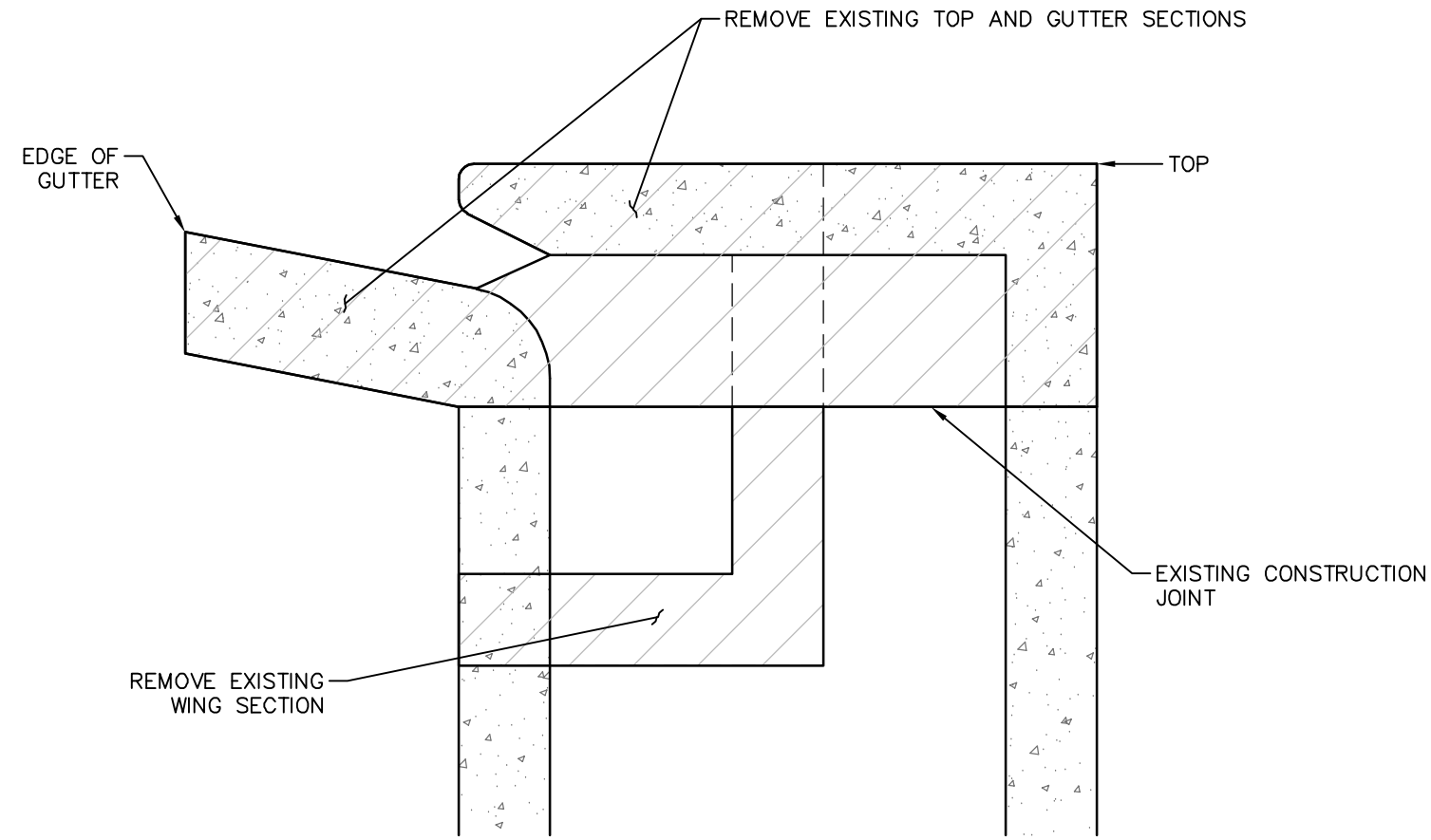
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Date: 07-30-2021
Drawing No.: 1235-156

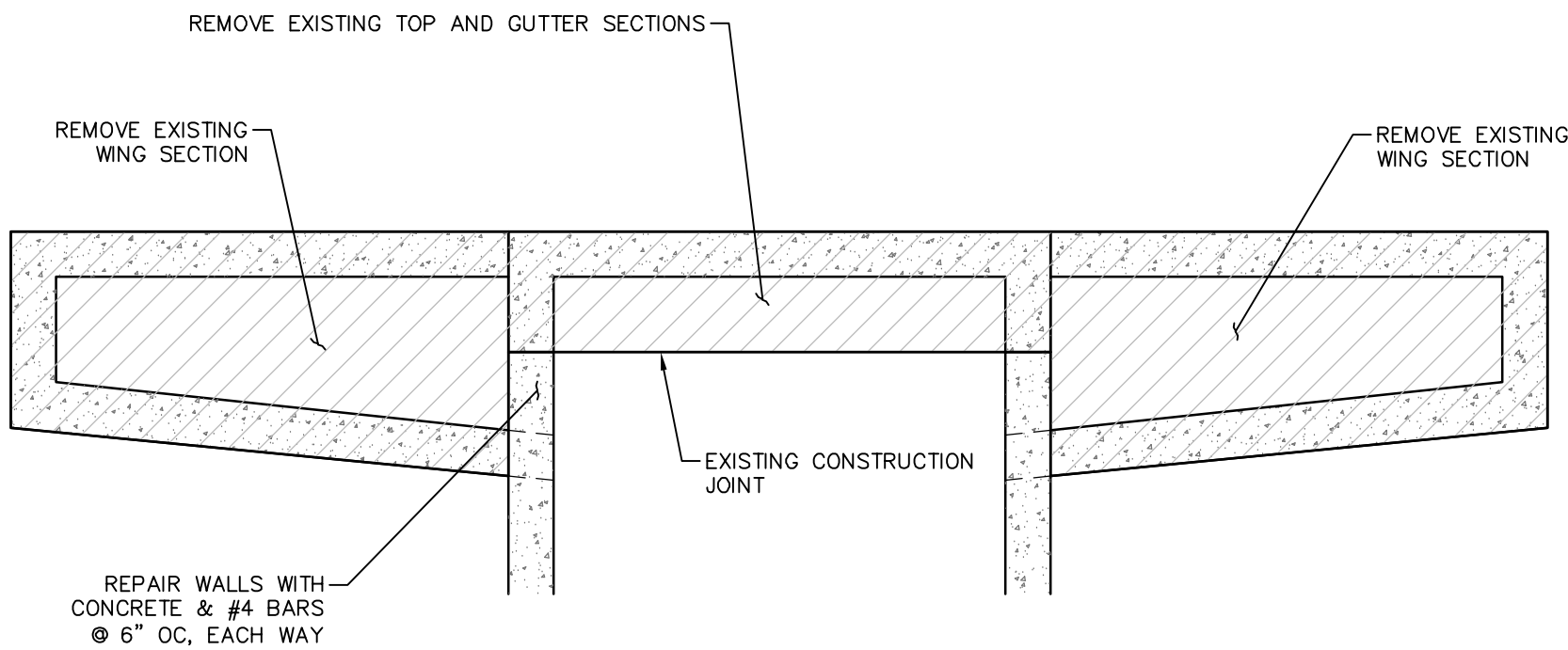
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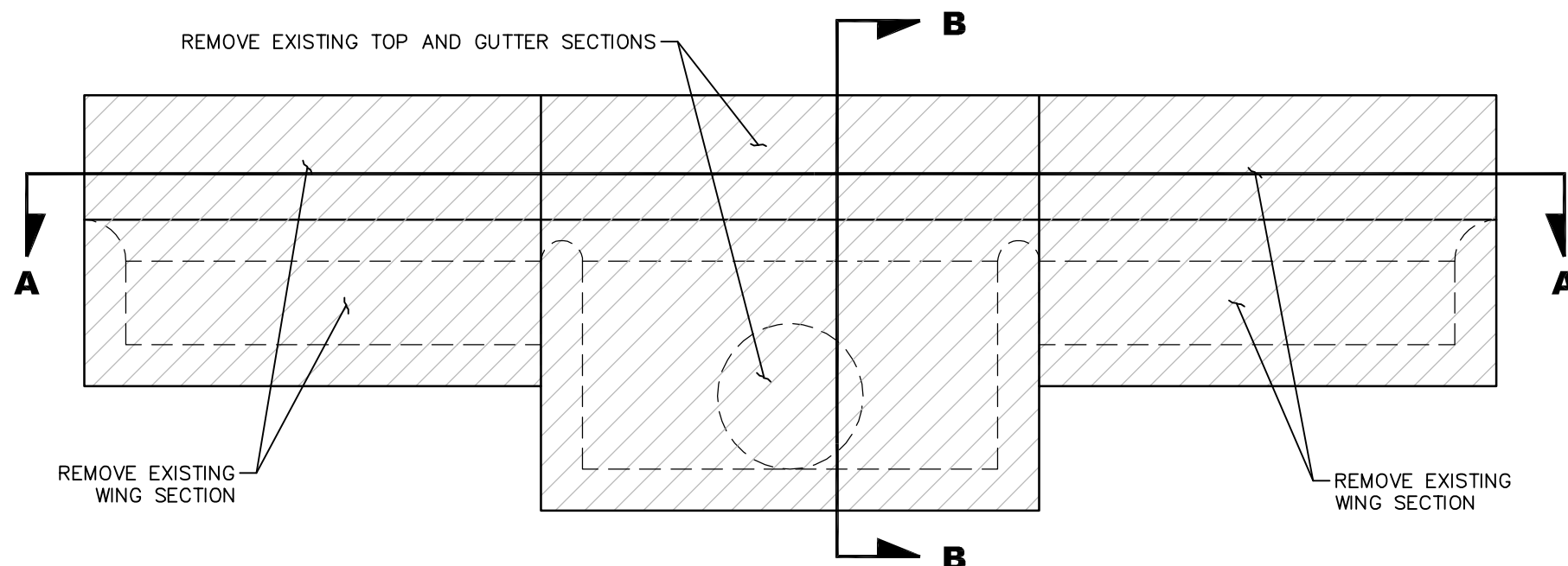




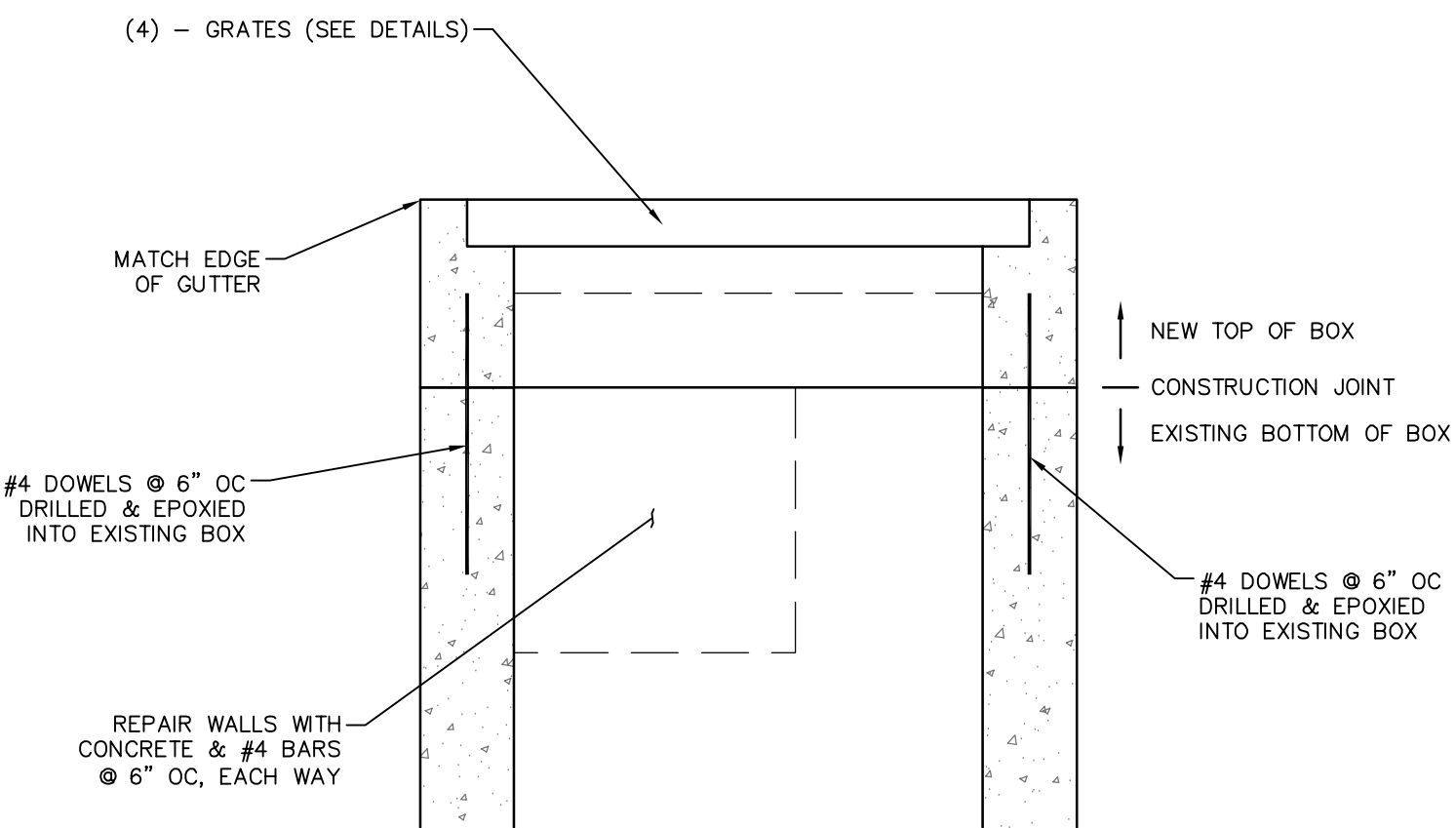
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SCALE 1" = 1'



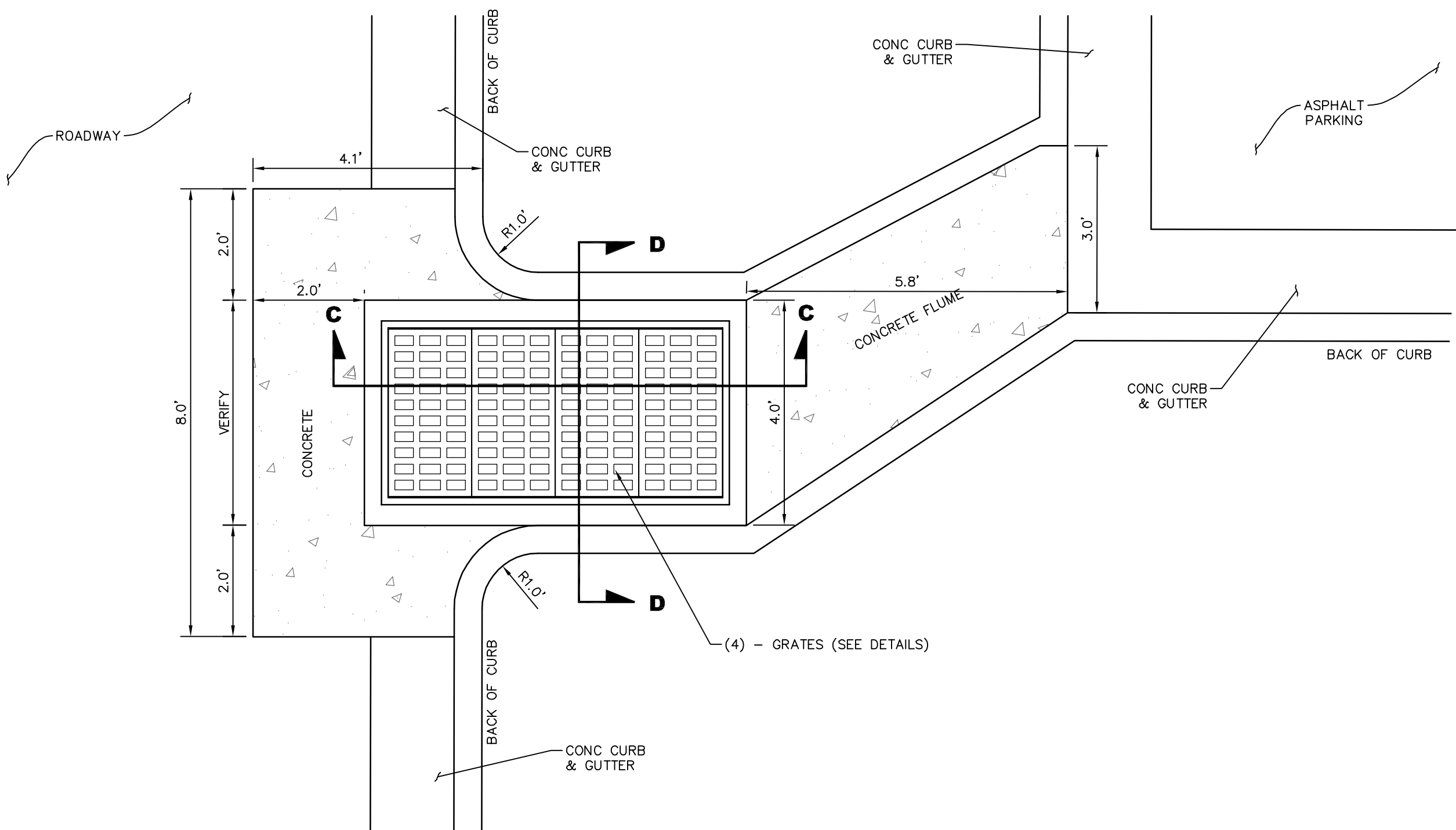
EXISTING SECTION A-A
SCALE 1" = 2'



EXISTING PLAN VIEW
SCALE 1" = 2'

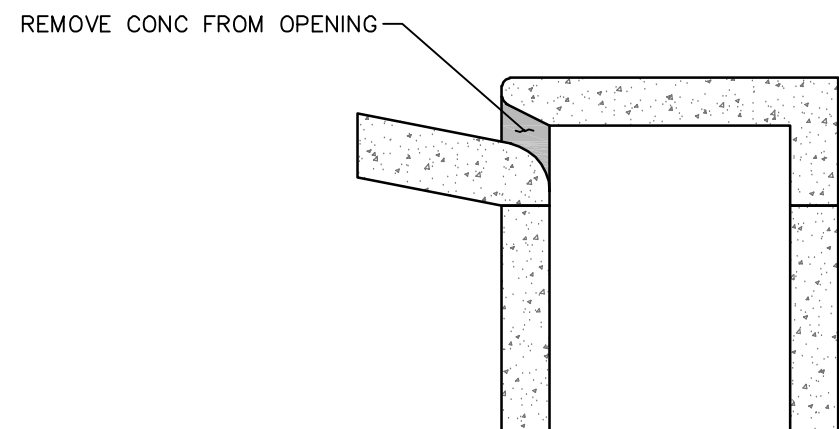


PROPOSED SECTION B-B
SCALE 1" = 1'

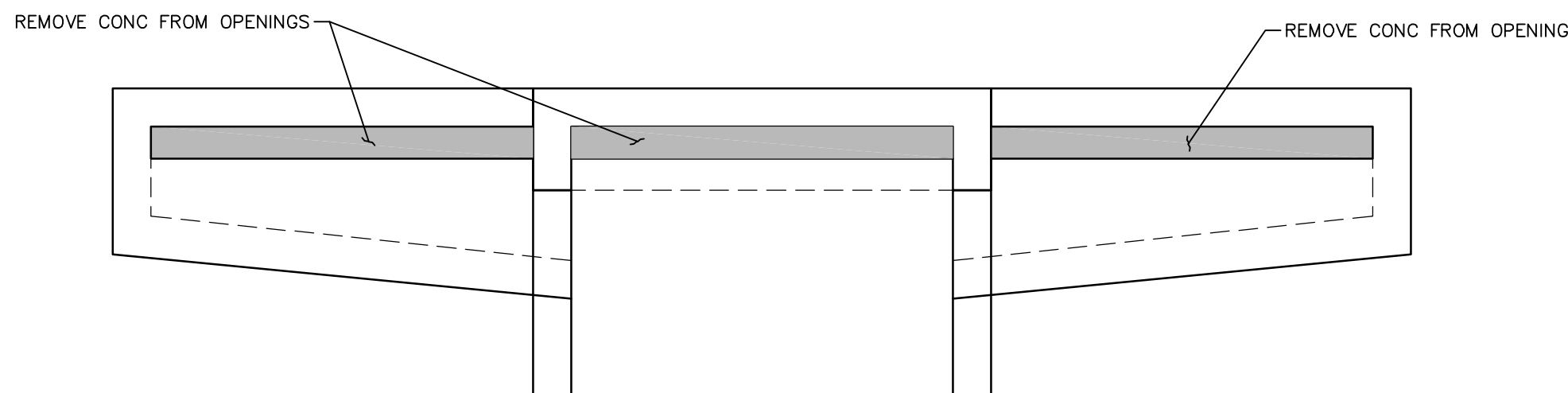


PROPOSED PLAN VIEW
SCALE 1" = 1'

INLET - 3 MODIFICATION DETAIL
EXIST SS2 INLET

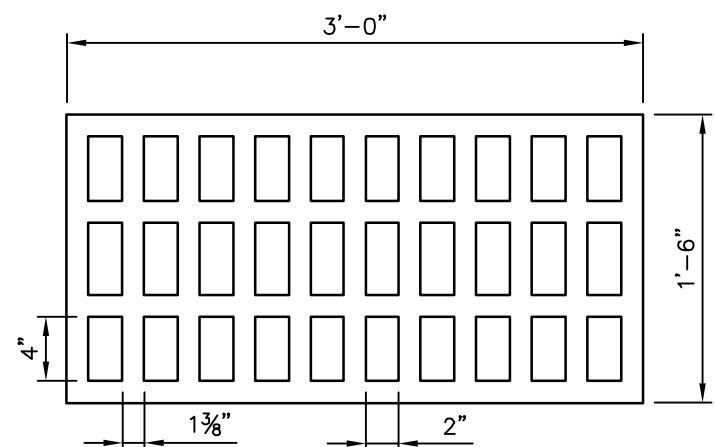


SECTION B-B
SCALE: 1" = 2'

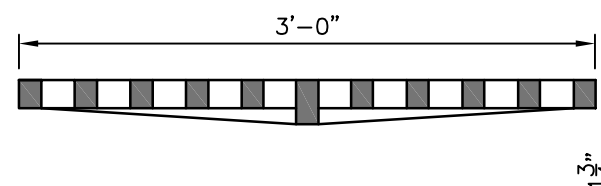


SECTION A-A

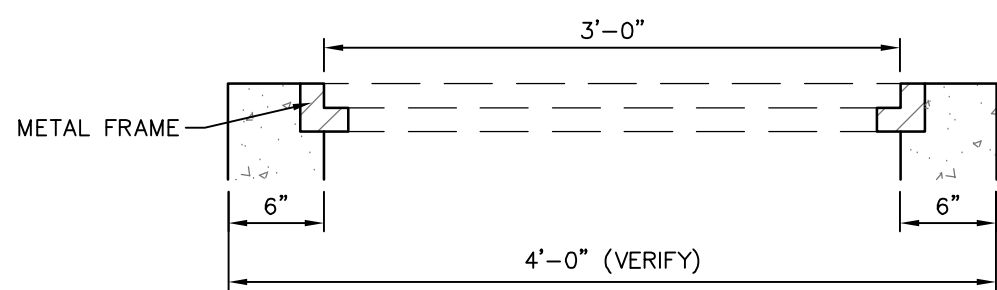
INLET - 4 MODIFICATION DETAIL
EXISTING SS2 INLET
SCALE: 1" = 2'



PLAN VIEW
SCALE 1" = 2'



SECTION VIEW D-D
SCALE 1" = 2'



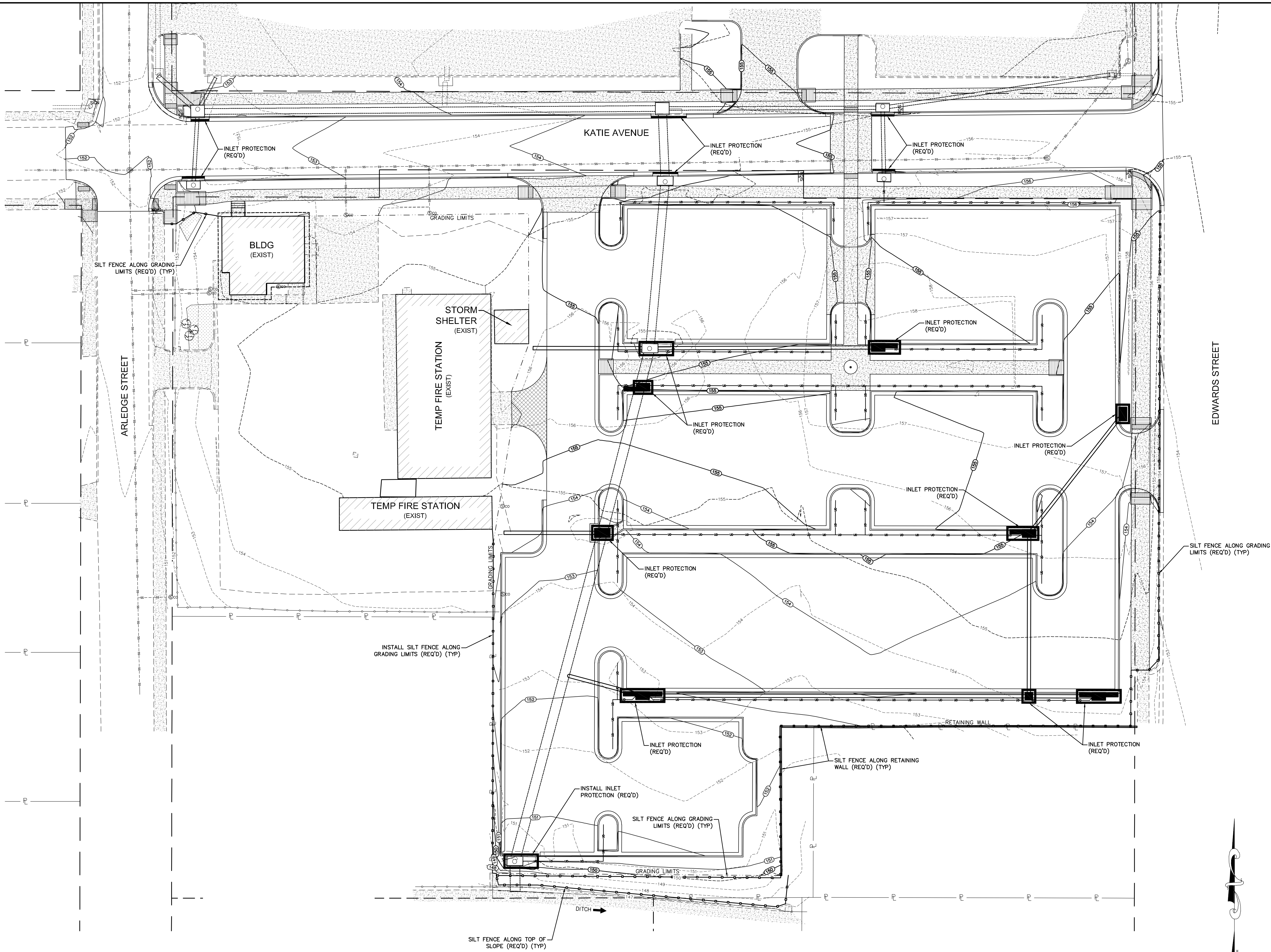
SECTION VIEW C-C
SCALE 1" = 2'

INLET 3 - GRATE DETAIL

NOTE: NEEHAH FOUNDARY No R4698 18"x36"
(TYPE A) OR APPROVED EQUAL

NO.	DATE	DESCRIPTION	BY
GRADING & DRAINAGE DETAILS			
HATTIESBURG PUBLIC SAFETY COMPLEX			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
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Drawing No.: 1235-156		Sheet No. C3.4	

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NO.	DATE	DESCRIPTION	BY
STORM WATER POLLUTION PREVENTION PLAN			
HATTIESBURG PUBLIC SAFETY COMPLEX			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
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Drawing No.: 1235-156	Sheet No. C4.0		

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TEMPORARY VEGETATION SCHEDULE						
EROSION CONTROL ITEMS		SEASONAL APPLICATIONS - DATES & RATES				REQUIREMENTS
		SPRING & SUMMER		FALL & WINTER		
PAY ITEM NO.	ITEMS	RATES	DATES	RATES	DATES	
211-B001	TOPSOIL FOR SLOPE TREATMENT (LVM)	4" THICK	MARCH 1 TO SEPTEMBER 1	4" THICK	SEPTEMBER 1 TO MARCH 1	TOPSOIL REQUIRED ON SLOPES DETERMINED BY THE ENGINEER DURING CONSTRUCTION
212-B001	STANDARD GROUND PREPARATION	PER SQ. FT.	MARCH 1 TO SEPTEMBER 1	PER SQ. FT.	SEPTEMBER 1 TO MARCH 1	GROUND PREPARATION REQUIRED ON AREAS TO RECEIVE SOLID SODDING OR SEEDING, AS APPLICABLE
907-213-A001	AGRICULTURAL LIMESTONE	3 TONS / ACRE	MARCH 1 TO SEPTEMBER 1	3 TONS / ACRE	SEPTEMBER 1 TO MARCH 1	LIMESTONE SHALL BE MECHANICALLY SPREAD UNIFORMLY AND INCORPORATED INTO THE SOIL PRIOR TO PLANTING
213-B001	COMBINATION FERTILIZER (13-13-13)	1000 LBS / ACRE	MARCH 1 TO SEPTEMBER 1	1000 LBS / ACRE	SEPTEMBER 1 TO MARCH 1	FERTILIZER SHALL BE MECHANICALLY SPREAD UNIFORMLY AND INCORPORATED INTO THE SOIL PRIOR TO PLANTING
213-C001	SUPER PHOSPHATE	0.5 TON / ACRE (EST)	MARCH 1 TO SEPTEMBER 1			SUPER PHOSPHATE (FOR BID ITEM PURPOSES)
214-A002	SEEDING (BERMUDA GRASS)	20 LBS / ACRE	MARCH 1 TO SEPTEMBER 1	20 LBS / ACRE	SEPTEMBER 1 TO MARCH 1	SEED REQUIRED ON DISTURBED AREAS. UNHULLED SEED MAY BE REQUIRED DURING THE DORMANT SEASON AS DIRECTED
214-A003	SEEDING (TALL FESCUE)			15 LBS / ACRE	AUGUST 15 TO MARCH 15	SEED REQUIRED IN DISTURBED AREAS
214-A004	SEEDING (CRIMSON CLOVER)			20 LBS / ACRE	AUGUST 15 TO MARCH 15	SEED REQUIRED ON DISTURBED AREA
215-A001	VEGETATIVE MATERIAL FOR MULCH	2 TONS / ACRE (EST)	MARCH 1 TO SEPTEMBER 1	2 TONS / ACRE (EST)	SEPTEMBER 1 TO MARCH 1	THE ENGINEER WILL DESIGNATE THE RATES OF APPLICABLE (SEE SUBSECTION 215-03.3)
216-A001	SOLID SODDING	PER SQ. YD.	MARCH 1 TO SEPTEMBER 1	PER SQ. YD.	SEPTEMBER 1 TO MARCH 1	SOLID SOD REQUIRED ON AREAS SPECIFIED IN THE CONTRACT OR BY THE ENGINEER
219-A001	WATERING	20 GAL / S.Y. (EST)	MARCH 1 TO SEPTEMBER 1	20 GAL. / S.Y. (EST)	SEPTEMBER 1 TO MARCH 1	TO BE USED AS DIRECTED IN THE PLANTING AND ESTABLISHING OF SOLID SOD
220-A001	INSECT PEST CONTROL	PER ACRE		PER ACRE		SEE SECTION 220
TEMPORARY EROSION CONTROL ITEMS						
212-A001	LIGHT GROUND PREPARATION	PER SQ. YD.		PER SQ. YD.		APPROXIMATELY HALF SQ.YD. STANDARD GROUND PREPARATION
213-B001	COMBINATION FERTILIZER (13-13-13)	0.25 TONS/ ACRE		0.25 TONS/ ACRE		QUANTITY BASED ON LIGHT GROUND PREPARATION
214-A013	SEEDING (BROWN TOP MILLET)	20 LBS / ACRE	APRIL 1 TO AUGUST 31			QUANTITY BASED ON LIGHT GROUND PREPARATION
214-A017	SEEDING (RYE GRASS)			25 LBS / ACRE	SEPTEMBER 1 TO MARCH 31	QUANTITY BASED ON LIGHT GROUND PREPARATION
214-A015	SEEDING (OATS)			90 LBS / ACRE	SEPTEMBER 1 TO DECEMBER 15	QUANTITY BASED ON LIGHT GROUND PREPARATION
215-A001	VEGETATIVE MATERIAL FOR MULCH	1 TON / ACRE (EST)		1 TON / ACRE (EST)		QUANTITY BASED ON LIGHT GROUND PREPARATION

- ① ALL AREAS THAT HAVE BEEN VEGETATED, UNDER THIS CONTRACT, FOR AT LEAST (60) SIXTY DAYS, SHALL RECEIVE ADDITIONAL APPLICATION(S) OF FERTILIZER(S) OF THE TYPE(S) AND RATE(S) OF APPLICATIONS AS DETERMINED BY SOIL TEST OR AS DIRECTED DURING THE GROWING SEASONS THE CONTRACT IS IN FORCE. GROUND PREPARATION WILL NOT BE REQUIRED FOR THE ADDITIONAL APPLICATIONS.
- ② PROPOSAL QUANTITIES ESTIMATED ON THE BASIS THAT 100% OF THE ACREAGE WILL BE SEEDED.
- ③ PROPOSAL QUANTITIES ESTIMATED ON THE BASIS THAT 50% OF THE ACREAGE WILL BE SEEDED.
- ④ QUANTITY ESTIMATED ON THE BASIS THAT 50% OF THE ACREAGE VEGETATED MAY REQUIRED TREATMENT.
- ⑤ THIS ITEM MAY BE OMITTED ON AREAS SELECTED BY THE ENGINEER.
- ⑥ BAHAI A GRASS WILL NOT BE PERMITTED AS A MULCH MATERIAL.
- ⑦ PROPOSAL QUANTITIES ESTIMATED ON THE BASIS THAT 75% OF THE ACREAGE SEEDED MAY REQUIRE TOPSOIL

NO.	DATE	DESCRIPTION	BY
VEGETATION SCHEDULE			
HATTIESBURG PUBLIC SAFETY COMPLEX CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
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Date: 07-30-2021		Scale: 1" = 20'	
Drawing No.: 1235-156		Sheet No. C4.1	

GENERAL NOTES:

- "J-HOOK" CONFIGURATION SILT FENCE APPLICATIONS SHOULD BE USED IN CONJUNCTION WITH PERIMETER SILT FENCE WHEN STORMWATER RUNOFF IS IN TWO DIRECTIONS DOWN A FILL SLOPE AND DOWN GRADIENT ALONG THE RIGHT-OF-WAY.
- "SMILE" CONFIGURATION APPLICATIONS SHOULD BE USED AS PERIMETER SILT FENCE WHEN THERE IS ONE-DIRECTIONAL FLOW DOWN A SLOPE.
- SAND BAGS CAN BE USED AS DIVERSION BERMS TO PREVENT SEDIMENT FROM BEING WASHED ONTO OR ACROSS HARD SURFACES, OR TO HELP SLOW SHEET FLOW VELOCITY WHEN DRAINING AWAY FROM HARD SURFACES.
- FOR SHORTER SLOPES AND/OR SLOPES THAT ARE LESS STEEP, DIVERSION BERMS CAN BE USED TO SAFELY CONVEY STORMWATER AWAY FROM OR AROUND A DENUDED AREA. THEY CAN BE CONSTRUCTED USING MANUFACTURED SILT DUE OR BY CONSTRUCTING A TEMPORARY EARTH BERM AND TRENCH WITH GEOTEXTILE OR POLYETHYLENE SHEETING PROTECTION.
- TEMPORARY DEWATERING STRUCTURES CAN BE USED DURING CULVERT CONSTRUCTION, STREAM DIVERSIONS, OR OTHER CONSTRUCTION ACTIVITIES WHERE TURBID WATERS NEED TO BE CLARIFIED BEFORE RELEASE.
- THE ABUTMENT SLOPE TOE BERM SHALL BE 3 FT. TALL. THE BERM MAY BE CONSTRUCTED WITH ROCK IN ACCORDANCE WITH REQUIREMENTS FOR ROCK DITCH CHECKS ON WK. NO. ECD-8 OR WITH SOIL IN ACCORDANCE WITH WK. NO. BAS-4. IF BERM IS USED, IT MUST BE GRASSED.

TYPE OF DITCH CHECKS
SEE WK. NO. ECD-4

FOR STABILIZED CONSTRUCTION
ENTRANCE, SEE WK. NO. ECD-16

SILT FENCE AT
TOE OF SLOPE
SEE WK. NO. ECD-3

SILT FENCE AT CULVERTS,
SEE WK. NO. ECD-2

SILT FENCE
"SMILE CONFIGURATION"
SEE NOTE 2 THIS SHEET
AND WK. NO. ECD-2

WATERCOURSE CROSSING
THE PROJECT SITE
(SEE WK. NO. ECD-17 FOR
TEMPORARY STREAM CROSSING)

SAND BAGS ON
HARD SURFACES
(SEE NOTE 3)

TEMPORARY ROCK DITCH CHECK
WITH SLUMP EXCAVATION
SEE WK. NO. ECD-18

FOR TURBIDITY CURTAIN
SEE WK. NO. ECD-28

FOR TEMPORARY STREAM
CROSSING, SEE WK.
NO. ECD-17.

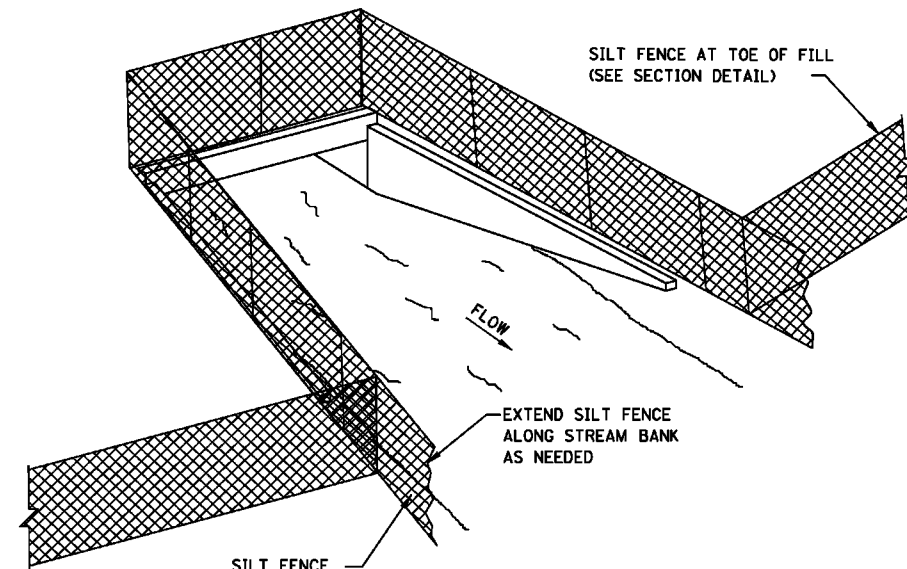
MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

**TYPICAL TEMPORARY
EROSION / SEDIMENT
CONTROL APPLICATIONS**

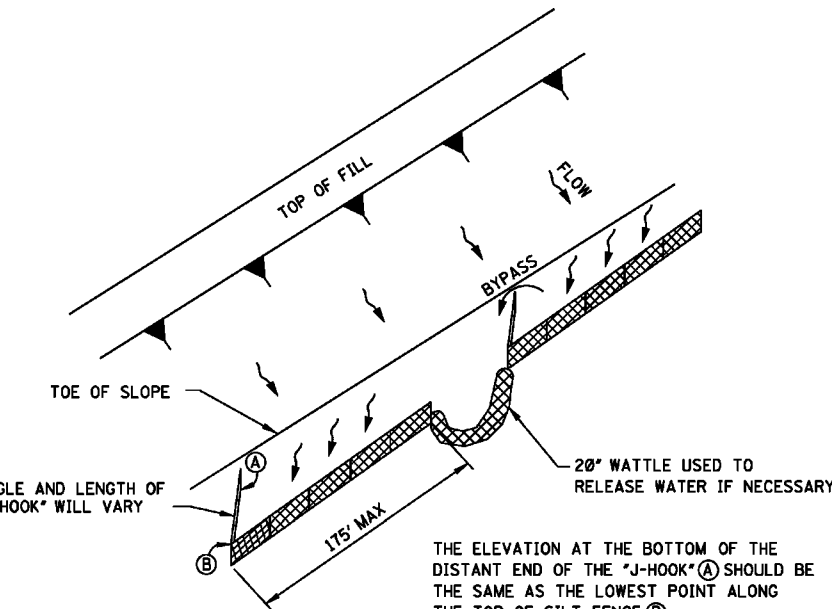
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SHEET NUMBER
6101

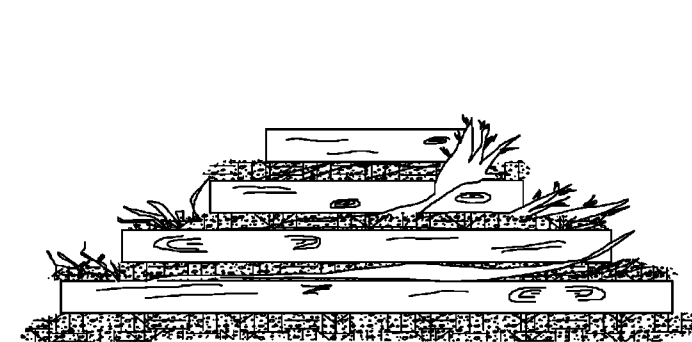
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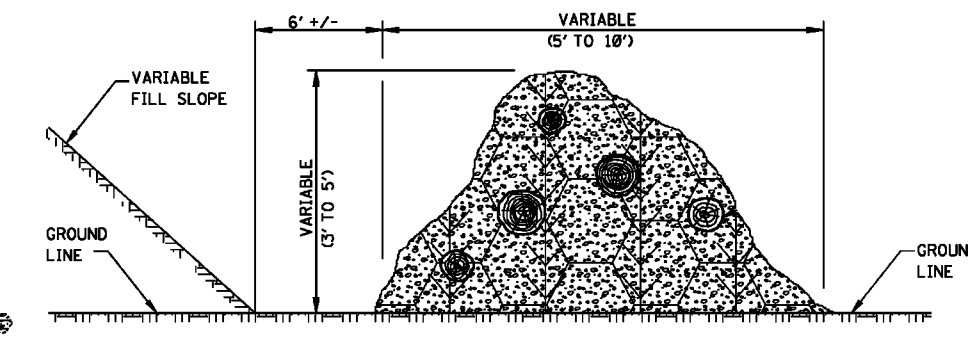
SEDIMENT BARRIER AT CROSS DRAIN



"J-HOOK" SILT FENCE
APPLICATION



FRONT ELEVATION



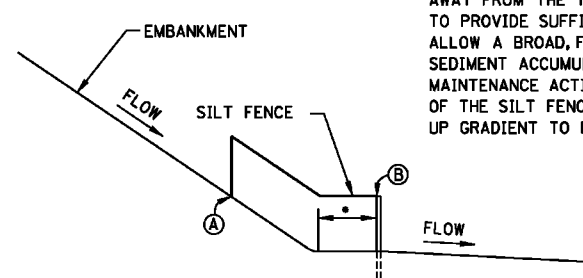
SIDE ELEVATION

TEMPORARY BRUSH BARRIER

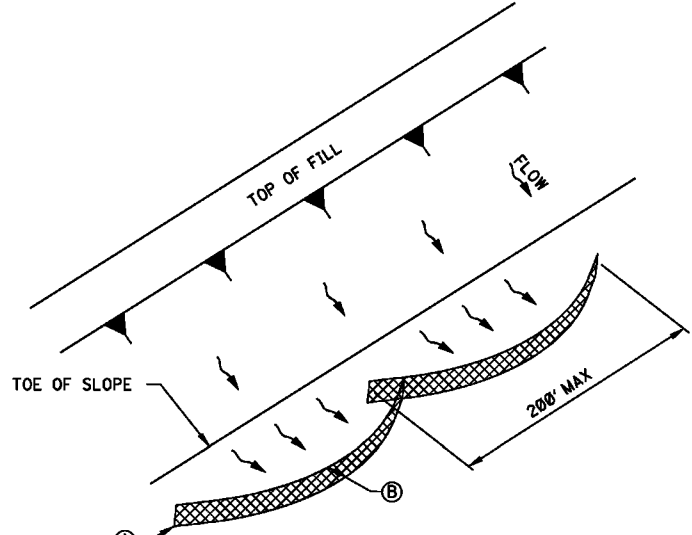
NOTES:

- BRUSH BARRIER MAY BE USED WHERE NATURAL GROUND IS LEVEL OR SLOPING AWAY FROM PROJECT.
- PLACE BRUSH, LOG AND TREE LAPS APPROXIMATELY PARALLEL TO TOE OF FILL SLOPE WITH SOME OF THE HEAVIER MATERIALS BEING PLACED ON TO PROPERLY SECURE THE BARRIER AS DETAILED AT LOCATIONS SHOWN ON PLANS OR AS DIRECTED OR PERMITTED BY THE ENGINEER.
- TO ALLOW WATER TO SEEP THROUGH BRUSH BARRIER, INTERMINGLE THE BRUSH, LOG AND TREE LAPS SO AS NOT TO FORM A SOLID DAM.
- THE BRUSH BARRIER MAY BE CHOKED WITH FILTER FABRIC, THE COST OF FABRIC TO BE INCLUDED IN OTHER ITEMS BID.
- TEMPORARY BRUSH BARRIER WILL NOT BE MEASURED FOR SEPARATE PAYMENT.

NOTE: ANCHOR AND INSTALL SILT FENCE PER DETAILS SHOWN ON WK. NO. ECD-3



SILT FENCE SECTION AT
TOE OF FILL



NOTE:
1. EL. ① + EL. ② TO MAXIMIZE STORAGE.

"SMILE-CONFIGURATION" SILT FENCE
APPLICATION

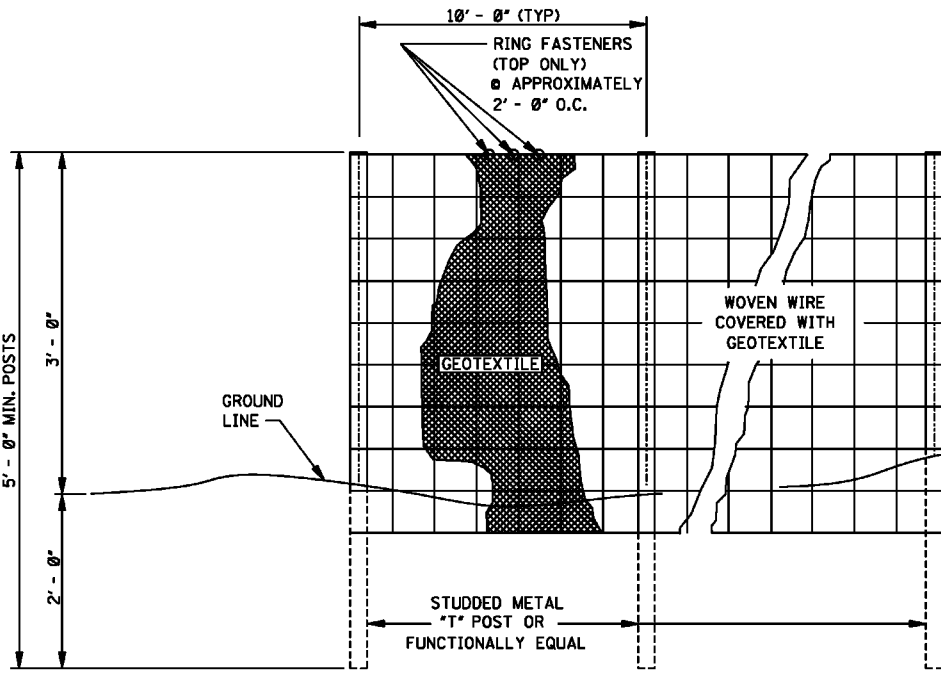
MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

**DETAILS OF SEDIMENT
BARRIER APPLICATIONS**

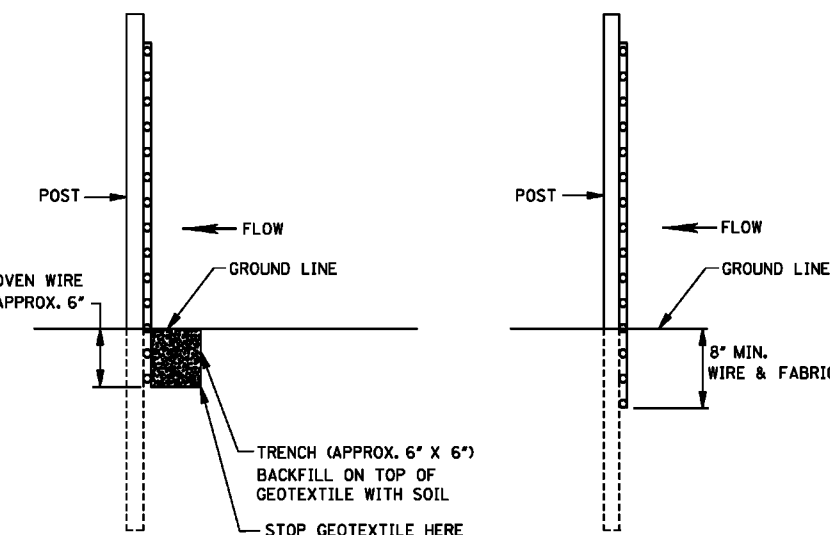
WORKING NUMBER
ECD-2

SHEET NUMBER
6102

ISSUE DATE: AUGUST 01, 2017



ELEVATION VIEW



METHOD I

METHOD II
MECHANICAL INSTALLATION

SIDE VIEW

GENERAL NOTES:

- SILT FENCES SHOULD BE USED IN AREAS WHERE FLOW IS NOT SEVERE.
- SILT FENCES ARE TEMPORARY SEDIMENT CONTROL ITEMS THAT SHOULD BE ERRECTED OPPOSITE ERODIBLE AREAS SUCH AS NEWLY GRADED FILL SLOPES AND ADJACENT TO STEAMS AND CHANNELS.
- SILT FENCE SHOULD BE PLACED WELL INSIDE RIGHT-OF-WAY AND ALONG EDGE OF CLEARING LIMITS. THIS WILL ALLOW ROOM FOR BACK-UP FENCE IF FIRST FENCE BECOMES FULL.
- WHenever POSSIBLE SILT FENCE SHOULD BE CONSTRUCTED ACROSS A LEVEL AREA IN THE SHAPE OF A SMILE. THIS AID IN FLOWING OF RUNOFF AND FACILITATES SEDIMENTATION.
- THE CONTRACTOR MAY ELECT TO USE EITHER METHOD I OR METHOD II. COST TO BE LINEAR FEET OF SILT FENCE.
- METHOD II INSTALLATION SHALL BE ACCOMPLISHED USING AN IMPLEMENT THAT IS MANUFACTURED FOR THE APPLICATION AND PROVIDES A CONFIGURATION MEETING THE REQUIREMENTS OF DETAIL.
- WIRE SHALL BE A MINIMUM OF 32\"/>
- GEOTEXTILE FABRIC MEETING THE TYPE II MATERIAL REQUIREMENTS AND INSTALLED ACCORDING TO SPECIFICATION MAY BE USED WITHOUT WIRE FENCE.

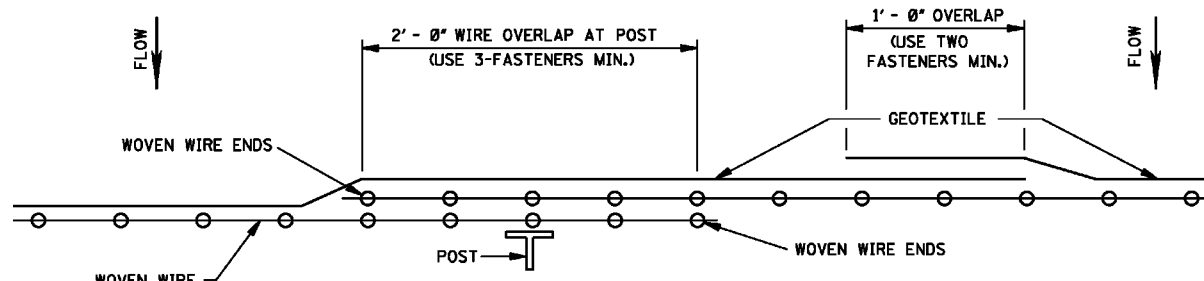
MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

**DETAILS OF SILT
FENCE INSTALLATION**

WORKING NUMBER
ECD-3

SHEET NUMBER
6103

ISSUE DATE: AUGUST 01, 2017



PLAN VIEW

REQUIRED LAPPING

NO.	DATE	DESCRIPTION	BY

EROSION CONTROL DETAILS

HATTIESBURG PUBLIC SAFETY COMPLEX
CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI

sdw

Engineering Progress

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

Drawn by: RES/SLS

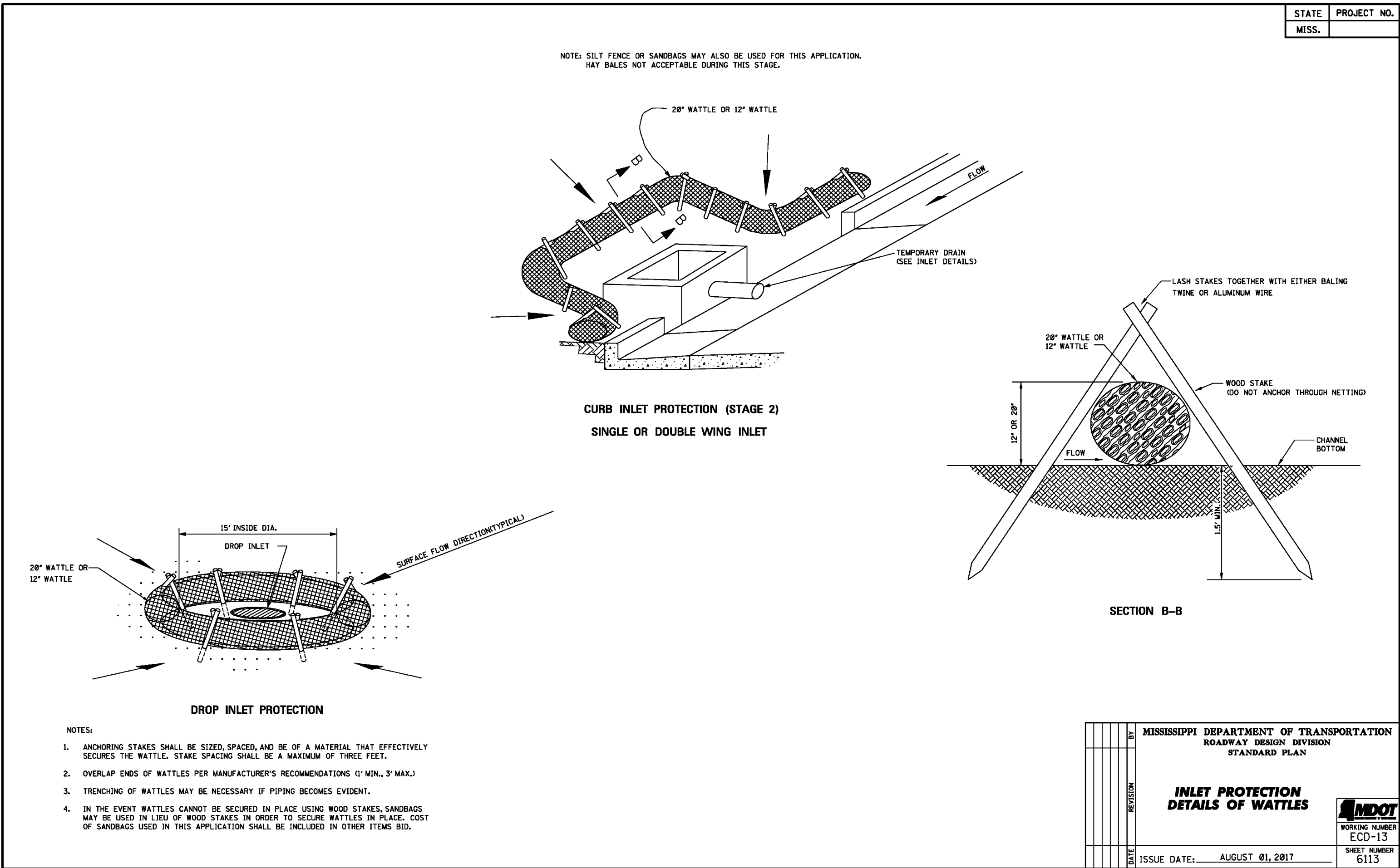
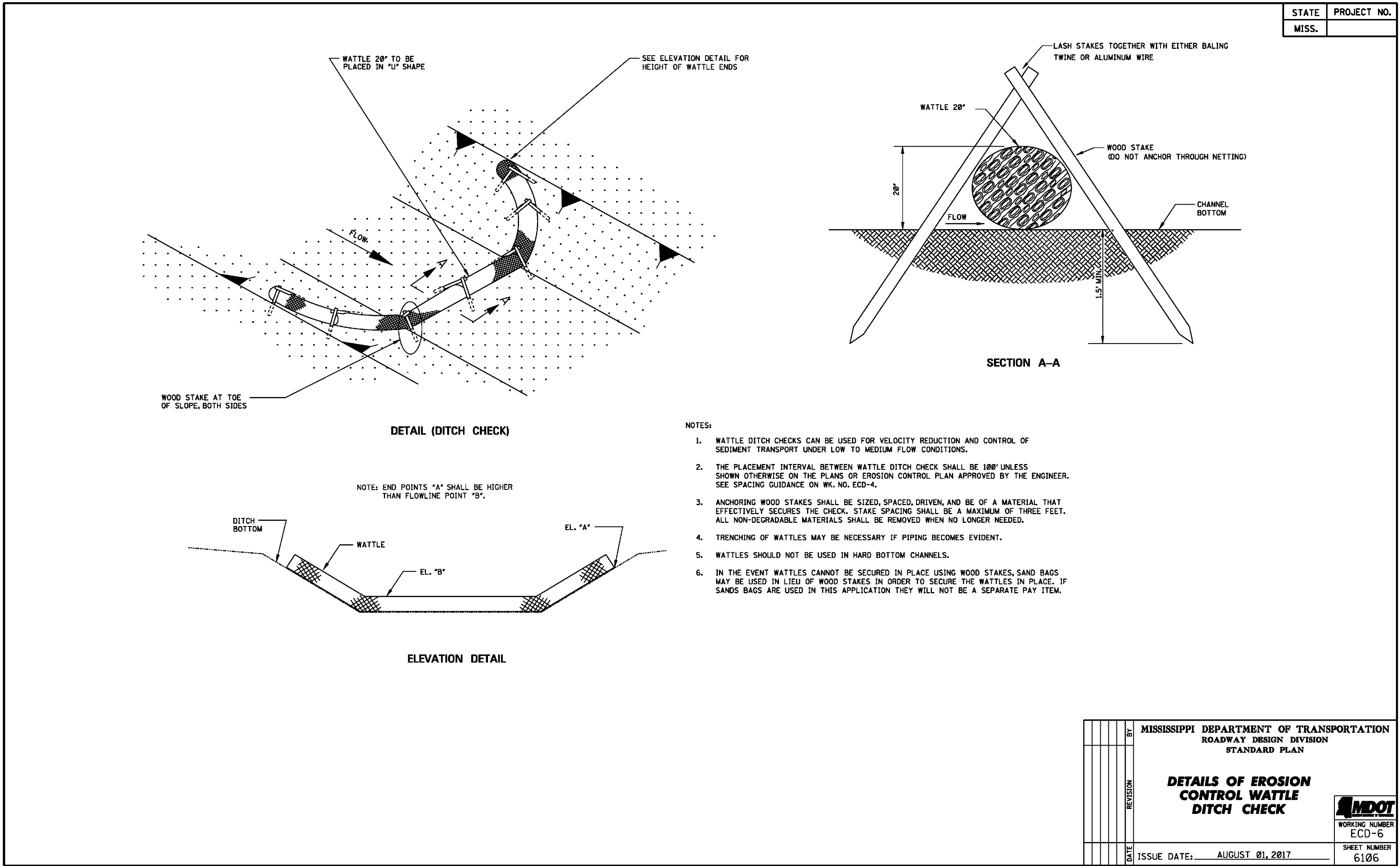
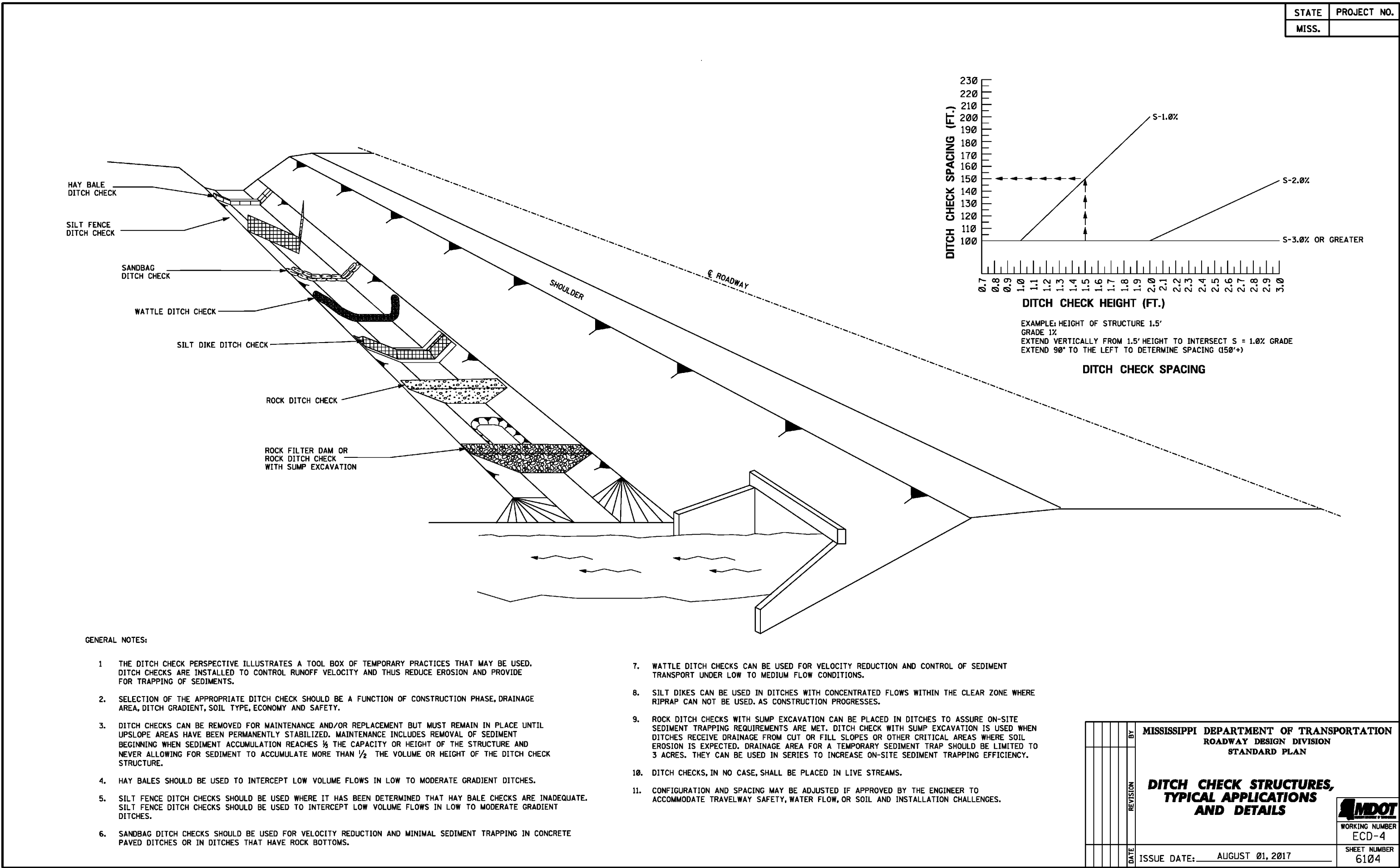
Checked by: SEM

Date: 07-30-2021

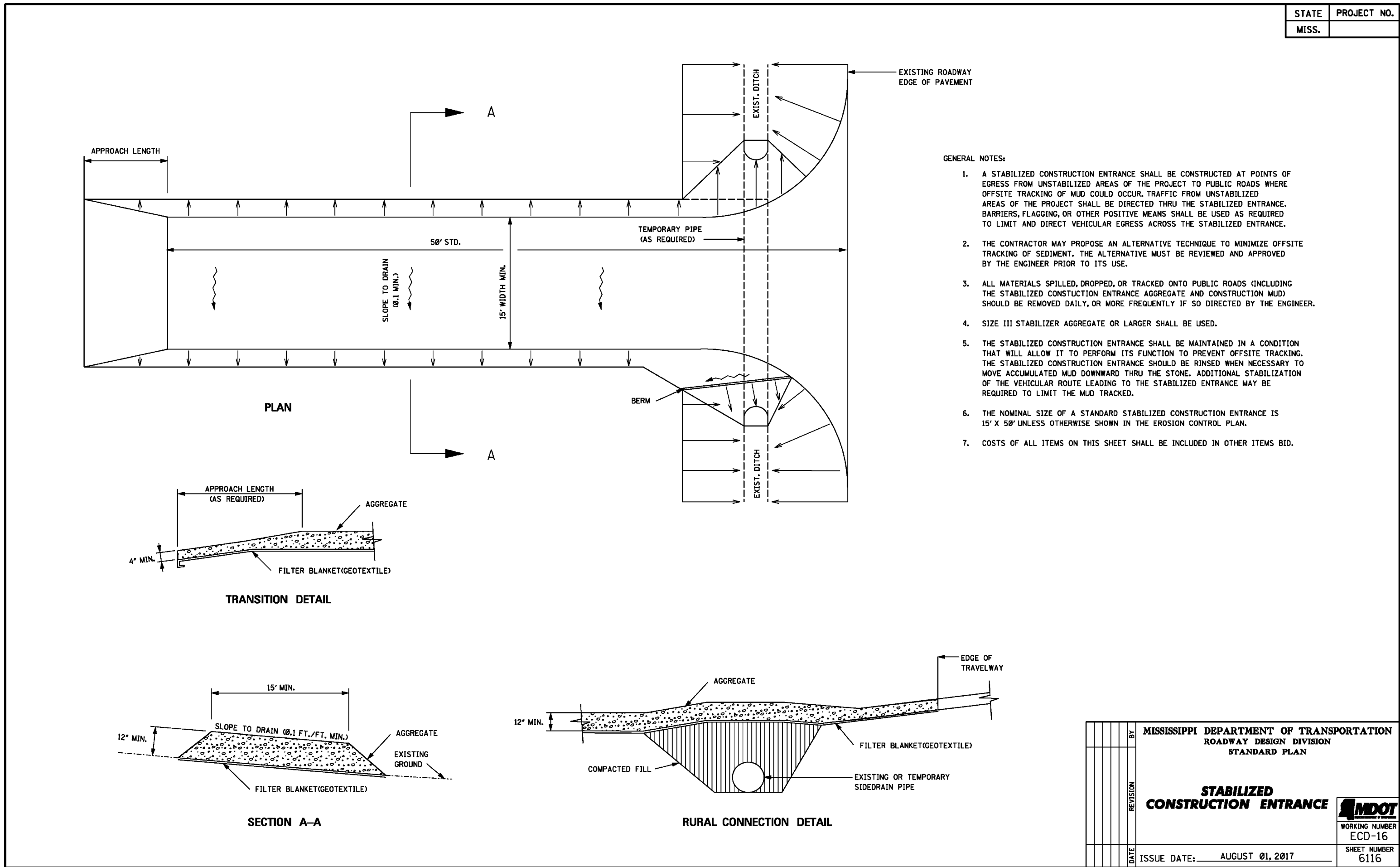
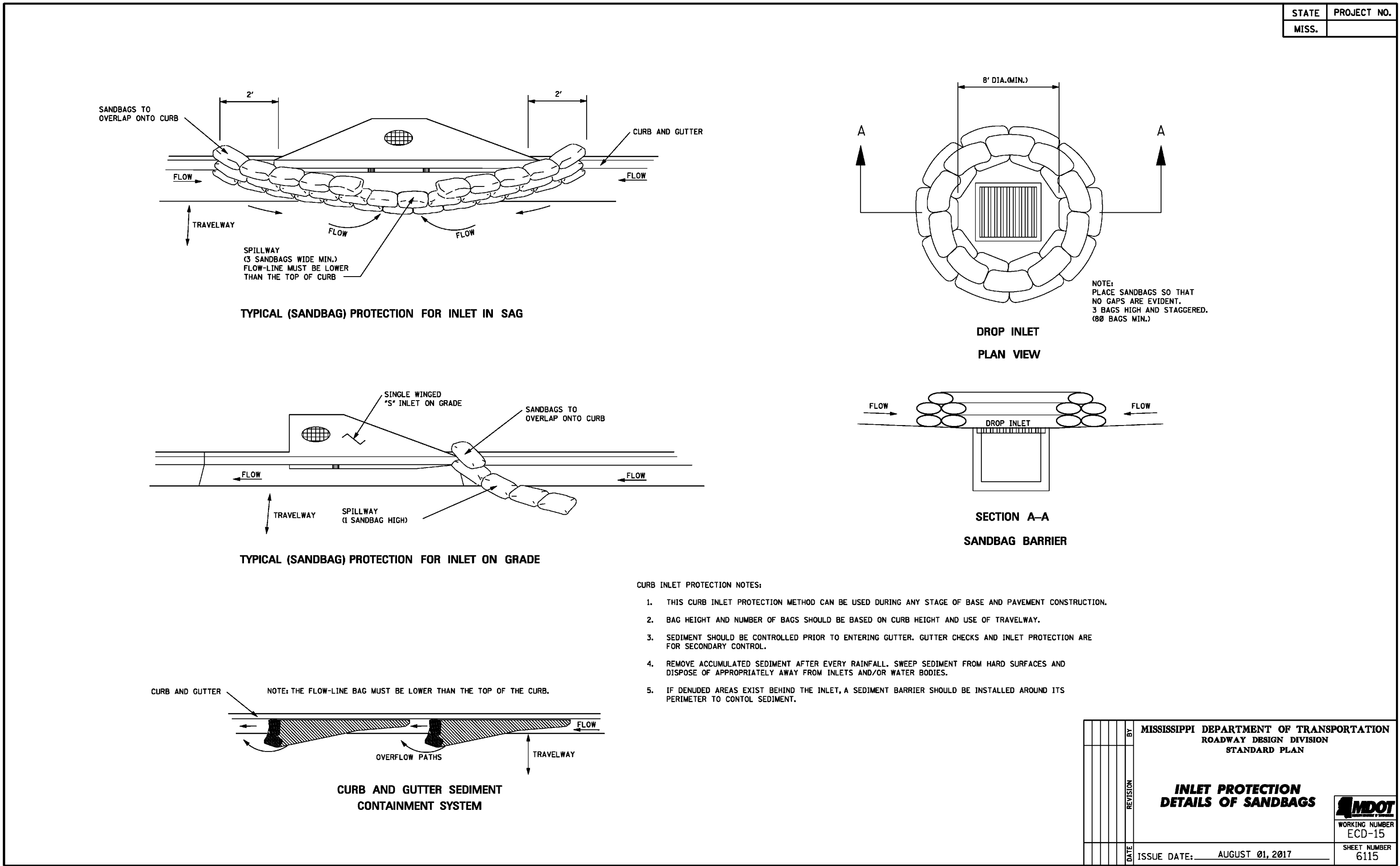
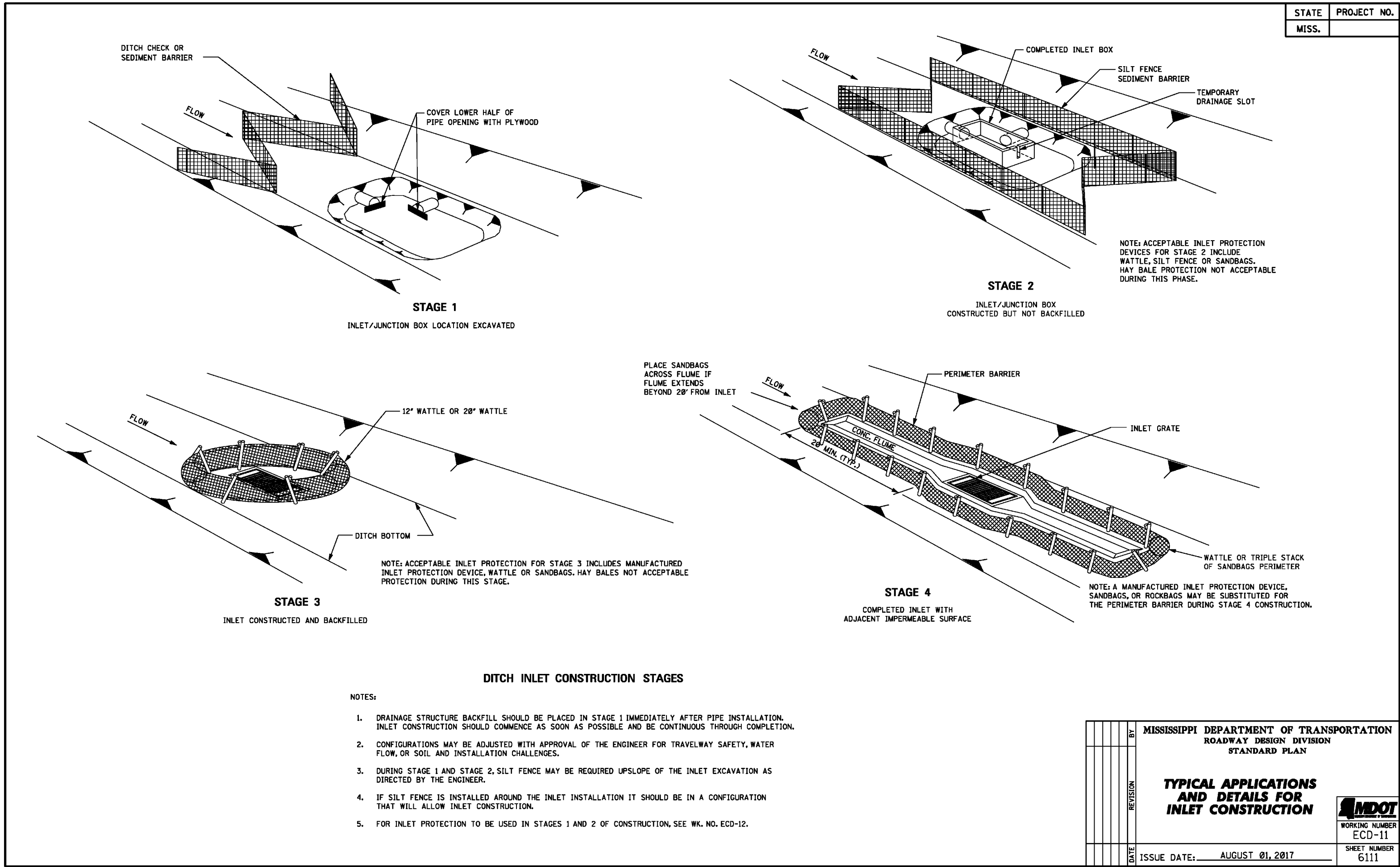
Scale: 1" = 20'

Drawing No.: 1235-156

Sheet No. C4.2



NO.	DATE	DESCRIPTION	BY
EROSION CONTROL DETAILS			
HATTIESBURG PUBLIC SAFETY COMPLEX			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: RES/SLS		Checked by: SEM	
Date: 07-30-2021		Scale: 1" = 20'	
Drawing No.: 1235-156		Sheet No.: C4.3	



NO.	DATE	DESCRIPTION	BY
EROSION CONTROL DETAILS			
HATTIESBURG PUBLIC SAFETY COMPLEX CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by:	RES/SLS	Checked by:	SEM
Date:	07-30-2021	Scale:	1" = 20'
Drawing No.:	1235-156	Sheet No.:	C4.4

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

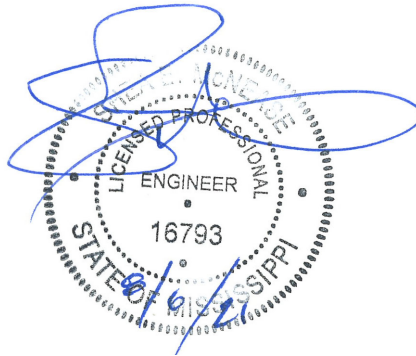
PAVING, MARKING & PEDESTRIAN PATHWAY

ALONG ARLEDGE STREET, EDWARDS STREET & KATIE AVENUE

FOR THE

CITY OF HATTIESBURG

AUGUST 2021

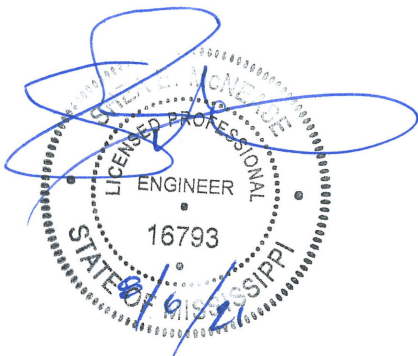


PREPARED BY:

SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

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ADVERTISEMENT FOR BIDS:

NOTICE is hereby given that the City Clerk of the **City of Hattiesburg**, MISSISSIPPI, will receive sealed bids until **10:00 A.M.** on **September 23** in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following:

**PAVING, MARKING & PEDESTRIAN PATHWAY
ALONG ARLEDGE STREET, EDWARDS STREET & KATIE AVENUE
HATTIESBURG, MISSISSIPPI**

Official bid documents can be downloaded from www.sd-wprojects.com. Electronic bids can be submitted at www.sd-wprojects.com. For any questions relating to the electronic bidding process, please call Plan House at 662-407-0193. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi.

Each BID must be received sealed and marked EXACTLY as follows:

**BID:
PAVING, MARKING & PEDESTRIAN PATHWAY
ALONG ARLEDGE STREET, EDWARDS STREET & KATIE AVENUE
HATTIESBURG, MISSISSIPPI**

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Council reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the Council on the ____ day of _____ A.D., 2021.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Kermas Eaton, City Clerk

Publish on August 18 and August 25
City of Hattiesburg
Return PROOF to SDW, Inc.
301 Second Avenue
Hattiesburg, MS 39401

INFORMATION FOR BIDDERS

BIDS will be received by City of Hattiesburg, MS herein called the "OWNER", at City Hall until 10:00 AM on September 23, 2021, and then at said office publicly opened and read aloud.

Each BID must be submitted in sealed envelope, addressed to the City Clerk of said City. Each sealed envelope containing a BID must be plainly marked on the outside as BID for **Paving, Marking & Pedestrian Pathway Along Arledge Street, Edwards Street & Katie Avenue, Hattiesburg, Mississippi** and the envelope should bear on the outside the BIDDER'S name, address, and license number if applicable. If forwarded by mail, the sealed BID shall be included in a delivery package addressed to the Owner at 200 Forrest Street, Hattiesburg, MS 39401.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID BOND payable to the OWNER for five percent

(5%) of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsive, responsible BIDDERS upon request of the BIDDER. When the Agreement is executed the BONDS of the two remaining unsuccessful BIDDERS will be returned upon request of the BIDDER. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND and PERFORMANCE BOND have been executed and approved, after which it will be returned upon request of the BIDDER. A certified check may be used in lieu of a BID BOND.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of 100 percent (100%) of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dates copy of their Power of Attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the PERFORMANCE BOND and PAYMENT BOND within ten (10) calendar days from the date when NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within thirty (30) days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within thirty (30) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period; the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the thirty (30) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

The contract time stipulated, will be strictly enforced, if the CONTRACTOR fails to complete the work within the time stipulated, a deduction will be made of \$750 a day from the money due the CONTRACTOR not as a penalty but as liquidated damages. The CONTRACTOR and the CONTRACTOR'S sureties shall be liable for all liquidated damages in excess of money due the CONTRACTOR.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest and best responsive and responsible BIDDER.

All applicable Laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

FURTHER, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause.

The BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when required to do so by the OWNER.

The ENGINEER is SHOWS, DEARMAN & WAITS, INC. The address of the ENGINEER is 301 2nd Avenue, HATTIESBURG, MISSISSIPPI.

PROPOSAL FORM

I (we) agree to begin work within (10) calendar days after the issuance of Notice to Proceed, and to complete the work within 75 calendar days thereafter.

It is understood that the quantities of work listed for unit prices bid are approximate, and are intended to merely indicate the general scope of the various items entering into the complete work and for comparison of bids. It is further understood and agreed that the Owner may increase or decrease the quantities listed in the Proposal and that no change in the unit prices proposed shall be occasioned thereby.

The undersigned further agrees that the unit and lump sum prices quoted include all items of work required or necessary for the accomplishment of the projected work and that these items include all work indicated on the Plans and Specifications for which no specific pay items have been established.

The undersigned certifies that the bid prices contained herein have been carefully checked and are submitted as correct and final.

If within sixty (60) days the scheduled closing time for receipt of bids, this Proposal is accepted, the undersigned will execute a formal contract within ten (10) days after official notification thereof, will deliver a surety bond for the faithful performance of this contract, and will complete the work within the time specified from the date of execution of the contract.

Respectfully Submitted,

Authorized by:

ADDRESS

PROPOSAL		Project No.:	1235-156		
Paving, Marking & Pedestrian Pathway					
City of Hattiesburg					
ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTALS
	*** Demolition ***				
202-B	Removal of Pavement Markings	66	Lin. Ft.		
202-B	Removal of Asphalt Pavement, All Depths	5,485	Sq.Yd.		
202-B	Removal of Concrete Pavement, All Depths	925	Sq.Yd.		
202-B	Removal of Curb &/or Curb and Gutter, All Types	4	Lin. Ft.		
202-B	Removal of Concrete Storm Inlets (All Sizes)	365	Each		
202-B	Removal of Concrete Storm Drainage Pipe (Under 36" Diameter) (All Depths)	120	Lin. Ft.		
202-B	Removal of Fence, All Types	1,170	Lin. Ft.		
202-B	Removal of Gates, All Types, All Sizes (Incl. Posts, Brick Columns, etc)	6	Each		
202-B	Removal of Oil/Water Separator w/ Appurtenances	1	Each		
	*** Earthwork & Temporary Erosion Control ***				
203-A	Unclassified Excavation, LVM, AH	350	Cu.Yd.		
203-G	Excess Excavation, LVM, AH	2,775	Cu.Yd.		
211-B	Topsoil for Landscape Islands & Slope Treatment, Contractor Furnished	400	Cu.Yd.		
221-A	Concrete Paved Ditch	1.6	Cu.Yd.		
226-A	Temporary Grassing	1.0	Acre		
234-A	Temporary Silt Fence	1,000	Lin. Ft.		
237-A	Wattles, 20"	400	Lin. Ft.		
246-A	Sandbags	250	Lin. Ft.		
	*** Landscaping ***				
282-C	Sleeves, 3" PVC	770	Lin. Ft.		

	*** SubBase, Base & Paving ***				
304-A	Granular Material (LVM) (Class 9, Group B)	2,250	Cu.Yd.		
304-G	Crushed Aggregate (610)	565	Tons		
403-A	9.5 mm, ST, Asphalt Pavement	610	Tons		
403-A	19 mm, ST, Asphalt Pavement	1,415	Tons		
403-B	9.5 mm, ST, Asphalt Pavement, Leveling	1	Tons		
406-A	Cold Milling of Bituminous Pavement, All Depths	18	Sq. Yd.		
	*** Drainage ***				
601-B	Class "B" Structural Concrete - Minor Structures	26	Cu.Yd.		
602-A	Reinforcing Steel	2,395	Lbs.		
603-CA	18" Reinforced Concrete Pipe, Class III, Rubber Gaskets	543	Lin. Ft.		
603-SB	18" Branch Connection, Stub into Existing Reinforced Concrete Pipe	1	Each		
604-A	Castings	474	Lbs.		
604-B	Gratings	1,000	Lbs.		
604-PP	Modify Existing Inlet, Per Plans	2	Each		
605-AA	Geotextile for Subsurface Drainage, Type III	976	Sq. Yd.		
605-Q	6" Perforated Corrugated Polyethylene Drainage Tubing for Underdrains, SDR 35	1,285	Lin. Ft.		
605-P	6" Non-Perforated Sewer Pipe for Underdrains, SDR 23.5	50	Lin. Ft.		
605-W	Filter Material for Combination Storm Drain and/or Underdrain, Type A	123	Cu.Yd.		
605-W	Filter Material for Combination Storm Drain and/or Underdrain, Type B	134	Cu.Yd.		
	*** Curbing, Sidewalks & Gutters ***				
608-A	4" Depth Concrete Sidewalk, without Reinforcement	895	Sq. Yd.		
608-A	6" Depth Concrete Sidewalk, without Reinforcement (for Raised Crosswalks) (Incl. Pavement Scoring)	119	Sq. Yd.		
608-B	Concrete Sidewalk, with Reinforcement (for Steps)	1.7	Cu.Yd.		
608-C	Detectable Warning Panels	460	Sq. Ft.		
609-D	Combination Concrete Curb and Gutter, Per Plans	3,035	Lin. Ft.		
614-A	Concrete Driveway, without Reinforcement, 7" Thickness	170	Sq. Yd.		

	*** Miscellaneous ***				
611-B	Brick Pavers	75	Sq. Ft.		
618-A	Maintenance of Traffic	1	Lump Sum		
619-D	Remove and Reset Signs, All Sizes	2	Each		
620-A	Mobilization	1	Lump Sum		
	*** Pavement Striping & Marking ***				
626-B	6" Thermoplastic Traffic Stripe, Continuous Yellow	2,144	Lin. Ft.		
626-G	Thermoplastic Detail Traffic Stripe, White, 6"	2,471	Lin. Ft.		
626-H	Thermoplastic Legend, White (6"Equiv)	1,100	Lin. Ft.		
626-H	Thermoplastic Legend, White	148	Sq. Ft.		
	*** Permanent Traffic Control ***				
630-A	Standard Roadside Signs, Sheet Aluminum, 0.08" Thickness	22	Sq. Ft.		
630-C	Steel U-Section Posts, 3.0 Lbs./Ft	72	Lin. Ft.		
	*** Survey & Staking ***				
699-A	Construction Staking	1	Lump Sum		
	*** Specialty Items ***				
L00018	Handrail, Per Plans (for Steps)	1	Lump Sum		
				Total	

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the under signed, _____ Principal, and _____ as Surety, are hereby held and firmly bound unto the City of Hattiesburg as Owner in the penal sum of 5% (Five Percent) for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20_____.

The Condition of the above obligation is such that whereas the Principal has submitted to a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the following project:

**PAVING, MARKING & PEDESTRIAN PATHWAY
ALONG ARLEDGE STREET, EDWARDS STREET & KATIE AVENUE
HATTIESBURG, MISSISSIPPI**

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth above.

PRINCIPAL

SURETY

BY: _____

IMPORTANT: Surety companies executing BONDS must appear on the Treasure Department's most current line (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20____ by and between _____ hereinafter called the CONTRACTOR, the City of Hattiesburg hereinafter called the OWNER, Witnesseth that the CONTRACTOR and the OWNER, for the consideration hereafter named and agrees as follows.

ARTICLE 1: SCOPE OF WORK

The CONTRACTOR agrees to furnish all tools, labor, equipment, materials, and supplies required to be furnished, and perform all work required under and in accordance with the plans entitled:

**PAVING, MARKING & PEDESTRIAN PATHWAY
ALONG ARLEDGE STREET, EDWARDS STREET & KATIE AVENUE
HATTIESBURG, MISSISSIPPI**

which are on file at the office of the OWNER, and the Specifications, Proposals, General and Special Conditions, attached hereto and made a part hereof as fully as though copied herein, under the direct supervision and to the entire satisfaction of the OWNER and in accordance with the Laws of the State of Mississippi.

ARTICLE 2: THE CONTRACT SUM

It is further agreed and understood by and between the parties hereunto that the OWNER agrees to pay and the CONTRACTOR agrees to accept full and final compensation for all work done under this agreement, the lump sum amount adjusted for variation of quantities at the unit prices named in the Proposal, which is hereto attached, such payment to be made in lawful money of the United States, at the time and in the manner hereinafter set forth.

ARTICLE 3: TIME OF COMPLETION

The CONTRACTOR agrees, for the consideration above expressed, to begin and complete the work within the time specified in the Proposal. If the CONTRACTOR fails to complete the work in the time specified, he shall pay the OWNER as **liquidated damages**, ascertained and agreed, and not in the nature of a penalty, the sum of \$_____ for each day delayed, which shall be deducted from the final amount to be paid under the contract; provided that the extension of time with the waiver of liquidation damages may be granted as provided for in the Specifications.

ARTICLE 4: PROGRESS PAYMENTS

The OWNER agrees to make progress payments during the construction as provided herein as follows:

The CONTRACTOR will on or before the tenth (10th) day of each month make an estimate of the value of the work done, based on contract prices, and submit to the ENGINEER, along with an affidavit by the CONTRACTOR that progress payments theretofore received from OWNER have discharged in full all the CONTRACTOR's obligations stated in prior progress payments. ENGINEER will recommend partial payment to the OWNER within a reasonable time of receipt of CONTRACTOR's estimate based on the ENGINEER's estimated quantities.

The OWNER agrees to pay the CONTRACTOR one hundred percent (100%) of the value of the work done each month, less retainage in accordance with MS Code of 1972 Section 31-5-33 until final acceptance of the work has been made. If defective and/or materials are discovered or reasonable doubt arises to the integrity of any part of the work for which partial payment has been allowed, a deduction from subsequent estimates in the amount equal to the work in question will be made until the defects have been remedied or the cause for doubt removed.

ARTICLE 5: ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice that the work is ready for final acceptance and inspection, the ENGINEER shall promptly make such inspection, and when he finds the work acceptable under the contract, and the contract fully performed, he shall promptly issue a final certificate, over his own signature, stating that the work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof. Then, the entire balance shall be due the CONTRACTOR within forty-five (45) days the date of said final acceptance and receipt of the closeout documents required per the Supplement to General Conditions and recommendation of the same to the OWNER.

Before issuance of final certificate, the CONTRACTOR shall submit evidence satisfactory to the ENGINEER that all payrolls, materials, bills, and other indebtedness connected with the work have been paid.

The making and acceptance of the final payment shall constitute a waiver of all claims by the OWNER, other than those arising from unsettled liens, from faulty work or materials appearing within one (1) year after payment, or claims previously made and still unsettled.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR, and the ENGINEER, so certifies, the OWNER shall, upon certificate of the ENGINEER and without terminating the Contract,

make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

ARTICLE 6: THE PERFORMANCE BOND

The CONTRACTOR agrees to furnish a bond, with an approved surety thereon guaranteeing the performance of this contract, in no less than one hundred percent (100%) of the amount of the Contract. Said Bond shall be conditioned on full and complete performance of the Contract, and for the payment of all labor and materials for a period of one (1) year after completion. The Surety on said Bond shall be a surety company of financial resources satisfactory to the OWNER and authorized to do business in the State of Mississippi.

ARTICLE 7 INSURANCE

The CONTRACTOR agrees to also carry public liability insurance, property damage insurance, and workman's compensation insurance in amounts as required by the specifications.

WITNESSETH: that for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of the project specified herein.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the project described herein.
3. The CONTRACTOR will commence the work required by the "Contract Documents" and complete the project on or before the completion date unless the period for completion is extended otherwise by the "Contract Documents."
4. The CONTRACTOR agrees to perform all of the work described in the "Contract Documents" and comply with the terms therein for the sum as shown in the bid schedule.
5. The term "Contract Documents" means and includes the following:

Advertisement for Bids
Instructions to Bidders
Bid
Bid Bond
Contract Agreement

Notice of Award
Notice to Proceed
Change Order
General Conditions
Supplemental General Conditions

Payment Bond
Performance Bond
Addenda

Technical Specifications
Drawings

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the "General Conditions" such amounts as required by the "Contract Documents."
7. This "Contract Agreement" shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

OWNERS:

SEAL

City of Hattiesburg

Authorized by:

ATTEST

(Printed Name & Title)

CONTRACTOR:

SEAL

ATTEST

IMPORTANT NOTE: Surety companies executing bonds must appear on the US Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the state where the project is located.

PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT WE, the Undersigned _____ (hereinafter called the Principal), a corporation, partnership or individual duly unauthorized by law to do business as a construction contractor in the State of Mississippi, and _____ of _____ (herein called the Surety), a corporation duly authorized to do surety business under the laws of the State of Mississippi, are held and firmly bound unto the City of Hattiesburg , MS (hereinafter called the Obligee), a Municipality existing under the laws of the State of Mississippi, in the penal sum of _____ Dollars (_____) lawful money of the United States, for the payment of which well and truly to be made, the said Principal and the said Surety do hereby bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, by these presents, as follows:

The Condition of this obligation is such that; whereas Principal by an instrument in writing attached hereto and bearing date of _____ has agreed with said Obligee to do all work necessary and to furnish labor, materials, tools, supplies and services to construct **PAVING, MARKING & PEDESTRIAN PATHWAY ALONG ARLEDGE STREET, EDWARDS STREET & KATIE AVENUE, HATTIESBURG, MISSISSIPPI** as shown on Plans and specified thereby in the Specifications, Proposal and other Contract Documents hereto attached.

NOW THEREFORE, if said Principal shall well and truly in good, sufficient and workmanlike manner, and to the satisfaction of Obligee perform and complete the work required, and shall defend, indemnify and save harmless said Obligee against all damages, claims, demands, expense and charge of every kind (including claims of patent infringement) arising out of injury or damage to persons or property by reason or arising from any act, omission or neglect of said Principal, his agent, servants or employees with relation to said work; and shall pay all cost, charges, rentals and expenses for labor, material, supplies and equipment and deliver the said improvement to Obligee completed and ready for occupancy or operation, and free from all liens, encumbrances or claims for labor, material or otherwise; and shall pay all other expenses lawfully chargeable to Obligee by reason of any default or neglect of the said Principal in the relation of said agreement and said work, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said surety for value received hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the Contract, or the work to be performed thereunder, or the Specifications accompanying the same, shall in any way affect its obligation on this bond and does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the Specifications.

PROVIDED FURTHER, that if Principal, or his, or its subcontractor or subcontractors fail to duly pay for any labor, materials, team hire, sustenance provisions or any other supplies or materials used or consumed by such Principal or his, their or its subcontractors in performance of the work contracted to be done, the Surety will pay the same in any amount not exceeding the sum specified in the bond, together with interest as provided by law.

IN WITNESS THEREOF: Said Principal and Surety have hereunto set their hands and seals at _____ this _____ day of _____, 20__.

(SEAL)

WITNESSES:

PRINCIPAL

ADDRESS

Name of person executing for Principal

TITLE

SURETY

ADDRESS

WITNESSES:

TITLE

Name of person executing for Surety

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meaning indicated which shall be applicable to both the singular and plural thereof.

ACCEPTANCE: By the OWNER of the Work as being fully complete in accordance with the Contract Documents.

AGREEMENT: The written agreement between the OWNER and the CONTRACTOR covering the Work to be performed: The Contract Documents are attached to and made a part of the Agreement. Also designated as the Contract.

ADDENDA: Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by addition, deletions, clarifications or corrections.

APPLICATION FOR PAYMENT: The form furnished by the ENGINEER which is to be used by the CONTRACTOR in requesting progress payments and an affidavit of the CONTRACTOR that progress payments theretofore received from the OWNER on account of the WORK have been applied by the CONTRACTOR to discharge in full all of the CONTRACTOR'S obligations stated in prior Applications for Payment.

APPROVAL: Accept as satisfactory.

BID: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

BIDDER: Any person, firm or corporation submitting a Bid for the Work.

BONDS: Bid, performance and payment bonds and other instruments of security furnished by the CONTRACTOR and his surety in accordance with the Contract Documents and in accordance with the law of the place of the project.

CHANGE ORDER: A written order to the CONTRACTOR signed by the OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

CONTRACT DOCUMENTS: The Agreement, Addenda, Instruction's to Bidders, CONTRACTOR'S BID, the Bonds, the Notice of Award, these General Conditions,

the Supplementary conditions, Special Conditions, Technical Conditions, the Specifications, Drawings and Modifications, and Notice to Proceed.

CONTRACT PRICE: The total moneys payable to the CONTRACTOR under the Contract Documents.

CONTRACT TIME: The number of calendar days stated in the Agreement for the completion of the Work.

CONTRACTING OFFICER: The OWNER (Grantee) - The individual who is authorized to sign the contract documents on behalf of the OWNER'S governing body.

CONTRACTOR: The person, firm or corporation with whom the OWNER has executed the Agreement.

DAY: A calendar day of twenty-four hours measured from midnight to the next midnight.

DRAWINGS: The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by the ENGINEER and are referred to in the Contract Documents.

ENGINEER: The person, firm or corporation named as such in the Contract Documents.

FIELD ORDER: A written order issued by the ENGINEER which clarifies or interprets the Contract Documents in accordance with Paragraph 9.3 or orders minor changes in the Work in accordance with paragraph 10.2.

HE, HIS, AND HIM: These are several pronouns that shall represent both male and female genders.

MODIFICATION: (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order (c) a written clarification or interpretation issued by the ENGINEER in accordance with paragraph 9.3 or (d) a written order for a minor change or alteration in the Work issued by the ENGINEER pursuant to paragraph 10.2. A modification may only be issued after execution of the Agreement.

NOTICE OF AWARD: The written notice by OWNER to the apparent successful Bidder stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, OWNER will execute and deliver the Agreement to him.

NOTICE TO PROCEED: A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligations under the Contract Documents.

OWNER: A public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

PROJECT: The entire construction to be performed as provided in the Contract Documents.

CONSTRUCTION OBSERVER, RESIDENT INSPECTOR, CONSTRUCTION INSPECTOR, PROJECT REPRESENTATIVE: An authorized representative of the ENGINEER assigned to observe the Work performed and materials furnished by the CONTRACTOR or such other person as may be appointed by the OWNER as his representative. The CONTRACTOR shall be notified in writing of the identity of this representative.

SHOP DRAWINGS: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work and as required by the Contract Documents.

SAMPLES: Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

SPECIFICATIONS: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.

SUBCONTRACTOR: An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

SUBSTANTIAL COMPLETION: Substantial completion may be granted for all or portions of the work prior to final completion and stopping of contract time. Substantial completion is defined as the date when the construction is sufficiently completed in accordance with the contract documents so that the project or specified part of the project can be utilized for the purpose for which it was intended. The contract provides that the retainer may be reduced for that portion of the work which substantial completion is granted, but the granting of substantial completion will not stop contract time or liquidated damages.

SUPPLEMENTARY GENERAL CONDITIONS: Federal and State conditions in effect at time of submission of Bid in addition to those Supplementary General

Conditions attached here to.

SUPPLIER: Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

SPECIAL CONDITIONS: When included as a part of the Contract Documents, Special Conditions refer only to the Work under this Contract.

SURETY: The corporate body which is bound with the CONTRACTOR and which engages to be responsible for the CONTRACTOR and his acceptable performance of the Work.

WORK: Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by CONTRACTOR under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

WRITTEN NOTICE: The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with Contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative of such individual, firm or corporation, or if delivered at or sent by registered mail to the last business address known to him who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the OWNER under this Contract shall be delivered to the OWNER through the ENGINEER.

ARTICLE 2 - PRELIMINARY MATTERS:

AWARD:

2.2 The award of the Contract, if it is awarded, will be to the lowest and best responsible, responsive Bidder. No Notice of Award will be given until the OWNER has concluded such investigations as he deems necessary to establish the responsibility, qualifications, and financial ability of the Bidders to do the Work in accordance with the Contract Documents to the satisfaction of the OWNER within the time prescribed. The OWNER reserves the right to reject the BID of any Bidder who does not pass such investigation to the OWNER'S satisfaction. In analyzing Bids, the OWNER may take into consideration alternates and unit prices, if requested by the Bid Form. If the Contract is awarded, the OWNER will issue the NOTICE of AWARD and give the successful Bidder a contract for execution within sixty (60) days after the opening of Bids.

EXECUTION OF AGREEMENT:

2.3 At least three counterparts of the Agreement and such other Contract Documents will be executed and delivered by CONTRACTOR to the ENGINEER within 10 days of receipt from the OWNER.

FORFEITURE OF BID SECURITY:

2.4 Failure of the successful Bidder to execute and deliver the Agreement and deliver the required Bonds as stipulated in paragraph 2.3 shall be just cause for the OWNER to annul the Notice of Award and declare the Bid and any security therefore forfeited.

The quantities appearing in the bid schedule are approximate and have been prepared for comparison of bids. The OWNER does not guarantee or assume any responsibility that quantities shown on the plans will not vary during actual construction of the contract. The CONTRACTOR further acknowledges the possibility of variation of quantities, shall be precluded from claiming in the construction of the project, and the CONTRACTOR shall not claim deception or misunderstanding because of any variation in quantities, location, character of work, or any other condition. Payment will be made only for actual quantities of work performed and accepted.

The OWNER makes no guarantees regarding the character or extent of water levels, soil, rock, utilities, or any other subsurface condition the BIDDER may encounter during work. The OWNER requires BIDDERS to make their own evaluation of subsurface soil conditions and to determine how these conditions may affect methods of construction.

CONTRACTOR'S PRE-BID REPRESENTATIONS:

2.1 CONTRACTOR represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the Contract Documents, Work, Locality, and local conditions and will obey all federal, state, and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that he has correlated his study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

COMMENCEMENT OF CONTRACT TIME:

2.5 The Contract Time will commence to run in accordance with the Notice to Proceed.

STARTING THE PROJECT:

2.6 CONTRACTOR shall start to perform his obligations under the Contract Documents on the date when the Contract Time commences to run. No Work shall be done at the site prior to the date on which the Contract Time commences to run, except with the written consent of the OWNER.

BEFORE STARTING CONSTRUCTION:

2.7 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to ENGINEER any conflict, error or discrepancy which he may discover; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Drawings or Specifications. CONTRACTOR shall pot-hole existing utilities to ascertain exact location throughout the entire project. CONTRACTOR shall notify the ENGINEER any such locations of utilities which will prevent the work from being performed as designed, any work performed in which conflicts with an existing utility shall be remedied by the CONTRACTOR at his sole expense.

SCHEDULE OF COMPLETION:

2.8 Within ten (10) days after delivery of the Notice to Proceed by OWNER to CONTRACTOR, CONTRACTOR shall submit to ENGINEER an estimated progress schedule with earnings indicating the starting and completion dates of the various stages of the Work, and a preliminary schedule of Shop Drawing submissions. (See paragraphs 6.22 through 6.26.) The ENGINEER shall review and return this schedule or require revisions thereto within 14 days of its submittal. If there is more than one CONTRACTOR involved in a project, the responsibility for coordinating the Work of all CONTRACTORS shall be as provided in the Special Conditions.

2.9 At a time deemed appropriate by the OWNER to but before starting the Work at the site, a preconstruction conference may be held to review the above schedules, to establish procedures for handling shop drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the project. Present at the conference will be the OWNER or his representative, ENGINEER, Resident Project

Representatives, CONTRACTOR and his Superintendent.

QUALIFICATION OF SUBCONTRACTORS MATERIALMEN AND SUPPLIERS:

2.10 Within ten (10) working days after bid opening, the CONTRACTOR will (if required) submit to the OWNER and the ENGINEER, for acceptance, a list of the names of Subcontractors and such other persons and organizations (including those who are to furnish principal items of material or equipment) proposed for those portions of the Work as to which the identity of the Subcontractors and other person and organizations must be submitted as specified in the Contract Documents. Within thirty (30) working days after receiving the list, the ENGINEER will notify the CONTRACTOR in writing if either the OWNER or the ENGINEER, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the OWNER or the ENGINEER to make objection to any Subcontractor, person or organization on the list within thirty days of receipt shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the OWNER or the ENGINEER to reject defective Work, material or equipment, or Work, material or equipment not in conformance with the requirements of the Contract Documents.

ARTICLE 3 - CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS:

3.1 It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between the OWNER and the CONTRACTOR. They may be altered only by a Modification.

3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall call it to the ENGINEER'S attention in writing at once and before proceeding with the Work affected thereby; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Specifications or Drawings. The various Contract Documents shall be given precedence, in case of conflict, error or discrepancy, as follows: Agreement Modifications, Addenda, Special Conditions, and Instruction's to Bidders, General Conditions, Technical Specifications and Drawings. If the requirements of one are more stringent than the other, the more stringent requirements shall apply.

3.3 The words "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service."

3.4 Miscellaneous items and accessories which are not specifically mentioned, but which are essential to produce a complete and properly operating installation, or usable structure or plant providing the indicated function, shall be furnished and installed without change in the Contract Price. Such miscellaneous items and accessories shall be of the same quality standards including material, style, finish, strength, class, weight and other applicable characteristics, as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the ENGINEER before installation. The above requirement is not intended to include major components not covered by or inferable from the Drawings and Specifications.

3.5 The Work of all trades under this Contract shall be coordinated by the CONTRACTOR in such a manner as to obtain the best workmanship possible for the entire Project, and all components of Work shall be installed or erected in accordance with the best practices of the particular trade.

3.6 Manufacturer's literature, when referenced, shall be dated and numbered and is intended to establish the minimum requirements acceptable. Whenever reference is given to codes or standard specifications or other data published by regulating agencies or accepted organizations, including but not limited to National Electrical Code, applicable State Building Code, Federal Specifications, ASTM Specifications, various institute specifications, and the like, it shall be understood that such reference is to the latest edition including addenda in effect on the date of Bid.

3.7 Brand names where used in the Technical Specifications, are intended to denote the standard of quality required for the particular material or product. The use of a brand name item is to set a standard of quality and is not intended to restrict the Contractor from offering an equal item from other source(s) of supply. The term "equal" or "equivalent" when used in connection with brand names, shall be interpreted to mean a material or product that is similar and equal in type, quality, size, capacity, composition, finish, color and other applicable characteristics to the material or product specified by trade name, and that is for the same use and capable of performing the same function, in the opinion of the ENGINEER, as the material or product so specified. Proposed equivalent items must be approved by ENGINEER before they are purchased or incorporated in the Work.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE CONDITIONS; REFERENCE POINTS:

Availability of Lands

4.1 The OWNER will furnish, as indicated in Contract Documents, the lands upon

which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the OWNER, unless otherwise specified in the Contract Documents. Other access to such lands or rights-of-way for the CONTRACTOR'S convenience shall be the responsibility of the CONTRACTOR. The CONTRACTOR will provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 The OWNER will, upon request, furnish to the BIDDERS copies of all available boundary surveys.

Subsurface Conditions:

4.3 The CONTRACTOR acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the grounds, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The CONTRACTOR further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done on behalf of the OWNER on the site or any contiguous site, as well as from information presented by the Drawings and Specifications made a part of this Contract, or any other information made available to him prior to receipt of Bids. Any failure by the CONTRACTOR to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work. Any additional information necessary to ascertain subsurface soil conditions, including test holes and soil borings, not provided by the OWNER shall be undertaken by the BIDDER prior to bidding at his cost. Such exploration shall be adequate to satisfy the BIDDER of the materials expected to be encountered on the project. The OWNER assumes no responsibility for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the OWNER.

Differing Site Conditions

4.4 (a) The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the OWNER in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent

in work of the character provided for in this contract. The OWNER shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

(b) No claim of the CONTRACTOR under this clause shall be allowed unless the CONTRACTOR has given the notice required in (a) above.

(c) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

ARTICLE 5 - BONDS AND INSURANCE:

Performance and Payment Bonds:

5.1 The contractor's attention is directed to the Information for Bidders and Supplement to General Conditions.

Contractor's Liability Insurance:

5.2 The CONTRACTOR shall provide the OWNER with insurance certificates certifying that all required insurance is in force; and such insurance certificates shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the OWNER advance notice by registered mail.

5.3 The CONTRACTOR agrees that if any part of the Work under the contract is sublet, he will require the Subcontractor(s) to carry insurance as required, and that he will require the Subcontractor(s) to furnish to him insurance certificates similar to those required by the OWNER in 5.1 and 5.2 above.

5.4 The CONTRACTOR agrees to add ENGINEER to insurance policy as additional insured.

Owner's Liability Insurance

5.4 The OWNER will be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from operations under the Contract Documents.

Fire and Extended Coverage Insurance (Builders' Risk):

5.5 The CONTRACTOR shall maintain, as applicable, in an Insurance Company or

Insurance Companies acceptable to the OWNER, Fire, Extended Coverage and Vandalism & Malicious Mischief Insurance on buildings and structures, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery, if the cost of machinery is included in the Contract. The amount of insurance should at all times be at least equal to the actual cash value of the insured property. The policy shall be in the name of the OWNER and the CONTRACTOR, as their interests may appear, and shall also cover the interests of all Subcontractors performing work.

5.6 The CONTRACTOR shall provide the OWNER with satisfactory evidence certifying that the foregoing insurance is in force; and such evidence shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the OWNER advance notice by registered mail.

Cancellation and Re-Insurance:

5.7 If any insurance should be canceled or changed by the insurance company or should any insurance expire during the period of this Contract, the CONTRACTOR shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain continuous coverage during the life of this Contract.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES:

Supervision and Superintendence:

6.1 The CONTRACTOR will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, safety, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work. (Copies of written communications given to the Superintendent shall be mailed to the Contractor's home or office.)

Labor, Materials and Equipment:

6.2 The CONTRACTOR will provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.

6.3 The CONTRACTOR will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, local telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.

6.4 All materials and equipment will be new, except as otherwise provided in the Contract Documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or container with seals unbroken and labels intact.

6.5 All materials and equipment shall be applied, handled, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors and industry standards, except as otherwise provided in the Contract Documents.

Materials, Equipment, Products and Substitutions:

6.6 Materials, equipment and products incorporated in the Work must be approved for use before being purchased by the CONTRACTOR. The CONTRACTOR shall submit to the ENGINEER a list of proposed materials, equipment or products, together with such samples as may be necessary for him to determine their acceptability and obtain his approval, within ninety (90) calendar days after award of Contract. No request for payment for "or equal" equipment will be approved until this list has been received and approved by the ENGINEER.

6.6.1 Whenever a material, article or piece of equipment is identified on the drawings or Specifications by reference to brand names or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand names or catalog number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Incidental charges or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the Contract Price, or Contract Time.

6.6.2 No substitute shall be ordered or installed without the written approval of the ENGINEER who shall be the judge of equality.

6.6.3 Delay caused by obtaining approvals for substitute materials will not be considered justifiable grounds for an extension of construction time.

6.6.4 Should any work or materials, equipment or products not conform to requirements of the Drawings and Specifications or become damaged during the process of the Work, such Work or materials shall be removed and replaced, together with any work disarranged by such alterations, at any time before completion and acceptance of the Project. All such work shall be done at the expense of the CONTRACTOR. (See paragraph 7.10)

6.6.5 No materials or supplies for the Work shall be purchased by the CONTRACTOR or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the Seller. The CONTRACTOR warrants that he has good title to all materials and supplies used by him in the Work.

Concerning Subcontractors:

6.7 The CONTRACTOR will not employ any Subcontractor, other person or organization of the types referred to in paragraph 2.10 (whether initially or as a substitute) against whom the OWNER or the ENGINEER may have reasonable objection, nor will the CONTRACTOR be required to employ any Subcontractor against whom he has reasonable objection. The CONTRACTOR will not make any substitution for any Subcontractor who has been accepted by the OWNER and the ENGINEER, unless the ENGINEER determines that there is good cause for doing so.

6.8 The CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER or ENGINEER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done in accordance with the schedule of values.

6.9 The divisions and sections of the Specifications and the identifications of any drawings shall not control the CONTRACTOR in dividing the work among Subcontractors or delineating the Work to be performed by any specific trade.

6.10 The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the OWNER.

6.11 All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor.

6.12 The CONTRACTOR shall be responsible for the coordination of the trades, Subcontractors and material men engaged upon his Work.

6.12.1 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provisions of the Contract Documents.

6.12.2 The OWNER or ENGINEER will not undertake to settle any differences between the CONTRACTOR and his Subcontractors or between Subcontractors.

6.12.3 If in the opinion of the ENGINEER, any Subcontractor on the project proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when directed in writing.

Patent Fees and Royalties:

6.13 The CONTRACTOR will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. He will indemnify and hold harmless the OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorneys' fees) arising out of any infringement of such rights during or after completion of the Work, and shall defend all such claims in connection with any alleged infringement of such rights.

6.14 The CONTRACTOR shall be responsible for determining the application of patent rights and royalties on materials, appliances, articles or systems prior to bidding. However, he shall not be responsible for such determination on systems which do not involve purchase by him of materials, appliances, and articles.

Permits:

6.15 The CONTRACTOR will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of his Bid. When such charges are normally made by the OWNER, there will be no charges to the CONTRACTOR. The OWNER shall assist the CONTRACTOR, when necessary, in

obtaining such permits and licenses. The CONTRACTOR will also pay all public utility charges.

Laws and Regulations:

6.16 The CONTRACTOR will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, he will give the ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the ENGINEER, he will bear all costs arising wherefrom; however, it shall not be his primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

Taxes:

6.17 Cost of all sales and other taxes for which the CONTRACTOR is liable under the Contract shall be included in the Contract Price stated by the CONTRACTOR.

Record Drawings:

6.18 The CONTRACTOR will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Engineer and shall be delivered to him for the OWNER upon completion of the Project. It shall be used for this purpose only.

Safety and Protection:

6.19 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

6.19.1 All employees on the work and other persons who may be affected thereby.

6.19.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.

6.19.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

6.20 The CONTRACTOR will designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S superintendent unless otherwise designated in writing by the CONTRACTOR to the OWNER.

Emergencies:

6.21 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the ENGINEER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall be issued covering the changes and deviations involved. If the CONTRACTOR believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 & 12.

Shop Drawing and Samples:

6.22 After checking and verifying all field measurements, the CONTRACTOR will submit to the ENGINEER for review, in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9) three (3) copies (or at the ENGINEER'S option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the CONTRACTOR. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the ENGINEER to review the information as required.

6.23 The CONTRACTOR will also submit to the ENGINEER for review, with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

6.24 At the time of each submission, the CONTRACTOR will in writing call the ENGINEER'S attention to any deviations that the Shop Drawings or sample may have from the requirements of the Contract Documents.

6.25 The ENGINEER will review with reasonable promptness Shop Drawings and samples, but his review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The review of a separate item as such will not indicate review of the assembly in which the item functions. The CONTRACTOR will make any corrections required by the ENGINEER and will return the required number of

corrected copies of Shop Drawings and resubmit new samples until the review is satisfactory to the ENGINEER. The CONTRACTOR shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by the ENGINEER on previous submissions. The CONTRACTOR'S stamp of approval on any Shop Drawings or sample shall constitute a representative to the OWNER and the ENGINEER that the CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalogue numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawings or sample with the requirements of the Work and the Contract Documents.

6.26 No Work requiring a Shop Drawing or sample submission shall be commenced until the submission has been reviewed by the ENGINEER. A copy of each Shop Drawing and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6.27 The ENGINEER'S review of Shop Drawings or samples shall not relieve the CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the ENGINEER'S attention to such deviation at the time of submission and the ENGINEER has given written approval to the specific deviation, nor shall any review by the ENGINEER relieve the CONTRACTOR from responsibility for errors or omission in the Shop Drawings.

Cleaning Up:

6.28 The CONTRACTOR shall clean up behind the Work as much as is reasonably possible as the Work progresses. Upon completion of the Work, and before acceptance of and final payment for the Project by the OWNER, the CONTRACTOR shall remove all his surplus and discarded materials excavated material and rubbish from the roadways, sidewalks, parking areas, lawns and all adjacent property; shall clean his portion of Work involved in any building under this Contract, so that no further cleaning by the OWNER is necessary prior to his occupancy; shall restore all property, both public and private, which has been disturbed or damaged during the prosecution of the Work; and shall leave the whole in a neat and presentable condition.

6.29 Clean-up operations shall consistently be carried on by the CONTRACTOR at all times to keep the premises free from accumulation of waste materials and rubbish. Upon completion of the Work he shall remove all rubbish, tools, scaffolding, surplus materials, etc., and shall leave his work "broom clean", or its equivalent, unless more exactly specified elsewhere in the Contract. The CONTRACTOR shall do the cleaning for all trades upon completion of the Work.

6.30 General. In case of dispute, the OWNER may remove the rubbish and charge

the cost to the CONTRACTOR as the ENGINEER shall determine to be just.

Public Convenience and Safety:

6.31 The CONTRACTOR shall, at all times, conduct the Work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of the Work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. "Street Closed" signs shall be placed immediately adjacent to the Work, in a conspicuous position at such locations as traffic demands in accordance with the MUTCD. At any time that streets are required to be closed, the CONTRACTOR shall notify law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times. The CONTRACTOR shall keep the portion of the project being used by the public in satisfactory condition. It may become necessary for the CONTRACTOR to sweep the roadway surface to completely remove debris.

Sanitary Provisions:

6.32 The CONTRACTOR shall furnish necessary toilet conveniences, secluded from public observation, for use of all personnel on the Work, whether or not in his employ. They shall be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the Public Authorities having jurisdiction. He shall commit no public nuisance. Temporary sanitary facilities shall be removed upon completion of the Work and the premises shall be left clean.

Indemnification:

6.33 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than Work itself) including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

6.34 In any and all claims against the OWNER or the ENGINEER or any of their agents or employees, by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.33 shall not be limited in any way by any limitation on the amount or type of damages,

compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.35 The obligations of the CONTRACTOR under paragraph 6.33 shall not extend to the liability of the Engineer's negligent acts, errors or omissions or those of his employees or agents.

Responsibility for Connecting to Existing Work:

6.36 It shall be the express responsibility of the CONTRACTOR to connect his Work to each part of the existing work or work previously installed as required by the Drawings and Specifications to provide a complete installation.

Work in Street, Highway and Other Rights-of-Way:

6.37 Excavation, grading, fill, storm drainage, paving and any other construction or installations in rights-of-way of streets, highways, public carrier lines, utility lines (either aerial, surface or subsurface), etc., shall be done in accordance with requirements of the Contract Documents. The CONTRACTOR will be responsible for obtaining all permits necessary for the work. Upon completion of the Work, CONTRACTOR shall present to ENGINEER certificates, in triplicate, from the proper authorities stating that the Work has been done in accordance with their requirements.

6.37.1 The OWNER will cooperate with the CONTRACTOR in obtaining action from any utilities or public authorities involved in the above requirements.

6.37.2 The ENGINEER shall be responsible for obtaining elevations of curbs and gutters, pavement, storm drainage structures, and other such items which must be established by governmental departments as soon as grading operations are begun on the site and, in any case, sufficiently early in the construction period to prevent any adverse effect on the Project.

Cooperation with Governmental Departments, Public Utilities, Etc:

6.38 The OWNER shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structure connected therewith, that are encountered in the work in order that such items may be properly shored, supported and protected, or the CONTRACTOR may relocate them if he so desires. The CONTRACTOR shall give all proper notices, shall comply with requirements of such parties in the performance of his Work, shall permit entrance of such parties

on the Project in order that they may perform their necessary work, and shall pay all charges and fees made by such parties for this work.

6.38.1 The CONTRACTOR'S attention is called to the fact that there may be delays on the Project due to work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.

6.38.2 The CONTRACTOR shall have made himself familiar with all codes, laws, ordinances and regulations which in any manner affect those engaged or employed in the Work, or materials and equipment used in or upon the Work, or in any way affect the conduct of the Work, and no plea of misunderstanding will be considered on account of his ignorance thereof.

Use of Premises:

6.39 CONTRACTOR shall confine his apparatus, storage of materials, and operations of his workmen to limits indicated by law, ordinances, permits, and directions of ENGINEER and OWNER, and shall not unnecessarily encumber any part of site.

6.39.1 CONTRACTOR shall not overload or permit any part of any structure to be loaded with such weight as will endanger its safety, nor shall he subject any part of the Work to stresses or pressures that will endanger it.

6.39.2 CONTRACTOR shall enforce OWNER'S instructions in connection with signs, advertisements, fires and smoking.

6.39.3 CONTRACTOR shall arrange and cooperate with OWNER in routing and parking of automobiles of his employees, subcontractors and other personnel and in routing material delivery trucks and other vehicles to the Project Site.

Protection of Existing Property Improvements:

6.40 Any existing surface or subsurface improvements, such as pavements, curbs, sidewalks, pipes or utilities, footings or structures (including portions thereof), trees, and shrubbery not indicated on the Drawings or noted in the Specifications as being removed or altered shall be protected from damage during construction of the Project. Any such improvements damaged during construction of the Project shall be restored to a condition equal to that existing at time of award of Contract.

Temporary Heat:

6.41 The General CONTRACTOR shall provide heat, fuel and services as necessary to protect all work and materials, within all habitable areas of permanent building construction, for all contracts against injury from dampness and cold until final acceptance of all work and materials for the Project, unless building is fully occupied by the OWNER prior to such acceptance, in which case the OWNER shall assume all expenses of heating from date of full occupancy. In areas outside those covered above, each prime contractor shall be responsible for providing such temporary heat, fuel and services as required to protect his work or shall make all necessary arrangements with the General CONTRACTOR for providing such temporary heat, fuel and services. Unless otherwise specifically permitted by Special Conditions, the permanent heating system shall not be used to provide temporary heat. CONTRACTOR'S proposed methods of heating shall be submitted for approval.

ARTICLE 7 - WORK BY OTHERS:

7.1 The OWNER may perform additional work related to the Project by himself, or he may let other direct contracts therefore which shall contain General Conditions similar to these. The CONTRACTOR will afford the other contractors who are parties to such direct contracts (or the OWNER, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

7.2 If any part of the CONTRACTOR'S work depends for proper execution or results upon the work of any such other CONTRACTOR (or the OWNER), the CONTRACTOR will promptly report to the ENGINEER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results.

7.3 The CONTRACTOR will do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The CONTRACTOR will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the ENGINEER and of the other contractors whose work will be affected.

7.4 If the performance of additional work by other contractors or the OWNER is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional work. If the CONTRACTOR believes that the performance of such additional work by the OWNER or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as provide in Articles 11 and 12.

7.5 Where practicable, the CONTRACTOR shall build around the work of other separate contractors or shall leave chases, slots and holes as required to receive and to conceal within the general construction work the work of such other separate contractors as directed by them. Where such chases, slots, etc., are impracticable, the work shall require specific approval of the ENGINEER.

7.6 Necessary chases, slots and holes not built or left by the CONTRACTOR shall be cut by the separate contractor requiring such alterations after approval of the CONTRACTOR. The CONTRACTOR shall do all patching and finishing of his Work where cut by other contractors at the expense of such other contractors.

7.7 Cooperation is required in the use of site facilities and in the detailed execution of the Work. Each contractor shall coordinate his operations with those of the other contractors for the best interest of the Work in order to prevent delay in the execution thereof.

7.8 Each contractor shall keep himself informed of the progress of the work of other contractors. Should lack of progress or defective workmanship on the part of other contractors interfere with his operations, the CONTRACTOR shall notify the ENGINEER immediately. Lack of such notice to the ENGINEER will be construed as acceptance by the CONTRACTOR of the status of the work of other contractors as being satisfactory for proper coordination of his own work.

7.9 Each contractor shall give notices of the progress of his work so as to allow other contractors adequate opportunity to properly direct and coordinate their work. The CONTRACTOR shall give notices of the progress of his Work so that work of other contractors, when required to be concealed, may be placed before the general construction Work. All such notices shall be submitted to the ENGINEER with copies to other prime contractors on the Project sufficiently ahead of job progress to permit adequate time for the other prime contractors to coordinate their work.

7.10 The cost of extra work resulting from lack of notices, untimely notices, failure to respond to notices, defective work or lack of coordination shall be borne by the CONTRACTOR responsible for such lack of notices, etc.

ARTICLE 8 - OWNER'S RESPONSIBILITIES:

8.1 The OWNER will issue all communications to the CONTRACTOR through the ENGINEER.

8.2 In case of termination of the employment of the ENGINEER, the OWNER will appoint an engineer against whom the CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to

arbitration, if mutually agreeable.

8.3 The OWNER will furnish the data required of him under the Contract Documents promptly and shall make payments to the CONTRACTOR promptly after they are due as provided in Article 14.

8.4 OWNER'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1, 4.4 and the Special Conditions. Paragraphs 4.2 and 4.3 refer to OWNER'S identifying and making available to CONTRACTOR copies of surveys and investigation reports of subsurface and latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications.

8.5 The OWNER'S responsibilities in respect of liability and property insurance are set forth in paragraph 5.4.

8.6 In addition to his rights to request changes in the Work in accordance with Article 10, the OWNER (especially in certain instances as provided in paragraph 10.4) will be obligated to execute Change Orders.

8.7 In connection with the OWNER'S right to stop Work or suspend Work; see paragraph 15.1. Paragraph 15.3 deals with the OWNER'S right to terminate services of the CONTRACTOR under certain circumstances.

8.8 The OWNER shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or any portion thereof may not have expired; but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the Work, the CONTRACTOR shall be entitled to such extra compensation or extension of time or both, except by prior agreement, as the ENGINEER may determine. See paragraph 14.11.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION:

Owner's Representative:

9.1 The ENGINEER shall be the OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of the ENGINEER as the OWNER'S representative during construction are set forth in Articles 1 through 17 of these General Conditions and shall not be extended without written consent of the OWNER and the ENGINEER.

9.1.1 The ENGINEER'S decision, in matters relating to aesthetics shall be final, if

within the terms of the Contract Documents.

9.1.2 Except as may be otherwise provided in this contract all claims, counter-claims, disputes and other matters in question between the OWNER and the CONTRACTOR arising out of or relating to this agreement or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State in which the OWNER is located.

Visits to Site:

9.2 The ENGINEER will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. He will not be required to make continuous on-site observations to check the quality or quantity of the Work. His efforts will be directed toward ascertaining on behalf of the OWNER that the completed Project will conform to the requirements of the Contract Documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep the OWNER informed of the progress of the Work and will endeavor to guard the OWNER against defects and deficiencies in the Work of contractors.

Clarifications and Interpretations:

9.3 The ENGINEER will issue with reasonable promptness such written clarification or interpretations of the Contract Documents (in the form of Drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

Measurement of Quantities:

9.4 All Work completed under the Contract will be measured by the CONTRACTOR according to the United States Standard Measures. All linear surface measurements will be made horizontally or vertically as required by the item measured.

Rejecting Defective Work:

9.5 The ENGINEER will have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not meet the requirements of any inspection, test or approval or has been damaged prior to final acceptance). He will also have authority to require special inspection or testing of the Work whether or not the

Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

9.6 In connection with the ENGINEER'S responsibility as to Shop Drawings and samples, see paragraphs 6.22 through 6.27, inclusive.

9.7 In connection with the ENGINEER'S responsibility for Change Orders; see Articles 10, 11, and 12.

9.8 In connection with the ENGINEER'S responsibilities in respect of Application for Payment, etc., see Article 14.

Resident Project Representative:

9.9 The OWNER or the ENGINEER will provide on-site representation sufficient to guarantee that construction is in general compliance with the construction drawings and the contract specifications.

Decisions on Disagreements:

9.10 The ENGINEER will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance hereunder. In his capacity as interpreter and judge, he will exercise his best efforts to insure faithful performance by both the OWNER and the CONTRACTOR. He will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred initially to the ENGINEER for decision; which he shall render in writing within a reasonable time.

9.11 Either the OWNER or the CONTRACTOR, if the other agrees, may request legal action with respect to any such claim, dispute or other matter that has been referred to the ENGINEER, except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.11, such legal action to be in accordance with Article 16. However, no request for legal action of any such claim, dispute or other matter shall be made until the earlier of (a) the date on which the ENGINEER has rendered his decision or (b) the tenth day after the parties have presented their evidence to the ENGINEER if he has not rendered his written decision before that date. No request for legal action shall be made later than thirty (30) days after the date on which the ENGINEER rendered his written decision in respect of the claim, dispute or other matter as to which legal action is sought; and the failure to request legal action within said thirty (30) days period shall result in the ENGINEER'S decision being final and binding upon the OWNER and the CONTRACTOR. If the ENGINEER renders a decision after legal proceedings have

been initiated, such decision may be entered as evidence but shall not supersede the legal proceedings, except where the decision is acceptable to the parties concerned.

Limitations on Engineer's Responsibilities:

9.12 Neither the ENGINEER'S authority to act under this Article 9 nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the ENGINEER to the CONTRACTOR, any Subcontractor, any of their agents or employees or any other person performing any of the Work.

9.13 The ENGINEER will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto, and he will not be responsible for the CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

9.14 The ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR, or any Subcontractors, or any of his or their agents or employees, or any other person performing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK:

10.1 Without invalidating the Agreement, the OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the CONTRACTOR will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12. A Change Order signed by the CONTRACTOR indicates his agreement therewith.

10.2 The ENGINEER may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alteration authorized by the ENGINEER entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

10.3 Additional Work performed by the CONTRACTOR without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.21 and except as provided in paragraph 10.2.

10.4 The OWNER will execute appropriate Change Orders prepared by the ENGINEER covering changes in the Work to be performed as provided in paragraph 4.4, and Work performed in an emergency as provided in paragraph 6.21 and any other claim of the CONTRACTOR for a change in the Contract Time or the Contract Price which is approved by the ENGINEER.

10.5 It is the CONTRACTOR'S responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. The CONTRACTOR will furnish proof of such adjustment to the OWNER.

ARTICLE 11 - CHANGE OF CONTRACT PRICE:

11.1 The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at his expense without changing the Contract Price.

11.2 (a) The OWNER may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make any change in the Work within the general scope of the contract, including but not limited to changes:

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Owner-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written order or an oral order (which terms as used in this paragraph (b) shall include direction, instruction, interpretation or determination) from the OWNER, which causes any such change, shall be treated as a change order under this clause, provided that the CONTRACTOR gives the OWNER written notice stating the date, circumstances, and source of the order and that the CONTRACTOR regards the order as a change order.

(c) Except as herein provided, no order, statement, or conduct of the OWNER shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.

(d) If any change under this clause causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly: PROVIDED, HOWEVER, that except for claims based on defective specifications, no claim for any change under (b) above shall be allowed for any costs incurred more than 20 days before the CONTRACTOR gives written notice as therein required.

And provided further, that in the case of defective specifications for which the OWNER is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the CONTRACTOR in attempting to comply with such defective specifications.

(e) If the CONTRACTOR intends to assert a claim for an equitable adjustment under this clause, he must, within 30 days after receipt of a written change order under (a) above or the furnishing of a written notice under (b) above, submit to the OWNER a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the OWNER. The statement of claim hereunder may be included in the notice under (b) above.

(f) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

11.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents by application of unit prices to the quantities of the items involved.

11.3.2 By negotiated lump sum.

11.3.3 The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work plus a fixed amount to be agreed upon to cover the cost of general overhead and profit to be negotiated.

11.4 The term Cost of the Work means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work. Except as otherwise maybe agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to salaries and wages plus the costs of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by OWNER.

11.4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturer's field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3 Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such Bids to OWNER who will then determine with the advice of ENGINEER, which Bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of Work plus a Fee, the cost of the Work shall be determined in accordance with paragraphs 11.4 and 11.5.

11.4.4 Costs of special consultants (including but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work.

11.4.5 Supplemental costs including the following:

11.4.5.1 The proportion of necessary transportation, travelling and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

11.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or other in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the cost of transportation, loading, unloading, installation, dismantling and removal thereof--all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall end when the use thereof is no longer necessary for the Work.

11.4.5.4 Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable imposed by any governmental authority.

11.4.5.5 Deposits lost for causes other than CONTRACTOR'S negligence, royalty

payments and fees for permits and licenses. Costs for permits and licenses must be shown as a separate item.

11.4.5.6 Losses, damages and expenses, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the execution of, and to, the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of Work for the purpose of determining CONTRACTOR'S fee. If however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, he shall be paid for his services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9 Cost of premiums for additional Bonds and Insurance required because of changes in the Work.

11.5 The term cost of the Work shall not include any of the following:

11.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals, (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 11.4.1 -- all of which are to be considered administrative costs covered by the CONTRACTOR'S Fee.

11.5.2 Expenses of CONTRACTOR'S principal and branch offices other than his office at the site.

11.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR'S for delinquent payments.

11.5.4 Cost of premiums for all bonds and for all insurance policies whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except as otherwise provide in subparagraph 11.4.5.9.)

11.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

11.6 The CONTRACTOR'S Fee which shall be allowed to CONTRACTOR for his overhead and profit shall be determined as follows;

11.6.1 A mutually acceptable firm fixed price; or if none can be agreed upon,

11.6.2 A mutually acceptable fixed fee based on the estimate of the various portions of the Cost of the Work.

11.7 The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the net shall be computed to include overhead and profit, identified separately, for both additions and credits.

11.8 Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will submit in form prescribed by ENGINEER an itemized cost breakdown together with supporting data.

11.9 Allowances: It is understood that the CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such material men, suppliers, or Subcontractors and for such sums within the limit of the allowances as the ENGINEER may approve. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. The CONTRACTOR agrees that the original Contract Price includes such sums as he deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

11.9.1 These allowances shall cover the cost to the CONTRACTOR less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes.

11.9.2 The CONTRACTOR'S costs for unloading and handling on site, labor, installation costs, overhead, profit and other expenses contemplated for the original

allowance shall be included in the Contract Price and not in the allowance.

11.9.3 Whenever the cost, as described in 11.9.1 above, is more than or less than the allowance, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses, except that whenever unit price allowances are stipulated for brick, the Change Order will not include any cost as described in 11.5 above.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME:

12.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to OWNER and ENGINEER within ten days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if he makes a claim therefore as provided in paragraph 12.1. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by OWNER, fires, floods, labor disputes, epidemics, or acts of God.

12.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of the Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either parties.

12.4 No claim for delay shall be allowed because of failure to furnish Drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

12.5 This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

ARTICLE 13 - GUARANTY:

13.1 The CONTRACTOR shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the

completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs or adjustments, in the Work that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

ARTICLE 14 - PAYMENTS AND COMPLETION:

Payments to Contractors:

14.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or revise the partial payment estimate provides the same to the CONTRACTOR indicating in writing his reasons for refusing or revising payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within forty-five (45) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER may retain a portion of the amount otherwise due the CONTRACTOR. Except as State law otherwise provides, the amount the OWNER retains shall be limited to the following:

14.1.1 Withholding of not more than 5 percent of the payment claimed until work is 50 percent complete;

14.1.2 When Work is 50 percent complete, reduction of the withholding to 2.5 percent of the dollar value of all Work satisfactorily completed to date, provided that the CONTRACTOR is making satisfactory progress and there is no specific cause for greater withholding and the same is requested by the CONTRACTOR in writing;

14.1.3 When the Work is substantially complete (operational or beneficial occupancy), the withheld amount shall be further reduced below 5 percent to only

that amount necessary to assure completion.

14.1.4 The OWNER may reinstate up to 5 percent withholding if the OWNER determines, at its discretion, that the CONTRACTOR is not making satisfactory progress or there is other specific cause for such withholding.

Contractor's Warranty of Title:

14.2 The CONTRACTOR warrants and guarantees that title to all work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will have passed to the OWNER prior to the making of the Application for payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens") and that no work, materials or equipment covered by an Application for Payment will have been acquired by the CONTRACTOR or by any other person performing the Work at the Site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

Approval of Payments:

14.3 The ENGINEER'S approval of any payment requested in an Application for Payment shall constitute a representation by him to the OWNER, based on the ENGINEER'S on-site observations of the Work in progress as an experienced and qualified design professional and on his review of the Application of Payment and the supporting data, that the Work has progressed to the point indicated; That, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his approval), and that the CONTRACTOR is entitled to payment of the amount approved. However, by approving any such payment, the ENGINEER shall not thereby be deemed to have represented that he made exhaustive or continuous on-site observations to check the quality or the quantity of the Work, or that he has reviewed the means, methods, techniques, sequences, and procedures of construction or that he has made any examination to ascertain how or for what purpose the CONTRACTOR has used the moneys paid or to be paid to him on account of the Contract Price, or that title to any Work, materials, or equipment has passed to the OWNER free and clear of any Liens.

14.4 The CONTRACTOR shall make the following certification on each request for payment:

"I hereby certify that the labor and materials listed on this request for payment has been used in the construction of this work or that all materials included in this request for payment and not yet incorporated into the construction are now on the

site or stored at an approved location; and payment received from the last request for payment has been used to make payments to all first tier subcontractors and suppliers except as listed below."

14.5 The ENGINEER'S approval of final payment shall constitute an additional representation by him to the OWNER that the conditions precedent to the CONTRACTOR'S being entitled to final payment as set forth in paragraph 14.11 have been fulfilled.

14.6 The ENGINEER may refuse to approve the whole or any part of any payment if, in his opinion, he is unable to make such representations to the OWNER. He may also refuse to approve any such payment, because of subsequently discovered evidence or the results of subsequent inspections or tests nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the OWNER from loss because:

14.6.1 The Work is defective, reasonable doubt exists to the integrity, or completed Work has been damaged requiring correction or replacement,

14.6.2 The Work for which payment is request cannot be verified,

14.6.3 Claims or Liens have been filed or there is reasonable evidence indicating the probable filing thereof,

14.6.4 The Contract Price has been reduced because of Modifications,

14.6.5 The OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.1,

14.6.6. Of unsatisfactory prosecution of the Work, including failure to clean up as required by paragraphs 6.29 and 6.30,

14.6.7. Of persistent failure to cooperate with other contractors on the Project and persistent failure to carry out the Work in accordance with the Contract Documents,

14.6.8. Of liquidated damages payable by the CONTRACTOR or,

14.6.9. Of any other violation of, or failure to comply with, the provisions of the Contract Documents.

14.7 Prior to Substantial Completion, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the Work. Such use shall not constitute and acceptance of such portions of the Work.

14.8 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the Work, or restoration of any damaged Work, except such as may be caused by agents or employees of the OWNER.

14.9 Upon completion and acceptance of the Work, the ENGINEER shall issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the Contract Documents. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within forty-five (45) days of completion and acceptance of the Work.

14.10 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the Contract Documents by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

Acceptance of Final Payment as Release:

14.11 When all items of work are completed to the satisfaction of the ENGINEER and the ENGINEER has been advised by the CONTRACTOR that a final inspection is desired, time will be suspended until final inspection is conducted and for an additional 14 calendar days after the CONTRACTOR has been notified in writing of the results of the inspection. If after the end of the 14-day suspension all necessary items of work have not been completed, time changes will resume. If the specified completion date had not been reached at the time the CONTRACTOR called for a final inspection, the calendar day difference between the specified completion date and the date the CONTRACTOR called for a final inspection will be added after the 14-day period before starting liquidated damages. If a project is on liquidated

damages at the time a final inspection is scheduled, liquidated damages will be suspended until the final inspection is conducted and for seven (7) calendar days after the CONTRACTOR has been notified in writing of the results of the inspection. If after the end of the 7-day suspension all necessary items of work have not been completed, liquidated damages will resume. When final inspection has been made by the ENGINEER and all items of work have been completed, the daily time charge will cease.

14.12 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this Work and for every act and neglect of the OWNER and others relating to or arising out of this Work. Any payment however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION:

Owner May Suspend Work:

15.1 The OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to the CONTRACTOR and the ENGINEER which shall fix the date on which Work shall be resumed. The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefore as provided in Articles 11 and 12.

Work During Inclement Weather:

15.2 No Work shall be done under these Specifications except by permission of the OWNER when the weather is unfit for good and careful work to be performed. Should the severity of the weather continue, the CONTRACTOR, upon the direction of the OWNER, shall suspend all work until instructed to resume operations by the OWNER and the Contract Time shall be extended to cover the duration of the order. Work damaged during periods of suspension due to inclement weather shall be repaired and/or replaced by the CONTRACTOR. Any compensation for repairs or replacements shall be subject to approval of the OWNER.

Owner May Terminate:

15.3 If the CONTRACTOR is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property; or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or

similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or he disregards laws, ordinances, rules regulations or orders of any public body having jurisdiction, or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the Contract Documents, then the OWNER may without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety seven days written notice, terminate the services of the CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the Work by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR or the Surety will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a Change Order.

15.4 Where the CONTRACTOR'S services have been so terminated by the OWNER, said terminations shall not affect any rights of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by the OWNER due the CONTRACTOR will not release the CONTRACTOR from liability.

15.5 Upon seven days written notice to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the CONTRACTOR shall be paid for all Work executed and any expense sustained plus a reasonable profit.

Removal of Equipment:

15.6 In the case of termination of this Contract before completion, for any cause whatever, the CONTRACTOR if notified to do so by the OWNER, shall promptly remove any part or all of his equipment and supplies from the property of the OWNER. Should the CONTRACTOR not remove such equipment and supplies, the OWNER shall have the right to remove them at the expense of the CONTRACTOR. Equipment and supplies shall not be construed to include such items for which the CONTRACTOR has been paid in whole or in part.

Contractor May Stop Work or Terminate:

15.7 If, through no act or fault of the CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or

other public authority, or the ENGINEER fails to act on any Application for Payment within sixty (60) days after it is submitted, or the OWNER fails to pay the CONTRACTOR any sum approved by the ENGINEER or awarded by court ruling within forty-five (45) days of its approval and presentation, then the CONTRACTOR may, upon seven (7) days written notice to the OWNER and the ENGINEER, and if the OWNER or ENGINEER fails to reasonable respond in writing, terminate the Agreement and recover from the OWNER payment for all Work executed and any expense sustained plus a reasonable profit. In addition and in lieu of terminating the Agreement, if the ENGINEER has failed to act on an Application for Payment or the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon seven (7) days notice to the OWNER and the ENGINEER stop the Work until he has been paid all amounts then due.

Owner Furnished Equipment:

15.8 In case the OWNER furnishes equipment to the CONTRACTOR to install, but fails to deliver it to the CONTRACTOR as required and in case such failure causes the CONTRACTOR additional expense or need for extension of time, the CONTRACTOR may make such claims upon the OWNER and obtain adjustments as provided herein.

Liquidated Damages:

15.9 If the CONTRACTOR shall fail to complete the work within the contract time, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the Contract Documents for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the Contract Documents.

ARTICLE 16 - DISPUTE SETTLEMENT:

16.1 All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.11, shall be decided in a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS:

17.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice.

17.2 If the OWNER fails to make payment forty-five (45) days after payment is

due, in addition to other remedies available to the CONTRACTOR, there shall be added to each such progress payment, interest at 1% per month commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

17.3 All Specifications, Drawings and copies thereof furnished by the ENGINEER shall remain his property. They shall not be used on another Project, and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to him on request upon completion of the Project.

17.4 The duties and obligations imposed by these General Conditions, and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.36 and 14.3 and the rights and remedies available to OWNER and ENGINEER there under, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the CONTRACT DOCUMENTS.

17.5 Should the OWNER or the CONTRACTOR suffer injury or damage to its person or property because of any error, omission or act of the other or of any of his employee or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

17.6 The CONTRACT DOCUMENTS shall be governed by the law of the place of the Project.

Progress Charts and Requirements for Overtime Work

17.7 The CONTRACTOR shall within 5 days or within such time as determined by the OWNER after date of commencement of work prepare and submit to the OWNER for approval a practicable schedule, showing the order in which the CONTRACTOR proposes to carry on the work, the date on which he will start the several salient features (including procurement of materials, plans and equipment) and the contemplated dates for completing the same. The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion at any time. The CONTRACTOR shall enter on the chart the actual progress at such intervals as directed by the OWNER and shall immediately deliver to the OWNER three (3) copies thereof. If the CONTRACTOR fails to submit a progress schedule within the time herein prescribed, the owner may withhold approval of progress payment estimates until such time as the CONTRACTOR submits the required progress schedule.

17.8 If, in the opinion of the OWNER, the CONTRACTOR falls behind the progress schedule, the CONTRACTOR shall take such steps as may be necessary to improve

his progress and the OWNER may require him to increase the number of shifts, or overtime operations, days of work, or the amount of construction plant, or update the progress schedule to reflect increased production for meeting the completion date, or all of them, and to submit for approval such supplementary schedule or schedules in chart form as may be deemed necessary to demonstrate the manner in which the agreed rate of progress will be regained, all without additional cost to the OWNER.

17.9 Failure of the CONTRACTOR to comply with the requirements of the OWNER under this provision shall be grounds for determination by the OWNER that the CONTRACTOR is not prosecuting the work with such diligence as will insure completion within the time specified. Upon such determination the OWNER may terminate the CONTRACTOR'S right to proceed with the work or any separable part thereof in accordance with the clause of the contract entitled, "Termination for Default-Damages for Delay - Time Extensions.

17.10 Should the Contractor fail to complete the work within the specified time, or within any extra time allowed under these specifications, a sum of money, determined by the following schedule, shall be deducted from any funds due the Contractor, the Owner shall have the right recover the said sum or sums from the Contractor or from the surety, or from both. The amounts of these deductions are to cover the liquidated damages to the Owner incurred by additional or other expenses due to the failure of the Contractor to complete the work or any part of the work within the time specified, and such deductions are not to be considered penalties.

17.11 The damages indicated above shall be considered as liquidated damages for the loss to the OWNER on account of the expense due to the employment of Engineers and their assistants and to any others expenses incurred after the expiration of the Contract time as determined by the ENGINEER in section 14.11

17.12 Work requiring the presence or services of the ENGINEER, based-solely on the opinion of the ENGINEER, will not be permitted on Sunday or holidays observed by the State unless the ENGINEER determines that an emergency or necessity exists. Work on these days solely to complete the project within the contract time will not be considered a necessity or emergency.

17.13 The ENGINEER will prepare and submit to the CONTRACTOR one (1) preliminary punch list of items that do not meet the contract requirements after the final inspection and one (1) final punch list immediately before final completion and final payment.

SUPPLEMENTAL GENERAL CONDITIONS

ARTICLE 1 - SPECIAL CONDITIONS

SCOPE AND INTENT

Special conditions shall prevail over General Conditions in case of conflict. The Contractor shall furnish all labor, materials, equipment (including fuel), tools, appliances, transportation and perform all operations in connection with the construction of, alterations to, or repair of, the building, including utilities, complete, in strict accordance with the specifications and the plans governing the construction of, alterations to, or repair of, the project.

EXAMINATION OF PREMISES

Before submitting a proposal for his work, each bidder shall be held responsible to have examined the site and satisfied himself as to the conditions under which work is to be performed.

PERMITS, TAXES, AND ORDINANCES

The Contractor shall pay for all required permits, give legal notices, and pay taxes and assessments levied in connection with this contract. Building regulations shall be strictly adhered to and the contractor shall be responsible for knowledge thereof.

INSURANCES, ETC.

In addition to the requirements of the General Conditions, insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONTRACTOR** under the terms of the Contract. The **CONTRACTOR** shall procure and maintain at his own expense any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the Work.

The **CONTRACTOR** shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the **OWNER**.

If a part of this Contract is sublet, the **CONTRACTOR** shall require each Subcontractor to carry insurance of the same kinds and in like amounts as carried by the **CONTRACTOR**. Certificates of insurance shall state that 30 days written notice will be given to the **OWNER** before the policy is canceled or changed. No **CONTRACTOR** or Subcontractor will be allowed to start any construction work on this Contract until certificates of all insurance required herein are filed and approved by the **OWNER**. The certificates shall show the type, amount, class of operations covered, effective dates and the dates of expiration of policies.

The **CONTRACTOR** shall secure and maintain in effect for the period of the Contract and pay all premiums for the following kinds and amounts of insurance.

A. Workers' Compensation and Employer's Liability Insurance

This insurance shall protect the **CONTRACTOR** against all claims under applicable State Worker's Compensation Laws. The **CONTRACTOR** shall also be protected and shall cause each Subcontractor to be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Worker's Compensation Law. The liability limits shall not be less than the required statutory limits for Worker's Compensation and Employer's Liability or the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for each person whichever is more. This policy shall include an all states endorsement.

B. **CONTRACTOR'S** Comprehensive Public Liability and Property Damage Insurance, covering all operations in connection with the performance of this Contract in amounts not less than the following:

Bodily injury liability in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for each person and ONE MILLION DOLLARS (\$1,000,000) for each accident and property damage liability in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) for all damages arising out of the injury or destruction of property in any one accident and subject to that limit per accident a total for aggregate limit of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for all damages arising out of injury to or destruction of property during the policy period.

The Comprehensive Public Liability and Property Damage policies carried by both the **CONTRACTOR** and the Subcontractors shall contain an endorsement to include the coverage of the following hazards:

- a. Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the **CONTRACTOR'S** operations.
- b. The collapse of and structural injury to any building, structure or property on or adjacent to the **OWNER'S** premises or right-of-way caused by the **CONTRACTOR'S** operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.
- c. Contractual Liability Coverage for the Hold Harmless segments of the Contract Documents.

C. **CONTRACTOR'S Contingent or Protective Liability and Property Damage:**

In case part of this Contract is sublet, the **CONTRACTOR** shall secure contingent or protective liability and property damage insurance to protect him from any and all claims arising from the operation of his Subcontractors in the execution of Work included in the Contract. In no case shall the amount of such protection be less than the limits of \$500,000/\$1,000,000 for Public Liability Insurance and \$500,000/\$1,000,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the **OWNER**.

D. **Automotive Public Liability and Property Damage**

The **CONTRACTOR** shall maintain automobile public liability insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for injury to one person and ONE MILLION DOLLARS (\$1,000,000) for one accident; and automobile property damage insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for one accident to protect him from any and all claims arising from the use of the following:

- a. **CONTRACTOR'S** own automobiles and trucks.
- b. Hired automobiles and trucks.
- c. Automobiles and trucks owned by Subcontractors.

The aforementioned is to cover use of automobiles and trucks on and off the site of the Project.

E. **OWNER'S Protective Liability Policy**

The **CONTRACTOR** shall maintain **OWNER'S** Protective Liability Insurance with the **OWNER** as the named insured, and the **ENGINEER**, and their servants, agents and employees as additional insureds in amounts not less than the following:

- a. Bodily Injury in the amount of ONE MILLION DOLLARS (\$1,000,000) for each person and ONE MILLION DOLLARS (\$1,000,000) for each accident and property damage liability in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for all damages arising out of an injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of ONE MILLION DOLLARS (\$1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

CLEANING UP

The CONTRACTOR shall, at all times, keep the premises free from accumulations of waste materials and at the completion of the work, be shall remove all his rubbish, tools, temporary buildings, etc. from and about the site and shall leave his work “broom” clean unless more exactly specified elsewhere. All glass shall be washed and left free from stains of any nature.

SPECIAL INSTRUCTIONS

LIMITATIONS

During construction, care is to be taken to prevent damage to the work in place. As soon as work is completed, all work is to be thoroughly cleaned. Before completion, all damaged work is to be repaired and left in perfect condition. The CONTRACTOR will be responsible for all clean up of the premises. All trash, etc. will be hauled away from the site, and the site left in a clean and neat condition. Alcoholic beverages of any type will not be permitted on job site.

PRODUCT/MATERIALS SUBSTITUTION

CONTRACTOR will submit prior to starting work on project any changes to materials specified. CONTRACTOR will submit all specification data, company name, and supplier of material that he wishes to substitute. All material will be evaluated. CONTRACTOR will be given approval/disapproval by OWNER. No substitutes will be taken into consideration after work has begun, no substitutes will be allowed if CONTRACTOR does not submit specification data within time allowed.

INSPECTION

All work covered by these specifications shall be subject to inspection by OWNER or his authorized representative. CONTRACTOR will coordinate with OWNER for inspections as required during construction, and furnish to the OWNER in writing a project schedule prior to mobilization of work at the job site.

SPECIFICATIONS AND DRAWINGS ARE RECIPROCAL

The specifications and drawings are intended mutually to explain each other and anything which is referred to in the specifications and not shown on the drawings shall be considered as being shown and mentioned and referred to in both of these documents. Such work shall be done and performed accordingly. Any drawing attached to this specification form is an integral part thereof and where such drawings, if any, differ from these specifications, the specifications shall govern.

AS-BUILT DRAWINGS

Occasionally, during the course of construction, modifications and changes may occur due to site conditions, unforeseen circumstances and problems encountered. This may result in a modification of construction as originally depicted on drawings. Contractor will furnish the OWNER a marked-up set of prints in red line of all changes and/or modifications that pertain to this contract. Drawings will be labeled. "AS-BUILT DRAWINGS".

GUARANTEES, WARRANTIES AND BONDS

1. All work will be guaranteed by the CONTRACTOR for a period of one (1) year from the date of substantial completion.
2. Wording for the notarized guarantee shall be as follows:
"We hereby guarantee all work performed by us on the above captioned project to be free from defective materials and workmanship for a period of one (1) year, or such longer period of time as may be called for in the Contract Documents for such portions of the work."
3. Guarantee Compliance:
Except as otherwise specified, all work shall be guaranteed by the CONTRACTOR and through him each sub-contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of substantial completion of the Contract. In case of work performed by his sub-contractors, the CONTRACTOR shall secure warranties from said sub-contractors and deliver copies of the same to the OWNER upon completion of the work. If, within any guarantee period, repairs or changes are required in connection with guaranteed work which, in the OWNER'S opinion, are rendered necessary as the result of use of materials, equipment or workmanship which are inferior, defective or not in accordance with terms of the Contract: CONTRACTOR shall promptly upon receipt of OWNER'S written notice, and without expense of the OWNER;
 - a. Place in satisfactory condition in every particular all such guaranteed work, correct all defects therein.
 - b. Make good all damage to the building, site, equipment or building contents which in the OWNER'S opinion is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with terms of the Contract.
 - c. Make good any work or material or the equipment and contents of building or site disturbed in fulfilling such guarantee.

In any case where fulfilling the requirements of the Contract, or any guarantee embraced in or required thereby, the CONTRACTOR disturbs any work guaranteed under another's Contract, he shall restore such disturbed work to condition satisfactory to the OWNER and guarantee such restored work to the same extent as it was guaranteed under such other contract. If the CONTRACTOR, after notice, fails to proceed promptly to comply with terms of the guarantee, the OWNER may have the defects corrected and the CONTRACTOR

and his surety shall be liable for all expense incurred. All special guarantees applicable to definite parts of the work that may be stipulated in the specification or other Contract Documents shall be subject to the terms of this Specification Section during the first year of the life of such special guarantees. All guarantees and warranties shall be obtained in the OWNER'S name and evidence thereof shall be promptly delivered to the OWNER'S Representative for transfer to the OWNER.

CLOSE-OUT DOCUMENTS

In general documents for close out, to be submitted by the CONTRACTOR to the OWNER, prior to final payment, shall be; but not limited to the following:

1. APPLICATION FOR PAYMENT: AIA Document G-702
2. CERTIFICATE OF SUBSTANTIAL COMPLETION: AIA Document G-704
3. CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS:
AIA Documents G-706 and G-706A: The Contractor shall furnish these AIA Documents complete with attached notarized full release of liens, damages, and a guarantee that all materials and labor are paid in accordance with Contract Documents with the following wording:
"WE HEREBY CERTIFY THAT ALL BILLS FOR LABOR AND MATERIALS INCORPORATED INTO THE ABOVE CAPTIONED PROJECT UNDER OUR CONTRACT HAVE BEEN PAID AND THAT THE OWNER IS RELEASED FROM ANY AND ALL CLAIMS AND/OR DAMAGES UNDER THIS CONTRACT."
4. CONSENT OF SURETY COMPANY TO FINAL PAYMENT: AIA Document G-707
To be completed in full by the Bonding Company.
5. CONTRACTOR'S NOTARIZED STATEMENT:
Notarized statement that project has been constructed in accordance with Contract Documents.
6. CONTRACTOR'S NOTARIZED STATEMENT OF GUARANTEE/S:
All work will be guaranteed by the Contractor for a period of one (1) year from the date of substantial completion. Wording will be as follows:
"WE HEREBY GUARANTEE ALL WORK PERFORMED BY US ON ABOVE CAPTIONED PROJECT TO BE FREE FROM DEFECTIVE MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR, OR SUCH LONGER PERIOD OF TIME AS MAY BE CALLED FOR IN THE CONTRACT DOCUMENTS FOR SUCH PORTIONS OF THE WORK."
In the case of work performed by his sub-contractors, the Contractor shall secure warranties from said sub-contractors and deliver copies of same to the Owner upon completion of work.
7. OPERATING AND MAINTENANCE MANUALS:
All manufacturer's operating instructions and maintenance manuals will be compiled in a tabbed and labeled 3-ring binder. (Furnish Owner with two (2) sets).
8. FORM W-9, PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (IRS):
Form W-9 is to be completed by non-corporation contractors. Non-applicable if Contractor's firm is Incorporated.
9. FINAL CLEANING:
At close out time clean and re-clean entire work to normal level for "FIRST CLASS" maintenance/cleaning.

TECHNICAL SPECIFICATIONS

1. Applicable Specifications

The Technical Specifications entitled Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition shall be the specifications applicable to this project except as for herein specified. Any testing required by those specifications for material submittal approval shall be the responsibility of the Contractor. The testing laboratory used by the Contractor shall be a laboratory certified by the Mississippi Department of Transportation and shall be approved by the Engineer. Any reference to Unit Item for pay shall be modified and paid based on the Measurement and Payment section of the specifications.

2. References Amended to mean Engineer

Any reference in the above-mentioned specifications to Commission, Director, Chief Engineer, Testing Engineer, or Project Engineer shall be amended in these specifications to mean the Engineer, or his duly authorized representative, of the City of HATTIESBURG.

3. Buy American Clause

Contractors are hereby notified that they are encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided under this award.

ADVERTISEMENT FOR BIDS:

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, MISSISSIPPI, will receive sealed bids until 10:00 A.M. on September 23 in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following:

**PAVING, MARKING & PEDESTRIAN PATHWAY
ALONG ARLEDGE STREET, EDWARDS STREET & KATIE AVENUE
HATTIESBURG, MISSISSIPPI**

Official bid documents can be downloaded from www.sd-wprojects.com. Electronic bids can be submitted at www.sd-wprojects.com. For any questions relating to the electronic bidding process, please call Plan House at 662-407-0193. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi.

Each BID must be received sealed and marked EXACTLY as follows:

**BID:
PAVING, MARKING & PEDESTRIAN PATHWAY
ALONG ARLEDGE STREET, EDWARDS STREET & KATIE AVENUE
HATTIESBURG, MISSISSIPPI**

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Council reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the Council on the 17th day of August A.D., 2021.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Kermas Eaton, City Clerk

Publish on August 18 and August 25
City of Hattiesburg
Return PROOF to SDW, Inc.
301 Second Avenue
Hattiesburg, MS 39401



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Chris McGee, Director of Parks and Recreation

cc:

Date: Tuesday, August 17, 2021

Re: Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.
File Number: 2021-969
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 August 17, 2021 City Council meeting for consideration.

To: CITY COUNCIL

From: Deborah Bourne, Division Manager of Cemeteries

Date: July 23, 2021

Marcia McCarty

(1) Space \$ 175.00

South Half (S ½) of the Southeast Quarter (SE ¼)

Lot 108, Section 23, Highland Cemetery

Barbara Brown

(1) Space \$ 175.00

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 3, Section 34, Highland Cemetery

Barbara Brown

(2) Spaces \$ 350.00

Southeast Quarter (SE ¼)

Lot 3, Section 34, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Division Manager of Cemeteries

Date: August 2, 2021

Kirk & Maria Blankenship

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 77, Section 39, Highland Cemetery

Pamela Coleman

(1) Space \$ 175.00

North Half (N ½) of the Southeast Quarter (SE ¼)

Lot 29, Section 34, Highland Cemetery

Kent Blankenship

(1) Space \$ 175.00

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 77, Section 39, Highland Cemetery

Kirk & Maria Blankenship

(1) Space \$ 175.00

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot 77, Section 39, Highland Cemetery

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 07/26/ 20 21

SOLD TO:

Mr. Mrs. Miss Kirk + Maria Blankenship

ADDRESS 727 Brookwood Circle, Brandon MS. 39042

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NW Lot No. 77 Section No. 39 in Highland Cemetery

Space # 3 Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

ck# 3348

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Burre
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 07/26/ 20 21

SOLD TO:

Mr. (Mrs) Miss Pamela Coleman

ADDRESS 3207 55th Ave. Gulfport, MS 39501

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SE Lot No. 29 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By Pamela Coleman
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 07/26/2021

SOLD TO:

Mr. Mrs. Miss

Kent Blankenship

ADDRESS

39 Montclair, Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SW 1/4 Lot No. 77 Section No. 39 in Highland Cemetery

Number of grave spaces

1

Price per grave space \$

175.00

Price Received \$

175.00

CITY OF HATTIESBURG, MISSISSIPPI

By

Deborah Baurne

Supt. of City Cemeteries

ck# 1963

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 07/26/2021

SOLD TO:

Mr. Mrs. Miss

Kirk + Maria Blankenship

ADDRESS

727 Brookwood Circle, Brandon, MS 39042

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SW 1/4 Lot No. 77 Section No. 39 in Highland Cemetery

Number of grave spaces

1

Price per grave space \$

175.00

Price Received \$

175.00

CITY OF HATTIESBURG, MISSISSIPPI

By

Deborah Baurne

Supt. of City Cemeteries

ck# 3348

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 07/19/2021

SOLD TO:

Mr. Mrs. Miss Marcia McCarty

ADDRESS 807 Franklin DR, Clinton, MS, 39056

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SE 1/4 Lot No. 108 Section No. 23 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

Debit Card

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bonine
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 07-22-2021

SOLD TO:

Mr. Mrs. Miss Barbara Brown

ADDRESS P.O. Box 1061 Hattiesburg, MS 39403

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NE 1/4 Lot No. 3 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

cod

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 07-22-2021

SOLD TO:

Mr. Mrs. Miss Barbara Brown

ADDRESS P.O. Box 1061 Hattiesburg, MS 39403

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 SE 1/4 Lot No. 3 Section No. 34 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]

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 Kent Blankenship, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southwest Quarter (SW¼)

Lot 77 Section 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of August, 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 17th day of August, 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 Kirk & Maria Blankenship, 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 77 Section 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of August, 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 17th day of August, 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 Kirk & Maria Blankenship, 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 77 Section 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of August, 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 17th day of August, 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 Pamela Coleman, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southeast Quarter (SE¼)

Lot 29 Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of August, 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 17th day of August, 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 Barbara 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 Northeast Quarter (NE¼)

Lot 3 Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of August, 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 17th day of August, 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 Marcia McCarty, 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 108 Section 23

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of August, 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 17th day of August, 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, Barbara 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:

Southeast Quarter (SE¼)

Lot Number 3 Section Number 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

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ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

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Given under my hand and official seal of office on this, the 17th day of August, 2021

My Commission Expires:

NOTARY PUBLIC



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc:
Date: Tuesday, August 17, 2021
Re: Approve claims docket for the period ending August 13, 2021.
File Number: 2021-1047
Minute Book #

Summary

Approval of the claims docket for period ending August 13, 2021.

Recommendation Statement

I recommend approval of the claims docket.

Please place this on the August 17, 2021 City Council meeting for consideration.

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/11 TO 2021/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001000											BALANCE SHEET
001000	060100										GAS/LUBRICANT-CITY BARN
	003497	MAPLES GAS COMPANY		209585	223185	2021 11	INV	P	18,621.93	081321	284342 GAS AND DIESEL FOR
									18,621.93		ACCOUNT TOTAL
001000	105205										RESTITUTION HOLDING ACCOUNT
	004309	SPARKMAN, KEITHA		8/5/21	0	2021 11	INV	P	151.31	081321	284416 RESTITUTION (2 MONT
									151.31		ACCOUNT TOTAL
									18,773.24		ORG 001000 TOTAL
001001											REVENUES
001001	332000										POLICE FINES
	003426	LINEBARGER GOGGAN BL		7/15/21	0	2021 11	INV	P	8.00	081321	284339 7/15/21 COLLECTION
	004271	SOUTHERN FINANCIAL S	CMCHAT2	7/21-7/30/21	0	2021 11	INV	P	421.70	081321	284412 7/30/21 POLICE FINE
	004271	SOUTHERN FINANCIAL S	CMCHAT3	7/21-7/30/21	0	2021 11	INV	P	1,164.53	081321	284412 7/30/21 POLICE FINE
									1,586.23		
									1,594.23		ACCOUNT TOTAL
									1,594.23		ORG 001001 TOTAL
001003											CITY COUNCIL
001003	611005										TRAVEL EXP-WARD 5
	002337	BROWN, NICHOLAS		OT#8955	0	2021 11	INV	P	83.52	081321	284253 COUNCIL - MILEAGE R
	004017	REGIONS CARDHOLDER S	4670	07-31-2021	0	2021 11	INV	P	226.72	081321	284390 4670 07-31-2021 CRE
									310.24		ACCOUNT TOTAL
001003	641000										OFFICE EQUIPMENT RENT
	004057	RJ YOUNG COMPANY		INV4296626	0	2021 11	INV	P	89.86	081321	284394 COUNCIL - COPY MACH
									89.86		ACCOUNT TOTAL
001003	684502										REG FEE/TUITION-WARD 2
	004017	REGIONS CARDHOLDER S	4670	07-31-2021	0	2021 11	INV	P	190.00	081321	284390 4670 07-31-2021 CRE
									190.00		ACCOUNT TOTAL
									590.10		ORG 001003 TOTAL
001015											CITY COURT
001015	490000										UNEMPLOYMENT BENEFITS
	003709	MS STATE/EMP SECURIT	MDES	202108	0	2021 11	INV	P	-3.68	081321	284359 UNEMPLOYMENT CLAIMS
									-3.68		ACCOUNT TOTAL

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/11 TO 2021/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001015	559100	003985	PUBLIC HEALTH MANAGE	SI00042603	0	2021 11	INV	P	1,100.00	081321	284388 BHC ANNUAL RANT LIC
OTHER OPER.MATLS-FULL R									1,100.00		
ACCOUNT TOTAL									1,100.00		
001015	604800	002564	COURT PROGRAMS INC	4218636	0	2021 11	INV	P	920.00	081321	284273 COURT BH/DRUG COURT
003917	PINE BELT MENTAL HEA	2020-12			0	2021 11	INV	P	13,952.19	081321	284379 COURT BH/DC PINE BE
003917	PINE BELT MENTAL HEA	2021-06			0	2021 11	INV	P	3,333.39	081321	284379 COURT BH/DC PINE BE
ACCOUNT TOTAL									17,285.58		
001015	604900	002564	COURT PROGRAMS INC	83	0	2021 11	INV	P	3,790.00	081321	284273 COURT MONTHLY ANKLE
OTHER PROFESSIONAL SERV.									3,790.00		
ACCOUNT TOTAL									3,790.00		
001015	604901	002385	C SPIRE BUSINESS	C005131722	0	2021 11	INV	P	28.95	081321	284257 COURT TELECONF. MON
002613	DAKTECH COMPUTERS	0342745			221360	2021 11	INV	P	1,019.00	081321	284276 COMPUTERS FOR VARIO
004482	TYLER TECHNOLOGIES IN	025-343161			0	2021 11	INV	P	4,160.00	081321	284426 COURT TYLER TECHNOL
ACCOUNT TOTAL									5,207.95		
001015	611000	003574	MCSWAIN, PHILLIP	8918	0	2021 11	INV	P	231.37	081321	284347 COURT TRAVEL ADV. F
004017	REGIONS CARDHOLDER S	1708 - 07-31-2021			0	2021 11	INV	P	628.47	081321	284390 1708 - 07-31-2021 C
ACCOUNT TOTAL									859.84		
001015	611800	003719	MUHAMMAD, KHADIJAH	8904	0	2021 11	INV	P	735.88	081321	284362 COURT K.MUHAMMAD TR
004017	REGIONS CARDHOLDER S	1708 - 07-31-2021			0	2021 11	INV	P	32.99	081321	284390 1708 - 07-31-2021 C
ACCOUNT TOTAL									768.87		
001015	620000	004050	RICOH CORP	5062531552	0	2021 11	INV	P	155.77	081321	284393 COURT RICOH PRINTIN
PRINTING									155.77		
ACCOUNT TOTAL									155.77		
001015	630000	004321	SPIRE ENERGY	G2021-8/4/21	0	2021 11	INV	P	30.39	081321	284417 SPIRE-VARIOUS DEPAR
GAS									30.39		
ACCOUNT TOTAL									30.39		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/11 TO 2021/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001015	635000										
002136	ANOINTED HANDS SERVI	6995			0	2021	11	INV P	684.43	081321	284232 COURT JANITORIAL SE
									684.43		
						ORG 001015		TOTAL	30,799.15		
001020											
001020	500300										
004050	RICOH CORP	5062281682			0	2021	11	INV P	172.68	081321	284393 CHARGES FOR PRODUCT
									172.68		
001020	511500										
002766	EXELL WATER AND COFF	435341			0	2021	11	INV P	37.45	081321	284295 ADMIN - COFFEE
									37.45		
001020	570000										
003712	MS STATE/TAX COMM/TA	21751			0	2021	11	INV P	12.00	081321	284360 NEW VEHICLE TAG FOR
									12.00		
001020	606000										
002160	AT&T MOBILITY	287289913717X0805202	0			2021	11	INV P	99.31	081321	284238 MB2016-287/WIRELESS
									99.31		
001020	611000										
004017	REGIONS CARDHOLDER S	1708 - 07-31-2021	0			2021	11	INV P	129.96	081321	284390 1708 - 07-31-2021 C
004017	REGIONS CARDHOLDER S	4524 - 07-31-2021	0			2021	11	INV P	719.22	081321	284390 4524 - 07-31-2021 C
004017	REGIONS CARDHOLDER S	4670 07-31-2021	0			2021	11	INV P	129.66	081321	284390 4670 07-31-2021 CRE
									978.84		
									978.84		
001020	615000										
003064	H'BURG TOURISM COMMI	072221	0			2021	11	INV P	2,500.00	081321	284313 ADMIN - ADVERT. 202
004017	REGIONS CARDHOLDER S	1346 - 07-31-2021	0			2021	11	INV P	406.20	081321	284390 1346 - 07-31-2021 C
004017	REGIONS CARDHOLDER S	4524 - 07-31-2021	0			2021	11	INV P	191.04	081321	284390 4524 - 07-31-2021 C
004017	REGIONS CARDHOLDER S	9492 - 07-31-2021	0			2021	11	INV P	-149.85	081321	284390 9492 - 07-31-2021 C
									447.39		
									2,947.39		
001020	641000										
003825	OWENS BUSINESS MACHI	424288	0			2021	11	INV P	187.00	081321	284371 ADMIN - COPY MACH L
003825	OWENS BUSINESS MACHI	424289	0			2021	11	INV P	31.81	081321	284371 ADMIN - COPY MACHIN

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/11 TO 2021/11											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
							218.81				
ACCOUNT TOTAL							218.81				
ORG 001020 TOTAL							4,466.48				
ELECTIONS											
001030	620000			PRINTING							
001030	004050	RICOH CORP	5062281682	0	2021	11	INV	P	678.50	081321	284393 CHARGES FOR PRODUCT
ACCOUNT TOTAL							678.50				
ORG 001030 TOTAL							678.50				
MUNICIPAL CLERK											
001040	615000			ADVERTISING							
001040	003141	HUB CITY SPOKES	98290	0	2021	11	INV	P	98.04	081321	284323 CITY WIDE ADS AND N
ACCOUNT TOTAL							98.04				
OFFICE EQUIPMENT RENT											
001040	641000										
004057	RJ YOUNG COMPANY	INV4354716	0	2021	11	INV	P	204.00	081321	284394 COPIER LEASE FOR CI	
ACCOUNT TOTAL							204.00				
ORG 001040 TOTAL							302.04				
ACCOUNTING DIV.											
001042	502000			MINOR OFFICE EQUIP/FURN.							
001042	004050	RICOH CORP	1088992581	222601	2021	11	INV	P	350.00	081321	284393 PRINTER FOR LISA HA
ACCOUNT TOTAL							350.00				
ORG 001042 TOTAL							350.00				
URBAN DEVELOPMT											
001090	500300			PAPER							
001090	004328	STAPLES	3484001572	223137	2021	11	INV	P	79.98	081321	284418 OFFICE SUPPLIES & P
ACCOUNT TOTAL							79.98				
OTHER EXPENDABLE OFF.SPL											
001090	501000										
004328	STAPLES	3484001572	223137	2021	11	INV	P	83.90	081321	284418 OFFICE SUPPLIES & P	
004328	STAPLES	3484001573	223137	2021	11	INV	P	27.49	081321	284418 OFFICE SUPPLIES & P	
004328	STAPLES	3484270496	223137	2021	11	INV	P	49.99	081321	284418 OFFICE SUPPLIES & P	
							161.38				
ACCOUNT TOTAL							161.38				
TRAVEL EXPENSE											
001090	611000										

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/11 TO 2021/11											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION	
002730	ELLARD, ANDREW	TCMAADVAELLARD		0	2021 11	INV P	654.00	081321	284288	TRAVEL ADV A. ELLAR	
ACCOUNT TOTAL							654.00				
001090	684000				DUES AND MEMBERSHIPS						
002108	AMERICAN PLANNING AS	326519-2174		0	2021 11	INV P	327.00	081321	284231	C. MILES APA MEMBER	
ACCOUNT TOTAL							327.00				
001090	684500				REGISTRATION FEE/TUITION						
004017	REGIONS CARDHOLDER S	1708 - 07-31-2021		0	2021 11	INV P	275.00	081321	284390	1708 - 07-31-2021 C	
ACCOUNT TOTAL							275.00				
ORG 001090 TOTAL							1,497.36				
001091	INFO TECHNOLOGY										
001091	508000				COMPUTER SUPPLIES						
002161	AT&T MOBILITY (SEI P	618228339		0	2021 11	INV P	350.00	081321	284239	PHONE CASES - IT DE	
002161	AT&T MOBILITY (SEI P	619905382		0	2021 11	INV P	42.00	081321	284239	PHONE CASE - IT DEP	
002161	AT&T MOBILITY (SEI P	619907019		0	2021 11	INV P	42.00	081321	284239	PHONE CASE - IT DEP	
							434.00				
003721	MULTITECH OFFICE MAC	21030856		221010	2021 11	INV P	3,961.80	081321	284363	INK CARTRIDGES - IT	
003721	MULTITECH OFFICE MAC	21070238		222761	2021 11	INV P	912.50	081321	284363	INK CARTRIDGES - IT	
							4,874.30				
004050	RICOH CORP	1088868861		0	2021 11	INV P	139.93	081321	284393	TRANSFER UNIT FOR C	
ACCOUNT TOTAL							5,448.23				
001091	604900				OTHER PROFESSIONAL SERV.						
004482	TYLER TECHNOLOGIES IN	045-348712		0	2021 11	INV P	4,200.00	081321	284426	MUNIS IMPLEMENTATIO	
004482	TYLER TECHNOLOGIES IN	045-349080		0	2021 11	INV P	1,400.00	081321	284426	MUNIS IMPLEMENTATIO	
004482	TYLER TECHNOLOGIES IN	045-349081		0	2021 11	INV P	1,424.22	081321	284426	MUNIS IMPLEMENTATIO	
							7,024.22				
ACCOUNT TOTAL							7,024.22				
001091	606900				NETWORK WIRELESS						
002160	AT&T MOBILITY	287289913717X0805202		0	2021 11	INV P	435.56	081321	284238	MB2016-287/WIRELESS	
ACCOUNT TOTAL							435.56				
001091	636500				OFFICE EQUIPMENT R&M						
003583	METRIX SOLUTIONS	M64963		221619	2021 11	INV P	475.19	081321	284351	CERTIFICATE FOR COH	
003583	METRIX SOLUTIONS	M68038		0	2021 11	INV P	1,640.00	081321	284351	MB 2020-303 OFFICE	
003583	METRIX SOLUTIONS	M68393		223068	2021 11	INV P	2,409.54	081321	284351	VEEAM RENEWAL - IT	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/11 TO 2021/11											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
							4,524.73				
004050	RICOH CORP	5062281682	0	2021 11	INV	P	22.34	081321	284393	CHARGES	FOR PRODUCT
004050	RICOH CORP	5062483146	0	2021 11	INV	P	136.38	081321	284393	CHARGES	FOR PRODUCT
							158.72				
ACCOUNT TOTAL							4,683.45				
001091	732700	DATA PROCESSING EQUIP.									
002613	DAKTECH COMPUTERS	0342745	221360	2021 11	INV	P	10,190.00	081321	284276	COMPUTERS	FOR VARIO
ACCOUNT TOTAL							10,190.00				
ORG 001091 TOTAL							27,781.46				
001092	GEN.GOV'T.BLDG										
001092	513000	CHEMICALS									
002459	CHEM-AQUA	7415104	0	2021 11	INV	P	583.33	081321	284263	WATER TX.	PRG 6/ 23
ACCOUNT TOTAL							583.33				
001092	630000	GAS									
004321	SPIRE ENERGY	G2021-8/4/21	0	2021 11	INV	P	60.00	081321	284417	SPIRE-VARIOUS	DEPAR
ACCOUNT TOTAL							60.00				
001092	630500	ELECTRICITY									
003700	MS POWER COMPANY	E2021 7/30	0	2021 11	INV	P	2,650.43	081321	284357	MISSISSIPPI POWER-V	
ACCOUNT TOTAL							2,650.43				
001092	635000	BUILDING R&M									
002754	ESSCO HEATING AND A/	40534	222922	2021 11	INV	P	2,228.00	081321	284292	ADMIN - COURTESY FO	
ACCOUNT TOTAL							2,228.00				
001092	644900	OTHER RENT									
002720	EDWARDS PROPERTY MGM	9/2021	0	2021 11	INV	P	1,100.00	081321	284286	RENT 9/2021	
ACCOUNT TOTAL							1,100.00				
ORG 001092 TOTAL							6,621.76				
001093	INTERMODAL FAC O&M										
001093	510000	CLEANING/JANITORIAL SPLY									
004634	WHEELER'S JANITORIAL	8655	222987	2021 11	INV	P	44.80	081321	284441	TRAIN DEPOT JANITOR	
ACCOUNT TOTAL							44.80				
001093	546000	MINOR EQUIPMENT									

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/11 TO 2021/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
003543	MCELHANEY PLUMBING I	289241			223125	2021 11	INV	P	79.90	081321	284346 WATER HOSE FOR TRAI
								ACCOUNT TOTAL	79.90		
001093	639400							DISINFECT./EXTERMINATION			
003040	HAVARD PEST CONTROL	12021-8/10			0	2021 11	INV	P	85.00	081321	284315 QUATERLY PEST CONTR
								ACCOUNT TOTAL	85.00		
								ORG 001093 TOTAL	209.70		
001094								METRPLTN PLANG.			
001094	500300							PAPER			
004328	STAPLES	3480320944			222609	2021 11	INV	P	159.51	081321	284418 OFFICE SUPPLIES & P
								ACCOUNT TOTAL	159.51		
001094	501000							OTHER EXPENDABLE OFF.SPL			
004328	STAPLES	3480320944			222609	2021 11	INV	P	155.48	081321	284418 OFFICE SUPPLIES & P
								ACCOUNT TOTAL	155.48		
001094	502000							MINOR OFFICE EQUIP/FURN.			
004328	STAPLES	3479819282			222361	2021 11	INV	P	149.99	081321	284418 METAL SHELF SYSTEM
004328	STAPLES	3479819283			222361	2021 11	INV	P	171.99	081321	284418 METAL SHELF SYSTEM
									321.98		
								ACCOUNT TOTAL	321.98		
001094	511500							FOOD			
047828	GRIN COFFEE	5176			223008	2021 11	INV	P	44.00	081321	284309 COFFEE FOR MPO PUBL
								ACCOUNT TOTAL	44.00		
001094	636500							OFFICE EQUIPMENT R&M			
004057	RJ YOUNG COMPANY	INV4354717			0	2021 11	INV	P	277.99	081321	284394 COPIER 7/5-8/4/21 M
								ACCOUNT TOTAL	277.99		
								ORG 001094 TOTAL	958.96		
001095								G/G INS.OTH SER			
001095	602500							LEGAL			
002906	GLADDEN LAW OFFICE P	0265			0	2021 11	INV	P	2,797.75	081321	284306 PLANNING, ZONING AN
003090	HICKS LAW FIRM, LLC	10058			0	2021 11	INV	P	1,840.00	081321	284318 ELECTION COMMISSION
003090	HICKS LAW FIRM, LLC	10059			0	2021 11	INV	P	1,300.00	081321	284318 BLACKLEDGE VS. CLAR
003090	HICKS LAW FIRM, LLC	10060			0	2021 11	INV	P	1,943.60	081321	284318 PRECISION CONSTRUCT
									5,083.60		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/11 TO 2021/11												
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION		
003944	POPE & POPE, PA	2162	0	2021 11	INV	P	2,962.50	081321	284385	EEOC CHARGE		
003944	POPE & POPE, PA	2163	0	2021 11	INV	P	3,124.50	081321	284385	OPIOID LITIGATION		
003944	POPE & POPE, PA	2164	0	2021 11	INV	P	937.50	081321	284385	EMINENT DOMAIN		
							7,024.50					
ACCOUNT TOTAL							14,905.85					
001095	602701	MEDICAL ANALYSIS-EMP CLINIC										
002136	ANOINTED HANDS SERVI	6992	0	2021 11	INV	P	280.00	081321	284232	AUGUST JANITORIAL S		
002522	COMCAST	8396 8/21 EHC	0	2021 11	INV	P	175.69	081321	284268	CABLE EMPLOYEE HEAL		
003576	MEDICAL ANALYSIS-GHV	10678	0	2021 11	INV	P	29,871.21	081321	284348	EMPLOYEE CLINIC FEE		
ACCOUNT TOTAL							30,326.90					
001095	606000	TELEPHONE AND TELEGRAPH										
002158	AT&T	L2021 - 8/9	0	2021 11	INV	P	544.84	081321	284234	BLUE LIGHTS TRACE L		
002159	AT&T LONG DISTANCE S	0275078094	0	2021 11	INV	P	33.93	081321	284237	LONG DISTANCE - ONE		
047050	C SPIRE (IP)	12021-8/6	0	2021 11	INV	P	4,567.80	081321	284256	CITY WIDE PHONE SER		
ACCOUNT TOTAL							5,146.57					
ORG 001095 TOTAL							50,379.32					
001100	POLICE/PUB.SFTY											
001100	490000	UNEMPLOYMENT BENEFITS										
003709	MS STATE/EMP SECURIT	MDES 202108	0	2021 11	INV	P	110.30	081321	284359	UNEMPLOYMENT CLAIMS		
ACCOUNT TOTAL							110.30					
001100	502000	MINOR OFFICE EQUIP/FURN.										
002613	DAKTECH COMPUTERS	INV0342790	222756	2021 11	INV	P	357.00	081321	284276	DESKTOP COMPUTERS/B		
ACCOUNT TOTAL							357.00					
001100	525000	GAS AND OIL										
002869	FUELMAN OF MS	NP60240861(B)	0	2021 11	INV	P	129.62	081321	284303	ON-SITE FUEL CHARGE		
003918	PINE BELT OIL COMPAN	8/1/21 MINIT MART	0	2021 11	INV	P	1,630.76	081321	284381	MINIT MART FUEL USA		
ACCOUNT TOTAL							1,760.38					
001100	535000	UNIFORMS, BADGES, ETC.										
003588	MID SOUTH UNIFORM &	619812	221395	2021 11	INV	P	451.26	081321	284352	OUTER BELTS FOR STO		
ACCOUNT TOTAL							451.26					
001100	535500	WEARING APPAREL										

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/11 TO 2021/11															
ACCOUNT/VENDOR			INVOICE		PO	YEAR/PR TYP S			WARRANT		CHECK	DESCRIPTION			
004017	REGIONS	CARDHOLDER	S	1346 - 07-31-2021	0	2021	11	INV	P	431.84	081321	284390	1346 - 07-31-2021	C	
004017	REGIONS	CARDHOLDER	S	1708 - 07-31-2021	0	2021	11	INV	P	324.73	081321	284390	1708 - 07-31-2021	C	
004017	REGIONS	CARDHOLDER	S	9492 - 07-31-2021	0	2021	11	INV	P	289.54	081321	284390	9492 - 07-31-2021	C	
										1,046.11					
ACCOUNT TOTAL										1,046.11					
001100	546000				MINOR EQUIPMENT										
002764	EVIDENT INC			178759A	221343	2021	11	INV	P	268.50	081321	284294	CRIME SCENE SUPPLIE		
004593	WATCH GUARD VIDEO			ADVREP215735	222639	2021	11	INV	P	1,350.00	081321	284439	VISTA REPAIRS-HPD		
ACCOUNT TOTAL										1,618.50					
001100	559000				OTHER OPERATING MATL/SPLY										
002420	CARROT TOP INDUSTRIE			51214900	221792	2021	11	INV	P	212.65	081321	284259	STATE FLAG-HPD		
ACCOUNT TOTAL										212.65					
001100	570000				MTR VEHICLE REP. PTS/SPL										
002060	ADVANCE	AUTO	PARTS	5604120079734	222884	2021	11	INV	P	1,113.84	081321	284226	REPAIR PARTS FOR VA		
002060	ADVANCE	AUTO	PARTS	560412070039	223022	2021	11	INV	P	146.19	081321	284226	FUEL PUMP UNIT#1970		
002060	ADVANCE	AUTO	PARTS	5604120979977	223005	2021	11	INV	P	1,359.20	081321	284226	REPAIR PARTS FOR VA		
002060	ADVANCE	AUTO	PARTS	5604120979984	222890	2021	11	INV	P	2,409.97	081321	284226	REPAIR PARTS FOR VA		
002060	ADVANCE	AUTO	PARTS	56041215790	223133	2021	11	INV	P	1,669.28	081321	284226	REPAIR PARTS FOR VA		
002060	ADVANCE	AUTO	PARTS	5604121741630	222723	2021	11	INV	P	1,399.09	081321	284226	REPAIR PARTS FOR VA		
										8,097.57					
002413	CARQUEST	AUTO	PARTS	14758-241	223142	2021	11	INV	P	164.08	081321	284258	FUEL PUMP UNIT#2042		
ACCOUNT TOTAL										8,261.65					
001100	604900				OTHER PROFESSIONAL SERV.										
002523	COMCAST	CABLEVISION		8/1/21-8/31/21	0	2021	11	INV	P	167.86	081321	284269	CONVERTER BOX LEASE		
004453	TRANSUNION	RISK AND		362606-202107-1	0	2021	11	INV	P	339.30	081321	284422	ONLINE INVESTIGATIO		
ACCOUNT TOTAL										507.16					
001100	606000				TELEPHONE AND TELEGRAPH										
002158	AT&T			L2021 - AUG 9	0	2021	11	INV	P	202.00	081321	284235	VEHICLE LOCATOR AUG		
002158	AT&T			L2021-8/9	0	2021	11	INV	P	413.50	081321	284236	AT&T 8/2021		
										615.50					
002160	AT&T	MOBILITY		287289913717X0805202	0	2021	11	INV	P	6,066.54	081321	284238	MB2016-287/WIRELESS		
002160	AT&T	MOBILITY		287306568615X0805202	0	2021	11	INV	P	4,140.82	081321	284238	MB2016-287/PD TRACK		
										10,207.36					

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/11 TO 2021/11												
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S				WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL						10,822.86						
TRAVEL EXPENSE												
001100	611000											
004017	REGIONS	CARDHOLDER	S	1708 - 07-31-2021	0	2021	11	INV	P	165.56	081321	284390 1708 - 07-31-2021 C
004017	REGIONS	CARDHOLDER	S	4670 07-31-2021	0	2021	11	INV	P	196.55	081321	284390 4670 07-31-2021 CRE
004017	REGIONS	CARDHOLDER	S	9492 - 07-31-2021	0	2021	11	INV	P	183.68	081321	284390 9492 - 07-31-2021 C
						545.79						
ACCOUNT TOTAL						545.79						
FREIGHT												
001100	612000											
002420	CARROT TOP	INDUSTRIE		51214900	221792	2021	11	INV	P	29.33	081321	284259 STATE FLAG-HPD
002764	EVIDENT	INC		178759A	221343	2021	11	INV	P	84.09	081321	284294 CRIME SCENE SUPPLIE
004593	WATCH GUARD	VIDEO		ADVREP215735	222639	2021	11	INV	P	30.00	081321	284439 VISTA REPAIRS-HPD
ACCOUNT TOTAL						143.42						
ELECTRICITY												
001100	630500											
003700	MS POWER	COMPANY		E2021 7/30	0	2021	11	INV	P	5,720.31	081321	284357 MISSISSIPPI POWER-V
ACCOUNT TOTAL						5,720.31						
MOTOR VEHICLE EQ. R&M												
001100	638400											
002035	AAMCO	TRANSMISSION (		I143871	221020	2021	11	INV	P	2,461.00	081321	284223 REMOVE & REPLACE EN
003861	PATTERSON	AUTO ELECT		80959	223054	2021	11	INV	P	636.55	081321	284373 FUEL PUMP UNIT#2042
003861	PATTERSON	AUTO ELECT		81093	223182	2021	11	INV	P	1,079.52	081321	284373 REPAIRS TO UNIT#183
						1,716.07						
004514	UNIVERSITY	TIRE & SE		INV179427	223150	2021	11	INV	P	463.92	081321	284430 TIRES UNIT#16769-HP
ACCOUNT TOTAL						4,640.99						
DISINFECT./EXTERMINATION												
001100	639400											
003040	HAVARD	PEST CONTROL		12021-8/10	0	2021	11	INV	P	40.00	081321	284315 QUATERLY PEST CONTR
ACCOUNT TOTAL						40.00						
TOW IN CHARGES												
001100	639800											
003869	PEANUTS	TOWING SERVI		096770	0	2021	11	INV	P	75.00	081321	284375 TOWING OF UNIT#1664
003869	PEANUTS	TOWING SERVI		96831	0	2021	11	INV	P	65.00	081321	284375 TOWING OF UNIT#2042
						140.00						
ACCOUNT TOTAL						140.00						
OFFICE EQUIPMENT RENT												
001100	641000											
004057	RJ YOUNG	COMPANY		INV4338621	0	2021	11	INV	P	487.60	081321	284394 MB#2021-285 COPIER

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/11 TO 2021/11				ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL										487.60		
001100	684500	REGISTRATION FEE/TUITION										
003689	MS LAW ENFORCEMENT O	90107989	222834	2021 11	INV P				300.00	081321		284356 REG. FOR KRISTEN SM
004017	REGIONS CARDHOLDER S	1346 - 07-31-2021	0	2021 11	INV P				150.00	081321		284390 1346 - 07-31-2021 C
047852	MELISSAS 911	1026	0	2021 11	INV P				395.00	081321		284349 IAED 40 BRAINING/AN
ACCOUNT TOTAL										845.00		
001100	737500	EQUIP-BYRNE '20										
002613	DAKTECH COMPUTERS	INV0342790	222756	2021 11	INV P				2,700.00	081321		284276 DESKTOP COMPUTERS/B
ACCOUNT TOTAL										2,700.00		
ORG 001100 TOTAL										40,410.98		
JOINT P&F TRNG.												
001131	501000	OTHER EXPENDABLE OFF.SPL										
002527	COMMERCIAL STATIONER	449469-0	223020	2021 11	INV P				100.40	081321		284270 P/F OFFICE SUPPLIES
002527	COMMERCIAL STATIONER	449707-0	223118	2021 11	INV P				96.86	081321		284270 P/F SUPPLIES
										197.26		
ACCOUNT TOTAL										197.26		
001131	510000	CLEANING/JANITORIAL SPLY										
003772	NEWELL PAPER COMPANY	4107590	221747	2021 11	INV P				8.53	081321		284367 P/F JANITORIAL
ACCOUNT TOTAL										8.53		
001131	511500	FOOD										
004017	REGIONS CARDHOLDER S	4670 07-31-2021	0	2021 11	INV P				81.56	081321		284390 4670 07-31-2021 CRE
ACCOUNT TOTAL										81.56		
001131	535500	WEARING APPAREL										
004180	SHIRTCHAMP.COM	800888672	222463	2021 11	INV P				44.07	081321		284405 P/F CLOTHING
ACCOUNT TOTAL										44.07		
001131	535600	WEARING APPAREL-FIRE										
004180	SHIRTCHAMP.COM	800888672	222463	2021 11	INV P				11.29	081321		284405 P/F CLOTHING
ACCOUNT TOTAL										11.29		
001131	560500	ELECTRICAL SUPPLIES										
002901	GILKEY ELECTRIC SUPP	341387	222771	2021 11	INV P				209.36	081321		284304 P/F LIGHTING
ACCOUNT TOTAL										209.36		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/11 TO 2021/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
001131	6110FR					MINOR EQUIPMENT-FIRE			
002369	BURSON BRIAN	8983	0	2021 11 INV P		184.00 081321	284255	P/F TRAVEL REIMBURS	
003087	HESSION, CHANCE	8982	0	2021 11 INV P		184.00 081321	284316	P/F TRAVEL REIMBURS	
003314	KEYS, CODY	8984	0	2021 11 INV P		184.00 081321	284334	TRAVEL REIMURS FOR	
004061	ROBBINS TONY	8999	0	2021 11 INV P		184.00 081321	284396	P/F TRAVEL REIMBURS	
				ACCOUNT TOTAL		736.00			
001131	6110PO					TRAVEL-POLICE			
003862	PATTERSON, SHERYL	9004	0	2021 11 INV P		230.00 081321	284374	P/F TRAVEL REIMBURS	
				ACCOUNT TOTAL		230.00			
001131	615000					ADVERTISING			
004017	REGIONS CARDHOLDER S 4524 - 07-31-2021		0	2021 11 INV P		412.98 081321	284390	4524 - 07-31-2021 C	
				ACCOUNT TOTAL		412.98			
001131	630000					GAS			
004321	SPIRE ENERGY	G2021-8/4/21	0	2021 11 INV P		102.36 081321	284417	SPIRE-VARIOUS DEPAR	
				ACCOUNT TOTAL		102.36			
				ORG 001131 TOTAL		2,033.41			
001160						FIRE DIVISION			
001160	490000					UNEMPLOYMENT BENEFITS			
003709	MS STATE/EMP SECURIT MDES 202108		0	2021 11 INV P		223.57 081321	284359	UNEMPLOYMENT CLAIMS	
				ACCOUNT TOTAL		223.57			
001160	501000					OTHER EXPENDABLE OFF.SPL			
003810	OFFICE PRODUCTS PLUS 947693-0		222793	2021 11 INV P		70.36 081321	284369	HFD ADMIN OFFICE SU	
				ACCOUNT TOTAL		70.36			
001160	510000					CLEANING/JANITORIAL SPLY			
003810	OFFICE PRODUCTS PLUS 947693-0		222793	2021 11 INV P		85.46 081321	284369	HFD ADMIN OFFICE SU	
				ACCOUNT TOTAL		85.46			
001160	525000					GAS AND OIL			
002869	FUELMAN OF MS	NP60240861	0	2021 11 INV P		58.67 081321	284303	HFD FUEL FOR S. WHI	
003918	PINE BELT OIL COMPAN 8/1/21 MINIT MART		0	2021 11 INV P		362.77 081321	284381	MINIT MART FUEL USA	
				ACCOUNT TOTAL		421.44			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/11 TO 2021/11		ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001160	525700											
003918	PINE BELT OIL COMPAN	8/1/21	MINIT MART	0			DIESEL FUEL	2021	11	INV	P	2,277.85 081321 284381 MINIT MART FUEL USA
							ACCOUNT TOTAL					2,277.85
001160	535000						UNIFORMS, BADGES, ETC.	2021	11	INV	P	4,170.00 081321 284421 HFD UNIFORM POLOS F
004445	TOP NOTCH EMBROIDERY	939		222396			ACCOUNT TOTAL					4,170.00
001160	546200						MINOR FIRE FIGHTING EQUIP.	2021	11	INV	P	7,740.00 081321 284290 HFD REPLACEMENT OF
002733	EMERGENCY EQUIPMENT	462020		223032			ACCOUNT TOTAL					7,740.00
001160	560000						BUILDING MATERIALS & SPLY	2021	11	INV	P	124.72 081321 284340 HFD STATION ONE AIR
003457	LOWE'S OF HATTIESBUR	998898-HFAGQJ		222817			ACCOUNT TOTAL					274.79
003746	NAPA AUTO PARTS	5930-634654		222681				2021	11	INV	P	150.07 081321 284364 HFD STATION 9 AIR C
001160	570000						MTR VEHICLE REP. PTS/SPL	2021	11	INV	P	650.80 081321 284243 HFD REPLACEMENT BAT
002194	BARDING GENERATOR &	177051		223033				2021	11	INV	P	64.29 081321 284314 HFD UNIT # 14517 E9
003034	HATTIESBURG HYDRAULI	90064		222685				2021	11	INV	P	491.48 081321 284425 HFD PARTS FOR STOCK
004465	TRUCKPRO LLC	039-0694345		222683			ACCOUNT TOTAL					1,206.57
001160	606000						TELEPHONE AND TELEGRAPH	2021	11	INV	P	1,291.09 081321 284238 MB2016-287/WIRELESS
002160	AT&T MOBILITY	287290217384X0805202	0				ACCOUNT TOTAL					1,291.09
001160	630000						GAS	2021	11	INV	P	104.10 081321 284417 SPIRE-VARIOUS DEPAR
004321	SPIRE ENERGY	G2021-8/4/21	0				ACCOUNT TOTAL					104.10
001160	630500						ELECTRICITY	2021	11	INV	P	1,968.59 081321 284357 MISSISSIPPI POWER-V
003700	MS POWER COMPANY	E2021 7/30	0					2021	11	INV	P	1,136.69 081321 284376 PEARL RIVER VALLEY
003873	PEARL RIVER VALLEY E	2021-7/27/2021	0					2021	11	INV	P	3,664.39 081321 284413 SOUTHERN PINE ELECT
004282	SOUTHERN PINE ELECTR	E2021-8/5/20	0				ACCOUNT TOTAL					6,769.67
001160	631500						WATER	2021	11	INV	P	70.00 081321 284233 WATER SERVICE FD JU
002146	ARNOLD LINE WATER AS	T2021-8/4	0									

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/11 TO 2021/11											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL			70.00			
001160	635000			BUILDING R&M							
002716	EDDIE PEARSON	ROOFIN	1567	221823	2021 11	INV P	517.50	081321	284285	HFD STATION 4	ROOF
003824	OVERHEAD DOOR CO OF	200976		222790	2021 11	INV P	1,278.09	081321	284370	HFD STATION 5	BAY D
003824	OVERHEAD DOOR CO OF	201006		222789	2021 11	INV P	1,824.90	081321	284370	HFD STATION 1	BAY D
							3,102.99				
					ACCOUNT TOTAL			3,620.49			
001160	638400			MOTOR VEHICLE EQ. R&M							
003915	PINE BELT CDJR, INC	514758		223043	2021 11	INV P	1,387.38	081321	284378	HFD UNIT#18557	IGNI
004299	SOUTHERN TIRE MART L	2520068591		0	2021 11	INV P	267.95	081321	284414	HFD UNIT# 15491	EME
					ACCOUNT TOTAL			1,655.33			
001160	641000			OFFICE EQUIPMENT RENT							
002471	CINTAS CORPORATION #	4091636375		0	2021 11	INV P	37.36	081321	284265	HFD ADMIN &	PREVENT
					ACCOUNT TOTAL			37.36			
					ORG 001160 TOTAL			30,018.08			
001180				LAND DEVEL.ADM.							
001180	500300			PAPER							
003809	OFFICE DEPOT INC	181695088001		222909	2021 11	INV P	174.95	081321	284368	OFFICE SUPPLIES &	P
					ACCOUNT TOTAL			174.95			
001180	501000			OTHER EXPENDABLE OFF.SPL							
003809	OFFICE DEPOT INC	181695088001		222909	2021 11	INV P	17.84	081321	284368	OFFICE SUPPLIES &	P
					ACCOUNT TOTAL			17.84			
001180	505000			SUBSCRIPTIONS,MAGS,MAPS							
004017	REGIONS CARDHOLDER S	1708 - 07-31-2021		0	2021 11	INV P	455.40	081321	284390	1708 - 07-31-2021	C
					ACCOUNT TOTAL			455.40			
001180	507000			BOOKS							
004017	REGIONS CARDHOLDER S	1346 - 07-31-2021		0	2021 11	INV P	474.00	081321	284390	1346 - 07-31-2021	C
					ACCOUNT TOTAL			474.00			
001180	559000			OTHER OPERATING MATL/SPLY							
003809	OFFICE DEPOT INC	181695088001		222909	2021 11	INV P	66.39	081321	284368	OFFICE SUPPLIES &	P
					ACCOUNT TOTAL			66.39			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/11 TO 2021/11				ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001180	601600			TITLE OPINIONS								
004076	ROGERS, KEVIN	TITLEOPINION8.9.21		0			2021 11	INV	P	1,750.00	081321	284397 TITLE OPINIONS AUG
ACCOUNT TOTAL										1,750.00		
001180	684000			DUES AND MEMBERSHIPS								
004017	REGIONS CARDHOLDER S	4670	07-31-2021	0			2021 11	INV	P	95.00	081321	284390 4670 07-31-2021 CRE
ACCOUNT TOTAL										95.00		
ORG 001180 TOTAL										3,033.58		
001190			P/S CONTRAC.SER									
001190	681500			JAIL EXPENSE								
003371	LAMAR CTY SHERIFF	6/1/21-6/30/21		0			2021 11	INV	P	960.00	081321	284336 HOUSING OF INMATES
ACCOUNT TOTAL										960.00		
001190	699900			SERVICES NOT SPECIFIED								
002848	FORREST CTY	070721		0			2021 11	INV	P	43,750.00	081321	284301 ADMIN - INMATE SERV
ACCOUNT TOTAL										43,750.00		
ORG 001190 TOTAL										44,710.00		
001191			TRAFFIC MAINT.									
001191	511000			HOUSEHOLD SUPPLIES								
003772	NEWELL PAPER COMPANY	4113391		223061			2021 11	INV	P	146.91	081321	284367 FOAM CUPS/DETERGENT
ACCOUNT TOTAL										146.91		
001191	643000			UNIFORM RENT								
002471	CINTAS CORPORATION #	4091633946		0			2021 11	INV	P	25.00	081321	284264 TRAFFIC SC/8200044
002471	CINTAS CORPORATION #	4092302653		0			2021 11	INV	P	25.00	081321	284265 TRAFFIC UNIFORM SC/
										50.00		
ACCOUNT TOTAL										50.00		
001191	643500			MOP-MAT-RAG RENT								
002471	CINTAS CORPORATION #	4091633604		0			2021 11	INV	P	6.44	081321	284264 TRAFFIC MATS SC/820
002471	CINTAS CORPORATION #	4092302228		0			2021 11	INV	P	6.44	081321	284265 TRAFFIC MATS SC/820
										12.88		
ACCOUNT TOTAL										12.88		
ORG 001191 TOTAL										209.79		

YEAR/PERIOD: 2021/11 TO 2021/11											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION			
001201	STREET DIV.										
001201	541500			SAND,CLAY,GRVL,FILL DIRT							
004118	SANFORD, JOHN L JR I	53216	222980	2021 11 INV P		1,500.00	081321	284401	100 YARDS CLAY GRAV		
ACCOUNT TOTAL						1,500.00					
001201	570000			MTR VEHICLE REP. PTS/SPL							
002413	CARQUEST AUTO PARTS	14758-156200	221266	2021 11 INV P		19.99	081321	284258	PRESSURE WASHER UNI		
004597	WATERS INTERNATIONAL	08P812855	223060	2021 11 INV P		659.74	081321	284440	HOUSING FAN/UNIT#16		
004597	WATERS INTERNATIONAL	08P812856	223059	2021 11 INV P		1,642.24	081321	284440	PULLEY/UNIT #16083		
						2,301.98					
ACCOUNT TOTAL						2,321.97					
001201	604900			OTHER PROFESSIONAL SERV.							
003825	OWENS BUSINESS MACHI	425207	0	2021 11 INV P		630.00	081321	284371	ANNUAL MAINTENANCE/		
ACCOUNT TOTAL						630.00					
001201	636001			MISC PAVING							
047003	GULF SOUTH CONS	SPEED TABLE NO.1	0	2021 11 INV P		24,444.59	081321	284311	MB 2021-127 QUINN S		
ACCOUNT TOTAL						24,444.59					
001201	643000			UNIFORM RENT							
002471	CINTAS CORPORATION #	34091633884	0	2021 11 INV P		38.38	081321	284264	UNIFORM SC 82000447		
002471	CINTAS CORPORATION #	4091633707	0	2021 11 INV P		62.06	081321	284264	UNIFORMS SC 8200044		
002471	CINTAS CORPORATION #	4091633817	0	2021 11 INV P		77.40	081321	284264	UNIFORMS SC 8200044		
002471	CINTAS CORPORATION #	4091633884	0	2021 11 INV P		38.38	081321	284264	UNIFORM SC 82000447		
002471	CINTAS CORPORATION #	4091633920	0	2021 11 INV P		6.80	081321	284264	UNIFORM SC 82000447		
002471	CINTAS CORPORATION #	4091634028	0	2021 11 INV P		46.60	081321	284264	UNIFORM SC 82000447		
						269.62					
ACCOUNT TOTAL						269.62					
ORG 001201 TOTAL						29,166.18					
001202	STREET LIGHTS										
001202	630500			ELECTRICITY							
003700	MS POWER COMPANY	E2021 7/30	0	2021 11 INV P		3,321.35	081321	284357	MISSISSIPPI POWER-V		
003700	MS POWER COMPANY	E2021-07/22/21	0	2021 11 INV P		227.77	081321	284357	MISSISSIPPI POWER-V		
						3,549.12					
003873	PEARL RIVER VALLEY E	2021-07/30/2021	0	2021 11 INV P		396.00	081321	284376	PEARL RIVER VALLEY		
003873	PEARL RIVER VALLEY E	2021-7/27/2021	0	2021 11 INV P		2,612.89	081321	284376	PEARL RIVER VALLEY		
003873	PEARL RIVER VALLEY E	2021-7/28/21	0	2021 11 INV P		274.50	081321	284376	PEARL RIVER VALLEY		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/11 TO 2021/11											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION	
								3,283.39			
004282	SOUTHERN PINE ELECTR	E2021-8/5/20		0	2021 11	INV P		1,315.57	081321	284413	SOUTHERN PINE ELECT
ACCOUNT TOTAL								8,148.08			
ORG 001202 TOTAL								8,148.08			
001203	ENGR/PUBLIC SER										
001203	508000				COMPUTER SUPPLIES						
004017	REGIONS CARDHOLDER S	1346 - 07-31-2021		0	2021 11	INV P		69.53	081321	284390	1346 - 07-31-2021 C
ACCOUNT TOTAL								69.53			
001203	601500				ENGINEERING						
003764	NEEL-SCHAFFER INC	1072857		0	2021 11	INV P		4,583.33	081321	284366	MB 2017-486 MS4 PRO
004197	SHOWS DEARMAN & WAIT	22179		0	2021 11	INV P		2,870.00	081321	284406	MB 2012-1/34 GENERA
ACCOUNT TOTAL								7,453.33			
001203	604900				OTHER PROFESSIONAL SERV.						
002609	D L T SOLUTIONS LLC	SI522195		221767	2021 11	INV P		108.90	081321	284274	AUTOCAD SUBSCRIPTIO
ACCOUNT TOTAL								108.90			
001203	606000				TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287289913717X0805202		0	2021 11	INV P		52.17	081321	284238	MB2016-287/WIRELESS
ACCOUNT TOTAL								52.17			
001203	607000				POSTAGE						
002798	FEDERAL EXPRESS	7-456-96091		0	2021 11	INV P		38.21	081321	284298	FEDERAL EXPRESS PAY
ACCOUNT TOTAL								38.21			
001203	630000				GAS						
004321	SPIRE ENERGY	G2021-8/4/21		0	2021 11	INV P		29.45	081321	284417	SPIRE-VARIOUS DEPAR
ACCOUNT TOTAL								29.45			
001203	639400				DISINFECT./EXTERMINATION						
003040	HAVARD PEST CONTROL	12021-8/10		0	2021 11	INV P		55.00	081321	284315	QUATERLY PEST CONTR
ACCOUNT TOTAL								55.00			
ORG 001203 TOTAL								7,806.59			
001204	SHOP DIVISION										
001204	570000				MTR VEHICLE REP. PTS/SPL						
002413	CARQUEST AUTO PARTS	14758-158384		221971	2021 11	INV P		59.97	081321	284258	TRAILER HITCH BSHIN

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/11 TO 2021/11											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL									59.97		
001204	630000					GAS					
004321	SPIRE ENERGY	G2021-8/4/21	0		2021 11	INV	P	24.72	081321	284417	SPIRE-VARIOUS DEPAR
ACCOUNT TOTAL									24.72		
001204	643000					UNIFORM RENT					
002471	CINTAS CORPORATION # 4092302555		0		2021 11	INV	P	74.75	081321	284265	UNIFORM RENTAL/PW S
ACCOUNT TOTAL									74.75		
ORG 001204 TOTAL									159.44		
G O & F S DIV.											
001205	604900					OTHER PROFESSIONAL SERV.					
003918	PINE BELT OIL COMPAN 1557650		0		2021 11	INV	P	452.27	081321	284380	GAS & DIESEL CARDS
ACCOUNT TOTAL									452.27		
ORG 001205 TOTAL									452.27		
DRAINAGE DIV.											
001206	604900					OTHER PROFESSIONAL SERV.					
002160	AT&T MOBILITY	287290252011X0805202	0		2021 11	INV	P	1,678.01	081321	284238	MB2016-287/WIRELESS
ACCOUNT TOTAL									1,678.01		
001206	729500					OTHER IMPROVEMENTS					
004058	RJM MCQUEEN CONTRACT 2448		0		2021 11	INV	P	3,500.00	081321	284395	MB 2020-179 INLET R
004197	SHOWS DEARMAN & WAIT 22165		0		2021 11	INV	P	982.50	081321	284406	MB 2012-1/34 EAST H
004197	SHOWS DEARMAN & WAIT 22166		0		2021 11	INV	P	290.00	081321	284406	MB 2012-1/34 808 DA
									1,272.50		
ACCOUNT TOTAL									4,772.50		
ORG 001206 TOTAL									6,450.51		
CONSTRUCTION											
001207	559000					OTHER OPERATING MATL/SPLY					
002795	FASTENAL COMPANY	MSHAT231862	223042		2021 11	INV	P	94.32	081321	284297	TALON WASP & HORNET
003987	PUCKETT RENTS	843207-0001	223166		2021 11	INV	P	53.72	081321	284389	ADAPTER & HANDLER/C
ACCOUNT TOTAL									148.04		
001207	560000					BUILDING MATERIALS & SPLY					
002714	ECONOMY SUPPLY CO	059244	223070		2021 11	INV	P	18.95	081321	284284	WOOD FOR CONSTRUCTI

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/11 TO 2021/11											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002716	EDDIE PEARSON ROOFIN	1578			222904	2021 11	INV	P	750.00	081321	284285 TURBINES/YOUTH ART
							ACCOUNT TOTAL		768.95		
001207	560500						ELECTRICAL SUPPLIES				
003285	JORDAN BROS PLUMBING	10893			222859	2021 11	INV	P	136.00	081321	284333 FILTERS/TWIN FORK R
							ACCOUNT TOTAL		136.00		
001207	604900						OTHER PROFESSIONAL SERV.				
002523	COMCAST CABLEVISION	8396410730734155ACCT 0				2021 11	INV	P	6.26	081321	284269 COMCASTACCT#8396410
							ACCOUNT TOTAL		6.26		
001207	639900						OTHER REPAIRS AND MAINT.				
002754	ESSCO HEATING AND A/	40370			223156	2021 11	INV	P	1,630.00	081321	284292 COMPRESSOR/A/C WORK
							ACCOUNT TOTAL		1,630.00		
001207	642500						CYLINDER RENT				
002071	AIRGAS USA LLC (NORD	9981478675			0	2021 11	INV	P	148.78	081321	284227 CYLINDER RENTAL/CON
							ACCOUNT TOTAL		148.78		
001207	643000						UNIFORM RENT				
002471	CINTAS CORPORATION #	4092302482			0	2021 11	INV	P	43.28	081321	284265 UNIFORM RENTAL/CONS
							ACCOUNT TOTAL		43.28		
							ORG 001207 TOTAL		2,881.31		
001220							SANITATION DIV.				
001220	511000						HOUSEHOLD SUPPLIES				
004634	WHEELER'S JANITORIAL	8656			222897	2021 11	INV	P	301.00	081321	284441 CLEANING/JANITORIAL
							ACCOUNT TOTAL		301.00		
001220	513000						CHEMICALS				
002443	CERTIFIED LABORATORI	7416676			222587	2021 11	INV	P	2,196.70	081321	284262 AQUA-SOL TRUCK WASH
							ACCOUNT TOTAL		2,196.70		
001220	559000						OTHER OPERATING MATL/SPLY				
004583	WARING OIL CO (GULFP	65619			222800	2021 11	INV	P	3,196.00	081321	284436 HYDRAULIC FLUID FOR
							ACCOUNT TOTAL		3,196.00		
001220	570000						MTR VEHICLE REP. PTS/SPL				
003114	HOL-MAC CORPORATION	378015			223105	2021 11	INV	P	823.73	081321	284320 UNIT 21388 PIN WELD
004120	SANSOM EQUIPMENT CO	P01711			222901	2021 11	INV	P	428.90	081321	284402 DRIVE SHAFT FOR UNI
004120	SANSOM EQUIPMENT CO	P01735			222876	2021 11	INV	P	2,242.09	081321	284402 EQUIP. PARTS/ REPAI

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/11 TO 2021/11		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR	INVOICE							
								2,670.99
004139	SCOTTS HYDRAULIC SER 46101	222481	2021 11	INV	P	545.58 081321	284403	UNIT 14406 HOSE/HYD
004299	SOUTHERN TIRE MART L 2520069287	223065	2021 11	INV	P	150.90 081321	284415	ON-SITE TIRE/FLAT R
	ACCOUNT TOTAL							4,191.20
001220 604900								OTHER PROFESSIONAL SERV.
002472	CINTAS FIRST AID J71 5071177012	0	2021 11	INV	P	487.79 081321	284266	FACE MASK/FIRST AID
	ACCOUNT TOTAL							487.79
001220 638400								MOTOR VEHICLE EQ. R&M
002252	BIG IRON DIESEL REPA R04572	223132	2021 11	INV	P	3,465.13 081321	284247	UNIT 14406 OIL COOL
003114	HOL-MAC CORPORATION 377808	222850	2021 11	INV	P	8,368.13 081321	284320	UNIT 19755 BOOM/ TI
004139	SCOTTS HYDRAULIC SER 46730	223199	2021 11	INV	P	3,274.88 081321	284403	UNIT 20091 CYLINDER
	ACCOUNT TOTAL							15,108.14
001220 643000								UNIFORM RENT
002471	CINTAS CORPORATION # 4091633664	0	2021 11	INV	P	31.62 081321	284264	SC8200044758 SANIT.
002471	CINTAS CORPORATION # 4091634136	0	2021 11	INV	P	209.07 081321	284264	SC#820004758 -SANIT.
002471	CINTAS CORPORATION # 4092302293	0	2021 11	INV	P	31.62 081321	284265	SC8200044758-SANIT.
002471	CINTAS CORPORATION # 4092302751	0	2021 11	INV	P	162.07 081321	284265	SC8200044758-SANIT.
						434.38		
	ACCOUNT TOTAL							434.38
001220 688000								TIPPING FEES
002007	98 WASTE LLC 3601	0	2021 11	INV	P	1,470.00 081321	284222	MB2016-322 PARKS &
002007	98 WASTE LLC 3632	0	2021 11	INV	P	13,300.00 081321	284222	MB2016-22 SANIT. RU
002007	98 WASTE LLC 3633	0	2021 11	INV	P	196.00 081321	284222	MB2016-322-CODE ENF
002007	98 WASTE LLC 3654	0	2021 11	INV	P	14,140.00 081321	284222	MB 2016-322 /RUBBIS
						29,106.00		
003920	PINE BELT REGIONAL S STATEMENT 07/31/21	0	2021 11	INV	P	39,829.83 081321	284382	MB 2003-5/484 SANIT
004030	REPUBLIC SERVICES IN 0991-000324723	222590	2021 11	INV	P	8,092.55 081321	284391	RECYCLE COLLECTION
004591	WASTE MANAGEMENT OF 0012835-2526-7	0	2021 11	INV	P	954.73 081321	284438	MB#2003-5/484 SANIT
	ACCOUNT TOTAL							77,983.11
001220 688600								HAZARDOUS WASTE GRANT EXPENSES
002531	COMPLETE ENVIRONMENT 9965	0	2021 11	INV	P	83,154.64 081321	284271	MB 2021-74/ST CONT.

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/11 TO 2021/11				ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL										83,154.64		
001220	689000	RECYCLING FEES										
004030	REPUBLIC SERVICES IN	0991-00324723B	222805	2021 11	INV	P	469.16	081321	284391	RECYCLE COLLECTION		
ACCOUNT TOTAL										469.16		
001220	740000	AUTOMOBILES										
002679	DOSSETT GMC CADILLAC	20485	223173	2021 11	INV	P	38,991.25	081321	284279	ADMIN - TWO QUOTE -		
ACCOUNT TOTAL										38,991.25		
ORG 001220 TOTAL										226,513.37		
001250	HEALTH DIVISION											
001250	490000	UNEMPLOYMENT BENEFITS										
003709	MS STATE/EMP SECURIT	MDES 202108	0	2021 11	INV	P	558.12	081321	284359	UNEMPLOYMENT CLAIMS		
ACCOUNT TOTAL										558.12		
001250	559000	OTHER OPERATING MATL/SPLY										
002714	ECONOMY SUPPLY CO	059858	223050	2021 11	INV	P	26.75	081321	284284	MAILBOX POST		
ACCOUNT TOTAL										26.75		
001250	575500	AGRICLTRL REPAIR PTS/SPL										
003615	MISSISSIPPI AG COMPA	P66215	223206	2021 11	INV	P	50.19	081321	284353	PARTS/UNIT 21691		
ACCOUNT TOTAL										50.19		
ORG 001250 TOTAL										635.06		
001260	ANIMAL CONTROL											
001260	525000	GAS AND OIL										
003918	PINE BELT OIL COMPAN	8/1/21 MINIT MART	0	2021 11	INV	P	50.22	081321	284381	MINIT MART FUEL USA		
ACCOUNT TOTAL										50.22		
ORG 001260 TOTAL										50.22		
001402	ECONOMIC DEV.											
001402	7150SE	SERVICE ELEVATOR										
003341	KONE INC	915163964	197919	2021 11	INV	P	7,020.00	081321	284335	PUBLIC SAFETY COMPL		
ACCOUNT TOTAL										7,020.00		
ORG 001402 TOTAL										7,020.00		
001551	AIRPORT DIV.											
001551	560000	BUILDING MATERIALS & SPLY										
003152	HUGHES SUPPLY	S162349874.001	223027	2021 11	INV	P	254.05	081321	284324	BOBBY CHAIN AIRPORT		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/11 TO 2021/11				ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL											254.05		
001551	561000			PLUMBING SUPPLIES									
003543	MCELHANEY	PLUMBING I	289329	223179	2021 11	INV	P		94.39	081321		284346	CHAIN AIRPORT PLUMB
ACCOUNT TOTAL											94.39		
001551	630000			GAS									
004321	SPIRE	ENERGY	G2021-8/4/21	0	2021 11	INV	P		39.84	081321		284417	SPIRE-VARIOUS DEPAR
ACCOUNT TOTAL											39.84		
ORG 001551 TOTAL											388.28		
001553	CEMETERY DIV												
001553	510000			CLEANING/JANITORIAL SPLY									
003772	NEWELL	PAPER COMPANY	4111685-4111239	222695	2021 11	INV	P		845.89	081321		284367	6940500-1700WHITE S
ACCOUNT TOTAL											845.89		
001553	544000			HORT./LANDSCAPING SPLY.									
003717	MS	TURF	705261	222923	2021 11	INV	P		230.00	081321		284361	CENIPEDE SOD FOR C
ACCOUNT TOTAL											230.00		
001553	560000			BUILDING MATERIALS & SPLY									
002714	ECONOMY	SUPPLY CO	081021	223208	2021 11	INV	P		390.00	081321		284284	3/4 INCH - 4X8 PLYW
ACCOUNT TOTAL											390.00		
001553	561000			PLUMBING SUPPLIES									
002802	FERGUSON	ENTERPRISES	B558766	223109	2021 11	INV	P		62.23	081321		284299	UQ4690512 LF 1/2 PR
ACCOUNT TOTAL											62.23		
001553	570000			MTR VEHICLE REP. PTS/SPL									
004299	SOUTHERN	TIRE MART L	2520070243	223175	2021 11	INV	P		322.78	081321		284415	NEW TIRE INSTALLATI
004499	UNDERWOOD	OUTDOOR PO	103793	223095	2021 11	INV	P		197.28	081321		284428	588545-2.6OZ BOTTLE
ACCOUNT TOTAL											520.06		
001553	604900			OTHER PROFESSIONAL SERV.									
003634	MOLLY	MAID	008	0	2021 11	INV	P		245.00	081321		284354	MB2005-2/267-CLEANI
ACCOUNT TOTAL											245.00		
001553	630000			GAS									
004321	SPIRE	ENERGY	G2021-8/4/21	0	2021 11	INV	P		20.00	081321		284417	SPIRE-VARIOUS DEPAR
ACCOUNT TOTAL											20.00		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/11 TO 2021/11				ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
001553	630500														
003873	PEARL RIVER VALLEY E	2021-7/27/2021			0	ELECTRICITY	2021 11	INV	P	77.50	081321	284376	PEARL RIVER VALLEY		
ACCOUNT TOTAL										77.50					
001553	638600														
004139	SCOTTS HYDRAULIC SER 46612				222708	CONSTRUCTION EQUIP R&M	2021 11	INV	P	3,073.85	081321	284403	KNUCKLE-BOOM #16010		
ACCOUNT TOTAL										3,073.85					
001553	721200														
004504	UNITED FENCE COMPANY 21237				221565	FENCES/RAILINGS	2021 11	INV	P	5,997.00	081321	284429	TWO QUOTE - RIVERVI		
ACCOUNT TOTAL										5,997.00					
001553	733500														
002304	BRACKMAN MOWER WAREH 10893				221102	AGRICULTURAL EQUIPMENT	2021 11	INV	P	995.00	081321	284252	HUSQVARNA T540IXP 1		
ACCOUNT TOTAL										995.00					
ORG 001553 TOTAL										12,456.53					
001560	PARKING OPER.														
001560	640200														
004530	V F W OF THE US	082021			0	PARKING GARAGE/LOT RENT	2021 11	INV	P	75.00	081321	284432	PARKING LEASE AT VF		
ACCOUNT TOTAL										75.00					
ORG 001560 TOTAL										75.00					
FUND 001 REVENUES										TOTAL:	567,620.98				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/11 TO 2021/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002300				PKS/REC-RECREATION MAINT. DIV.							
002300	490000			UNEMPLOYMENT BENEFITS							
003709	MS STATE/EMP SECURIT	MDES	202108		0	2021	11	INV P	805.71	081321	284359 UNEMPLOYMENT CLAIMS
				ACCOUNT TOTAL					805.71		
002300	510000			CLEANING/JANITORIAL SPLY							
002729	ELKINS WHOLESALE INC	454548			222184	2021	11	INV P	714.23	081321	284287 P&R GRNDS JANITORIA
002729	ELKINS WHOLESALE INC	458116-01			222828	2021	11	INV P	58.36	081321	284287 P&R GRNDS JANITORIA
									772.59		
				ACCOUNT TOTAL					772.59		
002300	511100			SUPPLIES - COVID 19							
002162	ATCO INTERNATIONAL	I0582015			223057	2021	11	INV P	600.00	081321	284240 P&R GRNDS MAINT-COV
002162	ATCO INTERNATIONAL	I0582061			223057	2021	11	INV P	762.19	081321	284240 P&R GRNDS MAINT-COV
									1,362.19		
				ACCOUNT TOTAL					1,362.19		
002300	513000			CHEMICALS							
047024	GREENPOINT AG HOLDIN	1162733			222703	2021	11	INV P	137.50	081321	284308 P&R DAHMER PARK BAL
047024	GREENPOINT AG HOLDIN	1176515			222411	2021	11	INV P	4,412.00	081321	284308 P&R ALL BALLFIELDS-
047024	GREENPOINT AG HOLDIN	1209139			222971	2021	11	INV P	300.00	081321	284308 P&R GRNDS MAINT-CHE
									4,849.50		
				ACCOUNT TOTAL					4,849.50		
002300	525000			GAS AND OIL							
001002	CITY OF HATTIESBURG	7/21 FUEL 02			0	2021	11	INV P	7,299.31	081321	284267 7/21 FUEL USAGE ALL
				ACCOUNT TOTAL					7,299.31		
002300	525500			LUBRICANTS							
002413	CARQUEST AUTO PARTS	14758-161623			222827	2021	11	INV P	110.16	081321	284258 P&R GRNDS LUBRICANT
002413	CARQUEST AUTO PARTS	14758-161926			223039	2021	11	INV P	64.92	081321	284258 P&R GRNDS LUBRICANT
									175.08		
				ACCOUNT TOTAL					175.08		
002300	525700			DIESEL FUEL							
001002	CITY OF HATTIESBURG	7/21 FUEL 02			0	2021	11	INV P	161.71	081321	284267 7/21 FUEL USAGE ALL
				ACCOUNT TOTAL					161.71		
002300	541500			SAND,CLAY,GRVL,FILL DIRT							
002359	BURGE EXCAVATING & G	1663			222938	2021	11	INV P	975.00	081321	284254 P&R TATUM PARK SOCC

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/11 TO 2021/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002359	BURGE EXCAVATING & G	1664	222986	2021 11	INV	P			3,250.00	081321	284254 P&R TATUM SOCCER FI
									4,225.00		
									ACCOUNT TOTAL	4,225.00	
002300	544000										
002049	ADAMS NURSERY	330855	222235	2021 11	INV	P			54.00	081321	284225 P&R MOBILE ST-PLANT
									ACCOUNT TOTAL	54.00	
002300	561000										
002275	BLUE DOLPHIN POOLS	43020	222058	2021 11	INV	P			3,100.00	081321	284249 P&R VETERANS MEMORI
									ACCOUNT TOTAL	3,100.00	
002300	570000										
002035	AAMCO TRANSMISSION (	143818	221840	2021 11	INV	P			227.68	081321	284223 P&R TRUCK UNIT 1855
002166	AUTO ARMATURE SERVIC	25446	221752	2021 11	INV	P			129.95	081321	284241 P&R TRK UNIT 11961-
003246	JERRY'S AUTOMOTIVE R	21257	222959	2021 11	INV	P			611.08	081321	284329 P&R TRK UNIT 18558-
004299	SOUTHERN TIRE MART L	2520069529	223058	2021 11	INV	P			512.92	081321	284415 P&R TRK UNIT 21611-
004299	SOUTHERN TIRE MART L	2520069791	222918	2021 11	INV	P			244.42	081321	284415 P&R TRK UNIT 21328-
									757.34		
									ACCOUNT TOTAL	1,726.05	
002300	575500										
002304	BRACKMAN MOWER WAREH	10949	222942	2021 11	INV	P			398.00	081321	284252 P&R MOWER UNIT 2161
002304	BRACKMAN MOWER WAREH	10950	222941	2021 11	INV	P			38.80	081321	284252 P&R MOWER 19303-SER
002304	BRACKMAN MOWER WAREH	11064	222615	2021 11	INV	P			9.88	081321	284252 P&R MOWER UNIT 2023
002304	BRACKMAN MOWER WAREH	11101	222940	2021 11	INV	P			540.80	081321	284252 P&R MOWER 20823-SER
002304	BRACKMAN MOWER WAREH	11102	222824	2021 11	INV	P			297.55	081321	284252 P&R MOWER UNIT 1946
002304	BRACKMAN MOWER WAREH	11103	220374	2021 11	INV	P			133.00	081321	284252 P&R MOWER 21097-SER
002304	BRACKMAN MOWER WAREH	11107	222629	2021 11	INV	P			6.16	081321	284252 P&R MOWER 20234-SPA
002304	BRACKMAN MOWER WAREH	11758	223035	2021 11	INV	P			195.00	081321	284252 P&R MOWER UNIT 2159
002304	BRACKMAN MOWER WAREH	11945	223038	2021 11	INV	P			522.00	081321	284252 P&R GRNDS MAINT-EQU
002304	BRACKMAN MOWER WAREH	4530	221415	2021 11	INV	P			125.02	081321	284252 P&R MOWER UNIT 2145
002304	BRACKMAN MOWER WAREH	5057	221589	2021 11	INV	P			67.43	081321	284252 P&R MOWER UNIT 2132
002304	BRACKMAN MOWER WAREH	7719	222232	2021 11	INV	P			169.59	081321	284252 P&R MOWER UNIT 1946
002304	BRACKMAN MOWER WAREH	7738	222248	2021 11	INV	P			50.57	081321	284252 P&R MOWER UNIT 2023
									2,553.80		
003615	MISSISSIPPI AG COMPA	8421 FEES	0	2021 11	INV	P			5.75	081321	284353 SHORT PAID INV/LATE
									ACCOUNT TOTAL	2,559.55	
002300	604900										
									OTHER PROFESSIONAL SERV.		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/11 TO 2021/11											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT		CHECK	DESCRIPTION
002275	BLUE DOLPHIN POOLS	43358		0	2021	11	INV P	720.00	081321	284249	P&R VET/CITY/CULT-M
002275	BLUE DOLPHIN POOLS	43588		222955	2021	11	INV P	702.12	081321	284249	P&R VETERANS PARK F
								1,422.12			
002672	DOLEAC ELECTRIC CO I	H25335		0	2021	11	INV P	610.39	081321	284278	P&R TSP-LABOR TO RE
ACCOUNT TOTAL								2,032.51			
002300	630500			ELECTRICITY							
003700	MS POWER COMPANY	E2021 7/30		0	2021	11	INV P	55.27	081321	284357	MISSISSIPPI POWER-V
ACCOUNT TOTAL								55.27			
002300	635500			ELECTRICAL R&M							
002672	DOLEAC ELECTRIC CO I	H25265		0	2021	11	INV P	190.00	081321	284278	P&R DAHMER PARK LIG
ACCOUNT TOTAL								190.00			
002300	635700			PLUMBING EQUIPMENT R&M							
002275	BLUE DOLPHIN POOLS	43020		222058	2021	11	INV P	877.56	081321	284249	P&R VETERANS MEMORI
ACCOUNT TOTAL								877.56			
002300	638000			FIXED EQUIPMENT R&M							
003242	JEFCOAT FENCE OF HAT	0023203		223000	2021	11	INV P	650.00	081321	284328	P&R 9TH ST-REPAIR F
003242	JEFCOAT FENCE OF HAT	0023204		223003	2021	11	INV P	650.00	081321	284328	P&R 8TH ST PARK-FEN
								1,300.00			
ACCOUNT TOTAL								1,300.00			
002300	638400			MOTOR VEHICLE EQ. R&M							
002035	AAMCO TRANSMISSION (	143818		221840	2021	11	INV P	959.99	081321	284223	P&R TRUCK UNIT 1855
003246	JERRY'S AUTOMOTIVE R	21257		222959	2021	11	INV P	213.27	081321	284329	P&R TRK UNIT 18558-
004299	SOUTHERN TIRE MART L	2520068791		222970	2021	11	INV P	24.95	081321	284415	P&R TRK UNIT 18561-
004299	SOUTHERN TIRE MART L	2520069342		223004	2021	11	INV P	59.90	081321	284415	P&R TRK UNIT 21611-
004299	SOUTHERN TIRE MART L	2520069529		223058	2021	11	INV P	114.00	081321	284415	P&R TRK UNIT 21611-
004299	SOUTHERN TIRE MART L	2520069791		222918	2021	11	INV P	48.00	081321	284415	P&R TRK UNIT 21328-
								246.85			
ACCOUNT TOTAL								1,420.11			
002300	638700			AGRICULTURAL EQ. R&M							
002304	BRACKMAN MOWER WAREH	10949		222942	2021	11	INV P	73.74	081321	284252	P&R MOWER UNIT 2161
002304	BRACKMAN MOWER WAREH	10950		222941	2021	11	INV P	83.56	081321	284252	P&R MOWER 19303-SER
002304	BRACKMAN MOWER WAREH	11064		222615	2021	11	INV P	41.50	081321	284252	P&R MOWER UNIT 2023
002304	BRACKMAN MOWER WAREH	11101		222940	2021	11	INV P	80.00	081321	284252	P&R MOWER 20823-SER
002304	BRACKMAN MOWER WAREH	11102		222824	2021	11	INV P	207.05	081321	284252	P&R MOWER UNIT 1946

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/11 TO 2021/11												
ACCOUNT/VENDOR					INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002304	BRACKMAN	MOWER	WAREH	11103	220374	2021	11	INV	P	120.00	081321	284252 P&R MOWER 21097-SER
002304	BRACKMAN	MOWER	WAREH	11107	222629	2021	11	INV	P	41.38	081321	284252 P&R MOWER 20234-SPA
002304	BRACKMAN	MOWER	WAREH	11758	223035	2021	11	INV	P	47.05	081321	284252 P&R MOWER UNIT 2159
002304	BRACKMAN	MOWER	WAREH	11759	223107	2021	11	INV	P	102.46	081321	284252 P&R MOWER UNIT 2161
002304	BRACKMAN	MOWER	WAREH	5057	221589	2021	11	INV	P	80.00	081321	284252 P&R MOWER UNIT 2132
002304	BRACKMAN	MOWER	WAREH	7719	222232	2021	11	INV	P	169.89	081321	284252 P&R MOWER UNIT 1946
002304	BRACKMAN	MOWER	WAREH	7738	222248	2021	11	INV	P	88.92	081321	284252 P&R MOWER UNIT 2023
										1,135.55		
004299	SOUTHERN	TIRE	MART	L 2520069003	223006	2021	11	INV	P	19.95	081321	284415 P&R MOWER UNIT 1708
004299	SOUTHERN	TIRE	MART	L 2520069581	223074	2021	11	INV	P	36.00	081321	284415 P&R MOWER 21097-TIR
										55.95		
ACCOUNT TOTAL										1,191.50		
002300	639600				SIGN PAINTING							
004205	SIGNS	FIRST		H-76871	222421	2021	11	INV	P	1,036.34	081321	284407 P&R JAYCEE PARK-INS
ACCOUNT TOTAL										1,036.34		
002300	639800				TOW IN CHARGES							
003869	PEANUTS	TOWING	SERVI	097734	0	2021	11	INV	P	85.00	081321	284375 P&R TRK UNIT 21328-
003869	PEANUTS	TOWING	SERVI	098785	0	2021	11	INV	P	100.00	081321	284375 P&R TRK UNIT 18561-
										185.00		
ACCOUNT TOTAL										185.00		
002300	643000				UNIFORM RENT							
002471	CINTAS	CORPORATION	#	4091382108	0	2021	11	INV	P	152.02	081321	284264 P&R GRNDS MAINT UNI
ACCOUNT TOTAL										152.02		
002300	644900				OTHER RENT							
002471	CINTAS	CORPORATION	#	4091381848	0	2021	11	INV	P	32.43	081321	284264 P&R GRNDS MAINT MAT
047043	PORTABLE	TOILETS		80013	220932	2021	11	INV	P	277.00	081321	284386 P&R TWO QUOTE FOR R
047043	PORTABLE	TOILETS		80014	220932	2021	11	INV	P	986.00	081321	284386 P&R TWO QUOTE FOR R
047043	PORTABLE	TOILETS		80016	220932	2021	11	INV	P	406.00	081321	284386 P&R TWO QUOTE FOR R
047043	PORTABLE	TOILETS		80048	220932	2021	11	INV	P	1,098.00	081321	284386 P&R TWO QUOTE FOR R
										2,767.00		
ACCOUNT TOTAL										2,799.43		
002300	699900				SERVICES NOT SPECIFIED							
002777	FAGAN	TREE AND SPRAY		3618	222303	2021	11	INV	P	4,000.00	081321	284296 P&R ALL BALL FIELDS
004234	SMITH, JIM	SERVICES		0000091268	223009	2021	11	INV	P	1,059.97	081321	284410 P&R JAYCEE PARK-LAB

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/11 TO 2021/11											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT		CHECK	DESCRIPTION
047187	FOUR SEASONS LAWN	10808		0	2021 11	INV P		530.00	081321	284302	P&R 38TH AVE-LABOR
047187	FOUR SEASONS LAWN	10915		223002	2021 11	INV P		4,900.00	081321	284302	P&R HWY 49-LABOR TO
								5,430.00			
ACCOUNT TOTAL								10,489.97			
ORG 002300 TOTAL								48,820.40			
PKS/REC-REC.ADMIN/COM.REL.											
002315	490000										
003709	MS STATE/EMP SECURIT	MDES 202108		0	2021 11	INV P		-.31	081321	284359	UNEMPLOYMENT CLAIMS
ACCOUNT TOTAL								-.31			
002315	525000										
001002	CITY OF HATTIESBURG	7/21 FUEL 02		0	2021 11	INV P		133.60	081321	284267	7/21 FUEL USAGE ALL
ACCOUNT TOTAL								133.60			
002315	551000										
003809	OFFICE DEPOT INC	2508825808		222863	2021 11	INV P		174.83	081321	284368	P&R HPR FOOTBALL PR
004205	SIGNS FIRST	H-77164		222749	2021 11	INV P		161.80	081321	284407	P&R HPR ARTS CENTER
ACCOUNT TOTAL								336.63			
002315	560001										
002714	ECONOMY SUPPLY CO	058303		222949	2021 11	INV P		1,588.34	081321	284284	P&R HCAC BLDG MATER
002714	ECONOMY SUPPLY CO	059376		222949	2021 11	INV P		36.60	081321	284284	P&R HCAC BLDG MATER
								1,624.94			
004017	REGIONS CARDHOLDER S	1708 - 07-31-2021		0	2021 11	INV P		178.66	081321	284390	1708 - 07-31-2021 C
ACCOUNT TOTAL								1,803.60			
002315	603400										
002756	ESTERS, WILLARD (BUT	07/26/2021		0	2021 11	INV P		90.00	081321	284293	HPR CONTRACT LABOR
002829	FLETCHER, JERRY D	07/26/2021		0	2021 11	INV P		300.00	081321	284300	HPR CONTRACT LABOR
002911	GOLDEN, NICHOLAS D	07/26/2021		0	2021 11	INV P		100.00	081321	284307	HPR CONTRACT LABOR
004221	SMITH, CARLTON L	07/26/2021		0	2021 11	INV P		100.00	081321	284409	HPR CONTRACT LABOR
004460	TROTTER, COREY	07/26/2021		0	2021 11	INV P		60.00	081321	284423	HPR CONTRACT LABOR
004462	TROTTER, WILLIE	07/26/2021		0	2021 11	INV P		180.00	081321	284424	HPR CONTRACT LABOR
004540	VASQUEZ, LINDA M	07/26/2021		0	2021 11	INV P		180.00	081321	284434	HPR CONTRACT LABOR

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/11 TO 2021/11												
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION		
047547	SMITH FERNANDO	07/26/2021	0	2021 11	INV	P	300.00	081321	284408	HPR	CONTRACT	LABOR
047595	MARTIN DERRICAS	07/26/2021	0	2021 11	INV	P	120.00	081321	284343	HPR	CONTRACT	LABOR
047758	HOBSON, EUGENE	07/26/2021	0	2021 11	INV	P	200.00	081321	284319	HPR	CONTRACT	LABOR
ACCOUNT TOTAL							1,630.00					
002315	604900	OTHER PROFESSIONAL SERV.										
002540	CONNER, TOBARRA	07/26/2021	0	2021 11	INV	P	128.00	081321	284272	HPR	CONTRACT	LABOR
002965	GUTHRIE, JONI S	07/26/2021	0	2021 11	INV	P	180.00	081321	284312	HPR	Contract	Labor
003508	MARTIN, MAGDALINE	07/26/2021	0	2021 11	INV	P	60.00	081321	284344	HPR	Contract	Labor
003958	POWELL, RANDY	07/26/2021	0	2021 11	INV	P	320.00	081321	284387	HPR	CONTRACT	LABOR
004057	RJ YOUNG COMPANY	INV4356163	0	2021 11	INV	P	1,756.44	081321	284394	P&R	HPR	BEN MCNAIR
004162	SHABAZZ, AMATULLAH	07/26/2021	0	2021 11	INV	P	66.00	081321	284404	HPR	Contract	Labor
004564	WALCK, SUSAN A	07/26/2021	0	2021 11	INV	P	80.00	081321	284435	HPR	Contract	Labor
004661	WILLIAMS, MICHELLE K	3000*	0	2021 11	INV	P	3,000.00	081321	284442	P&R	HPR	ALL POOLS-A
047471	SAMMY GRAHAM LLC	0115	0	2021 11	INV	P	245.00	081321	284400	P&R	HPR	AQUATIC SER
047471	SAMMY GRAHAM LLC	0116	221905	2021 11	INV	P	1,760.00	081321	284400	PARKS AND RECREATIO		
047471	SAMMY GRAHAM LLC	H004	0	2021 11	INV	P	400.00	081321	284400	P&R	HPR	ALL POOLS S
047471	SAMMY GRAHAM LLC	H006	0	2021 11	INV	P	220.00	081321	284400	P&R	HPR	AQUATIC SER
							2,625.00					
047494	WISEMAN ERIC	07/26/2021	0	2021 11	INV	P	112.00	081321	284443	HPR	CONTRACT	LABOR
ACCOUNT TOTAL							8,327.44					
002315	630000	GAS										
004321	SPIRE ENERGY	G2021-8/4/21	0	2021 11	INV	P	40.00	081321	284417	SPIRE-VARIOUS	DEPAR	
ACCOUNT TOTAL							40.00					
002315	630500	ELECTRICITY										
003700	MS POWER COMPANY	E2021 7/30	0	2021 11	INV	P	1,174.02	081321	284357	MISSISSIPPI	POWER-V	
ACCOUNT TOTAL							1,174.02					
ORG 002315 TOTAL							13,444.98					
FUND 002 PARKS & RECREATION FUND							TOTAL:	62,265.38				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/11 TO 2021/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
009660											
009660	525000										
001002	CITY OF HATTIESBURG	7/21	FUEL	9	0	2021	11	INV P	958.05	081321	284267 7/21 FUEL USAGE ALL
									958.05		
009660	607000										
004493	U S POSTMASTER-POSTA	POSTAGE PERMIT 213	0	0		2021	11	INV P	8,000.00	081321	284427 POSTAGE PERMIT 213
									8,000.00		
009660	620000										
004050	RICOH CORP	5062281682			0	2021	11	INV P	370.36	081321	284393 CHARGES FOR PRODUCT
004050	RICOH CORP	5062483146			0	2021	11	INV P	348.81	081321	284393 CHARGES FOR PRODUCT
									719.17		
									719.17		
009660	643000										
002471	CINTAS CORPORATION # 4092304182				0	2021	11	INV P	51.00	081321	284265 S/C 8200044758 UNIF
									51.00		
									9,728.22		
009672											
009672	525000										
001002	CITY OF HATTIESBURG	7/21	FUEL	9	0	2021	11	INV P	4,764.20	081321	284267 7/21 FUEL USAGE ALL
									4,764.20		
009672	525700										
001002	CITY OF HATTIESBURG	7/21	FUEL	9	0	2021	11	INV P	94.24	081321	284267 7/21 FUEL USAGE ALL
									94.24		
009672	535500										
002729	ELKINS WHOLESALE INC	4586750100			222518	2021	11	INV P	247.60	081321	284287 RUBBER KNEE HIGH ST
002729	ELKINS WHOLESALE INC	4586750200			222518	2021	11	INV P	247.60	081321	284287 RUBBER KNEE HIGH ST
									495.20		
									495.20		
009672	540000										
004586	WARREN PAVING INC	48339			222700	2021	11	INV P	96.14	081321	284437 HOT MIX ASPHALT FOR
004586	WARREN PAVING INC	48367			222700	2021	11	INV P	297.28	081321	284437 HOT MIX ASPHALT FOR
004586	WARREN PAVING INC	48415			222700	2021	11	INV P	425.68	081321	284437 HOT MIX ASPHALT FOR
004586	WARREN PAVING INC	48489			222700	2021	11	INV P	322.58	081321	284437 HOT MIX ASPHALT FOR
004586	WARREN PAVING INC	48585			222700	2021	11	INV P	303.60	081321	284437 HOT MIX ASPHALT FOR

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/11 TO 2021/11											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
004586	WARREN PAVING INC	48691	222700	2021 11	INV	P	130.93	081321	284437	HOT MIX ASPHALT FOR	
004586	WARREN PAVING INC	48704	222700	2021 11	INV	P	84.76	081321	284437	HOT MIX ASPHALT FOR	
							1,660.97				
ACCOUNT TOTAL							1,660.97				
009672	561000	PLUMBING SUPPLIES									
002442	CENTRAL PIPE SUPPLY	S100255741-003	221875	2021 11	INV	P	145.92	081321	284260	BADGER METERS FOR W	
002442	CENTRAL PIPE SUPPLY	S100262349-003	222714	2021 11	INV	P	400.56	081321	284260	WAREHOUSE STOCK FOR	
							546.48				
ACCOUNT TOTAL							546.48				
009672	570000	MTR VEHICLE REP. PTS/SPL									
002413	CARQUEST AUTO PARTS	14758-160560	222684	2021 11	INV	P	34.93	081321	284258	REPAIR PARTS FOR #	
ACCOUNT TOTAL							34.93				
009672	636000	STREETS & STRUCTURES R&M									
004526	UTILITY SERVICE CO I	01-JUL-21	0	2021 11	INV	P	47,622.57	081321	284431	MB#1999-6/274-276:Q	
ACCOUNT TOTAL							47,622.57				
009672	639800	TOW IN CHARGES									
003389	LARRY'S WRECKER SERV	8227	0	2021 11	INV	P	135.00	081321	284338	TOW UNIT # 18564 IN	
003869	PEANUTS TOWING SERVI	098783	0	2021 11	INV	P	200.00	081321	284375	TOW IN UNIT # 11211	
ACCOUNT TOTAL							335.00				
ORG 009672 TOTAL							55,553.59				
009673	490000	W&S O&M-WATER PLANT DIVISION									
003709	MS STATE/EMP SECURIT	MDES 202108	0	2021 11	INV	P	454.59	081321	284359	UNEMPLOYMENT CLAIMS	
ACCOUNT TOTAL							454.59				
009673	525000	GAS AND OIL									
001002	CITY OF HATTIESBURG	7/21 FUEL 9	0	2021 11	INV	P	705.27	081321	284267	7/21 FUEL USAGE ALL	
ACCOUNT TOTAL							705.27				
009673	559000	OTHER OPERATING MATL/SPLY									
002215	BATTERIES PLUS BULBS	P42377431	223136	2021 11	INV	P	48.00	081321	284245	BATTERIES FOR WATER	
ACCOUNT TOTAL							48.00				
009673	570000	MTR VEHICLE REP. PTS/SPL									
002413	CARQUEST AUTO PARTS	14758-161924	223037	2021 11	INV	P	72.10	081321	284258	REPAIR PARTS FOR UN	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/11 TO 2021/11		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR	INVOICE							
ACCOUNT TOTAL						72.10		
009673 604900								OTHER PROFESSIONAL SERV.
002288 BONNER ANALYTICAL TE 74484		0	2021 11	INV	P	53.00	081321	284251 COLIFORM TESTING- 4
002288 BONNER ANALYTICAL TE 74556		0	2021 11	INV	P	1,643.00	081321	284251 AUGUST 2021 ROUTINE
						1,696.00		
ACCOUNT TOTAL						1,696.00		
009673 630500								ELECTRICITY
003700 MS POWER COMPANY E2021 7/30		0	2021 11	INV	P	20,591.86	081321	284357 MISSISSIPPI POWER-V
003873 PEARL RIVER VALLEY E 2021-07/30/2021		0	2021 11	INV	P	4,134.66	081321	284376 PEARL RIVER VALLEY
003873 PEARL RIVER VALLEY E 2021-7/27/2021		0	2021 11	INV	P	75.50	081321	284376 PEARL RIVER VALLEY
003873 PEARL RIVER VALLEY E 2021-7/28/21		0	2021 11	INV	P	48.52	081321	284376 PEARL RIVER VALLEY
						4,258.68		
ACCOUNT TOTAL						24,850.54		
009673 643500								MOP-MAT-RAG RENT
002471 CINTAS CORPORATION # 4091635714		0	2021 11	INV	P	22.11	081321	284264 SC8200044758--MOPS
002471 CINTAS CORPORATION # 4092304201		0	2021 11	INV	P	22.11	081321	284265 SC#8200044758--MOPS
						44.22		
ACCOUNT TOTAL						44.22		
009673 684500								REGISTRATION FEE/TUITION
003704 MS RURAL WATER ASSN MSRWA2021		0	2021 11	INV	P	307.00	081321	284358 MICHELLE INGRAM:SHO
ACCOUNT TOTAL						307.00		
009673 687000								CUSTODIAL SERVICE
002136 ANOINTED HANDS SERVI 6996		0	2021 11	INV	P	488.00	081321	284232 JANITORIAL SERVICES
ACCOUNT TOTAL						488.00		
ORG 009673 TOTAL						28,665.72		
009676								W&S O&M-SEWER DIVISION
009676 513000								CHEMICALS
003179 INDUSTRIAL CHEMICALS 494358		223085	2021 11	INV	P	4,950.00	081321	284325 50LB BAGS OF LIME -
047024 GREENPOINT AG HOLDIN 1214778		223090	2021 11	INV	P	92.50	081321	284308 CORNERSTONE PLUS WE
ACCOUNT TOTAL						5,042.50		
009676 525000								GAS AND OIL
001002 CITY OF HATTIESBURG 7/21 FUEL 9		0	2021 11	INV	P	553.36	081321	284267 7/21 FUEL USAGE ALL

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/11 TO 2021/11				ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL										553.36		
009676	525700	DIESEL FUEL										
001002	CITY OF HATTIESBURG	7/21	FUEL	9	0	2021	11	INV	P	273.49	081321	284267 7/21 FUEL USAGE ALL
ACCOUNT TOTAL										273.49		
009676	535500	WEARING APPAREL										
002729	ELKINS WHOLESALE INC	4586750000			222518	2021	11	INV	P	475.60	081321	284287 RUBBER KNEE HIGH ST
ACCOUNT TOTAL										475.60		
009676	545000	HAND TOOLS										
003543	MCELHANEY PLUMBING I	289231			223089	2021	11	INV	P	169.50	081321	284346 EZ REACHERS -- SEWE
ACCOUNT TOTAL										169.50		
009676	570000	MTR VEHICLE REP. PTS/SPL										
002413	CARQUEST AUTO PARTS	14758-160652			222706	2021	11	INV	P	11.25	081321	284258 REPAIR PARTS FOR JE
002700	EAGLE TIRE AND SERVI	INV057742			223116	2021	11	INV	P	1,245.49	081321	284282 REPAIRS FOR UNIT #
003861	PATTERSON AUTO ELECT	81051			223117	2021	11	INV	P	1,001.32	081321	284373 REPAIRS FOR UNIT #
003861	PATTERSON AUTO ELECT	81052			223097	2021	11	INV	P	821.35	081321	284373 REPAIRS FOR UNIT #
										1,822.67		
ACCOUNT TOTAL										3,079.41		
009676	611000	TRAVEL EXPENSE										
047858	INGRAM, MICHELLE	OT-9012			0	2021	11	INV	P	375.00	081321	284326 MICHELLE INGRAM TRA
ACCOUNT TOTAL										375.00		
009676	630500	ELECTRICITY										
003700	MS POWER COMPANY	E2021 7/30			0	2021	11	INV	P	777.14	081321	284357 MISSISSIPPI POWER-V
004282	SOUTHERN PINE ELECT	E2021-8/5/20			0	2021	11	INV	P	1,065.49	081321	284413 SOUTHERN PINE ELECT
ACCOUNT TOTAL										1,842.63		
009676	636000	STREETS & STRUCTURES R&M										
004058	RJM MCQUEEN CONTRACT	2446			0	2021	11	INV	P	5,914.00	081321	284395 MB2020-179:SEWER RE
004058	RJM MCQUEEN CONTRACT	2461			0	2021	11	INV	P	8,481.26	081321	284395 MB2020-179:SEWER RE
004058	RJM MCQUEEN CONTRACT	2462			0	2021	11	INV	P	6,665.28	081321	284395 MB2020-179:SEWER RE
004058	RJM MCQUEEN CONTRACT	2463			0	2021	11	INV	P	20,205.70	081321	284395 MB2020-179:SEWER RE
004058	RJM MCQUEEN CONTRACT	2464			0	2021	11	INV	P	7,662.40	081321	284395 MB2020-179:SEWER RE
										48,928.64		
ACCOUNT TOTAL										48,928.64		

YEAR/PERIOD: 2021/11 TO 2021/11											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
009676	638200										
002083	ALLBRITTON CHAIN SAW	11316			223056	2021 11	INV	P	26.01	081321	284228 REPAIRS ON STIHL TS
									26.01		
									ACCOUNT TOTAL		
009676	638400										
002700	EAGLE TIRE AND SERVI	INV057742			223116	2021 11	INV	P	226.00	081321	284282 REPAIRS FOR UNIT #
003861	PATTERSON AUTO ELECT	81051			223117	2021 11	INV	P	552.50	081321	284373 REPAIRS FOR UNIT #
003861	PATTERSON AUTO ELECT	81052			223097	2021 11	INV	P	680.00	081321	284373 REPAIRS FOR UNIT #
									1,232.50		
									ACCOUNT TOTAL		
									1,458.50		
009676	638600										
002083	ALLBRITTON CHAIN SAW	11308			223055	2021 11	INV	P	300.43	081321	284228 REPAIRS TO KUBOTA L
002083	ALLBRITTON CHAIN SAW	11405			223181	2021 11	INV	P	183.00	081321	284228 REPAIRS TO ASSET #
002083	ALLBRITTON CHAIN SAW	85009			223201	2021 11	INV	P	49.95	081321	284228 BATTERY FOR ASSET #
									533.38		
									ACCOUNT TOTAL		
									533.38		
009676	643000										
002471	CINTAS CORPORATION #	4091635879			0	2021 11	INV	P	184.12	081321	284264 SC#8200044758 -- UN
002471	CINTAS CORPORATION #	4092304500			0	2021 11	INV	P	219.12	081321	284265 SC#8200044758 -- UN
									403.24		
									ACCOUNT TOTAL		
									403.24		
									ORG 009676 TOTAL		
									63,161.26		
009677	513000										
002094	ALLIED UNIVERSAL COR	I1714092			222626	2021 11	INV	P	5,138.60	081321	284229 CHLORINE & SULFUR D
002094	ALLIED UNIVERSAL COR	I1714093			222626	2021 11	INV	P	3,621.45	081321	284229 CHLORINE & SULFUR D
									8,760.05		
002443	CERTIFIED LABORATORI	7447968			222820	2021 11	INV	P	18,175.00	081321	284262 EMERGE & CERTALEX F
002443	CERTIFIED LABORATORI	7453351			222975	2021 11	INV	P	21,220.80	081321	284262 CHERRY FLOW & E-100
									39,395.80		
									ACCOUNT TOTAL		
									48,155.85		
009677	525000										
001002	CITY OF HATTIESBURG	7/21 FUEL 9			0	2021 11	INV	P	224.09	081321	284267 7/21 FUEL USAGE ALL

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/11 TO 2021/11											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION	
ACCOUNT TOTAL								224.09			
009677	525700				DIESEL FUEL						
001002	CITY OF HATTIESBURG	7/21	FUEL 9	0	2021	11	INV P	387.96	081321	284267	7/21 FUEL USAGE ALL
ACCOUNT TOTAL								387.96			
009677	611000				TRAVEL EXPENSE						
003136	HOWE, ALAN	OT8979	RE	0	2021	11	INV P	208.00	081321	284322	TRAVEL EXPENSE- MML
047577	BERCH, MALCOLM	OT8980	RE	0	2021	11	INV P	1,480.52	081321	284246	TRAVEL EXPENSE: MML
ACCOUNT TOTAL								1,688.52			
009677	630500				ELECTRICITY						
003700	MS POWER COMPANY	E2021	7/30	0	2021	11	INV P	15,861.79	081321	284357	MISSISSIPPI POWER-V
003873	PEARL RIVER VALLEY	E	2021-07/30/2021	0	2021	11	INV P	1,937.60	081321	284376	PEARL RIVER VALLEY
003873	PEARL RIVER VALLEY	E	2021-7/27/2021	0	2021	11	INV P	840.88	081321	284376	PEARL RIVER VALLEY
003873	PEARL RIVER VALLEY	E	2021-7/28/21	0	2021	11	INV P	48.86	081321	284376	PEARL RIVER VALLEY
								2,827.34			
ACCOUNT TOTAL								18,689.13			
ORG 009677 TOTAL								69,145.55			
FUND 009 WATER & SEWER OPERATION/MAINT.					TOTAL:		226,254.34				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/11 TO 2021/11											
ACCOUNT/VENDOR			INVOICE		PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION	
011000					WATER & SEWER BALANCE SHEET						
011000 114000					METER SECURITY DEPOSITS						
047861	DUWANIE	JOHNSON	47853	76545	0	2021 11	INV P	75.00	081321	284281	MTR DEP REF 76454
ACCOUNT TOTAL								75.00			
ORG 011000 TOTAL								75.00			
FUND 011 WATER & SEWER FUND								TOTAL: 75.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/11 TO 2021/11									
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION	
019100			POL.FORFEITURES-POLICE DIV.						
019100 559100			OTHER OPER.MATLS-FULL R						
002764	EVIDENT INC	178759A	221343	2021 11	INV P	427.78 081321	284294	CRIME SCENE SUPPLIE	
ACCOUNT TOTAL						427.78			
ORG 019100 TOTAL						427.78			
FUND 019 POLICE FORFEITURES FUND						TOTAL:	427.78		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/11 TO 2021/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
072201						MUN.ROAD&BRIDGE-STREET DIV					
072201	601500					ENGINEERING					
003764	NEEL-SCHAFFER INC		1072834		0	2021 11	INV	P	5,700.00	081321	284366 MB 2009-6/113-117 F
004197	SHOWS DEARMAN & WAIT	22161			0	2021 11	INV	P	345.00	081321	284406 MB 2012-1/34 FEMA C
004197	SHOWS DEARMAN & WAIT	22167			0	2021 11	INV	P	345.00	081321	284406 MB 2012-1/34QUINN S
004197	SHOWS DEARMAN & WAIT	22168			0	2021 11	INV	P	980.00	081321	284406 MB 2012-1/34 FIRE S
004197	SHOWS DEARMAN & WAIT	22173			0	2021 11	INV	P	15,940.00	081321	284406 MB 2020-113 LAMAR B
004197	SHOWS DEARMAN & WAIT	22182			0	2021 11	INV	P	172.50	081321	284406 MB 2012-1/34 CROSSW
004197	SHOWS DEARMAN & WAIT	22205			0	2021 11	INV	P	6,315.00	081321	284406 MB 2013-1/48 COUNTR
									24,097.50		
						ACCOUNT TOTAL			29,797.50		
072201	601501					ENGINEERING-I&I STUDY					
004197	SHOWS DEARMAN & WAIT	22186			0	2021 11	INV	P	455.34	081321	284406 MB2020-157 LINCOLN
						ACCOUNT TOTAL			455.34		
072201	723056					GORDON'S CREEK COMMONS					
003764	NEEL-SCHAFFER INC		1072820		0	2021 11	INV	P	10,033.70	081321	284366 MB 2021-61 GORDON C
						ACCOUNT TOTAL			10,033.70		
072201	723099					OTHER STREET IMPR.					
004058	RJM MCQUEEN CONTRACT	2419			221511	2021 11	INV	P	2,000.00	081321	284395 VARIOUS STREET IMPR
004058	RJM MCQUEEN CONTRACT	2421			221511	2021 11	INV	P	1,200.00	081321	284395 VARIOUS STREET IMPR
004058	RJM MCQUEEN CONTRACT	2422			221511	2021 11	INV	P	1,500.00	081321	284395 VARIOUS STREET IMPR
									4,700.00		
						ACCOUNT TOTAL			4,700.00		
						ORG 072201 TOTAL			44,986.54		
						FUND 072 MUNICIPAL ROAD & BRIDGE			TOTAL:		44,986.54

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/11 TO 2021/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
073570				MASS TRANSIT-TRANSPORTATION							
073570	525000			GAS AND OIL							
001002	CITY OF HATTIESBURG	7/21	FUEL 73	0	2021 11	INV	P		857.48	081321	284267 7/21 FUEL USAGE ALL
				ACCOUNT TOTAL					857.48		
073570	525700			DIESEL FUEL							
001002	CITY OF HATTIESBURG	7/21	FUEL 73	0	2021 11	INV	P		8,262.66	081321	284267 7/21 FUEL USAGE ALL
				ACCOUNT TOTAL					8,262.66		
073570	571001			REPAIR PARTS - FIXED ROUTE							
002413	CARQUEST AUTO PARTS	14758157007		221488	2021 11	INV	P		166.74	081321	284258 HUB CITY TRANSIT-SU
				ACCOUNT TOTAL					166.74		
073570	571002			REPAIR PARTS - PARATRANSIT							
002413	CARQUEST AUTO PARTS	14758157007		221488	2021 11	INV	P		128.16	081321	284258 HUB CITY TRANSIT-SU
				ACCOUNT TOTAL					128.16		
073570	599000			OTHER REPAIR/MAINT. SPL.							
002413	CARQUEST AUTO PARTS	14758157007		221488	2021 11	INV	P		352.28	081321	284258 HUB CITY TRANSIT-SU
				ACCOUNT TOTAL					352.28		
073570	638400			MOTOR VEHICLE EQ. R&M							
002413	CARQUEST AUTO PARTS	14758157007		221488	2021 11	INV	P		15.58	081321	284258 HUB CITY TRANSIT-SU
				ACCOUNT TOTAL					15.58		
073570	643000			UNIFORM RENT							
002471	CINTAS CORPORATION # 4091000768			0	2021 11	INV	P		110.10	081321	284265 HCT-UNIFORM RENTAL
002471	CINTAS CORPORATION # 4091635721			0	2021 11	INV	P		198.98	081321	284265 HCT-UNIFORM RENTAL
002471	CINTAS CORPORATION # 4092304317			0	2021 11	INV	P		110.10	081321	284265 HCT-UNIFORM RENTAL
									419.18		
				ACCOUNT TOTAL					419.18		
073570	729553			BUS SHELTER INFRAS-533							
003764	NEEL-SCHAFFER INC	1072862		0	2021 11	INV	P		27,103.42	081321	284366 JUNE FEES FTA SIDEW
				ACCOUNT TOTAL					27,103.42		
				ORG 073570				TOTAL	37,305.50		
FUND 073 MASS TRANSIT FUND									TOTAL:	37,305.50	

YEAR/PERIOD: 2021/11 TO 2021/11										ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION					
075695										W&S CONSTR.-CAPITAL PROJECTS															
075695 601500										ENGINEERING															
004197 SHOWS DEARMAN & WAIT 22172										0	2021	11	INV	P	525.00	081321	284406	MB	2012-1/34	EPA RE					
004197 SHOWS DEARMAN & WAIT 22181										0	2021	11	INV	P	612.50	081321	284406	MB	2012-1/34	BURKET					
															1,137.50										
										ACCOUNT TOTAL					1,137.50										
075695 722002										LONGLEAF HEIGHTS NORTH															
004197 SHOWS DEARMAN & WAIT 22176										0	2021	11	INV	P	8,435.00	081321	284406	MB	2019-237	LONGLEA					
										ACCOUNT TOTAL					8,435.00										
075695 724529										EAST JERUSALEM AREA															
004197 SHOWS DEARMAN & WAIT 22175										0	2021	11	INV	P	3,812.50	081321	284406	MB	2019-88	EAST JER					
										ACCOUNT TOTAL					3,812.50										
										ORG 075695 TOTAL					13,385.00										
FUND 075 WATER&SEWER CONSTRUCTION FUND										TOTAL:					13,385.00										

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/11 TO 2021/11											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
077650	COMMUNITY CTR-ADMIN/GENERAL										
077650	510000	CLEANING/JANITORIAL SPLY									
002729	ELKINS WHOLESALE INC	4600770000		223044	2021 11	INV	P	781.91	081321	284287	JANITORIAL SUPPLIES
ACCOUNT TOTAL								781.91			
077650	525000	GAS AND OIL									
001002	CITY OF HATTIESBURG	07/21 FUEL 77		0	2021 11	INV	P	95.06	081321	284267	7/21 FUEL USAGE ALL
ACCOUNT TOTAL								95.06			
077650	561000	PLUMBING SUPPLIES									
003543	MCELHANEY PLUMBING I	289239		223110	2021 11	INV	P	74.94	081321	284346	WATER FOUNTAIN REPA
ACCOUNT TOTAL								74.94			
077650	570000	MTR VEHICLE REP. PTS/SPL									
002413	CARQUEST AUTO PARTS	14758-161952		223041	2021 11	INV	P	15.09	081321	284258	PARKS & REC UNIT 18
ACCOUNT TOTAL								15.09			
077650	604900	OTHER PROFESSIONAL SERV.									
003256	JOHNSON CONTROLS, IN	36115288		0	2021 11	INV	P	536.98	081321	284331	CUL.CNTR SECURITY 0
ACCOUNT TOTAL								536.98			
077650	630000	GAS									
004321	SPIRE ENERGY	G2021-8/4/21		0	2021 11	INV	P	176.21	081321	284417	SPIRE-VARIOUS DEPAR
ACCOUNT TOTAL								176.21			
077650	630500	ELECTRICITY									
003700	MS POWER COMPANY	E2021 7/30		0	2021 11	INV	P	4,475.51	081321	284357	MISSISSIPPI POWER-V
ACCOUNT TOTAL								4,475.51			
077650	638000	FIXED EQUIPMENT R&M									
047316	THE SERVICE COMPANY	82610		0	2021 11	INV	P	159.00	081321	284419	AFTER HOUR SERVICE
ACCOUNT TOTAL								159.00			
077650	643000	UNIFORM RENT									
002471	CINTAS CORPORATION #	4089007272		0	2021 11	INV	P	109.48	081321	284264	UNIFORM RENTAL SC#8
002471	CINTAS CORPORATION #	4089685536		0	2021 11	INV	P	109.48	081321	284264	UNIFORM RENTAL SC#8
002471	CINTAS CORPORATION #	4090332225		0	2021 11	INV	P	115.54	081321	284264	UNIFORM RENTAL SC#8
002471	CINTAS CORPORATION #	4091001359		0	2021 11	INV	P	114.18	081321	284264	UNIFORM RENTAL SC#8
								448.68			
ACCOUNT TOTAL								448.68			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/11 TO 2021/11									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
		ORG 077650	TOTAL			6,763.38			
FUND 077	COMMUNITY CENTERS'	FUND	TOTAL:			6,763.38			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/11 TO 2021/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
082285				CDBG-ENTITLEMENTS							
082285	500300			PAPER							
004328	STAPLES	3484001574		223138	2021	11	INV	P	49.98	081321	284418 OFFICE SUPPLIES & P
				ACCOUNT TOTAL					49.98		
082285	501000			OTHER EXPENDABLE				OFF.SPL			
004328	STAPLES	3484001574		223138	2021	11	INV	P	92.75	081321	284418 OFFICE SUPPLIES & P
004328	STAPLES	3484001575		223138	2021	11	INV	P	21.47	081321	284418 OFFICE SUPPLIES & P
									114.22		
				ACCOUNT TOTAL					114.22		
082285	525000			GAS AND OIL							
001002	CITY OF HATTIESBURG	7/21/ FUEL 82		0	2021	11	INV	P	225.09	081321	284267 7/21 FUEL USAGE AL
				ACCOUNT TOTAL					225.09		
082285	570000			MTR VEHICLE REP.				PTS/SPL			
004514	UNIVERSITY TIRE & SE	INV179492		223139	2021	11	INV	P	220.94	081321	284430 REAR BRAKES, UNIT 1
				ACCOUNT TOTAL					220.94		
082285	638400			MOTOR VEHICLE EQ.				R&M			
004514	UNIVERSITY TIRE & SE	INV179492		223139	2021	11	INV	P	128.97	081321	284430 REAR BRAKES, UNIT 1
				ACCOUNT TOTAL					128.97		
082285	684000			DUES AND MEMBERSHIPS							
047857	NATL COMMUNITY DEVEL	FY22-100DUES		0	2021	11	INV	P	550.00	081321	284365 CITY OF HATTIESBURG
				ACCOUNT TOTAL					550.00		
				ORG 082285	TOTAL				1,289.20		
FUND 082 COMMUNITY DEVELOP. BLOCK GRANT					TOTAL:		1,289.20				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/11 TO 2021/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
086300				SPEC SALES TAX/RECREATION MAIN							
086300	729504			SULLIVAN PARK SPLASH PA							
	047557	VANCE ABIGAIL		SULLIVAN PARK FINAL	0	2021	11	INV P	9,126.77	081321	284433 MB 2020-353 SULLIVA
	047557	VANCE ABIGAIL		SULLIVAN PARK NO.2	0	2021	11	INV P	93,023.38	081321	284433 MB 2020-353 SULLIVA
									102,150.15		
				ACCOUNT TOTAL					102,150.15		
086300	729506			HBURG AMERICAN ARTS CENTER							
	003772	NEWELL PAPER COMPANY	4112565	222755		2021	11	INV P	355.44	081321	284367 HBURG ARTS CENTER-E
	047439	ROWELL ROOFING INC		REROOF PH II NO. 3	0	2021	11	INV P	25,457.05	081321	284398 MB 2020-353 HBURG A
				ACCOUNT TOTAL					25,812.49		
086300	729544			TATUM PARK LIGHTS-FIELDS	13/15						
	003764	NEEL-SCHAFFER INC	1072835		0	2021	11	INV P	1,494.12	081321	284366 MB 2011-4/307 TATUM
				ACCOUNT TOTAL					1,494.12		
				ORG 086300	TOTAL				129,456.76		
				FUND 086	SPEC SALES TAX P&R/UNIV IMPROV				TOTAL:		129,456.76

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/11 TO 2021/11												
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
088603					PUBLIC SAFETY/REC CONSTRUCTION							
088603 710022					POLICE DEPARTMENT							
004197	SHOWS DEARMAN & WAIT			22180	0	2021	11	INV	P	10,867.50	081321	284406 MB 2012-1/34 SITE P
ACCOUNT TOTAL									10,867.50			
088603 729501					HALL AVENUE OVERPASS							
003764	NEEL-SCHAFFER INC			1072830	0	2021	11	INV	P	10,105.74	081321	284366 MB 2019-332 HALL AV
003764	NEEL-SCHAFFER INC			1072833	0	2021	11	INV	P	1,718.80	081321	284366 MB 2019-115 HALL AV
									11,824.54			
ACCOUNT TOTAL									11,824.54			
ORG 088603						TOTAL		22,692.04				
FUND 088				PUBLIC SAFETY/REC CONSTRUCTION				TOTAL:		22,692.04		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/11 TO 2021/11									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
095635			2019	FIRE STATION CONSTRUCTION					
095635	732000			HOUSEHOLD FURN/EQUIP.					
002613	DAKTECH COMPUTERS	INV0342746	221458	2021 11	INV P	4,076.00	081321	284276	DISCOVERY H410 DESK
				ACCOUNT TOTAL		4,076.00			
			ORG 095635	TOTAL		4,076.00			
FUND 095 GENERAL FUND-G/G INS.OTH SER						TOTAL:	4,076.00		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/11 TO 2021/11									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
097201								INFRA IMPROVE-INTRNT SALES TAX	
097201	721002							CAMPBELL LOOP BRIDGE	
004197	SHOWS DEARMAN & WAIT 22164	0	2021	11	INV P	2,652.50	081321	284406	MB 2020-283 CAMPBEL
047493	HOLLIDAY CONSTRUCTIO CAMPBELL LOOP NO. 2	0	2021	11	INV P	110,430.23	081321	284321	MB PENDING CAMPBELL
					ACCOUNT TOTAL	113,082.73			
					ORG 097201 TOTAL	113,082.73			
FUND 097 INFRA IMPROVE-INTRNT SALES TAX TOTAL:						113,082.73			

** END OF REPORT - Generated by Sherry Jackson **

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6050sjackson

City of Hattiesburg, MS
A/P CASH DISBURSEMENTS JOURNAL
JOURNAL ENTRIES TO BE CREATED

P 40
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FUND		DUE TO	DUE FR
001	General Fund		633,179.13
002	PARKS & RECREATION FUND		62,390.38
005	HATT. MUNICIPAL FIRE PROTECTION		33,590.45
009	WATER & SEWER OPERATION/MAINT.		264,125.62
011	WATER & SEWER FUND		532.84
019	POLICE FORFEITURES FUND		6,927.78
072	MUNICIPAL ROAD & BRIDGE		44,986.54
073	MASS TRANSIT FUND		37,605.50
075	WATER&SEWER CONSTRUCTION FUND		13,385.00
077	COMMUNITY CENTERS' FUND		8,573.38
082	COMMUNITY DEVELOP. BLOCK GRANT		1,289.20
086	SPEC SALES TAX-P&R/UNIV IMPROV		129,456.76
088	PUBLIC SAFETY/REC CONSTRUCTION		22,692.04
095	2019 FIRE STATION CONSTRUCTION		4,076.00
097	INFRA IMPROVE-INTRNT SALES TAX		113,082.73
801	CLAIMS FUND		
		1,375,893.35	
	TOTAL	1,375,893.35	1,375,893.35

** END OF REPORT - Generated by Sherry Jackson **