



**Tuesday, December 21, 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. 2021-1427** Approve the minutes for the December 6 & 7, 2021 meetings of the City Council.
- 2. 2021-1423** Adopt an Ordinance for the petition filed by The City of Hattiesburg to establish the zoning classification for certain un-zoned properties located along J. Ed Turner Drive (Parcel 052B-03-004.101, 052B-03-004.102, 052B-03-004.103, 052B-03-004.104; PPIN 33783, 33784, 33785, 33786; Lamar Co., Ward 1) Section 4.5.3, R-1A (Residential) District. The Planning Commission recommended to Approve on December 1, 2021.
- 3. 2021-1422** Adopt an Ordinance for the petition filed by Creed Group Communities, LLC, Applicant, and Hulett-Winstead Funeral Home, owner, Cloud Nine Properties, LLC, owner, to change the zoning classification for a certain property located along N 28th Ave and Northwood Dr (US 49 N service road) (Parcel 2-028B-05-096.00, 2-028B-05-097.00; PPIN 26048, 26051, Forrest Co., Ward 1) from Section 4.5.10 B-3 (Community Business) District to Section 4.5.7, R-3 (Multi-Family Residential) District. The Planning Commission recommended to Approve on December 1, 2021.
- 4. 2021-1424** Adopt an Ordinance for the petition filed by The City of Hattiesburg to close and vacate a portion of Fredna Avenue, which is located west of Richard Collins Dr., east of Dabbs St, North of Ruby Ave, and South of May Ave (Ward 2). The Planning Commission recommended to Approve on December 1, 2021.
- 5. 2021-1420** Adopt an Ordinance for the petition filed by Greg Hodges, Representative, John C. Anglin, Engineer, and Merchants & Marine Bank, Owner to change the zoning classification at 4607 Hardy St (Parcel 051Q-12-001.000, PPIN 21451, Lamar Co., Ward 3) from Section 4.5.13 I-1 (Light Industrial) District to Section 4.5.12, B-5 (Regional Business) District. The Planning Commission recommended to Approve on December 1, 2021.
- 6. 2021-1425** Approve or Deny a petition filed by Greg Hodges, Representative, John C. Anglin, Engineer, and Merchants & Marine Bank, Owner, to request a variance from section 6, Table 6.1 "Minimum Front Setback" for B-5, "30 feet", and instead allow a setback of 10 feet for a variance of 20 feet along Coca-Cola Ave for a proposed building to be located at 4607 Hardy Street (Parcel 051Q-12-001.000, PPIN 21451, Lamar Co., Ward 3). The Board of Adjustment recommended to Approve on December 1, 2021.

7. **2021-1421** Approve or Deny a petition filed Chad Edmonson, Representative, and Trace 4th St. LLC, Owner, to request a Conditional Use as “Restaurant, without Drive-thru” in B-2 (Neighborhood Business) District for a property located at 1015 Main Street (Parcels 2-029G-03-529.00, 2-029G-03-611.00, 2-029G-03-608.00; PPINs 18827, 18814, 18817; Ward 2). The Planning Commission recommended to Approve on December 1, 2021.
8. **2021-1426** Approve or Deny a petition filed by Justin Woodward, Representative, and Roddy Rumbley, Owner, to request a variance from section 10, Table 10.6 “Minimum Front Sign Setback” for a pole sign in B-5, “10 ft” and instead allow a sign setback of 0 feet for a variance of 10 feet along US HWY 98 W for a proposed sign to be located at 6439 US HWY 98 W (Parcel 052N-09-032.001, PPIN 35094, Lamar Co., Ward 3). The Board of Adjustment recommended to Approve on December 1, 2021.
9. **2021-1428** Adopt a Resolution establishing petty cash funds effective December 21, 2021 and approve issuance of a manual check to each custodian as of October 1, 2021.
10. **2021-1433** Adopt a Resolution authorizing Requisition No. 87 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.
11. **2021-1430** Approve Change Order for flooring material changes and electrical changes for the Hattiesburg Public Safety Complex in the amount of \$46,842.12 and \$10,044.27 respectively.
12. **2021-1416** Approve letter of engagement with Landarc Consulting Group, Inc., to provide professional conceptual design services for Hardy Street/I-59 Street Interchange
13. **2021-1417** Approve agreement between City of Hattiesburg and South Mississippi Planning and Development District to provide financial consultation professional services for a period of one year beginning January 1, 2022.
14. **2021-1432** Approve Professional Services Agreement with Neel-Schaffer, Inc. for engineering services related to the Highway 49 Roadway Lighting Project and authorize the Mayor to execute in duplicate.
15. **2021-1434** Approve an amendment to the Professional Services Agreement with Neel-Schaffer, Inc. for the creation of a Transit Master Plan, extending the duration of agreement, and authorize the Mayor to execute the same.
16. **2021-1413** Approve Supplemental Agreement No. 1 with Walker Construction, LLC for the St. Annes Drive Culvert Repair project (FEMA DR-4415-MS) increasing the contract amount by \$21,341.60 for a total contract amount of \$228,657.60; Authorize Mayor to execute in duplicate.
17. **2021-1406** Approve professional services agreement with Shows, Dearman and Waits, Inc. for engineering services related to the Highway 42 Overlay project and authorize Mayor to execute in duplicate.
18. **2021-1377** Approve Street Light Agreement with Mississippi Power Company for additional lighting at 419 S 22nd Avenue for a monthly cost increase of \$8.43, and authorize the Mayor to execute the same.

19. **2021-1405** Authorize designation of Sharon Hensarling as Applicant Agent to execute for and in behalf of the City of Hattiesburg, applications for the purpose of obtaining and administering certain federal financial assistance under the Disaster Relief Act of 1974, as amended by Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, in regards to Hurricane Ida, designated disaster 4626DR-MS (4626) Hurricane Ida Emergency Protective Measures, which occurred August 29, 2021, and to file applications with the Governor's authorized representative.
20. **2021-1415** Acknowledge request of renewal of appropriation from Southern Mississippi Symphony Orchestra and the Arts Institute of Mississippi for the 2021-2022 fiscal year and authorize payment of the same.
21. **2021-1418** Acknowledge receipt of closing documents for the Comprehensive Water Improvements Phase II - Palmers Crossing & Irene Chapel project and approve Supplemental Agreement No. 1 with C. B. Developers, Inc. to add items and adjust quantities to actual, making the final contract total \$2,221,158.72; Authorize Mayor to execute Supplemental Agreement No. 1 in triplicate; Authorize final acceptance of the project and issuance of a manual check to C. B. Developers, Inc. in payment of final pay application.
22. **2021-1419** Acknowledge receipt of closing documents for the Infrastructure Rehabilitation - Arledge Street & Katie Avenue project and approve Supplemental Agreement No. 1 with C. B. Developers, Inc. to add items and adjust quantities to actual, making the final contract total \$996,280.48; Authorize Mayor to execute Supplemental Agreement No. 1 in triplicate; Authorize final acceptance of the project and issuance of a manual check to C. B. Developers, Inc. in payment of final pay application.
23. **2021-1414** Acknowledge receipt of closing documents for the Hardy Street and Concart Street Drainage and Sidewalk Improvements project and Authorize final acceptance of project; Authorize issuance of manual check in payment of final pay application to Gulf South Construction, LLC.
24. **2021-1407** Acknowledge bids received October 28, 2021 for the Hall Avenue East Project and accept the bid of R & J Construction, Inc. in the amount of \$13,637,834.93; Authorize Mayor to execute contracts when prepared.
25. **2021-1411** Acknowledge bids received December 2, 2021 for the Water Plant #1 Rehabilitation - Phase I project and reject all bids received; Authorize for re-advertisement of bids.
26. **2021-1410** Acknowledge bids received November 18, 2021 for the Hattiesburg Public Safety Complex Landscaping project and accept the bid of Four Seasons Lawn and Landscape, LLC as revised by the attached letter in the amount of \$490,793.71; Authorize Mayor to execute contracts when prepared.
27. **2021-1412** Acknowledge one bid received December 2, 2021 for the Elaine Circle Retaining Wall project and reject said bid due to cost being well above Engineer's cost estimate; Authorize re-advertisement for bids.
28. **2021-1408** Acknowledge receipt of fully executed and recorded deed from Sarah N. Smith and Ronnie Smith for a portion of a parcel of property identified as Forrest County Parcel No. 2-029P-10-302.00 (PPIN 019192) for the Hall Avenue Roundabout Project.
29. **2021-1436** Adopt Resolution requesting the Legislature of the State of Mississippi to enact a local

and private bill to extend the repealer imposed on the Hattiesburg Tourism Commission and the special tax levied therefore, to July 2026.

30. 2021-1437 Adopt a Resolution requesting the Legislature of the State of Mississippi to enact a local and private bill enabling the City of Hattiesburg, Mississippi, to extend the repealer imposed on the Special 1% Tax levied on the gross proceeds from hotel/motel overnight room rentals and restaurants, excluding restaurants with gross sales less than \$100,000 annually, which proceeds are divided by the City of Hattiesburg and the University of Southern Mississippi to July 1, 2026.

ROUTINE AGENDA

1. 2021-1404 Ratification of Release of Lien documents filed in relation to Code Enforcement clean-up assessments.
2. 2021-1397 Acknowledge Proof of Publications for Hub City Spokes for the month of November 2021.
3. 2021-1398 Acknowledge receipt of the Privilege Tax License monthly report for November 2021.
4. 2021-1402 Acknowledge receipt of a grant award from the U.S. Department of Housing & Urban Development in connection with the 2021 allocation of both CDBG and HOME grant funds and ratification of the Grant Agreement.
5. 2021-1409 Approve and authorize issuance of manual checks for CDBG Program Claims per attached Memorandum. {Entitlement CDBG}
6. 2021-1382 Approve and authorize publication of Notice for Request for Qualifications for Qualified Eligible Contractors for the City of Hattiesburg's CDBG/HOME Programs {Entitlement}
7. 2021-1435 Approve Specifications and Authorize publication of Advertisement for one (1) or more Chasis Mounted 24 Yard Automated Side Loading Refuse Collection Garbage Truck(s).
8. 2021-1401 Approve the City's purchase of (1) one grave space, located in Section 39, Lot 131, the North Half (N1/2) of the Southeast Quarter (SE (1/4) at Highland Cemetery, Minute book# and page# 2020-273, in the amount of \$175.00 from Pranati S. Johnson, Authorize manual check for the same.
9. 2021-1403 Approve the sale of grave spaces per attached Memo's, Receipts, and Deeds.
10. 2021-1431 Approve claims docket for the period ending December 17, 2021.

In Memoriam:

- Ms. Brenda Pollard
- Ms. Marian McIntyre Pierce
- Mrs. Essie Robinson Musgrove
- Mr. Joseph Thames
- Ms. Kieta Mccarty
- Mrs. Doris Little
- Ms. Karlynn Hughes Courtney

Meeting Adjourn



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ronda Cole, Clerk of Council
cc:
Date: Tuesday, December 21, 2021
Re: Approve the minutes for the December 6 & 7, 2021 meetings of the City Council.
File Number: 2021-1427
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 December 21, 2021 City Council meeting for consideration.

Published Agenda



Monday, December 6, 2021	City Council	Council Chambers
4:00 PM	Monday Meeting Agenda	200 Forrest Street

Call to Order

Agenda Review

Work Session

1. **2021-1381** Discussion regarding jail contract between City of Hattiesburg and Forrest County, requested by Councilwoman Deborah Delgado.

Citizens' Forum

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, December 6, 2021**, in Council Chambers at City Hall; same being from a closed public hearing held on November 30, 2021.

Those present included Mayor Toby Barker and members of the City Council: Jeffrey George, Ward 1; Deborah Delgado, Ward 2 (via teleconference); Carter Carroll, Ward 3; 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. Kennedy; Deputy Clerk of Council, Lisa Luu Jolly; 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.

The Council Clerk read aloud amendments to the agenda.

- Delete Policy Agenda Item #6, at the request of the Administration.
- Add Policy Agenda Items #15, #16 and #17, at the request of the Administration.

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

Work Session

Council President Carroll proceeded with the Work Session.

Council member Delgado asked her work session item be moved to January 2022.

1. **2021-1381** Discussion regarding jail contract between City of Hattiesburg and Forrest County, requested by Councilwoman Deborah Delgado.

Citizens' Forum

Council Vice President George proceeded with the Citizens' Forum.

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

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

Council Vice President George closed the Citizen Forum.

Meeting Recess

Council President Carroll declared the **meeting recessed at 4:27p.m., this 6th day of December, 2021,**
by unanimous consent, until the 7th day of December, 2021.

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor

Published Agenda



**Monday, December 7, 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. **2021-1379** Approve the minutes for the November 15 & 16, 2021 meetings of the City Council and the November 16, 18, 22, 29 & 30, 2021 redistricting public hearings.
2. **2021-1376** Adopt the December 7, 2021 amendments to the budget for the City of Hattiesburg for fiscal year ending September 30, 2022 and adopt Resolution authorizing publication of amendments for funds in excess of 10% of the originally appropriated fund balance.
3. **2021-1360** Adopt a Resolution authorizing Requisition No. 86 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.
4. **2021-1380** Approve Professional Services Agreement with Shows, Dearman and Waits, Inc. for engineering services related to the Edwards Street Infrastructure Improvements project, and authorize the Mayor to execute in duplicate.
5. **2021-1361** Approve Right-of-Way Agreement with Norfolk Southern Railroad for the Hattiesburg Downtown Railroad Innovation Project (a.k.a. Hall Avenue Project) and authorize the Mayor to execute in triplicate.
6. **2021-1364** Approve Right-of-Way Agreement with Canadian National Railroad for the Hattiesburg Downtown Railroad Innovation Project (a.k.a. Hall Avenue Project) and authorize the Mayor to execute in triplicate (request to delete).
7. **2021-1365** Approve Supplemental Agreement No. 4 with ARE Engineering Consultants for preliminary and design engineering services related to the Taxiway A Realignment, Improvements & Signage project and authorize the Mayor to execute in duplicate.
8. **2021-1353** Approve Lighting Agreement with Mississippi Power Company for additional lighting at 203 Annie Lane with a monthly increase of \$8.43, and authorize the Mayor to execute the same.
9. **2021-1355** Approve the MS Department of Environmental Quality (MDEQ) Solid Waste Assistance Grant Agreement in the amount of \$75,000.00 to fund a Household

Hazardous Waste “Right Way to Throw Away Day.”, with matching city funds of \$25,000; and authorize the Mayor to execute in duplicate.
10. **2021-1356** Approve the MS Department of Wildlife, Fisheries, and Parks (MDWFP) Land and Water Conservation Fund Grant Award, to help fund property acquisition and development of Midtown Green Park, for a total project cost of \$1,000,000 (\$500,000 federal share and \$500,000 local share); and authorize the Mayor to execute in duplicate.
11. **2021-1367** Acknowledge bids received November 18, 2021 for the reverse auction of Men's & Women's Lockers and Day Lockers for the Public Safety Complex and accept the bid from Tab Products Co., LLC in the amount of \$84,995.00.
12. **2021-1368** Acknowledge bids received November 18, 2021 for the reverse auction of Police Dispatch Consoles for the Public Safety Complex and accept the bid from Evans Consoles Inc. in the amount of \$136,326.06.
13. **2021-1366** Acknowledge receipt of an Airport Rescue Grant (ARPA KW2022) in the amount of \$32,000.00 from the Federal Aviation Administration (FAA) and ratify the Mayor's signature on the associated Grant Agreement.
14. **2021-1378** Authorize the Mayor to consent and approve and the City Clerk to attest the attached Assignment and Assumption of Lease from The Merchants Company to MFSM LLC, as provided for in the Lease dated July 22, 1957, entered into by and between the City of Hattiesburg, Mississippi, as Lessor, and Dixie Aluminum Corporation, as Lessee, (the “1957 Lease”), which was recorded in Land Deed Book 188 at Page 382 in the Office of the Chancery Clerk of Forrest County, Mississippi, and in the Supplemental Lease Agreement dated November 1, 1986, entered into by and between the City of Hattiesburg, Mississippi, as Issuer, and The Merchants Company, as Company, (the “Supplemental Lease”), which was recorded in Land Deed Book 578 at Page 305 in the Office of the Chancery Clerk of Forrest County, Mississippi.

- 15. 2021-1396 Authorize City Attorney to execute two Subdivision Settlement Participation Forms in connection with Opioid litigation.
- 16. 2021-1399 Ratify the Industrial Park Commission's approval of a land transaction within the Industrial Park for economic development and authorize the Mayor to execute any required documents on behalf of the City.
- 17. 2021-1400 Resolution of the City Council of the City of Hattiesburg, Mississippi authorizing and approving the Mayor, on behalf of the City, executing and delivering a grant application to and entering into a grant agreement with the Mississippi Development Authority in order to receive a grant in the amount of \$1,500,000.00 on behalf of the City from the Mississippi Development Authority for the purpose of completing infrastructure related to the development of a new headquarters to be located at Midtown in the City for the Jones Family of Companies and thus enhancing economic development through the construction or improvement of highways or highway segments; and for related purposes.

ROUTINE AGENDA

- 1. 2021-1357 Ratification of submitted grant application to the Federal Transit Administration (FTA) FY 2021 Grants for Buses and Bus Facilities Program to fund a transfer facility, sidewalks, ADA accessibility features, crosswalks, and pedestrian signals at selected bus stop locations, for a total project cost estimated at \$2,922,000 (\$2,045,400 federal share and \$876,600 local share).
- 2. 2021-1354 Acknowledge Proof of Publications for the Clarion Ledger for the month of October 2021.
- 3. 2021-1359 Acknowledge receipt of the two quote docket for the period of October 25, 2021 through November 28, 2021 as provided for in 31-7-13(b) of the Mississippi Code of 1972.
- 4. 2021-1358 Acknowledge update to the performance period of the U.S. Department of Housing and Urban Development (HUD) Lead Hazard Reduction Grant Program and Healthy Homes Supplement Grant Agreement. Period of performance was revised from November 1, 2021 through April 30, 2025, to November 15, 2021 through May 14, 2025.
- 5. 2021-1370 Authorize publication of a Request for Proposals from qualified firms for the creation of a Master Plan for future development in the vicinity of North 25th and North 26th Avenues.
- 6. 2021-1362 Approve and authorize issuance of manual checks for CDBG/HOME Program Claims per attached Memorandum. {Entitlement CDBG/HOME}
- 7. 2021-1363 Approve plans and specifications for the demolition of up to three (3) structures pursuant to the code enforcement process provided for in MCA 21-19-11 and authorize advertisement for bids for the same.
- 8. 2021-1371 Approve the amendment to the Hub City Transit Public Transportation Agency Safety Plan (HCT-PTASP) and acknowledge that this plan meets the requirements of 49 CFR Part 673, Federal Transit Administration regulation.
- 9. 2021-1372 Approve the amendment to the Hub City Transit Title VI LEP Plan with changes to the Title VI Coordinator position designation.
- 10. 2021-1373 Approve the amendment to the City of Hattiesburg DBE Program, with changes made on Section 26.25 DBE Liaison Officer (DBELO).
- 11. 2021-1374 Approve the change in position designation for the American with Disabilities Act (ADA) Program Coordinator.
- 12. 2021-1375 Approve claims docket for the period ending November 30, 2021.

- In Memoriam:**
- Mrs. Arlyn Trussell
 - Mrs. Arlena Naylor
 - Mr. S.F. Carlisle, Jr.
 - Mr. Jere Gunn
 - Mr. Joseph Barnes

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, December7, 2021**, in Council Chambers at City Hall; same being from a recessed meeting held on December 6, 2021.

Those present included Mayor Toby Barker and members of the City Council: Jeffrey George, Ward 1; Deborah Delgado, Ward 2 (via teleconference); Carter Carroll, Ward 3; 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. Kennedy; Deputy Clerk of Council, Lisa Luu Jolly; City staff members; the media; and the public.

Council President Carroll called the meeting to order.

Call to Prayer and Pledge of Allegiance

The prayer was given by Pastor Michael Jordan of Mt. Olive Baptist Church.

The Pledge of Allegiance was led by Council President Carroll.

Presentation Agenda

The PRESENTATION AGENDA came before the Council.

There were no presentations at this time.

POLICY AGENDA

The POLICY AGENDA came before the Council.

1. **2021-1379** Approve the minutes for the November 15 & 16, 2021 meetings of the City Council and the November 16, 18, 22, 29 & 30, 2021 redistricting public hearings.

Attachments: 11-15-2021 Unsafe PH, AR, Mins
 11-16-2021 Mins
 11-16-2021 Ward 4 Redistricting PH Mins.
 11-18-2021 Ward 5 Redistricting PH Mins
 11-22-2021 Ward 1 Redistricting PH Mins
 11-29-2021 Ward 2 Redistricting PH Mins
 11-30-2021 Ward 3 Redistricting PH Mins

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Approve the minutes for the November 15 & 16, 2021 meetings of the City Council and the November 16, 18, 22, 29 & 30, 2021 redistricting public hearings.

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

2. **2021-1376** Adopt the December 7, 2021 amendments to the budget for the City of Hattiesburg for fiscal year ending September 30, 2022 and adopt Resolution authorizing publication of amendments for funds in excess of 10% of the originally appropriated fund balance.

Attachments: Dec 7 budget amendments (updated)

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Adopt the December 7, 2021 amendments to the budget for the City of Hattiesburg for the fiscal year ending September 30, 2022 and adopt Resolution (#2021-127) authorizing publication of amendments for funds in excess of 10% of the originally appropriated fund balance.

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

Yeas: 4 - George, Carroll, Ware and Brown

Nays: 1 - Delgado

3. **2021-1360** Adopt a Resolution authorizing Requisition No. 86 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

Attachments: 2016 Bond Resolution No. 86
Project Resolution Requisition 2016 Bonds No. 86

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Adopt a Resolution (#2021-128) authorizing Requisition No. 86 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

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

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

Nays: 0

4. **2021-1380** Approve Professional Services Agreement with Shows, Dearman and Waits, Inc. for engineering services related to the Edwards Street Infrastructure Improvements project, and authorize the Mayor to execute in duplicate.

Attachments: 12217_Contract

A MOTION was made by Council Member Brown and seconded by Council Vice President George to Approve Professional Services Agreement with Shows, Dearman and Waits, Inc. for engineering services related to the Edwards Street Infrastructure Improvements project, and authorize the Mayor to execute in duplicate.

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

5. **2021-1361** Approve Right-of-Way Agreement with Norfolk Southern Railroad for the Hattiesburg Downtown Railroad Innovation Project (a.k.a. Hall Avenue Project) and authorize the Mayor to execute in triplicate.

Attachments: 2021-11-11_NS-FRA edits (clean)_Rev Draft City-NS Sect 22905 ROW
Agmnt_Hattiesburg MS FY19 CRISI

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Approve Right-of-Way Agreement with Norfolk Southern Railroad for the Hattiesburg Downtown Railroad Innovation Project (a.k.a. Hall Avenue Project) and authorize the Mayor to execute in triplicate.

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

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

Nays: 0

6. **- Deleted -**

7. **2021-1365** Approve Supplemental Agreement No. 4 with ARE Engineering Consultants for preliminary and design engineering services related to the Taxiway A Realignment, Improvements & Signage project and authorize the Mayor to execute in duplicate.

Attachments: HBG2022DesignContract

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

Approve Supplemental Agreement No. 4 with ARE Engineering Consultants for preliminary and design engineering services related to the Taxiway A Realignment, Improvements & Signage project and authorize the Mayor to execute in duplicate.

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

8. **2021-1353** Approve Lighting Agreement with Mississippi Power Company for additional lighting at 203 Annie Lane with a monthly increase of \$8.43, and authorize the Mayor to execute the same.

Attachments: MS Power-203 Annie Lane Street Light Authorization

A MOTION was made by Council Member Brown and seconded by Council Vice President George to Approve Lighting Agreement with Mississippi Power Company for additional lighting at 203 Annie Lane with a monthly increase of \$8.43, 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

9. **2021-1355** Approve the MS Department of Environmental Quality (MDEQ) Solid Waste Assistance Grant Agreement in the amount of \$75,000.00 to fund a Household Hazardous Waste “Right Way to Throw Away Day.”, with matching city funds of \$25,000; and authorize the Mayor to execute in duplicate.

Attachments: City of Hattiesburg SWC#568

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Approve the MS Department of Environmental Quality (MDEQ) Solid Waste Assistance Grant Agreement in the amount of \$75,000.00 to fund a Household Hazardous Waste “Right Way to Throw Away Day.”, with matching city funds of \$25,000; and authorize the Mayor to execute in duplicate.

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

10. **2021-1356** Approve the MS Department of Wildlife, Fisheries, and Parks (MDWFP) Land and Water Conservation Fund Grant Award, to help fund property acquisition and development of Midtown Green Park, for a total project cost of \$1,000,000 (\$500,000 federal share and \$500,000 local share); and authorize the Mayor to execute in duplicate.

Attachments: Midtown Green Award Letter

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Approve the MS Department of Wildlife, Fisheries, and Parks (MDWFP) Land and Water Conservation Fund Grant Award, to help fund property acquisition and development of Midtown Green Park, for a total project cost of \$1,000,000 (\$500,000 federal share and \$500,000 local share); and authorize the Mayor to execute in duplicate.

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

- 11. 2021-1367** Acknowledge bids received November 18, 2021 for the reverse auction of Men's & Women's Lockers and Day Lockers for the Public Safety Complex and accept the bid from Tab Products Co., LLC in the amount of \$84,995.00.

Attachments: Police Lockers
TAB
Penco-color-chart

A MOTION was made by Council Member Brown and seconded by Council Vice President George to Acknowledge bids received November 18, 2021 for the reverse auction of Men's & Women's Lockers and Day Lockers for the Public Safety Complex and accept the bid from Tab Products Co., LLC in the amount of \$84,995.00.

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

- 12. 2021-1368** Acknowledge bids received November 18, 2021 for the reverse auction of Police Dispatch Consoles for the Public Safety Complex and accept the bid from Evans Consoles Inc. in the amount of \$136,326.06.

Attachments: Police Dispatch Consoles
Evans
Design Matters

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Acknowledge bids received November 18, 2021 for the reverse auction of Police Dispatch Consoles for the Public Safety Complex and accept the bid from Evans Consoles Inc. in the amount of \$136,326.06.

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

- 13. 2021-1366** Acknowledge receipt of an Airport Rescue Grant (ARPA KW2022) in the amount of \$32,000.00 from the Federal Aviation Administration (FAA) and ratify the Mayor's signature on the associated Grant Agreement.

Attachments: HBG-SOG-3-28-0031-031-2022-Grant Agreement (part 1) – signed

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Acknowledge receipt of an Airport Rescue Grant (ARPA KW2022) in the amount of \$32,000.00 from the Federal Aviation Administration (FAA) and ratify the Mayor's signature on the associated Grant Agreement.

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

- 14. 2021-1378** Authorize the Mayor to consent and approve and the City Clerk to attest the attached Assignment and Assumption of Lease from The Merchants Company to MFSM LLC, as provided for in the Lease dated July 22, 1957, entered into by and between the City of Hattiesburg, Mississippi, as Lessor, and Dixie Aluminum Corporation, as Lessee, (the "1957 Lease"), which was recorded in Land Deed Book 188 at Page 382 in the Office of the Chancery Clerk of Forrest County, Mississippi, and in the Supplemental Lease Agreement dated November 1, 1986, entered into by and between the City of Hattiesburg, Mississippi, as Issuer, and The Merchants Company, as Company, (the "Supplemental Lease"), which was recorded in Land Deed Book 578 at Page 305

in the Office of the Chancery Clerk of Forrest County, Mississippi

Attachments: Merchants Company Assignment and Assumption of Lease 2021

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Authorize the Mayor to consent and approve and the City Clerk to attest the attached Assignment and Assumption of Lease from The Merchants Company to MFSM LLC, as provided for in the Lease dated July 22, 1957, entered into by and between the City of Hattiesburg, Mississippi, as Lessor, and Dixie Aluminum Corporation, as Lessee, (the “1957 Lease”), which was recorded in Land Deed Book 188 at Page 382 in the Office of the Chancery Clerk of Forrest County, Mississippi, and in the Supplemental Lease Agreement dated November 1, 1986, entered into by and between the City of Hattiesburg, Mississippi, as Issuer, and The Merchants Company, as Company, (the “Supplemental Lease”), which was recorded in Land Deed Book 578 at Page 305 in the Office of the Chancery Clerk of Forrest County, Mississippi.

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

- 15. 2021-1396** Authorize City Attorney to execute two Subdivision Settlement Participation Forms in connection with Opioid litigation.

Attachments: Opiod Allocation Agreements letter
 Opioid Distributor Settlement Participation Form
 Janssen Settlement Participation Form

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Authorize City Attorney to execute two Subdivision Settlement Participation Forms in connection with Opioid litigation.

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

- 16. 2021-1399** Ratify the Industrial Park Commission's approval of a land transaction within the Industrial Park for economic development and authorize the Mayor to execute any required documents on behalf of the City.

Attachments: December 2 2021 FCIPC Meeting
 FCIPC Executed PSA - 12-2-212 (3)

A MOTION was made by Council Member Brown and seconded by Council Vice President George to Ratify the Industrial Park Commission's approval of a land transaction within the Industrial Park for economic development and authorize the Mayor to execute any required documents on behalf of the City.

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

17. **2021-1400** Resolution of the City Council of the City of Hattiesburg, Mississippi authorizing and approving the Mayor, on behalf of the City, executing and delivering a grant application to and entering into a grant agreement with the Mississippi Development Authority in order to receive a grant in the amount of \$1,500,000.00 on behalf of the City from the Mississippi Development Authority for the purpose of completing infrastructure related to the development of a new headquarters to be located at Midtown in the City for the Jones Family of Companies and thus enhancing economic development through the construction or improvement of highways or highway segments; and for related purposes.

Attachments: RESOLUTION OF THE MAYOR AND CITY COUNCIL - EDH - 12-06-21

A MOTION was made by Council Vice President George and seconded by Council Member Ware to Resolution (#2021-129) of the City Council of the City of Hattiesburg, Mississippi authorizing and approving the Mayor, on behalf of the City, executing and delivering a grant application to and entering into a grant agreement with the Mississippi Development Authority in order to receive a grant in the amount of \$1,500,000.00 on behalf of the City from the Mississippi Development Authority for the purpose of completing infrastructure related to the development of a new headquarters to be located at Midtown in the City for the Jones Family of Companies and thus enhancing economic development through the construction or improvement of highways or highway segments; and for related purposes.

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

ROUTINE AGENDA

THE ROUTINE AGENDA came before the Council.

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

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

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

Nays: 0

1. **2021-1357** Ratification of submitted grant application to the Federal Transit Administration (FTA) FY 2021 Grants for Buses and Bus Facilities Program to fund a transfer facility, sidewalks, ADA accessibility features, crosswalks, and pedestrian signals at selected bus stop locations, for a total project cost estimated at \$2,922,000 (\$2,045,400 federal share and \$876,600 local share).
- Attachments: SF-424 - FTA-2021 5339
 FY21-Grants-for-Buses-and-Bus-Facilities-Supplemental-Form
2. **2021-1354** Acknowledge Proof of Publications for the Clarion Ledger for the month of October 2021.
- Attachments: Clarion Ledger Inv4190680
3. **2021-1359** Acknowledge receipt of the two quote docket for the period of October 25, 2021 through November 28, 2021 as provided for in 31-7-13(b) of the Mississippi Code of 1972.
- Attachments: 20211129094722
 UAB DOCKET REPORT

4. **2021-1358** Acknowledge update to the performance period of the U.S. Department of Housing and Urban Development (HUD) Lead Hazard Reduction Grant Program and Healthy Homes Supplement Grant Agreement. Period of performance was revised from November 1, 2021 through April 30, 2025, to November 15, 2021 through May 14, 2025.
- Attachments: HUD 1044 - MSLHB0771-21 City of Hattiesburg (executed)
5. **2021-1370** Authorize publication of a Request for Proposals from qualified firms for the creation of a Master Plan for future development in the vicinity of North 25th and North 26th Avenues.
- Attachments: RFP_25th & 26th Master Plan - 12-2021
6. **2021-1362** Approve and authorize issuance of manual checks for CDBG/HOME Program Claims per attached Memorandum. {Entitlement CDBG/HOME}
- Attachments: Manual Check Memo 12072021
 CCI_515 Columbia_12072021
 Middleton Construction_12072021
 BCS_12072021
7. **2021-1363** Approve plans and specifications for the demolition of up to three (3) structures pursuant to the code enforcement process provided for in MCA 21-19-11 and authorize advertisement for bids for the same.
- Attachments: NOTICE TO BIDDERS - Demolitions - December 2021
 Instructions to Bidders for Demolition Services - December 2021
 Bid Form - Demolition - December 2021
8. **2021-1371** Approve the amendment to the Hub City Transit Public Transportation Agency Safety Plan (HCT-PTASP) and acknowledge that this plan meets the requirements of 49 CFR Part 673, Federal Transit Administration regulation.
- Attachments: HCT-PTASP_Amendment 12 7 21
9. **2021-1372** Approve the amendment to the Hub City Transit Title VI LEP Plan with changes to the Title VI Coordinator position designation.
- Attachments: 2020-HUB-CITY-TRANSIT-TITLE-VI-LEP-Plan_Amendment p 18 12 7 21
10. **2021-1373** Approve the amendment to the City of Hattiesburg DBE Program, with changes made on Section 26.25 DBE Liaison Officer (DBELO).
- Attachments: City of Hattiesburg DBE Program_Amendment page 6 12 7 21
11. **2021-1374** Approve the change in position designation for the American with Disabilities Act (ADA) Program Coordinator.
- Attachments: ADA-Complaint Form for HCT - 2021_ENG
12. **2021-1375** Approve claims docket for the period ending November 30, 2021.
- Attachments: DT 11.30.21
 DOCKET 21.11.30

In Memoriam:

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

- Mrs. Arlyn Trussell
- Mrs. Arlena Naylor
- Mr. S.F. Carlisle, Jr.
- Mr. Jere Gunn
- Mr. Joseph Barnes

Meeting Adjourn

Council President Carroll declared the **meeting recessed at 5:19 p.m., this 7th day of December, 2021,**
by unanimous consent, until the 20th day of December, 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:

Date: Tuesday, December 21, 2021

Re: Adopt an Ordinance for the petition filed by The City of Hattiesburg to establish the zoning classification for certain un-zoned properties located along J. Ed Turner Drive (Parcel 052B-03-004.101, 052B-03-004.102, 052B-03-004.103, 052B-03-004.104; PPIN 33783, 33784, 33785, 33786; Lamar Co., Ward 1) Section 4.5.3, R-1A (Residential) District. The Planning Commission recommended to Approve on December 1, 2021.
File Number: 2021-1423
Minute Book #

Summary

Adopt an Ordinance to establish zoning for properties located along J. Ed Turner Drive, Ward 1

Recommendation Statement

Please place this on the December 21, 2021 City Council meeting for consideration.

SUBJECT PARCEL:

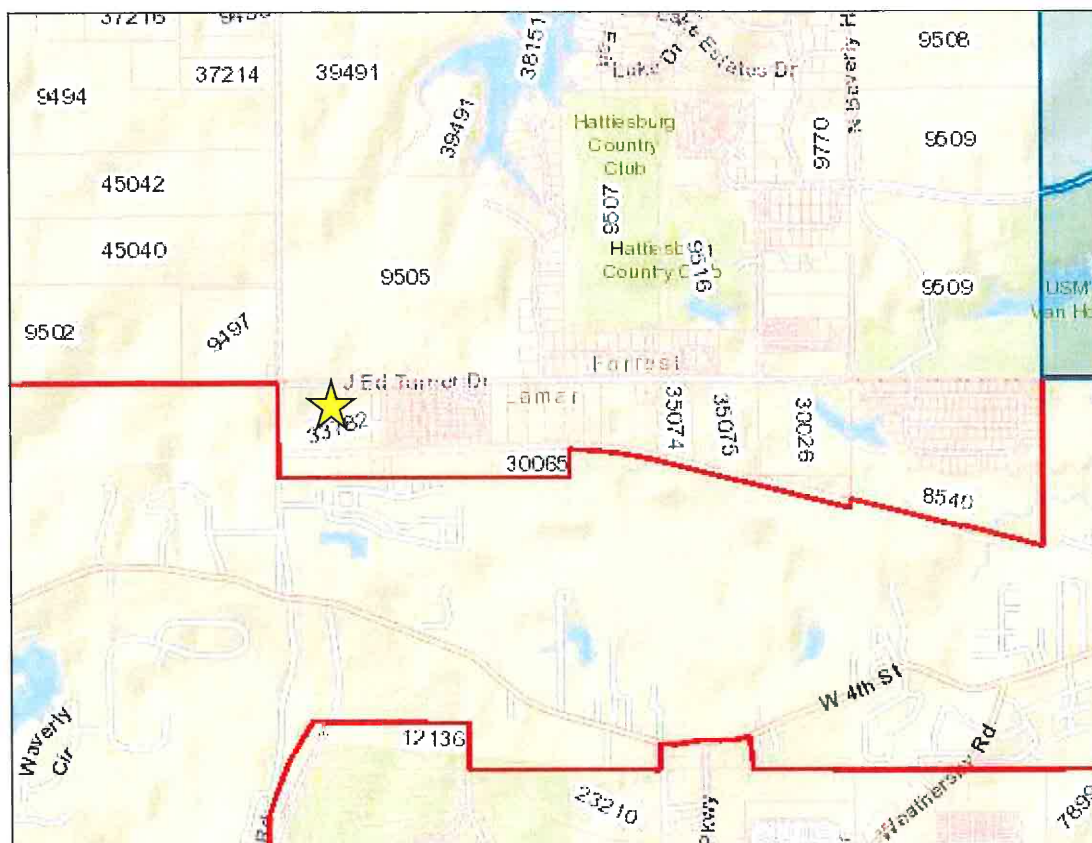
un-zoned properties located along J. Ed Turner Drive

The City of Hattiesburg

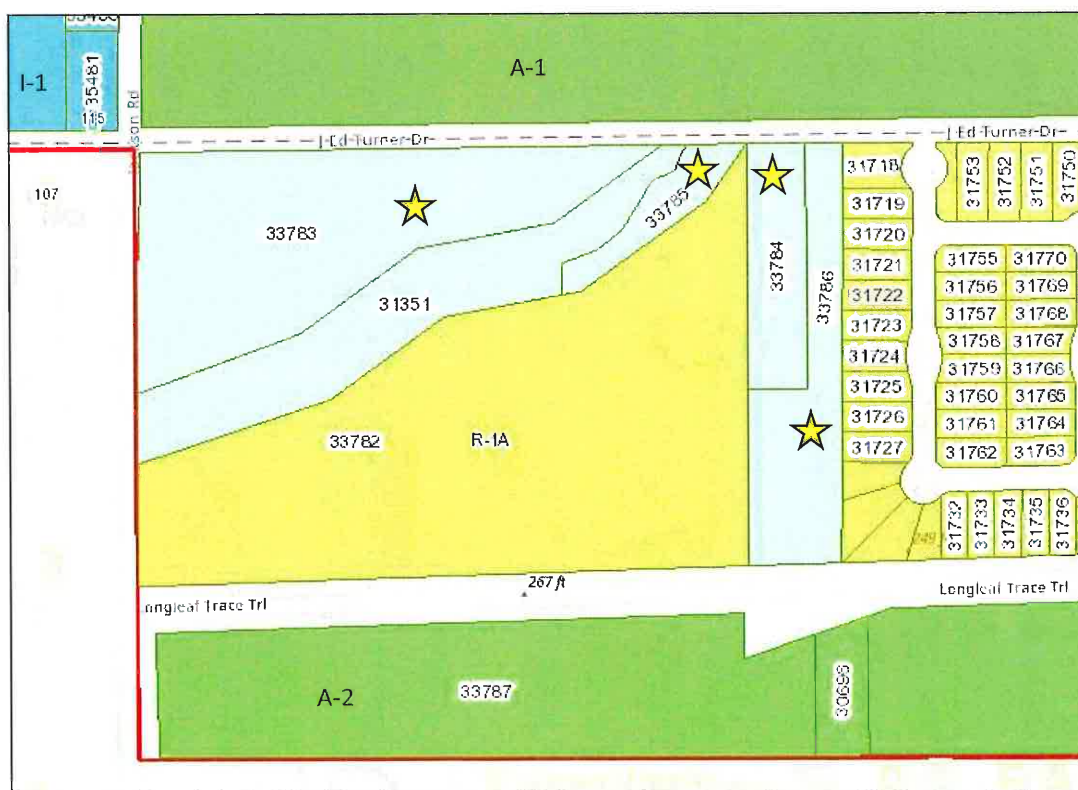
The petitioners request to change the zoning classification for certain un-zoned properties located along J. Ed Turner Drive (Parcel 052B-03-004.101, 052B-03-004.102, 052B-03-004.103, 052B-03-004.104; PPIN 33783, 33784, 33785, 33786; Lamar Co., Ward 1) Section 4.5.3, R-1A (Residential) District.



Vicinity Map—Ward 1



Zoning—None



Site Aerial



SURROUNDING AREA

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



Southern Direction: Right-of-Way/ Railroad Yard



Eastern Direction: B-4 (Downtown) District/ Taxidermy



Western Direction: Outside of City Limits





**Planning Commission
Case Fact Sheet**

Name of Petitioners: The City of Hattiesburg

Address of Property:	Tax Parcel	PPIN:	Ward:
J Ed Turner Road	052B-03-004.101	33783	1
	052B-03-004.102	33784	
	052B-03-004.103	33785	
	052B-03-004.104	33786	

Request: **Zoning Change from I-1 to B-5**

Purpose of Request: To consider an application to establish the zoning classification for certain un-zoned properties located along J. Ed Turner Drive (Parcel 052B-03-004.101, 052B-03-004.102, 052B-03-004.103, 052B-03-004.104; PPIN 33783, 33784, 33785, 33786; Lamar Co., Ward 1) Section 4.5.3, R-1A (Residential) District.

Applicant Summary: See Attached

Applicable Regulations:

SECTION 4

Zoning Districts Established

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

Present Zoning: This parcel is currently not zoned

Present Use: Undeveloped

Future Land Use: Neighborhood Conservation District 2

**Surrounding Zoning
and Land Use:**

North: A-1 General Agriculture/ Undeveloped
South: R-1A Single Family Residential and A-2 Agricultural
Residential/ Residential & Undeveloped
East: R-1A Single Family Residential / Residential &
Undeveloped
West: Outside of City Limits

**Letters or
Concerns stated:**

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

History / Background:

Planning staff worked to identify all unzoned parcels within the city in an effort to correct existing zoning errors. The parcels presented were annexed by the City of Hattiesburg. However, zoning was not established at that time. Several other parcels which were annexed at that same time have been zoned individually by property owners. Establishing zoning should typically occur at the same time or soon after property is annexed. This request corrects that error. Remaining parcels will be brought forth in the future. PPIN 31351 is not included in this application due to lack of legal description.

R-1A Single Family Residential zoning is suggested as the appropriate zoning because it is consistent with surrounding zoning and has conservative development impacts. More intense zoning could be sought in the future by developers.

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

MEMORANDUM

TO: PLANNING COMMISSIONERS
FROM: ANDREW ELLARD, DIRECTOR OF URBAN DEVELOPMENT
CC: GINGER LOWREY, PLANNING DIVISION MANAGER
SUBJECT: ZONING CONSIDERATION – UNZONED PARCELS
DATE: 8/19/2021

Planning Commissioners,

The Planning Division staff has undertaken a project to identify any un-zoned parcels in the city limits. In almost all cases, staff was able to identify the correct zoning by reviewing GIS data and determining that zoning was not showing up for technical reasons. In some cases, simple boundary conflicts in the GIS data may result in a property showing as un-zoned; we also found that when properties had been divided, the parent parcel may retain the zoning data but not the newly created parcel(s). These issues were corrected.

There are fewer than 20 remaining un-zoned parcels and most appear to be related to former railroad rights-of-way and other situations that do not create a sense of urgency with regard to zoning.

There are five (5) un-zoned parcels along J Ed Turner Drive and Jackson Road that warrant consideration for zoning given the recent and ongoing development in the vicinity.

The City (Planning) staff recommends – and hereby makes application – for the following PPINs to be zoned as R-1A.

PPINs 33784, 33785, 31351, 33786, and 33783 (all Lamar County)

Contiguous parcels along the south side of J Ed Turner are also zoned R-1A. Other zoning in the immediate area includes A1, A2, and I1, as well as the city limit bordering unincorporated Lamar County.

In full disclosure, I (Andrew Ellard), own and reside on property on J Ed Turner Drive just over one mile away. While I do not believe that the proximity constitutes a conflict of interest in presenting this recommendation, I prefer to make it known to the commission to avoid any perception of conflict.

Thank you,

ae

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 UN-ZONED PROPERTIES LOCATED ALONG J. ED TURNER
DRIVE (PARCEL 052B-03-004.101, 052B-03-004.102, 052B-03-004.103, 052B-03-004.104;
PPIN 33783, 33784, 33785, 33786; LAMAR CO., WARD 1) SECTION 4.5.3, R-1A
(RESIDENTIAL) DISTRICT.
BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF HATTIESBURG,
MISSISSIPPI:

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

Annexation

PPIN 33783

A parcel of land located in the NW 1/4 of the NW 1/4 of Section 3, Township 4 North, Range 14 West, Lamar County, Mississippi, and being more particularly described as follows:

Commence at an iron pin found marking the NW corner of the said NW 1/4 of the NW 1/4; thence run East for 28.61 feet; thence run South for 30.12 feet to an iron pin found at the intersection of the southern right-of-way line of J. Ed Turner Drive and the eastern right-of-way line of Jackson Road, said point being the Point of Beginning; thence run North 88 degrees 58 minutes 41 seconds East along said southern right-of-way line of said J. Ed Turner Drive for 1,161.33 feet to an iron pin set; thence run South 54 degrees 27 minutes 02 seconds West for 288.22 feet to an iron pin set; thence run South 79 degrees 32 minutes 43 seconds West for

299.10 feet to an iron pin set; thence run South 54 degrees 25 minutes 09 seconds West for 309.47 feet to an iron pin set; thence run South 69 degrees 54 minutes 50 seconds West for 409.24 feet to an iron pin set on the said eastern right-of-way line of said Jackson Road; thence run North 00 degrees 23 minutes 14 seconds East along said eastern right-of-way line for 521.76 feet back to the Point of Beginning. Said parcel contains 7.44 acres, more or less. Bearings in this description are based on a GPS observation of grid North.

PPINs 33782, 33784, 33785, 33786 (PPIN 33782 is already zoned R-1A):

A parcel of land located in the NW 1/4 of the NW 1/4 and the NE 1/4 of the NW 1/4 of Section 3, Township 4 North, Range 14 West, Lamar County, Mississippi, and being more particularly described as follows:

Commence at an iron pin found marking the NW corner of the said NW 1/4 of the NW 1/4; thence run East for 28.61 feet; thence run South for 30.12 feet to an iron pin found at the intersection of the southern right-of-way line of J. Ed Turner Drive and the eastern right-of-way line of Jackson Road; thence run South 00 degrees 23 minutes 14 seconds West along said eastern right-of-way line of said Jackson Road for 521.76 feet to an iron pin set; thence run South 00 degrees 33 minutes 45 seconds East along said eastern right-of-way line for 145.14 feet to an iron pin set, said point being the Point of Beginning; thence run North 71 degrees 34 minutes 21 seconds East for 476.23 feet to an iron pin set; thence run North 54 degrees 25 minutes 09 seconds East for 298.66 feet to an iron pin set; thence run North 79 degrees 32 minutes 43 seconds East for 256.74 feet to an iron pin set; thence run North 00 degrees 26 minutes 33 seconds West for 65.01 feet to an iron pin found; thence run North 68 degrees 47 minutes 20 seconds East for 78.42 feet to an iron pin set; thence run North 52 degrees 07 minutes 27 seconds East for 65.21 feet to an iron pin set; thence run North 31 degrees 55 minutes 08 seconds East for 71.09 feet to an iron pin set; thence run North 29 degrees 21 minutes 34 seconds East for 52.15 feet to an iron pin set; thence run North 63 degrees 33 minutes 21 seconds East for 56.61 feet to an iron pin set; thence run North 20 degrees 20 minutes 42 seconds East for 38.30 feet to an iron pin set; thence run North 33 degrees 03 minutes 09 seconds East for 20.51 feet to an iron pin set on the said southern right-of-way line of said J. Ed Turner Drive; thence run North 88 degrees 58 minutes 41 seconds East along said southern right-of-way line for 131.65 feet to an iron pin set; thence run North 88 degrees 59 minutes 36 seconds East along said southern right-of-way line for 183.64 feet to a mag nail set on the west line of the Mandalay Villas of Greystone; thence run South 00 degrees 27 minutes 03 seconds East along said west line for 877.04 feet to an iron pin set marking the SW corner of said Mandalay Villas of Greystone, said point also being on the northern right-of-way line of Longleaf Trace; thence run South 87 degrees 39 minutes 13 seconds West along said northern right-of-way line for 35.14 feet to a concrete marker found; thence run South 87 degrees 46 minutes 12 seconds West along said northern right-of-way line for 498.53 feet to a concrete marker found; thence run South 87 degrees 37 minutes 46 seconds West along said northern right-of-way line for 996.94 feet to a concrete marker found on the said eastern right-of-way line of said Jackson Road; thence run North 00 degrees 33 minutes 45 seconds West along said eastern right-of-way line for 245.10 feet back to the Point of Beginning. Said parcel contains 19.90 acres, more or less. Bearings in this description are based on a GPS observation of grid North.

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:

Date: Tuesday, December 21, 2021

Re: Adopt an Ordinance for the petition filed by Creed Group Communities, LLC, Applicant, and Hulett-Winstead Funeral Home, owner, Cloud Nine Properties, LLC, owner, to change the zoning classification for a certain property located along N 28th Ave and Northwood Dr (US 49 N service road) (Parcel 2-028B-05-096.00, 2-028B-05-097.00; PPIN 26048, 26051, Forrest Co., Ward 1) from Section 4.5.10 B-3 (Community Business) District to Section 4.5.7, R-3 (Multi-Family Residential) District. The Planning Commission recommended to Approve on December 1, 2021.
File Number: 2021-1422
Minute Book #

Summary

1015 Main Street – Conditional Use - “Restaurant, without Drive-thru” in B-2

Recommendation Statement

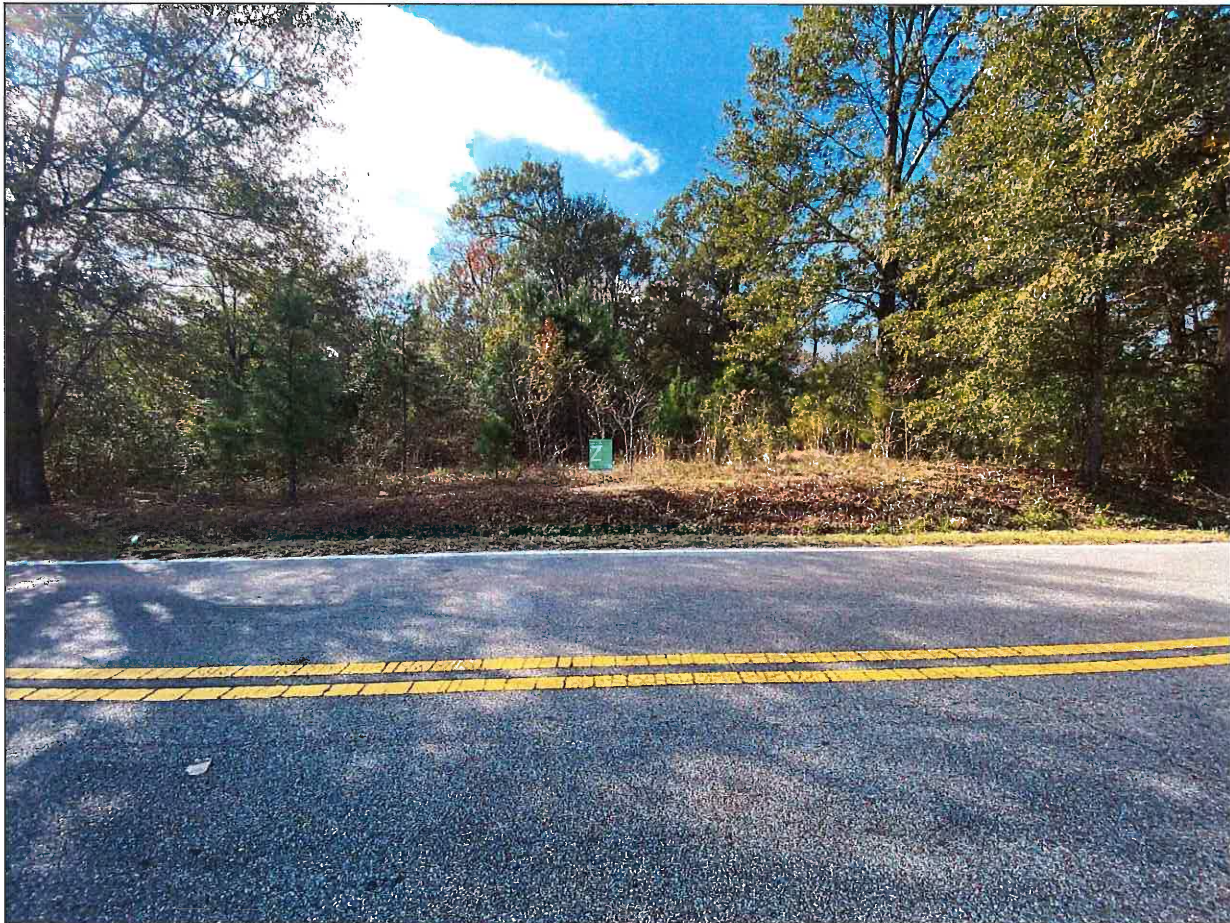
Please place this on the December 21, 2021 City Council meeting for consideration.

SUBJECT PARCEL:

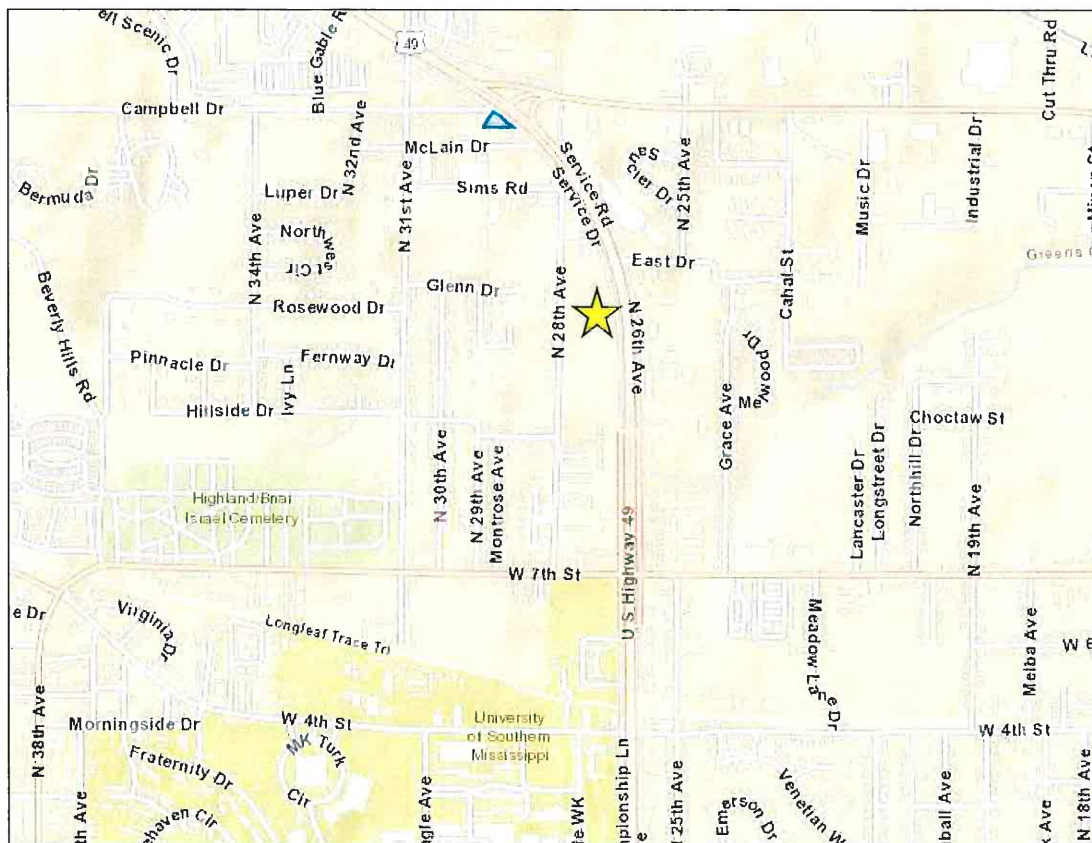
N 28th Ave and Northwood Dr.

Creed Group Communities, LLC, Applicant, and Hulett-Winstead Funeral Home, owner, Cloud Nine Properties, LLC, owner

The petitioners request to change the zoning classification for certain property located along N 28th Ave and Northwood Dr (US 49 N service road) (Parcel 2-028B-05-096.00, 2-028B-05-097.00; PPIN 26048, 26051, Forrest Co., Ward 1) from Section 4.5.10 B-3 (Community Business) District to Section 4.5.7, R-3 (Multi-Family Residential) District.



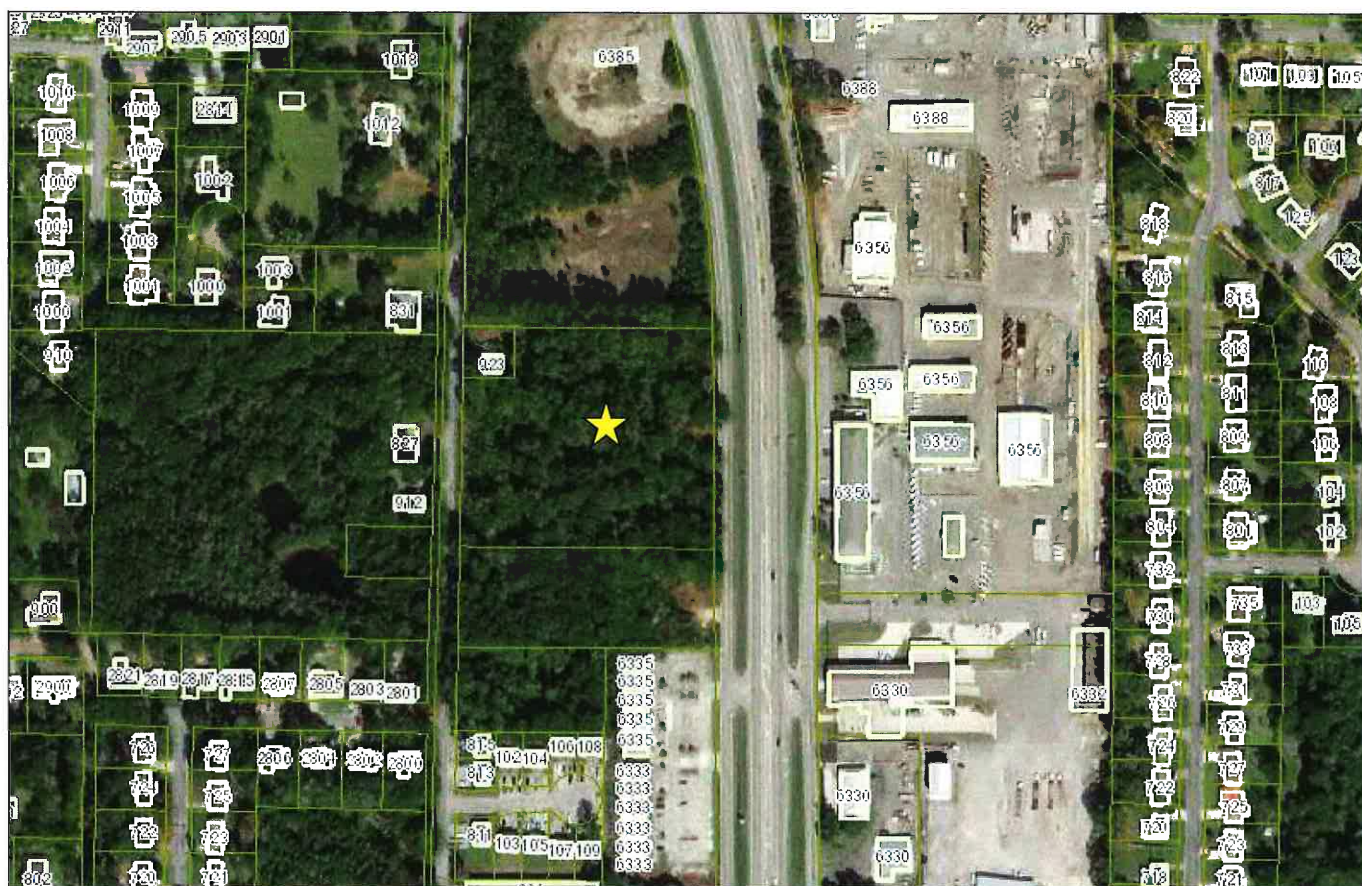
Vicinity Map—Ward 1



Zoning—B-3



Site Aerial



SURROUNDING AREA

**Northern Direction: B-5
Undeveloped**



**Southern Direction: B-3
Undeveloped, Commercial, R-3
Undeveloped**



Eastern Direction: B-5—Commercial

Western Direction: R-1A Residential





**Planning Commission
Case Fact Sheet**

Name of Petitioners: Creed Group Communities, LLC, Applicant, and Hulett-Winstead Funeral Home, owner, Cloud Nine Properties, LLC, owner

Address of Property:	Tax Parcel	PPIN:	Ward:
N 28th Ave and Northwood Dr	2-028B-05-096.00	26048	1
	2-028B-05-097.00	26051	

Request: **Zoning Change from I-1 to B-5**

Purpose of Request: To consider an application to change the zoning classification for a certain property located along N 28th Ave and Northwood Dr (US 49 N service road) (Parcel 2-028B-05-096.00, 2-028B-05-097.00; PPIN 26048, 26051, Forrest Co., Ward 1) from Section 4.5.10 B-3 (Community Business) District to Section 4.5.7, R-3 (Multi-Family Residential) District.

Applicant Summary: See Attached

Applicable Regulations:

SECTION 4

Zoning Districts Established

4.5.7 R-3 Multi-Family Residential District. The purpose of the R-3 District is to permit medium and high density residential uses including multi-family, two-family, and single-family structures with related recreational, religious and educational facilities. This district is consistent with the Neighborhood Conservation 1 and 2 districts in the Comprehensive Plan. This zoning district encourages protected residential neighborhoods with only compatible supporting institutional uses and open space.

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.

5.4.18 Dwelling, Two Family and Multi-Family.

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

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

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

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

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

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

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

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

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

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

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

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

v. Garages shall be designed to be integrated with the

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

Present Zoning: This parcel is currently zoned B-3 Community Business District

Present Use: Undeveloped

Future Land Use: Community Business Corridor District and
Neighborhood Conservation District 2

Surrounding Zoning and Land Use:
North: B-5 Regional Business District/ Undeveloped
South: B-3 Community Business District & R-3 Multifamily / Undeveloped
East: B-5 Regional Business District/ Commercial
West: R-1A Single Family Residential / Residential

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

History / Background: The applicant met with staff in Pre-Application to discuss development as a multi-family development.

The applicant has met with neighborhood representatives relative to this request including the Neighborhood Association.

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



IVY ROW AT HATTIESBURG HATTIESBURG, MS

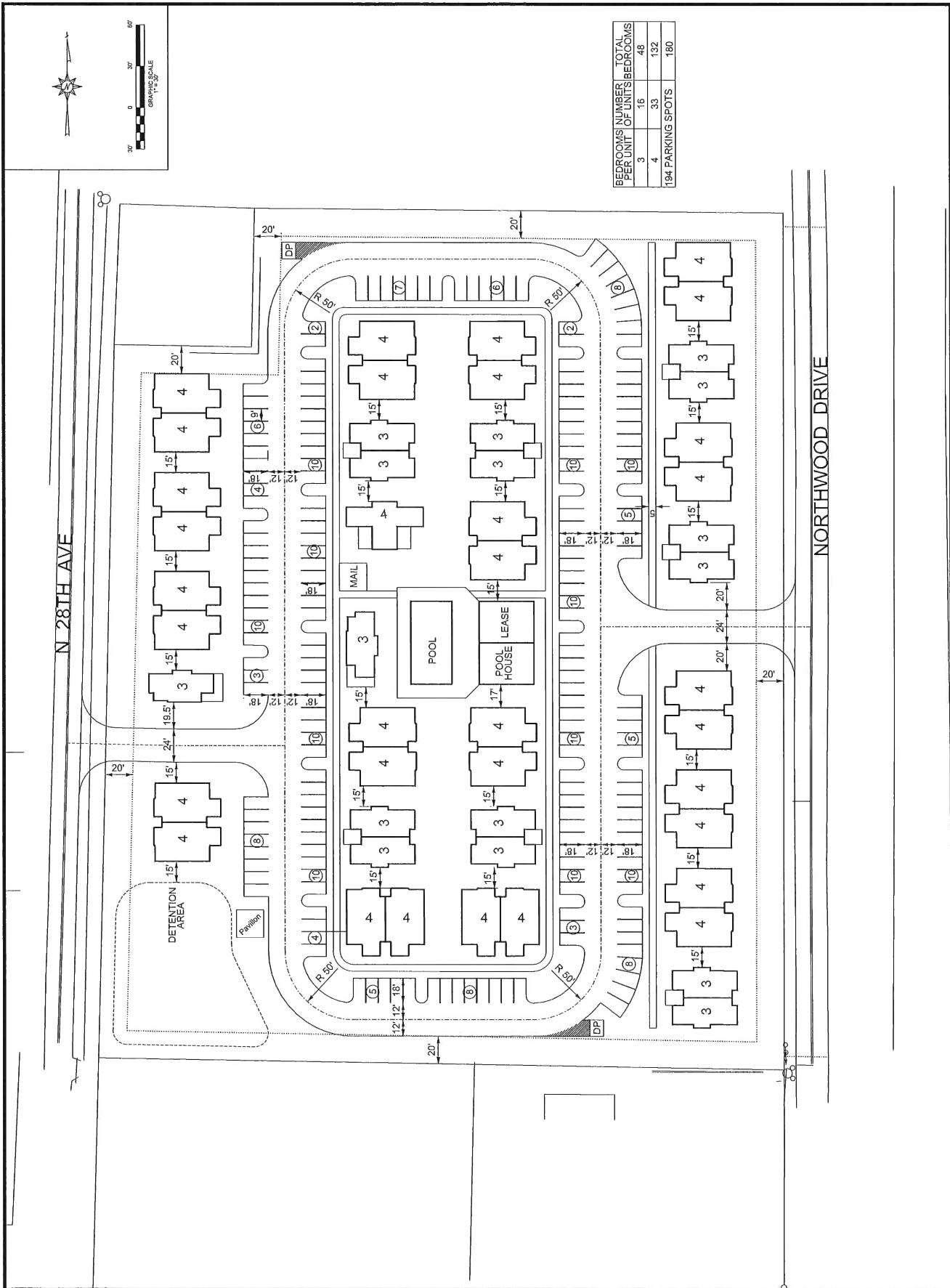
**REVIEW
 DRAWING**
 (NOT FOR CONSTRUCTION)

PROJECT INFO:
 INSITE JOB NO. 21127.00
 PLOTTED: 11/19/20

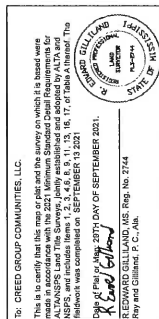
THIS SHEET CONTAINS:
 SCHEMATIC LAYOUT

SCALE: 1"=30'
 SHEET X OF 3

SC-1

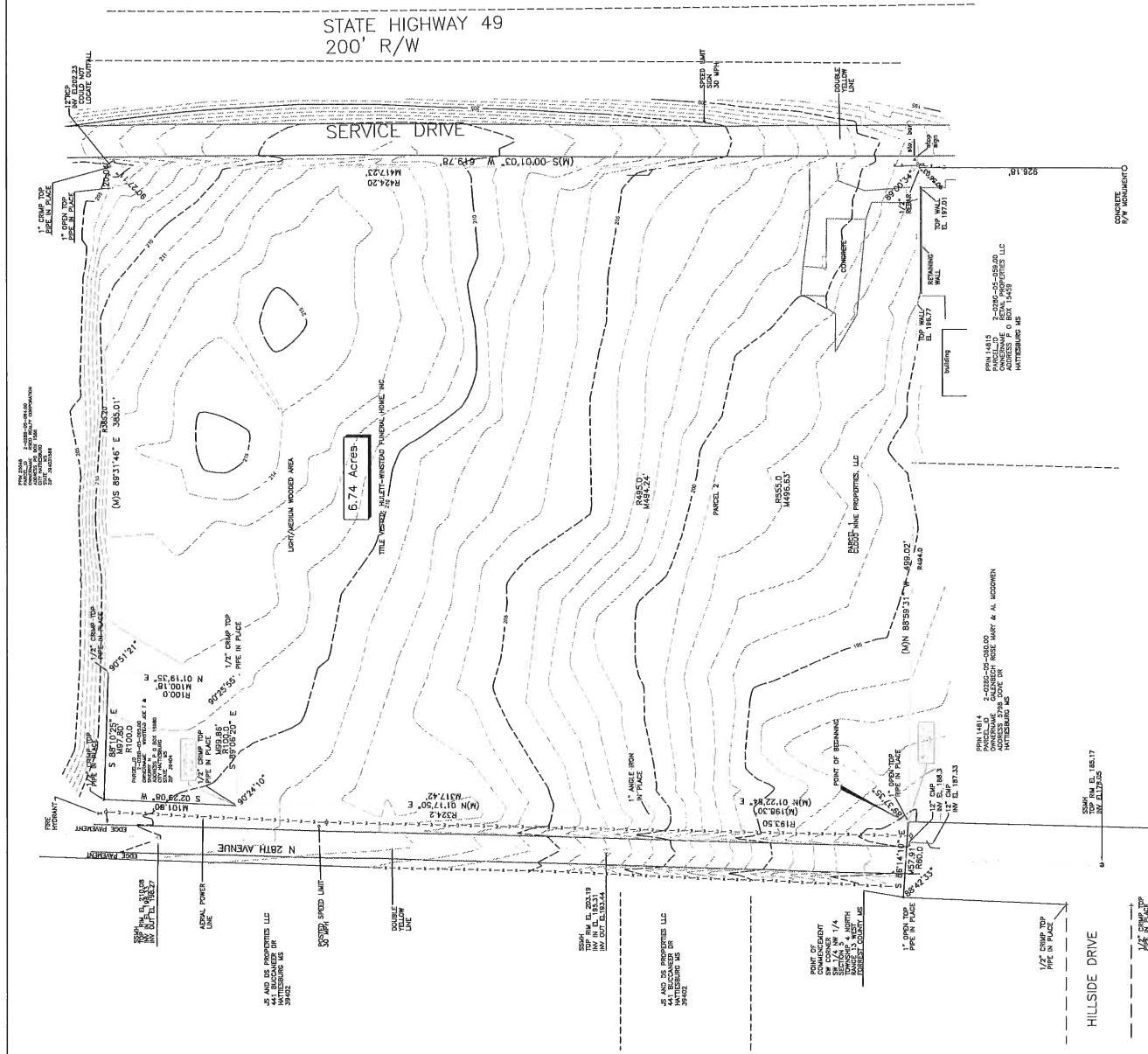
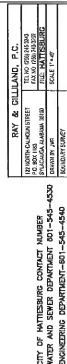
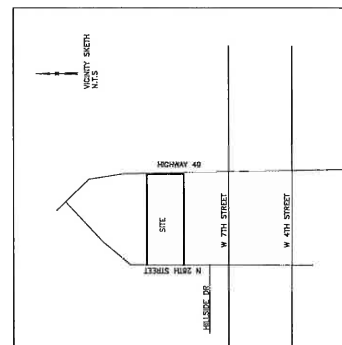


SITE LOCATION
HATTIESBURG MISSISSIPPI
FORREST COUNTY
SECTION 5
TOWNSHIP 4 NORTH
RANGE 13 WEST



TITLE COMMITMENT DATE: SEPTEMBER 28, 2021
NO SCHEDULE B II TITLE EXCEPTIONS

TABLE A
ADDRESS OF PROPERTY
FLOOD ZONE
MAP NUMBER 303520140
EFFECTIVE DATE MARCH 2 2010
GROSS LAND AREA 74 ACRES
SUBSTANTIAL FEATURES ARE SHOWN
HAKING SITES-PROPERTY IS WAST
VISIBLE UTILITIES SHOWN BY SURVEY
3-MILES OF ADJACENT STREAMS SHOWN PER CURRENT TAX RECORDS
NO EVIDENCE OF RECENT DRAIN CONSTRUCTION
NO PROPOSED CHANGES IN STREET RIGHT OF WAY
NO EVIDENCE OF RECENT EARTH-MOVING WORK, BUILDING CONSTRUCTION
OR OTHER CHANGES OBSERVED IN THE PROCESS OF CONSIDERING THE
FIELD WORK.
NO DELINEATION OF WETLANDS MARKERS WERE OBSERVED



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 ALONG N 28TH AVE AND NORTHWOOD
DR (US 49 N SERVICE ROAD) (PARCEL 2-028B-05-096.00, 2-028B-05-097.00; PPIN
26048, 26051, FORREST CO., WARD 1) FROM SECTION 4.5.10 B-3 (COMMUNITY
BUSINESS) DISTRICT TO SECTION 4.5.7, R-3 (MULTI-FAMILY RESIDENTIAL)
DISTRICT.
BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF HATTIESBURG,
MISSISSIPPI:

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.

Parcel 1 (PPIN 26048):

Beginning 60 feet East of the Southwest corner of the Southwest quarter (SW ¼) of the Northwest quarter (NW ¼) for a point of beginning. Thence run North 100 feet, thence at right angles run East a distance of 494 feet, thence at right angles run South along U.S. Highway 49 By-Pass a distance of 100 feet, thence run at right angles West a distance of 494 feet to said point of beginning. The above described property being a part of Section Five (5), Township Four (4) North of Range Thirteen (13) West, Forrest County, Mississippi.

Parcel 2 (PPIN 26051):

Commencing at the Southwest (SW) corner of the Southwest Quarter (SW ¼) of the Northwest quarter (NW ¼) of Section Five (5), Township Four North (4N), Range Thirteen West (13W), Forrest County, Mississippi, and running thence North 100 feet for a point of beginning. Thence North along said right-of-way 100 feet, thence East 555 feet to the West boundary of U.S.49 right-of-way, thence South 100 feet, thence West approximately 555 feet to the Section line and the point of beginning, less 60 feet of the West side which is designated as a street.

(Being the same property as that property conveyed in that Warranty Deed from Mrs. S. H. McInnis to W. R. Fairchild dated August 14, 1945 and recorded on February 25, 1946 in Book 89 at Page 150, in the Office of the Chancery Clerk of Forrest County, Mississippi)

LESS AND EXCEPT:

Begin 60 feet East of the Southwest corner of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼); thence run North along the East right-of-way of North 28th Avenue a distance of 193.5 feet to a point which shall be the Point of Beginning. From said Point of Beginning, continue North along the East right-of-way of North 28th Avenue 324.2 feet to a point; thence run East 100 feet; thence run North 100 feet, thence run East 385.5 feet to the West right-of-way of U. S. Highway 49; thence run South along the West right-of-way line 424.2 feet; thence run West approximately 495 feet to the East right-of- line of North 28th Avenue and the point of beginning. Such property being 4.5 acres, more or less.

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:

Date: Tuesday, December 21, 2021

Re: Adopt an Ordinance for the petition filed by The City of Hattiesburg to close and vacate a portion of Fredna Avenue, which is located west of Richard Collins Dr., east of Dabbs St, North of Ruby Ave, and South of May Ave (Ward 2). The Planning Commission recommended to Approve on December 1, 2021.
File Number: 2021-1424
Minute Book #

Summary

Adopt an Ordinance to close and vacate a portion of Fredna Avenue

Recommendation Statement

Please place this on the December 21, 2021 City Council meeting for consideration.

SUBJECT PARCEL:

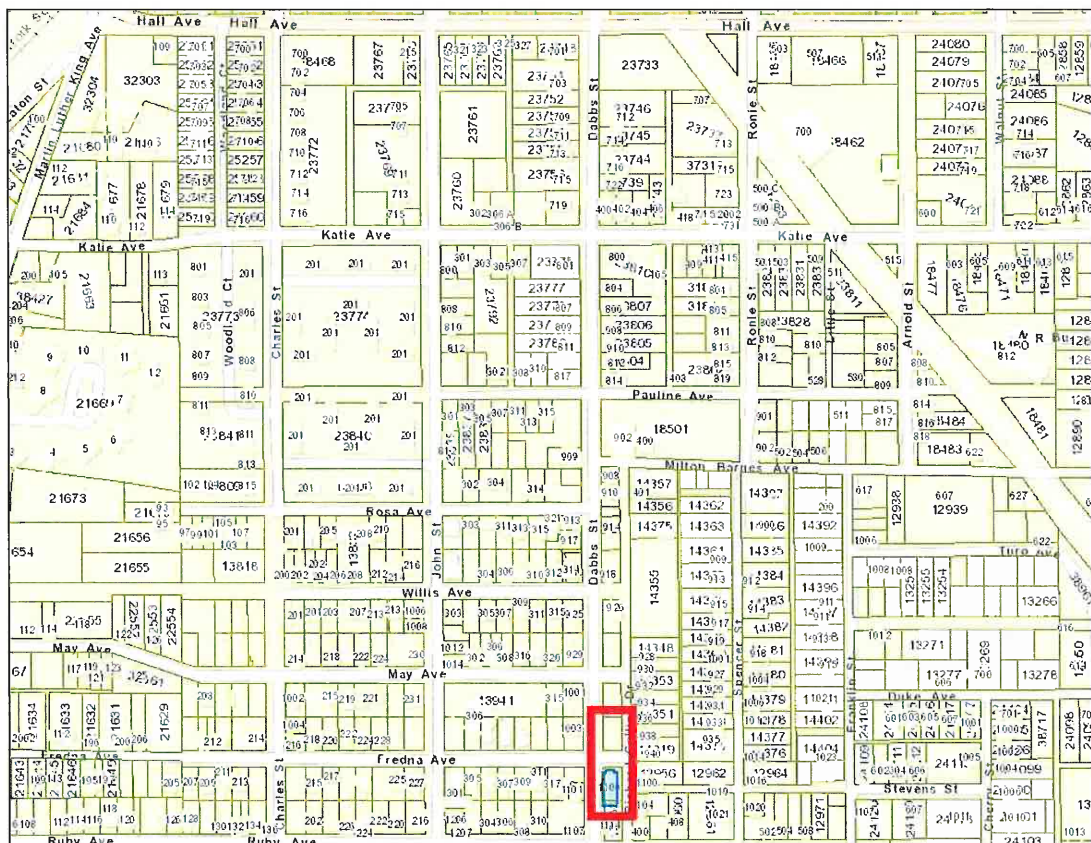
Fredna Avenue

The City of Hattiesburg

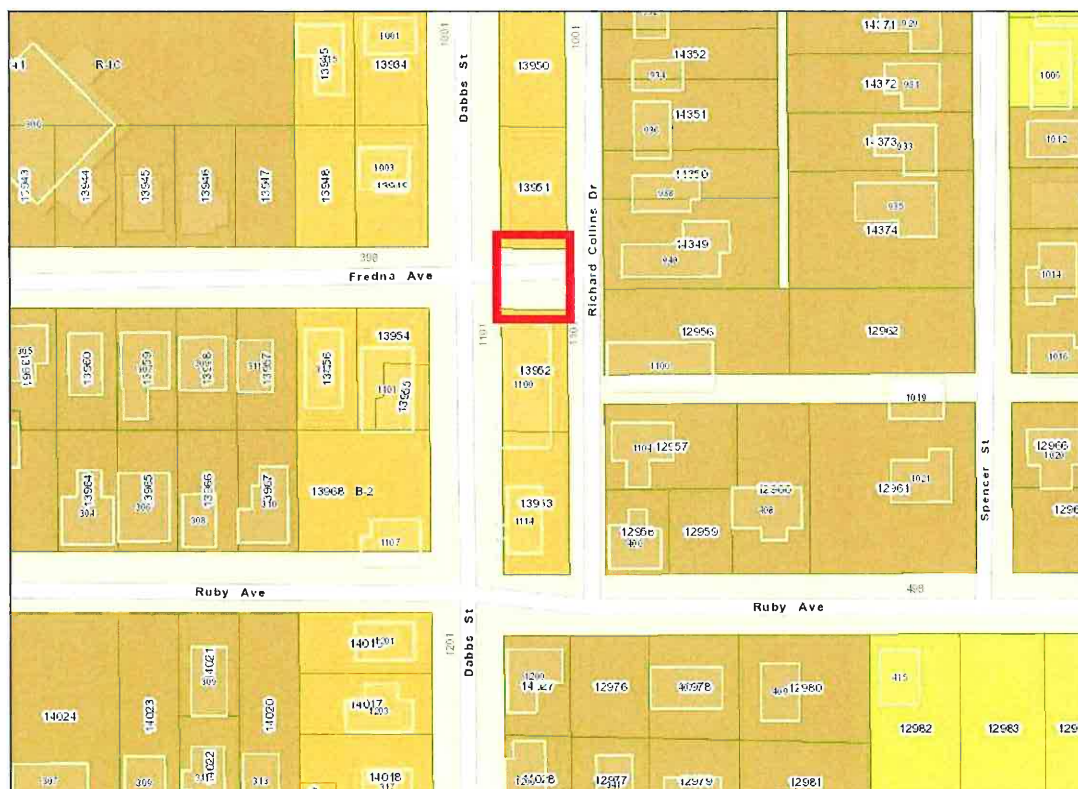
To close and vacate a portion of Fredna Avenue, which is located west of Richard Collins Dr., east of Dabbs St, North of Ruby Ave, and South of May Ave (Ward 2).



Vicinity Map—Ward 2

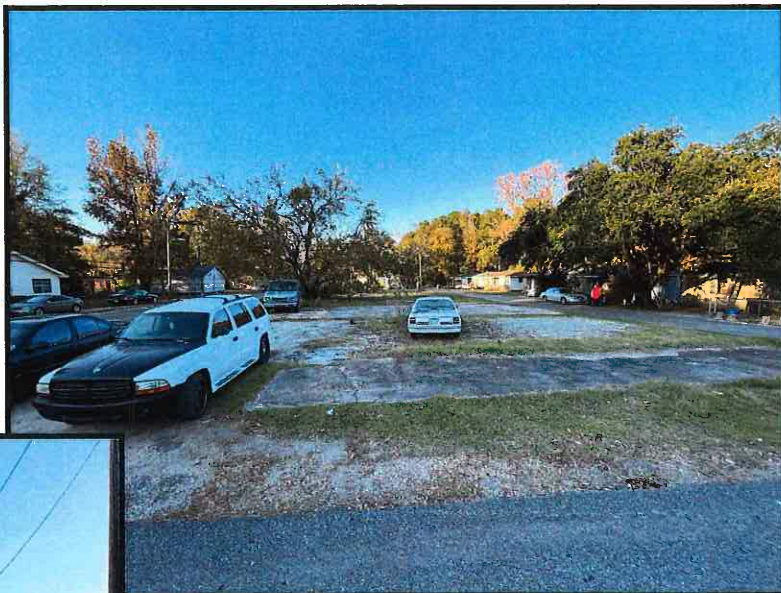


Zoning—B-2



SURROUNDING AREA

Northern Direction: B-2 parking



Southern Direction: B-2 former church (City is redeveloping as community center)



Eastern Direction: R-1C Residential



Western Direction: B-2 Residential



**Planning Commission
Case Fact Sheet**

Name of Petitioner: City of Hattiesburg

Address of Property:
Fredna Avenue (portion of)

Tax Parcel

PPIN:

Ward:
2

Request: **Alley Closure**

Purpose of Request: To consider an application to to close and vacate a portion of Fredna Avenue, which is located west of Richard Collins Dr., east of Dabbs St, North of Ruby Ave, and South of May Ave (Ward 2)

Applicant Summary: See Attached

Applicable Regulations:

SECTION 12.2

Categories of Development Approvals

Legislative Development Approvals – Street closings

Present Zoning: Public Right of Way

Present Use: Undeveloped

**Surrounding Zoning
and Land Use:**

North: B-2 Neighborhood Business District /Residential
South: B-2 Neighborhood Business District / Community Center
East: R-1C Single Family Residential / Residential
West: B-2 Neighborhood Business District /Residential

**Most Nearly
Bounded By (streets):** Located west of Richard Collins Dr., east of Dabbs St, North of Ruby Ave, and South of May Ave.

**Letters or
Concerns stated:** The Planning Division Office has not received any letters or other written communications relative to this case, as of November 24, 2021

History / Background:

This City seeks to vacate a portion of Fredna Avenue in conjunction with redeveloping the former church as a Community Center. The parcel north of the building will be developed as public parking to be used by the community center as well as the neighboring businesses and residents as needed. Community leaders were engaged early in this process. Vacation of this portion of Fredna will allow more space for the development of parking and increase pedestrian safety and connectivity to the new Community Center.

Option:

Approve or Deny an application to close and vacate a portion of Fredna Avenue, which is located west of Richard Collins Dr., east of Dabbs St, North of Ruby Ave, and South of May Ave (Ward 2).

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: The East 55 feet of Fredna Avenue from Dabbs Street to Richard Collins Drive adjoining Blocks 16 and 17 of the J. H. Buschman Subdivision, located the SW ¼ of the NW ¼ of Section 15, T-4-N, R-13-W, Forrest County, Mississippi

ORDINANCE NUMBER _____
OF THE
CITY OF HATTIESBURG, MISSISSIPPI

**AN ORDINANCE CLOSING AND VACATING A PORTION OF FREDNA AVENUE,
WHICH IS LOCATED WEST OF RICHARD COLLINS DRIVE, EAST OF DABBS
STREET, NORTH OF RUBY AVENUE, AND SOUTH OF MAY AVENUE (BETWEEN
PARCELS 2-038B-15-326.00 PPIN 13951 AND PARCEL 2-038B-15-371.00 PPIN 13952,
WARD 2)
THAT IS CURRENTLY PLATTED AND EXISTING.
IN THE CITY OF HATTIESBURG, MISSISSIPPI**

WHEREAS, a portion of a platted street, Fredna Avenue, which is located west of Richard Collins Drive, east of Dabbs Street, North of Ruby Avenue, and South of May Avenue (between Parcels 22-038B-15-326.00 PPIN 13951 and Parcel 2-038B-15-371.00 PPIN 13952, Ward 2); and

WHEREAS, all of the owners of property adjacent to said portion of the portion of Fredna Avenue have requested the Mayor and Council of the City of Hattiesburg, Mississippi, close and vacate said portion of Fredna Avenue described below, have consented to the closing and vacating of said portion Fredna Avenue described below, subject to the waiting period of thirty (30) days from the date of publication of this ordinance, and have waived any and all rights to any compensation and/or damages that might otherwise be due to them as abutting landowners as a result of the closing and vacating thereof; and

WHEREAS, the Mayor and City Council do now find, determine and adjudge that said portion of Fredna Avenue, which is located west of Richard Collins Drive, east of Dabbs Street, North of Ruby Avenue, and South of May Avenue (between Parcels 22-038B-15-326.00 PPIN 13951 and Parcel 2-038B-15-371.00 PPIN 13952, Ward 2) described below is not needed as a

public street, and that the public interest, welfare and convenience require that said portion of Fredna Avenue described below be closed and vacated, that it would be in the best interest of the City of Hattiesburg. The City of Hattiesburg and the Mayor and Council further find and adjudicate that no compensation for the closing and vacating of said portion of Fredna Avenue described below is due to the owners of the property abutting thereon.

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

SECTION 1. That a portion of a platted street, Fredna Avenue, which is located west of Richard Collins Drive, east of Dabbs Street, North of Ruby Avenue, and South of May Avenue (between Parcels 22-038B-15-326.00 PPIN 13951 and Parcel 2-038B-15-371.00 PPIN 13952, Ward 2); located in the City of Hattiesburg, Forrest County, Mississippi, and being more particularly described as follows:

Request to vacate the East 55 feet of Fredna Avenue from Dabbs Street to Richard Collins Drive adjoining Blocks 16 and 17 of the J. H. Buschman Subdivision, located the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 15, T-4-N, R-13-W, Forrest County, Mississippi; more particularly described as Beginning at the Southwest corner of Lot 2, Block 16 of said J. H. Buschman Subdivision, and thence run East along the North Right-of-Way of Fredna Avenue for 55 feet to the Southeast corner of said Lot 2 and to the West Right-of-Way of Richard Collins Drive, thence run South for 50 feet to the Northeast corner of Lot 1, Block 17, of said J. H. Buschman Subdivision and to the South Right-of-Way of Fredna Avenue, thence run West along the South Right-of-Way of Fredna Avenue for 55' feet to the Northwest corner of said Lot 1 and to the East Right-of-Way of Dabbs Street, thence run North for 50 feet back to the Point-of-Beginning. The above herein described portion of Fredna Avenue to be vacated contains 0.06 acres, more or less.

SECTION 2. That the City Engineer has recommended that said portion of Fredna Avenue described above be closed and vacated. That the portion of Fredna Avenue described above is not a necessary means of access to any other property. That whenever there are existing utilities present in the areas that have been requested for closure, that utility company shall maintain an easement as long as that utility is present. That it would be in the best interest of the City to close and vacate the same.

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

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

YEAS:

NAYS:

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

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

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

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, December 21, 2021

Re: Adopt an Ordinance for the petition filed by Greg Hodges, Representative, John C. Anglin, Engineer, and Merchants & Marine Bank, Owner to change the zoning classification at 4607 Hardy St (Parcel 051Q-12-001.000, PPIN 21451, Lamar Co., Ward 3) from Section 4.5.13 I-1 (Light Industrial) District to Section 4.5.12, B-5 (Regional Business) District. The Planning Commission recommended to Approve on December 1, 2021.
File Number: 2021-1420
Minute Book #

Summary

Recommendation Statement

Please place this on the December 21, 2021 City Council meeting for consideration.

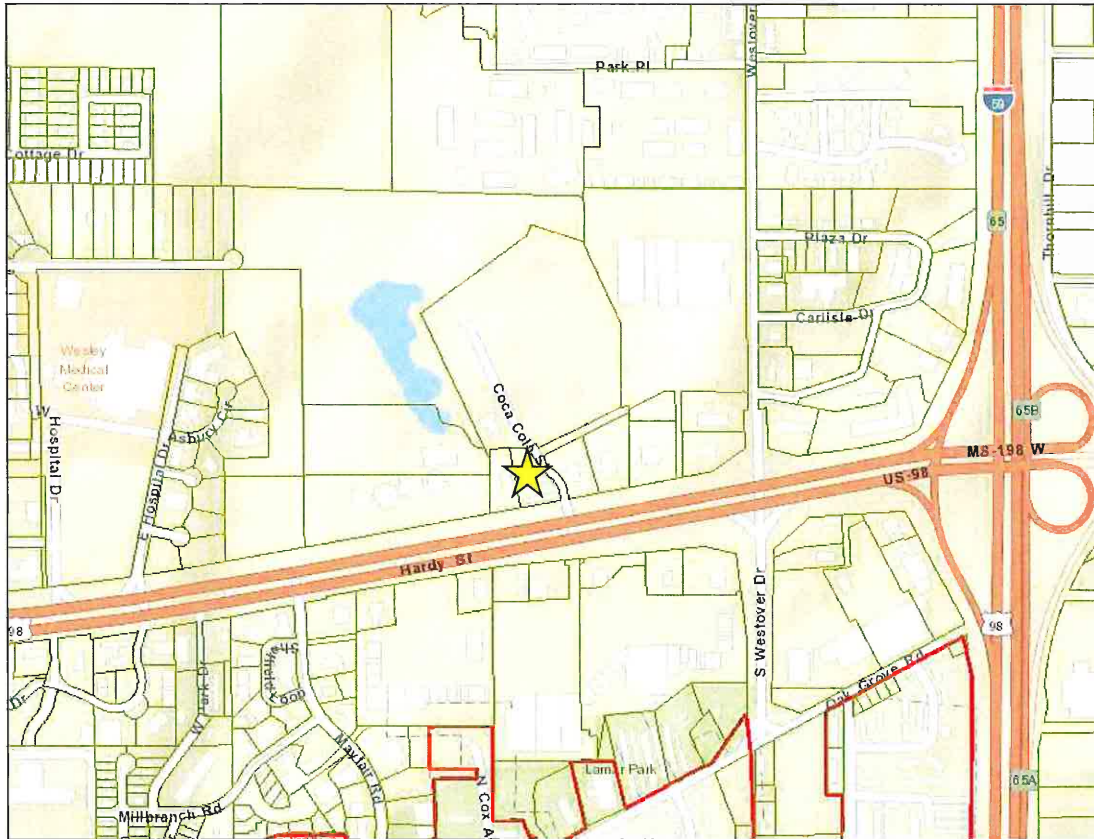
SUBJECT PARCEL:
4607 Hardy St

Greg Hodges, Representative, John C. Anglin, Engineer,
and Merchants & Marine Bank, Owner

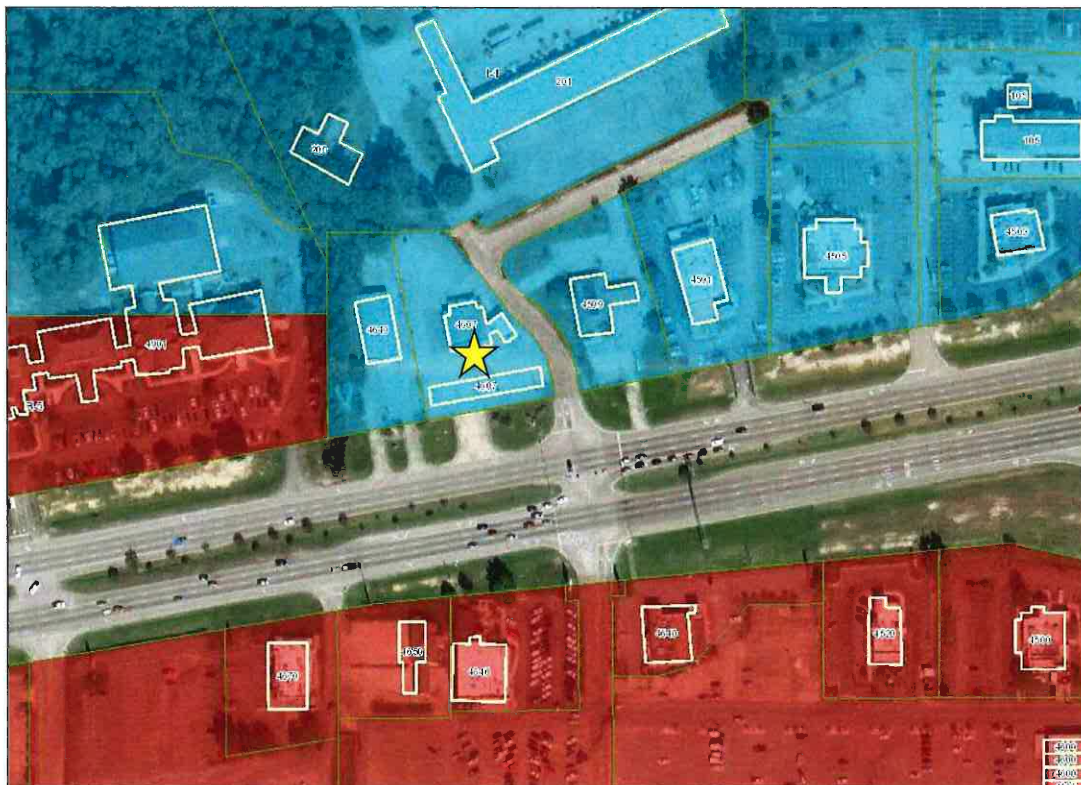
The petitioners request to change the zoning classification
for a certain property located at 4607 Hardy St (Parcel
051Q-12-001.000, PPIN 21451, Lamar Co., Ward 3) from
Section 4.5.13 I-1 (Light Industrial) District to Section 4.5.12,
B-5 (Regional Business) District.



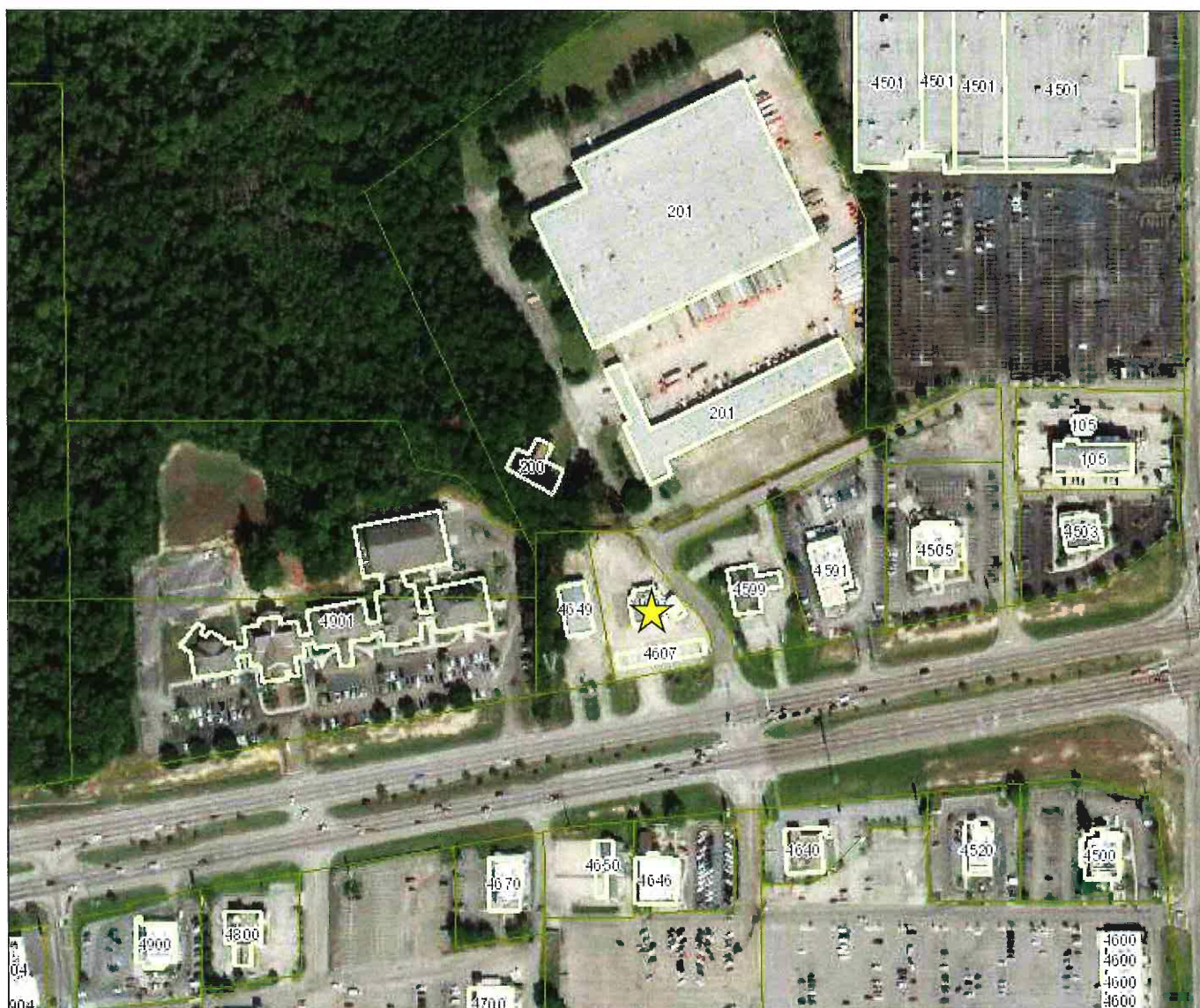
Vicinity Map—Ward 2



Zoning—B-5

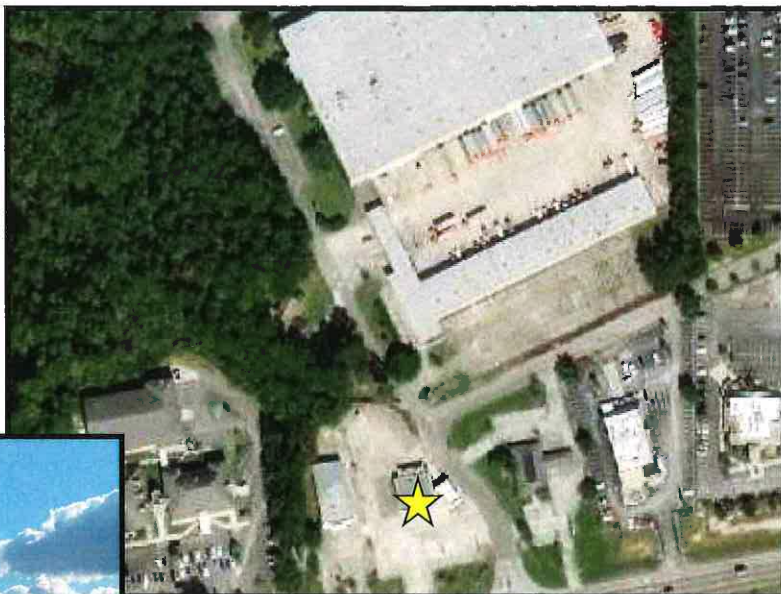


Site Aerial



SURROUNDING AREA

Northern Direction: I-1 Industrial



Southern Direction: B-5 Commercial



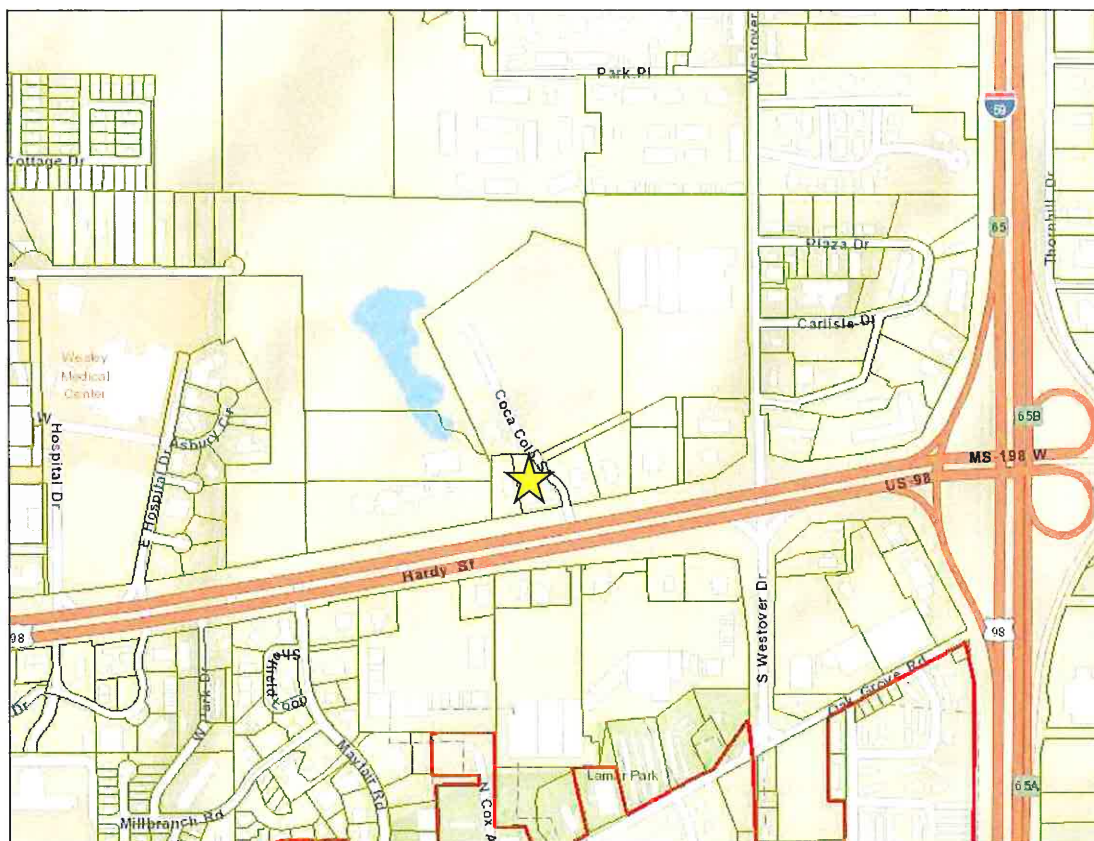
Eastern Direction: I-1 Commercial



Western Direction: I-1 Commercial



Vicinity Map—Ward 3



Zoning— I-1



Item: A
Greg Hodges, Representative, John C. Anglin, Engineer,
and Merchants & Marine Bank, Owner
Request for: **Zoning Change I-1 to B-5**



**Planning Commission
Case Fact Sheet**

Name of Petitioners: Greg Hodges, Representative, John C. Anglin, Engineer, and Merchants & Marine Bank, Owner

Address of Property: 4607 Hardy Street **Tax Parcel:** 051Q-12-001.000 **PPIN:** 21451 **Ward:** 3

Request: **Zoning Change from I-1 to B-5**

Purpose of Request: To consider an application to change the zoning classification for certain properties located at 4607 Hardy St (Parcel 051Q-12-001.000, PPIN 21451, Lamar Co., Ward 3) from Section 4.5.13 I-1 (Light Industrial) District to Section 4.5.12, B-5 (Regional Business) District.

Applicant Summary: See Attached

Applicable Regulations:

SECTION 4

Zoning Districts Established

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.

4.5.13 I-1 Light Industrial District. The purpose of the I-1 District is to provide for the development of research, light industrial, office parks, warehouse, and distribution centers consistent with comprehensive planning policies. This district is consistent with the Industry and Corporate Office District in the Comprehensive Plan.

Item: A
Greg Hodges, Representative, John C. Anglin, Engineer,
and Merchants & Marine Bank, Owner
Request for: **Zoning Change I-1 to B-5**

Present Zoning: This parcel is currently zoned I-1 Light Industrial District

Present Use: Commercial

Future Land Use: Regional Business Corridor District

Surrounding Zoning and Land Use:
North: I-1 Light Industrial District / Light Industrial
South: B-5 Regional Business District/ Commercial
East: I-1 Light Industrial District / Bank
West: B-5 Regional Business District & I-1 Light Industrial District / Church

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

History / Background: The applicant met with staff in Pre-Application to discuss redevelopment as a financial institution with drive through services.

Rezoning to B-5 would allow for more consistent development patterns as well as uses along Hardy Street / Hwy 98.

The applicant is a concurrent application before the Board of Adjustment for a Variance from section 6, Table 6.1 "Minimum Front Setback" for B-5, "30 feet", to instead allow a setback of 10 feet for a variance of 20 feet along Coca-Cola Ave.

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 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.)

- B-5 zoning for subject property better fits the land use of properties in this vicinity. (Item B)
- Due to odd shape of lot, subject property could not be developed with setback requirements for I-1 zoning. (Item B)
- Other Similar Property along Hwy 98 Corridor in this vicinity is currently zoned B-5. (Item B)



**Merchants & Marine
Bank**

Neighbor,

I am righting this letter to inform you that Merchants and Marine Bank has purchased the property at 4607 Hardy Street Hattiesburg, MS 39402 at the corner of Coca-Cola Dr. and Hardy Street (PPIN 21451), (currently Scrubs and More). It is our intention to build a new location there for our bank. In doing our due diligence we found that the current property is zoned industrial (I-1). We would like to rezone it to Business (B-5). This will allow us to build a location that will meet the needs of our bank and the community.

In doing our due diligence we are going to adjacent landowners and asking that they sign this letter saying they have no objection to this property being rezoned to B-5. Please Sign below:

Celia Barrett

Name

Scrubs N More

Business Name

Celia Barrett

Signature

Thank you and I am looking forward to being you Neighbor.

Greg Hodges | Pine Belt Market President

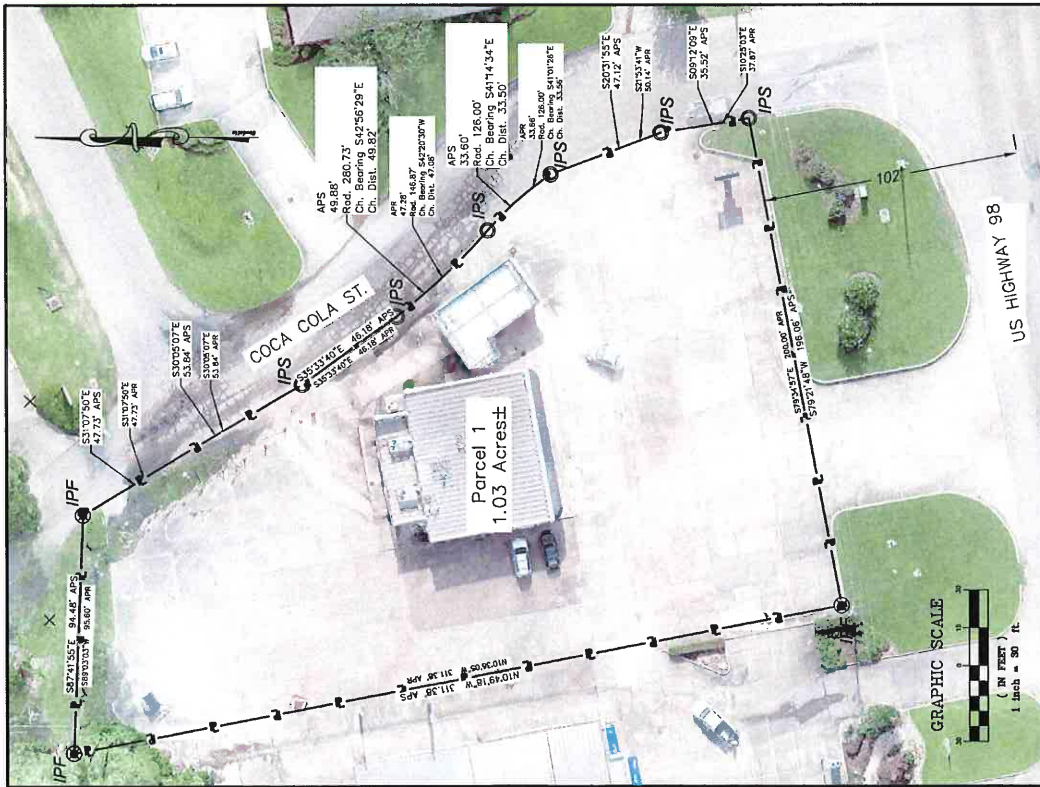
o 601.336.1119 m 601.520.2145

140 Mayfair Road, Suite 100 | Hattiesburg, MS 39402

greg.hodges@mandmbank.com

mandmbank.com

Member FDIC  Equal Housing Lender



DRAFT		SURVEY FOR Merchants & Marine Bank PART OF THE SE 1/4 OF THE NW 1/4 AND A PART OF THE NE 1/4 OF THE SW 1/4 OF SECTION 12, T-4-N, R-15-W LAMAR COUNTY, MISSISSIPPI BEARINGS DETERMINED BY: GPS - Geodetic SURVEYED BY: W. BLACKWELL DRAWN BY: J. BULLOCK	
		Clearpoint CONSULTING ENGINEERS, P.A. 6632 15th Street, Suite 100 Hattiesburg, MS 39402 601.241.2001 601.241.2021 clearpointeng.com	
SCALE: 1" = 30' DATE OF SURVEY: 07/08/2021 CLASS OF SURVEY: B		GRAPHIC SCALE (IN FEET) 1 inch = 30 ft	



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ginger Lowrey, Planning Administrator

cc:

Date: Tuesday, December 21, 2021

Re: Approve or Deny a petition filed by Greg Hodges, Representative, John C. Anglin, Engineer, and Merchants & Marine Bank, Owner, to request a variance from section 6, Table 6.1 "Minimum Front Setback" for B-5, "30 feet", and instead allow a setback of 10 feet for a variance of 20 feet along Coca-Cola Ave for a proposed building to be located at 4607 Hardy Street (Parcel 051Q-12-001.000, PPIN 21451, Lamar Co., Ward 3). The Board of Adjustment recommended to Approve on December 1, 2021.
File Number: 2021-1425
Minute Book #

Summary

4607 Hardy Street - Variance – Front (corner) setback

Recommendation Statement

Please place this on the December 21, 2021 City Council meeting for consideration.

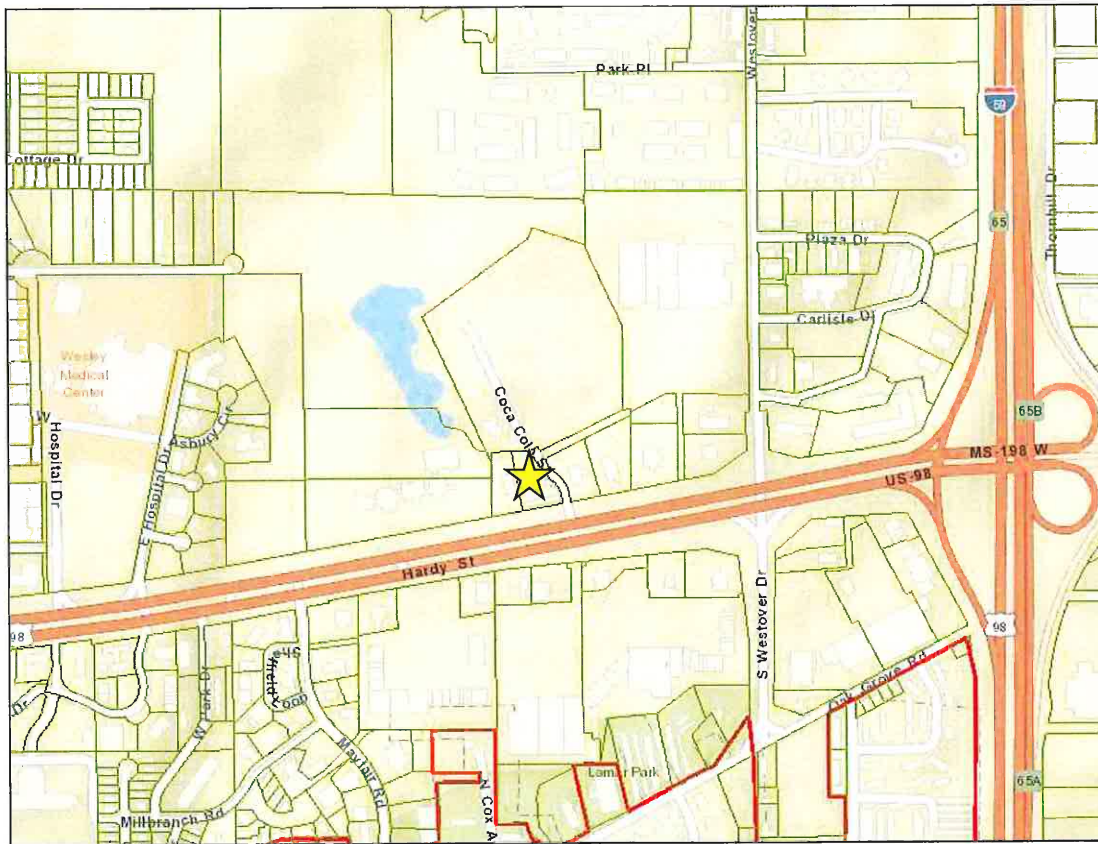
SUBJECT PARCEL:
4607 Hardy St .

Greg Hodges, Representative, John C. Anglin, Engineer,
and Merchants & Marine Bank, Owner

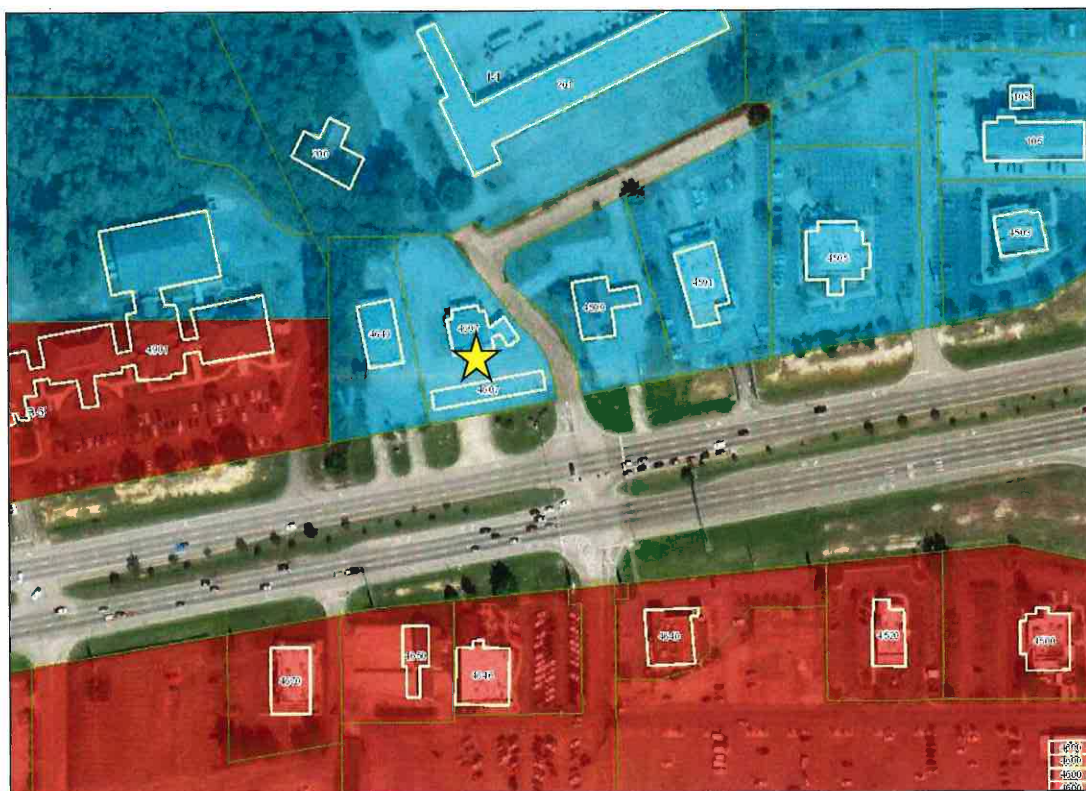
Request a variance from section 6, Table 6.1 "Minimum
Front Setback" for B-5, "30 feet", and instead allow a
setback of 10 feet for a variance of 20 feet along Coca-Cola
Ave for a proposed building to be located at 4607 Hardy St
(Parcel 051Q-12-001.000, PPIN 21451, Lamar Co., Ward 3).



Vicinity Map—Ward 3



Zoning— I-1

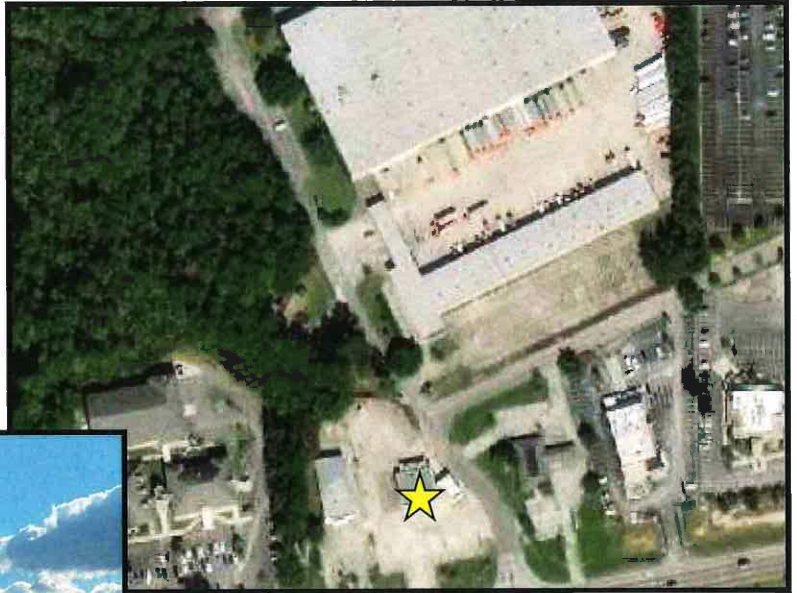


Site Aerial



SURROUNDING AREA

Northern Direction: I-1 Industrial



Southern Direction: B-5 Commercial



Eastern Direction: I-1 Commercial



Western Direction: I-1 Commercial



Item: A
Greg Hodges, Representative, John C. Anglin, Engineer,
and Merchants & Marine Bank, Owner
Request for: **Front Setback Variance**



**Board of Adjustment
Case Fact Sheet**

Name of Petitioners: Greg Hodges, Representative, John C. Anglin, Engineer, and Merchants & Marine Bank, Owner

Address of Property: 4607 Hardy Street **Tax Parcel:** 051Q-12-001.000 **PPIN:** 21451 **Ward:** 3

Request: **Front Setback Variance (Corner)**

Purpose of Request: To consider variance from section 6, Table 6.1 "Minimum Front Setback" for B-5, "30 feet", and instead allow a setback of 10 feet for a variance of 20 feet along Coca-Cola Ave for a proposed building to be located at 4607 Hardy St (Parcel 051Q-12-001.000, PPIN 21451, Lamar Co., Ward 3). (contingent on zoning change to B-5)

Applicant Summary: See Attached

Applicable Regulations:

SECTION 6

Table 6.1 Dimensional Standards										
District	Minimum Lot Size in SF/ Width at Setback	Max. Dwelling Units	Max. Floor Area Ratio	Setbacks in feet				Max. Height*	Max. Impervious Surface Lot Coverage	Buffer in Feet
				Min. Front	Max. Front	Min. Side	Min. Rear			
B-5	No minimum/ 100	-	1.50	30	150	0 or 10	0	72 feet or 6 stories	90%	50

Item: A

Greg Hodges, Representative, John C. Anglin, Engineer,
and Merchants & Marine Bank, Owner
Request for: **Front Setback Variance**

6.2.2 Corner lots shall have two front setbacks and two side setbacks. The Planning Director may waive this requirement and determine the front yard to be on the street front that is in line with the prevailing pattern of front yards on the street in order to be consistent with the established pattern of the street.

Present Zoning:	This parcel is currently zoned I-1 Light Industrial District
Present Use:	Commercial
Future Land Use:	Regional Business Corridor District
Surrounding Zoning and Land Use:	North: I-1 Light Industrial District / Light Industrial South: B-5 Regional Business District/ Commercial East: I-1 Light Industrial District / Bank West: B-5 Regional Business District & I-1 Light Industrial District / Church
Letters or Concerns stated:	The Planning Division Office has not received any letters or other written communications relative to this case as of November 23, 2021.
History / Background:	The applicant met with staff in Pre-Application to discuss redevelopment as a financial institution with drive through services. This request is contingent on the approval of a zoning change from I-1 to B-5. See site plan for site design layout. Applicant provided a letter of support. Corner lots have two front setbacks. See Applicable Regulations above.

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

Item: A
Greg Hodges, Representative, John C. Anglin, Engineer,
and Merchants & Marine Bank, Owner
Request for: **Front Setback Variance**

zoning district and would cause unnecessary and undue hardship on the applicant.

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

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

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

Variance Information

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

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

Approval Criteria.

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

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

Due to Odd Shape of Subject property, a hardship is created with the current setback and development of lot is impractical.

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

No special privilege is being requested due to the unique and odd shape of subject property. No other properties have the same dimensions & characteristics.
--

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.

Due to the odd and peculiar shape of subject property, the property cannot be reasonably developed with the current setback requirements

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.

There is no conflict with the purpose and intent of the current LDC with the granting of variance.

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:

Date: Tuesday, December 21, 2021

Re: Approve or Deny a petition filed Chad Edmonson, Representative, and Trace 4th St. LLC, Owner, to request a Conditional Use as “Restaurant, without Drive-thru” in B-2 (Neighborhood Business) District for a property located at 1015 Main Street (Parcels 2-029G-03-529.00, 2-029G-03-611.00, 2-029G-03-608.00; PPINs 18827, 18814, 18817; Ward 2). The Planning Commission recommended to Approve on December 1, 2021.
File Number: 2021-1421
Minute Book #

Summary

1015 Main Street – Conditional Use - “Restaurant, without Drive-thru” in B-2

Recommendation Statement

Please place this on the December 21, 2021 City Council meeting for consideration.

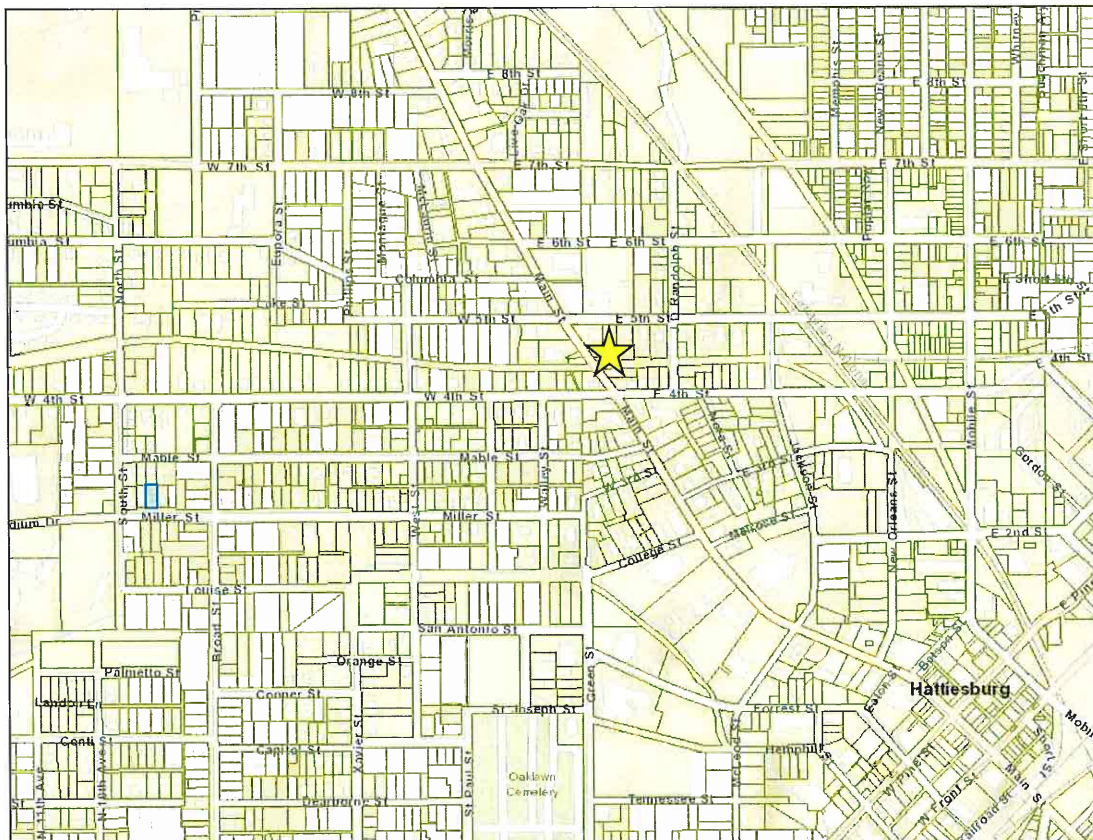
SUBJECT PARCEL:
1015 Main St

Chad Edmonson, Representative, and Trace 4th St. LLC,
Owner

The petitioners request a Conditional Use as “Restaurant, without Drive-thru” in B-2 (Neighborhood Business) District as defined by the LDC for a certain property located at 1015 Main St (Parcels 2-029G-03-529.00, 2-029G-03-611.00, 2-029G-03-608.00; PPINs 18827, 18814, 18817; Ward 4).



Vicinity Map—Ward 2



Zoning- B-2



Site Aerial



SURROUNDING AREA

Northern Direction: B-2

Undeveloped



Southern Direction: B-2 Vacant



Eastern Direction: R-1A



Western Direction: B-2

Undeveloped, Filling station





**Planning Commission
Case Fact Sheet**

Name of Petitioners: Chad Edmonson, Representative, and Trace 4th St. LLC, Owner

Address of Property:	Tax Parcel	PPIN:	Ward:
1015 Main St	2-029G-03-529.00	18827	2
	2-029G-03-611.00	18814	
	2-029G-03-608.00	18817	

Request: **Conditional Use – “Restaurant, without Drive-thru”**

Purpose of Request: To consider an application to request a Conditional Use as “Restaurant, without Drive-thru” in B-2 (Neighborhood Business) District as defined by the LDC for a certain property located at 1015 Main St (Parcels 2-029G-03-529.00, 2-029G-03-611.00, 2-029G-03-608.00; PPINs 18827, 18814, 18817; Ward 2).

Applicant Summary: See Attached

Applicable Regulations:

SECTION 4 **4.5.9 B-2 Neighborhood Business District.** The purpose of the B-2 District is to provide for retail and personal service uses in locations convenient to residential neighborhoods consistent with comprehensive planning policies. This district is consistent with the Neighborhood Business District in the Comprehensive Plan.

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

Chad Edmonson, Representative, and Trace 4th St. LLC, Owner
Request for: **Conditional Use – “Restaurant, without Drive-thru”**

SECTION 5 USE REGULATIONS

5.4.36 Restaurants With and Without Drive-Through Service.

5.4.36.1 All restaurants with drive-through service shall provide a minimum of five stacking spaces associated with each drive through window.

5.4.36.2 No required or intended stacking spaces shall block the safe flow of motoring and pedestrian traffic within the parking lot.

5.4.36.3 Drive-through facilities located closer than 300 feet to a residential use shall operate no earlier than 6:00 a.m. or later than 12:00 a.m.

5.4.36.4 No part of the active use area of a drivethrough restaurant, including the drive through, menu, and window, may be located closer than 300 feet to a lot containing a legal, conforming residential use.

5.4.36.5 All restaurants located within the B-1 and B-2 districts shall be limited to a capacity of 80 seats.

5.4.36.6 All restaurants that abut residential districts shall be screened entirely from view of adjacent residential properties by an opaque fence and/or vegetative screen to a minimum height of six feet. Such screen shall meet the minimum height requirement at the time of issuance of a certificate of occupancy.

TABLE 7.11-2 Zoning Buffer Requirements

B-2 – R-1A required 20' landscaped buffer

Present Zoning:	This parcel is currently zoned B-2 Neighborhood Business District
Present Use:	Undeveloped
Future Land Use:	Neighborhood Business Corridor District
Surrounding Zoning and Land Use:	North: B-2 Neighborhood Business District / undeveloped South: B-2 Neighborhood Business District/ Longleaf Trace, vacant East: R-1A Residential / undeveloped West: B-2 Neighborhood Business District / Longleaf Trace gateway
Letters or Concerns stated:	The Planning Division Office has not received any letters or other written communications relative to this case as of November 23, 2021.
History / Background:	The applicant met with staff in Pre-Application to discuss development of the site. Multiple options were discussed. Applicant is seeking a Conditional Use to develop site as a restaurant (snow cone stand) with accessory building or use. Parking will be provided on site with seating and pedestrian connections. Three parcels were included in the application but the development, as proposed, is only on PPINs 18827 and 18814. The Commission may consider reflecting this in their motion.

Option:

12.3.3.2 Additional Approval Criteria. In addition to the standards [5.4.36], 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.

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. The use will not have more than 80 seats & will have either a fence or vegetative screen between the property & adjacent residential properties.

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

The three parcels are currently abandoned lots. The proposed use of a snow cone stand / commercial building will provide an attractive amenity alongside the Longleaf Trace for the community.

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

The site can adequately fit a small scale commercial development as well as parking for the same. Applicant believes the previous commercial use was much higher density.

4. Will there be any additional pedestrian or vehicular traffic generated by the proposed use? _____

If yes, please explain:

Yes. The three parcels are currently abandoned lots & this use will restore them to a viable commercial purpose.

5. Will there be any elevation in the noise level resulting from this proposed use? _____

If yes, please explain:

Yes. As abandoned lots, these parcels currently have very little noise associated with them.

6. What is the expected number of customers/employees per day? 50-100

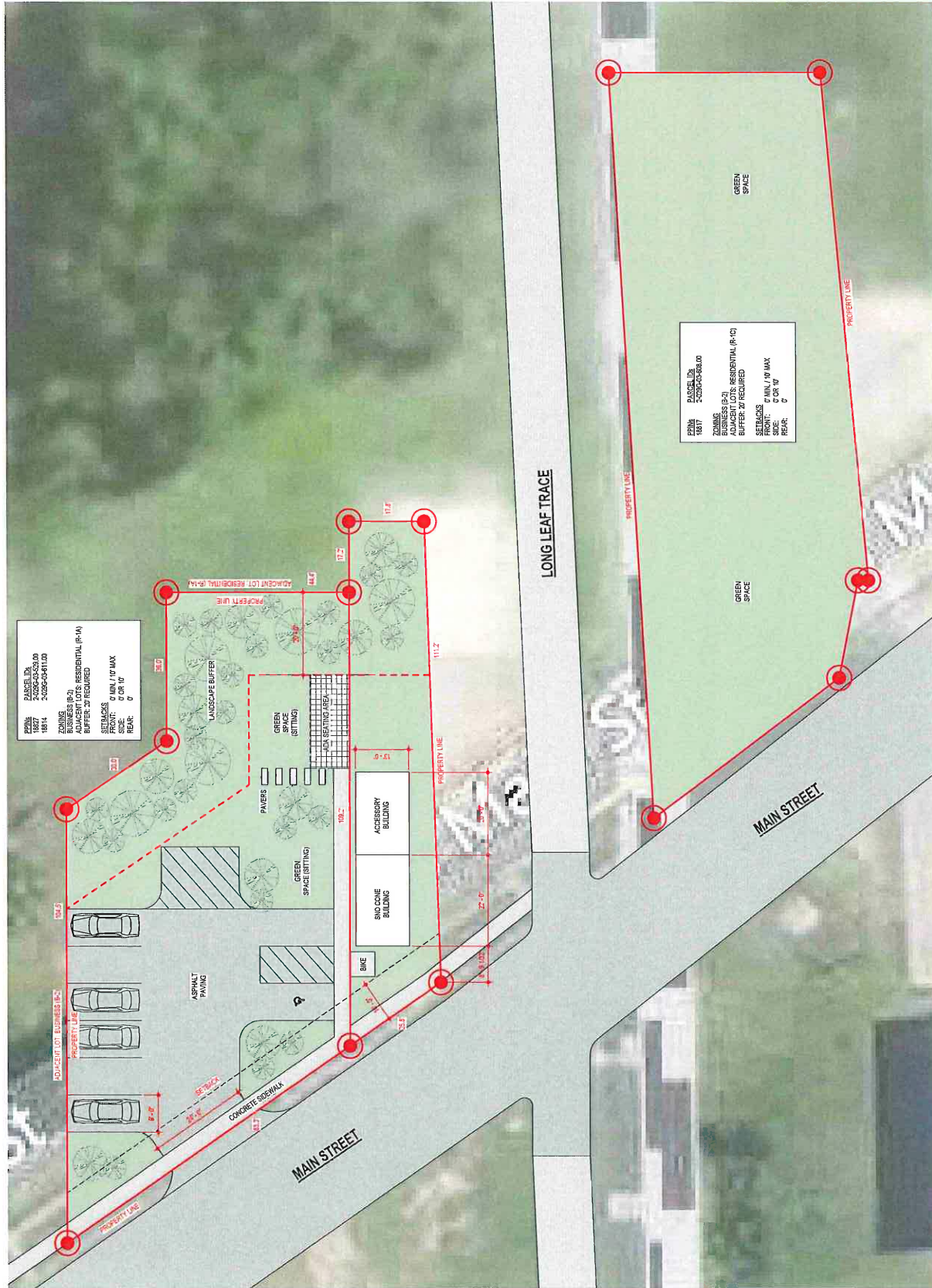
7. Parking Requirements:

Commercial/Industrial: Paved parking will be provided for 7 vehicles, and _____ ADA vehicle(s); with _____ loading spaces.

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

EDMONSON SNO CONE BUILDING
HATTIESBURG, MISSISSIPPI
MAIN STREET | HATTIESBURG, MISSISSIPPI 39401

SHEET TITLE	PROPOSED SITE PLAN
PROJECT NO.	24-0008
DATE	10.25.21
SCALE	AS NOTED
DRAWN BY	REBH
CHECKED BY	
REVISIONS	
SHEET NO.	A1



OVERALL SITE PLAN
SCALE 3/32" = 1'-0"



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ginger Lowrey, Planning Administrator

cc:

Date: Tuesday, December 21, 2021

Re: Approve or Deny a petition filed by Justin Woodward, Representative, and Roddy Rumbley, Owner, to request a variance from section 10, Table 10.6 "Minimum Front Sign Setback" for a pole sign in B-5, "10 ft" and instead allow a sign setback of 0 feet for a variance of 10 feet along US HWY 98 W for a proposed sign to be located at 6439 US HWY 98 W (Parcel 052N-09-032.001, PPIN 35094, Lamar Co., Ward 3). The Board of Adjustment recommended to Approve on December 1, 2021.
File Number: 2021-1426
Minute Book #

Summary

6439 US HWY 98 W - Variance - Sign setback

Recommendation Statement

Please place this on the December 21, 2021 City Council meeting for consideration.

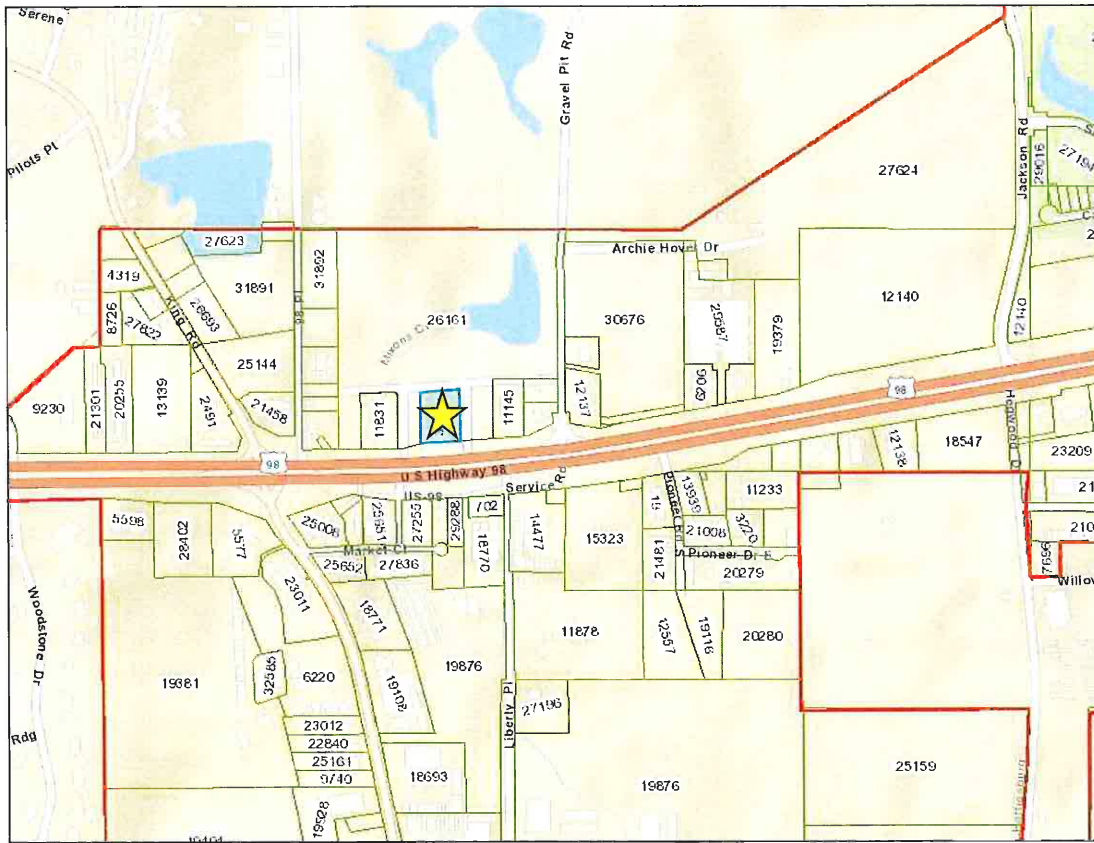
SUBJECT PARCEL:
6439 US HWY 98 W

Justin Woodward, Representative, and Roddy Rumbley, Owner

Request a variance from section 10, Table 10.6 “Minimum Front Sign Setback” for a pole sign in B-5, “10 ft” and instead allow a sign setback of 0 feet for a variance of 10 feet along US HWY 98 W for a proposed sign to be located at 6439 US HWY 98 W (Parcel 052N-09-032.001, PPIN 35094, Lamar Co., Ward 3).



Vicinity Map—Ward 3



Zoning—R-5



Site Aerial



SURROUNDING AREA

Northern Direction: B-5



Southern Direction: B-5



Eastern Direction: B-5



Western Direction: B-5



**Board of Adjustment
Case Fact Sheet**

Name of Petitioners: Justin Woodward, Representative, and Roddy Rumbley, Owner

Address of Property:
6439 US HWY 98 W

Tax Parcel
052N-09-032.001

PPIN:
35094

Ward:
3

Request: **Zoning Change from I-1 to B-5**

Purpose of Request: To consider variance from section 10, Table 10.6 "Minimum Front Sign Setback" for a pole sign in B-5, "10 ft" and instead allow a sign setback of 0 feet for a variance of 10 feet along US HWY 98 W for a proposed sign to be located at 6439 US HWY 98 W (Parcel 052N-09-032.001, PPIN 35094, Lamar Co., Ward 3).

Applicant Summary: See Attached

Applicable Regulations:

SECTION 10

Table 10.6 - 2 Dimensional Requirements By Sign Type					
Sign Type	Sign Height/Width (max)	Sign Message Area (max) (sq. ft.)	Setback (min.)		Additional Criteria
			Front	Side	
On Premises Signs Freestanding					
Monument Sign	10'/None	All applicable zones except I-1 and I-2 – 50 square feet;	5'	15'	1 per 500' of parcel street frontage /2 on corner lot (1 per street) with 150' min. frontage for any on premises freestanding sign; bottom edge of message area is min 18" and max 30" above ground; dimensions include multitenant signs
		For I-1 and I-2 – 72 square feet			
Pole Sign	35'/20'	For B-3 – 1square foot sign message area/1' street frontage up to 200 square feet	10'	15'	1 per 500' of parcel street frontage/2 on corner lot (1 per street) with 150' min. street frontage for any on premises freestanding sign; Bottom edge of message area is min. 6' above ground; dimensions include multitenant signs
		B-5, I-1, I-2 – 2 square feet sign message area/1' street frontage up to 400 square feet			

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

Present Use: Commercial

Future Land Use: Regional Business Corridor District

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

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.

Item: B
Justin Woodward, Representative, and Roddy Rumbley, Owner
Request for: **Sign Setback Variance**

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.

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

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

Approval Criteria.

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

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

The customer would like to request a 0' setback for his sign so it can be seen from the road. There is a piece of a sidewalk pushing his property line back. He wishes to butt the sign to the property line for visibility along US 98.

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

The variance would not affect neighbors in any way.

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.

The code would have the sign too far from the road and clustered near the building.

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

We have tried with other placements but none achieve the same goal.

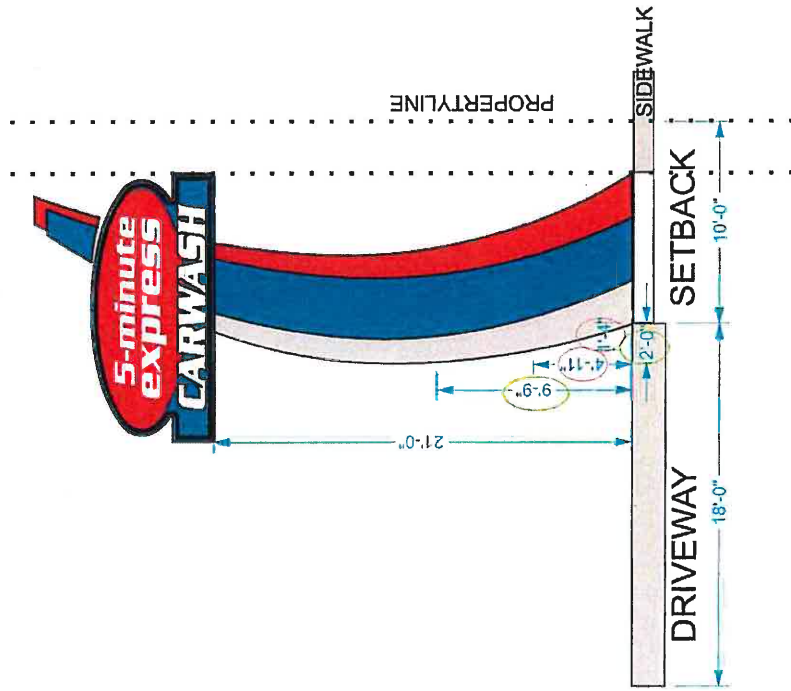
5. **Minimum Required.** The granting of a variance is the minimum variance that will make possible the reasonable use of the land or structure.

We are not asking to put the sign by the road, just at the edge of the property line.

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.

Correct.

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.



EXISTING LANDSCAPING NOTE:

THE EXISTING SHUBS/TREES AT THE BOUNDARY OF THE PROJECT BOUNDARIES ARE PART OF AN EXISTING AGREEMENT FOR THE DEVELOPMENT OF THE PROPERTY THAT ARE TO BE PROTECTED - SEE LANDSCAPE PLAN.

CONTRACTOR RECORDS:

THE CONTRACTOR SHALL MAINTAIN RECORD DRAWINGS DURING CONSTRUCTION TO WHICH ALL BUILDING CONDITIONS OF ALL WORK INCLUDING PAVING, DRAINAGE STRUCTURES, GRADING, ETC. RECORD DRAWINGS SHALL BE PROVIDED THE ENGINEER OF RECORD PRIOR TO BEGINNING FINAL INSPECTION.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION (MDOT)

THE CONTRACTOR SHALL NOTIFY MISSISSIPPI DEPARTMENT OF TRANSPORTATION (MDOT) 48 HOURS IN ADVANCE TO PERMIT ANY WORK IN THE STATE RIGHTS OF WAY.

INSPECTION NOTE:

THE OWNER OR HIS AGENT SHALL MAINTAIN ACCESSIBLE ADJUT THE COUNTY A JAIL INSPECTION OF THE DEVELOPMENT UPON 601-554-1401. AS-BUILT CERTIFICATIONS ARE REQUIRED PRIOR TO FINAL INSPECTION/APPROVAL.

COMPLETION NOTICE:

ALL ASPECTS OF THE STORMWATER/DRAINAGE COMPONENTS AND FOR TRANSPORTATION COMPONENTS SHALL BE COMPLETED PRIOR TO ISSUANCE OF A FINAL CERTIFICATE OF OCCUPANCY.

PLAN DEVIATION:

NO DEVIATIONS OR MODIFICATIONS FROM THESE PLANS BY THE CONTRACTOR SHALL BE ALLOWED WITHOUT PRIOR APPROVAL FROM BOTH THE DESIGN ENGINEER AND THE CITY OF HATTIESBURG. ANY DEVIATIONS MAY RESULT IN DELAYS IN OBTAINING A CERTIFICATE OF OCCUPANCY.

SUNSHINE UTILITIES NOTIFICATION:

NOTIFY THE CITY OF HATTIESBURG DEPT. OF ENGINEERING 48 HOURS IN ADVANCE OF ANY WORK IN ADJACENT TO STREETS OR A DESIGNATED AREA OF PEDESTRIAN TRAVEL SHALL BE PAINTED SAFETY YELLOW.

DAMAGE TO EXISTING FACILITIES:

ANY DAMAGE TO EXISTING ROADS DURING CONSTRUCTION WILL BE REPAIRED BY THE CONTRACTOR. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED PRIOR TO FINAL AS-BUILT SOIL OFF FROM THE CITY OF HATTIESBURG.

SEE SITE WORK CONSTRUCTION PLANS FOR SITE LAYOUT, GRADING, DRAINAGE AND UTILITIES

FIVE MINUTE EXPRESS CAR WASH

BY CLEARPOINT CONSULTING ENGINEERS, P.A.

U.S. HIGHWAY 90

PRIVATE ROAD

137'-4"

90'-3"

20'-5"

38'-3"

55'-5"

6" BARRIER CURB (TYP)

PAINTED DIRECTIONAL ARROW (TYP)

1" LIGHT STANDARD (TYP)

1" TYP LINE WATER G.

1" TYP LINE WATER G.

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GENERAL SITE GRADING NOTES:

1. TOP SOIL TO BE STORAGED UPON A DEDICATED AREA LOCATED UPON THE PROPERTY.
2. ALL SELECT FILL MATERIAL TO BE FIRST COMPACTED TO 95% RELATIVE COMPACTION. SELECT FILL MATERIAL SHALL BE PLACED IN 6" LIFT MAXIMUM.
3. ALL EXCESS EXCAVATED MATERIAL TO BE PLACED IN A DEDICATED AREA LOCATED UPON THE PROPERTY. EXCESS MATERIAL SHALL BE PLACED IN A DEDICATED AREA LOCATED UPON THE PROPERTY.
4. ALL EXCESS EXCAVATED MATERIAL TO BE PLACED IN A DEDICATED AREA LOCATED UPON THE PROPERTY. EXCESS MATERIAL SHALL BE PLACED IN A DEDICATED AREA LOCATED UPON THE PROPERTY.

FLAG POLE:

THE CONTRACTOR SHALL MAINTAIN THE FLAG POLE IN THE CENTER OF THE SITE. THE FLAG POLE SHALL BE 10' TALL AND SHALL BE PAINTED SAFETY YELLOW. THE FLAG POLE SHALL BE PLACED IN A DEDICATED AREA LOCATED UPON THE PROPERTY.

SIGNAGE NOTES:

THE CONTRACTOR SHALL MAINTAIN THE SIGNAGE IN THE CENTER OF THE SITE. THE SIGNAGE SHALL BE 10' TALL AND SHALL BE PAINTED SAFETY YELLOW. THE SIGNAGE SHALL BE PLACED IN A DEDICATED AREA LOCATED UPON THE PROPERTY.

IRRIGATION NOTES:

THE CONTRACTOR SHALL MAINTAIN THE IRRIGATION SYSTEM IN THE CENTER OF THE SITE. THE IRRIGATION SYSTEM SHALL BE 10' TALL AND SHALL BE PAINTED SAFETY YELLOW. THE IRRIGATION SYSTEM SHALL BE PLACED IN A DEDICATED AREA LOCATED UPON THE PROPERTY.

BACKFLOW PREVENTERS:

THE CONTRACTOR SHALL MAINTAIN THE BACKFLOW PREVENTERS IN THE CENTER OF THE SITE. THE BACKFLOW PREVENTERS SHALL BE 10' TALL AND SHALL BE PAINTED SAFETY YELLOW. THE BACKFLOW PREVENTERS SHALL BE PLACED IN A DEDICATED AREA LOCATED UPON THE PROPERTY.

GENERAL NOTES:

1. THE CONTRACTOR SHALL MAINTAIN THE GENERAL NOTES IN THE CENTER OF THE SITE. THE GENERAL NOTES SHALL BE 10' TALL AND SHALL BE PAINTED SAFETY YELLOW. THE GENERAL NOTES SHALL BE PLACED IN A DEDICATED AREA LOCATED UPON THE PROPERTY.

PORTABLE WATER NOTE:

THE CONTRACTOR SHALL MAINTAIN THE PORTABLE WATER NOTE IN THE CENTER OF THE SITE. THE PORTABLE WATER NOTE SHALL BE 10' TALL AND SHALL BE PAINTED SAFETY YELLOW. THE PORTABLE WATER NOTE SHALL BE PLACED IN A DEDICATED AREA LOCATED UPON THE PROPERTY.

FINISH PAD NOTE:

THE CONTRACTOR SHALL MAINTAIN THE FINISH PAD NOTE IN THE CENTER OF THE SITE. THE FINISH PAD NOTE SHALL BE 10' TALL AND SHALL BE PAINTED SAFETY YELLOW. THE FINISH PAD NOTE SHALL BE PLACED IN A DEDICATED AREA LOCATED UPON THE PROPERTY.

CURB NOTE:

THE CONTRACTOR SHALL MAINTAIN THE CURB NOTE IN THE CENTER OF THE SITE. THE CURB NOTE SHALL BE 10' TALL AND SHALL BE PAINTED SAFETY YELLOW. THE CURB NOTE SHALL BE PLACED IN A DEDICATED AREA LOCATED UPON THE PROPERTY.

GENERAL SITE NOTES:

1. THE CONTRACTOR SHALL MAINTAIN THE GENERAL SITE NOTES IN THE CENTER OF THE SITE. THE GENERAL SITE NOTES SHALL BE 10' TALL AND SHALL BE PAINTED SAFETY YELLOW. THE GENERAL SITE NOTES SHALL BE PLACED IN A DEDICATED AREA LOCATED UPON THE PROPERTY.

EROSION CONTROL WARNING:

THE CONTRACTOR SHALL MAINTAIN THE EROSION CONTROL WARNING IN THE CENTER OF THE SITE. THE EROSION CONTROL WARNING SHALL BE 10' TALL AND SHALL BE PAINTED SAFETY YELLOW. THE EROSION CONTROL WARNING SHALL BE PLACED IN A DEDICATED AREA LOCATED UPON THE PROPERTY.

ROOF DRAINAGE NOTE:

THE CONTRACTOR SHALL MAINTAIN THE ROOF DRAINAGE NOTE IN THE CENTER OF THE SITE. THE ROOF DRAINAGE NOTE SHALL BE 10' TALL AND SHALL BE PAINTED SAFETY YELLOW. THE ROOF DRAINAGE NOTE SHALL BE PLACED IN A DEDICATED AREA LOCATED UPON THE PROPERTY.

AS BUILT CERTIFICATION:

THE CONTRACTOR SHALL MAINTAIN THE AS BUILT CERTIFICATION IN THE CENTER OF THE SITE. THE AS BUILT CERTIFICATION SHALL BE 10' TALL AND SHALL BE PAINTED SAFETY YELLOW. THE AS BUILT CERTIFICATION SHALL BE PLACED IN A DEDICATED AREA LOCATED UPON THE PROPERTY.

GENERAL SITE NOTES:

1. THE CONTRACTOR SHALL MAINTAIN THE GENERAL SITE NOTES IN THE CENTER OF THE SITE. THE GENERAL SITE NOTES SHALL BE 10' TALL AND SHALL BE PAINTED SAFETY YELLOW. THE GENERAL SITE NOTES SHALL BE PLACED IN A DEDICATED AREA LOCATED UPON THE PROPERTY.

FOUNDATION NOTES:

1. FOUNDATION SHALL BE 18" MINIMUM CROSS SECTION. THE FOUNDATION SHALL BE PLACED IN A DEDICATED AREA LOCATED UPON THE PROPERTY.
2. FOUNDATION SHALL BE 18" MINIMUM CROSS SECTION. THE FOUNDATION SHALL BE PLACED IN A DEDICATED AREA LOCATED UPON THE PROPERTY.
3. FOUNDATION SHALL BE 18" MINIMUM CROSS SECTION. THE FOUNDATION SHALL BE PLACED IN A DEDICATED AREA LOCATED UPON THE PROPERTY.
4. FOUNDATION SHALL BE 18" MINIMUM CROSS SECTION. THE FOUNDATION SHALL BE PLACED IN A DEDICATED AREA LOCATED UPON THE PROPERTY.

BUILDING PAD PREPARATION NOTES:

1. THE AREA TO BE PREPARED SHALL BE 18" MINIMUM CROSS SECTION. THE AREA SHALL BE PLACED IN A DEDICATED AREA LOCATED UPON THE PROPERTY.
2. THE AREA TO BE PREPARED SHALL BE 18" MINIMUM CROSS SECTION. THE AREA SHALL BE PLACED IN A DEDICATED AREA LOCATED UPON THE PROPERTY.
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SITE PLAN

SCALE 1"=20'-0"

DATE 11-24-2020

CDR #1585

11-24-2020

11-24-2020

11-24-2020

11-24-2020

11-24-2020

11-24-2020

11-24-2020

11-24-2020

11-24-2020



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, December 21, 2021

Re: Adopt a Resolution establishing petty cash funds effective December 21, 2021 and approve issuance of a manual check to each custodian as of October 1, 2021.
File Number: 2021-1428
Minute Book #

Summary

Recommendation Statement

Please place this on the December 21, 2021 City Council meeting for consideration.

RESOLUTION

WHEREAS, the governing authorities of the City of Hattiesburg, Mississippi recognizes the need to comply with the State Department of Audit regulations, by granting approval for the petty cash funds of the City; to be established on or after October 1, 2020; and

WHEREAS, the governing authorities desire the administration of the City to continue to operate its routine functions.

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

Section 1. That the following petty cash funds be approved as of October 1, 2020:

<u>FUND/CUSTODIAN DEPARTMENT</u>		
<u>AMOUNT</u>		
General Fund:		
Phillip McSwain	Municipal Court (Cash Drawer)	\$300.00
Destiny McGinty	Police Department (Cash Drawer)	150.00
Deborah Bourne	Cemetery (Cash Drawer)	100.00
Kermas Eaton	Tax (Cash Drawer)	200.00
	City Hall	2,000.00
Total at Balance Sheet-General Fund		<u>\$2,750.00</u>
Water & Sewer Operation & Maintenance		
Wanda Turner	Water Office (Cash Drawer)	\$600.00
Total at Balance Sheet-Water & Sewer Oper Maint		\$600.00
Community Centers:		
Rebecca Acker	Comm. Ctrs (Cash Drawer)	\$50.00
Total at Balance Sheet-Community Centers		\$50.00

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

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 ^{21st} Day of December 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this 21st day of December 2021.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, December 21, 2021

Re: Adopt a Resolution authorizing Requisition No. 87 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: 2021-1433
Minute Book #

Summary

Adopt a Resolution authorizing Requisition No. 87 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 December 21, 2021 City Council meeting for consideration.

The City Council of the City of Hattiesburg, Mississippi (the “City”) acting for and on behalf of the City, took up for consideration the matter of requesting and authorizing Requisition No. **87** from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated August 18, 2016. After discussion of the subject, Council Member _____ offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE “CITY”) AUTHORIZING REQUISITION NO. 87 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF AUGUST 18, 2016, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

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

Whereas, the City Council of the City now finds it necessary to approve Requisition No. **87** from the Project Fund Construction Account under the Loan in the total aggregate amount of **\$334,823.66** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

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

SECTION 1. The City Council of the City hereby authorizes and approves Requisition No. **87** from the Project Fund Construction Account under the Loan in the total aggregate amount of **Three hundred Thirty-Four Thousand Eight Hundred Twenty-Three and 66/100 dollars (\$334,823.66)** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Regions Bank, as Trustee to disburse funds of Requisition No. **87** in the total aggregate amount **Three hundred Thirty-Four Thousand Eight Hundred Twenty-Three and 66/100 dollars (\$334,823.66)** as authorized herein, as more particularly described in Exhibit A.

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **21st** day of **December, 2021**.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **21st** day of **December, 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.: 87

DATE OF REQUISITION: 12/21/2021

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	C B Developers, Inc. 1716 Evelyn Gandy Pkwy., Suite 40 Hattiesburg, MS 39401	093695.7245.13	72,786.20	Pay App. No. 11 & Final	Katie Ave & Arledge St Infrastructure Period: 11/9/2020 - 8/31/2021 MB 2018-212
2	C B Developers, Inc. 1716 Evelyn Gandy Pkwy., Suite 40 Hattiesburg, MS 39401	093695.7245.51	262,037.46	Pay Est 10 & Final	Water Improvements Ph II Period: 03/1/19 - 06/30/21 MB: 2017-340
			334,823.66		



Engineering Progress

December 7, 2021

City of Hattiesburg
PO Box 1898
Hattiesburg MS 39403-1898

Attn: Lamar Rutland, P.E.

RE: Infrastructure Rehabilitation along Arledge St & Katie Ave
City of Hattiesburg, MS

Dear Lamar:

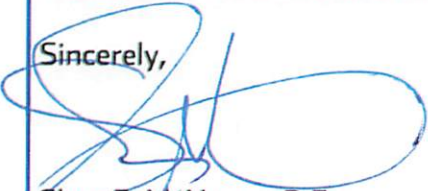
This is to certify the above referenced project has been completed in accordance with the previously approved plans and specifications.

Enclosed are the following documents:

1. The final estimate no. 11 for the contractor in the amount of \$72,786.20
2. Three (3) copies of Supplemental Agreement No. 1 that need the mayor's signature. Please have executed and return two (2) copies to our office.
3. Consent of Surety to final Payment
4. Warranty Letter
5. Substantial Completion Letter

Please do not hesitate to contact me should you have questions or comments.

Sincerely,



Shea E. McNease, P.E.
Project Engineer

/md

enclosures

093695.1245.13
MB 2018-212

Contractor's Application for Payment No.

11 FINAL

Application Period: 11/9/2020 - 8/31/2021		Application Date: 12/3/2021
To (Owner): CITY OF HATTIESBURG, MS	From (Contractor): C. B. Developers, Inc.	Via (Engineer): SHOWS, DEARMAN & WAITS, INC.
Project: INFRASTRUCTURE REHAB, ARLEDGE & KATIE AVE AREA	Contract:	
Owner's Contract No.: Not Applicable	Contractor's Project No.:	Engineer's Project No.:

**Application For Payment
Change Order Summary**

Approved Change Orders		
Number	Additions	Deductions
SA - 1	\$95,176.30	\$134,023.27
TOTALS	\$95,176.30	\$134,023.27
NET CHANGE BY CHANGE ORDERS	-\$38,846.97	

1. ORIGINAL CONTRACT PRICE.....	\$	\$1,035,127.45
2. Net change by Change Orders.....	\$	-\$38,846.97
3. Current Contract Price (Line 1 + 2).....	\$	\$996,280.48
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$	\$996,280.48
5. RETAINAGE:		
a. 5% X \$996,280.48 Work Completed.....	\$	
b. 5% X Stored Material.....	\$	
c. Total Retainage (Line 5.a + Line 5.b).....	\$	
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$996,280.48
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$923,494.28
8. AMOUNT DUE THIS APPLICATION.....	\$	\$72,786.20
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$	

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:

Date:

12/3/2021

Payment of:

\$

\$72,786.20

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

is recommended by:

(Engineer)

(Date)

Payment of:

\$

\$72,786.20

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

is approved by:

(Owner)

(Date)

Approved by:

Funding or Financing Entity (if applicable)

(Date)

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):							Application Number: 11 FINAL				
Application Period: 11/9/2020 - 8/31/2021							Application Date: 12/3/2021				
A					B	C	D	E	F		
Item			Contract Information			Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
ARLEDGE STREET (ROADWAY)											
1	CLEARING AND GRUBBING	1.00	LS	\$622.20	\$622.20	1	\$622.20		\$622.20	100.0%	
2	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	43.56	SY	\$3.11	\$135.47	43.56	\$135.47		\$135.47	100.0%	
3	REMOVAL OF CURB &/ OR CURB & GUTTER, ALL TYPES	560.00	LF	\$3.11	\$1,741.60	560	\$1,741.60		\$1,741.60	100.0%	
4	REMOVAL OF UTILITIES	1.00	LS	\$12,444.00	\$12,444.00	1	\$12,444.00		\$12,444.00	100.0%	
5	EXCESS EXCAVATION, LVM, AH		CY	\$14.93							
6	SAND BAGS		EA	\$18.67							
7	WATTLED, 20"		LF	\$9.01							
8	GRANULAR MATERIAL (LVM) (CLASS 9, GROUP B)	493.00	CY	\$9.96	\$4,910.28	493	\$4,910.28		\$4,910.28	100.0%	
9	9.5 MM, MT, ASPHALT PAVEMENT	304.03	TON	\$205.33	\$62,426.48	304.03	\$62,426.48		\$62,426.48	100.0%	
10	19 MM, MT, ASPHALT PAVEMENT		TON	\$205.33							
11	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS		SY	\$14.93							
12	CONCRETE DRIVEWAY, WITHOUT REINFORCEMENT, 6" TH	326.00	SY	\$78.40	\$25,558.40	326	\$25,558.40		\$25,558.40	100.0%	
13	COMBINATION CONCRETE CURB & GUTTER, PER PLANS	980.00	LF	\$26.13	\$25,607.40	980	\$25,607.40		\$25,607.40	100.0%	
14	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT	246.25	SY	\$53.51	\$13,176.84	246.25	\$13,176.84		\$13,176.84	100.0%	
15	CLASS "B" STRUCTURAL CONCRETE - MINOR STRUCTURES	34.20	CY	\$2,001.00	\$68,434.20	34.2	\$68,434.20		\$68,434.20	100.0%	
16	REINFORCING STEEL	3,253.20	LBS	\$1.80	\$5,855.76	3253.2	\$5,855.76		\$5,855.76	100.0%	
17	18" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE	310.00	LF	\$37.18	\$11,525.80	310	\$11,525.80		\$11,525.80	100.0%	
18	24" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE	250.00	LF	\$53.15	\$13,287.50	250	\$13,287.50		\$13,287.50	100.0%	
19	8" CORRUGATED POLYETHYLENE PIPE	20.00	LF	\$36.55	\$731.00	20	\$731.00		\$731.00	100.0%	
20	10" CORRUGATED POLYETHYLENE PIPE	20.00	LF	\$39.30	\$786.00	20	\$786.00		\$786.00	100.0%	
21	12" CORRUGATED POLYETHYLENE PIPE	20.00	LF	\$41.92	\$838.40	20	\$838.40		\$838.40	100.0%	
22	CASTINGS	553.00	LBS	\$7.35	\$4,064.55	553	\$4,064.55		\$4,064.55	100.0%	
23	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW		LF	\$1.24							
24	THERMOPLASTIC DETAIL STRIPE, WHITE		LF	\$2.49							
Totals					\$252,145.88		\$252,145.88		\$252,145.88		

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):						Application Number: 11 FINAL					
Application Period: 11/9/2020 - 8/31/2021						Application Date: 12/3/2021					
A					B	C	D	E	F		
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
	SUBTOTAL FROM PREVIOUS PAGE				\$252,145.88		\$252,145.88		\$252,145.88		
25	THERMOPLASTIC LEGEND, WHITE		LF	\$2.49							
26	DETECTABLE WARNING, PER PLANS		SF	\$68.44							
27	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.125" TH		SF	\$24.27							
28	STEEL U-SECTION POSTS, 2.0 LBS/FT		LF	\$9.96							
29	MAINTENANCE OF TRAFFIC	1.00	LS	\$10,577.40	\$10,577.40	1	\$10,577.40		\$10,577.40	100.0%	
30	MOBILIZATION	1.00	LS	\$31,110.00	\$31,110.00	1	\$31,110.00		\$31,110.00	100.0%	
	KATIE AVENUE (ROADWAY)										
1	CLEARING AND GRUBBING	1.00	LS	\$622.20	\$622.20	1	\$622.20		\$622.20	100.0%	
2	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	1,108.19	SY	\$3.11	\$3,446.47	1,108.19	\$3,446.47		\$3,446.47	100.0%	
3	REMOVAL OF CONCRETE PAVEMENT, ALL DEPTHS	574.95	SY	\$3.11	\$1,788.09	574.95	\$1,788.09		\$1,788.09	100.0%	
4	REMOVAL OF CONCRETE WALKS, ALL DEPTHS	217.00	SY	\$3.11	\$674.87	217	\$674.87		\$674.87	100.0%	
5	REMOVAL OF CURB &/ OR CURB & GUTTER, ALL TYPES	440.00	LF	\$3.11	\$1,368.40	440	\$1,368.40		\$1,368.40	100.0%	
6	REMOVAL OF UTILITIES	1.00	LS	\$12,444.00	\$12,444.00	1	\$12,444.00		\$12,444.00	100.0%	
7	REMOVAL OF INLET AND JUNCTION BOX, ALL TYPES & S		EA	\$186.66							
8	REMOVE AND RESET SIGNS, ALL SIZES		EA	\$12.44							
9	EXCESS EXCAVATION, LVM, AH		CY	\$3.73							
10	SAND BAGS		EA	\$18.67							
11	WATTLES, 20"		LF	\$10.86							
12	GRANULAR MATERIAL (LVM)(CLASS 9, GROUP B)		CY	\$9.96							
13	9.5 MM, MT, ASPHALT PAVEMENT		TON	\$205.33							
14	19 MM, MT, ASPHALT PAVEMENT		TON	\$205.33							
15	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS		SY	\$14.93							
16	CONCRETE DRIVEWAY, WITHOUT REINFORCEMENT, 6" TH		SY	\$78.40							
17	CONCRETE DRIVEWAY, WITHOUT REINFORCEMENT, 6" TH		SY	\$112.00							
18	COMBINATION CONCRETE CURB & GUTTER, PER PLANS		LF	\$26.13							
	Totals				\$314,177.31		\$314,177.31		\$314,177.31		

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract)						Application Number: 11 FINAL				
Application Period: 11/9/2020 - 8/31/2021						Application Date: 12/3/2021				
A				B	C	D	E	F		
Item		Contract Information			Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)					
	SUBTOTAL FROM PREVIOUS PAGE				\$314,177.31		\$314,177.31	\$314,177.31		
19	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, BROOKLYN		SY	\$53.51						
20	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, STAMFORD		SY	\$112.00						
21	CLASS "B" STRUCTURAL CONCRETE - MINOR STRUCTURES	44.48	CY	\$2,001.00	\$89,004.48	44.48	\$89,004.48	\$89,004.48	100.0%	
22	REINFORCING STEEL	3,568.00	LBS	\$1.80	\$6,422.40	3,568	\$6,422.40	\$6,422.40	100.0%	
23	15" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE	24.00	LF	\$37.15	\$891.60	24	\$891.60	\$891.60	100.0%	
24	18" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE	193.00	LF	\$37.18	\$7,175.74	193	\$7,175.74	\$7,175.74	100.0%	
25	24" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE	16.00	LF	\$53.15	\$850.40	16	\$850.40	\$850.40	100.0%	
26	30" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE	203.00	LF	\$84.35	\$17,123.05	203	\$17,123.05	\$17,123.05	100.0%	
27	44" X 27" REINFORCED CONCRETE ARCH PIPE, CLASS A3, F	102.00	LF	\$126.92	\$12,945.84	102	\$12,945.84	\$12,945.84	100.0%	
28	51" X 31" REINFORCED CONCRETE ARCH PIPE, CLASS A3, F	240.00	LF	\$156.67	\$37,600.80	240	\$37,600.80	\$37,600.80	100.0%	
29	51" X 31" REINFORCED CONCRETE ARCH PIPE END SECTION	1.00	EA	\$1,891.49	\$1,891.49	1	\$1,891.49	\$1,891.49	100.0%	
30	CASTINGS	395.00	LBS	\$2.38	\$940.10	395	\$940.10	\$940.10	100.0%	
31	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW		LF	\$1.24						
32	THERMOPLASTIC DETAIL STRIPE, WHITE		LF	\$2.49						
33	THERMOPLASTIC LEGEND, WHITE		LF	\$2.49						
34	THERMOPLASTIC LEGEND, WHITE		SF	\$7.47						
35	DETECTABLE WARNING, PER PLANS		SF	\$68.44						
36	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0 125" T		SF	\$24.27						
37	STEEL U-SECTION POSTS, 2.0 LBS/FT		LF	\$9.96						
38	MAINTENANCE OF TRAFFIC	1.00	LS	\$10,577.40	\$10,577.40	1	\$10,577.40	\$10,577.40	100.0%	
39	MOBILIZATION	1.00	LS	\$31,110.00	\$31,110.00	1	\$31,110.00	\$31,110.00	100.0%	
	TRAFFIC SIGNAL RELOCATION									
1	RELOCATION OF EXISTING TRAFFIC SIGNAL CONTROLLER	1.00	LS	\$43,460.68	\$43,460.68	1	\$43,460.68	\$43,460.68	100.0%	
2	REMOVAL OF EXISTING TRAFFIC CONTROLLER BASE	1.00	EA	\$1,866.60	\$1,866.60	1	\$1,866.60	\$1,866.60	100.0%	
3	MAINTENANCE OF TRAFFIC	1.00	LS	\$3,111.00	\$3,111.00	1	\$3,111.00	\$3,111.00	100.0%	
	Totals				\$579,148.89		\$579,148.89	\$579,148.89		

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):							Application Number: 11 FINAL				
Application Period: 11/9/2020 - 8/31/2021							Application Date: 12/3/2021				
A					B	C	D	E	F		
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
	SUBTOTAL FROM PREVIOUS PAGE				\$579,148.89		\$579,148.89		\$579,148.89		
4	MOBILIZATION	1.00	LS	\$8,088.60	\$8,088.60	1	\$8,088.60		\$8,088.60	100.0%	
	ARLEDGE STREET (WATER)										
1	12" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)	722.00	LF	\$45.53	\$32,872.66	722	\$32,872.66		\$32,872.66	100.0%	
2	8" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)	40.00	LF	\$37.29	\$1,491.60	40	\$1,491.60		\$1,491.60	100.0%	
3	6" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)	145.00	LF	\$33.60	\$4,872.00	145	\$4,872.00		\$4,872.00	100.0%	
4	4" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)		LF	\$32.21							
5	3" SCH. 80 PVC (OPEN CUT)	75.00	LF	\$14.85	\$1,113.75	75	\$1,113.75		\$1,113.75	100.0%	
6	2" SCH. 80 PVC (OPEN CUT)	33.00	LF	\$13.64	\$450.12	33	\$450.12		\$450.12	100.0%	
7	1-1/2" SCH. 80 PVC (OPEN CUT)		LF	\$13.36							
8	20" STEEL CASING (BORED)	60.00	LF	\$170.73	\$10,243.80	60	\$10,243.80		\$10,243.80	100.0%	
9	16" DR-11 HDPE (OPEN CUT)	80.00	LF	\$198.01	\$15,840.80	80	\$15,840.80		\$15,840.80	100.0%	
10	TRACER WIRE SYSTEM	1,095.00	LF	\$3.77	\$4,128.15	1095	\$4,128.15		\$4,128.15	100.0%	
11	8" GATE VALVE	1.00	EA	\$1,515.62	\$1,515.62	1	\$1,515.62		\$1,515.62	100.0%	
12	6" GATE VALVE	1.00	EA	\$1,168.44	\$1,168.44	1	\$1,168.44		\$1,168.44	100.0%	
13	CONNECTION: PROPOSED 12" TO EXISTING 20" (HOT TAP)	0.30	EA	\$9,217.06	\$2,765.12	0.3	\$2,765.12		\$2,765.12	100.0%	
14	CONNECTION: PROPOSED 12" TO PROPOSED 12" (TEE)	1.00	EA	\$7,689.95	\$7,689.95	1	\$7,689.95		\$7,689.95	100.0%	
15	CONNECTION: PROPOSED 12" TO PROPOSED 8" (TEE & RED)	1.00	EA	\$5,083.13	\$5,083.13	1	\$5,083.13		\$5,083.13	100.0%	
16	CONNECTION: PROPOSED 8" TO PROPOSED 6" (TEE & RED)	1.00	EA	\$2,922.16	\$2,922.16	1	\$2,922.16		\$2,922.16	100.0%	
17	CONNECTION: PROPOSED 6" TO PROPOSED 4" (TEE)		EA	\$2,525.36							
18	3-WAY FIRE HYDRANT WITH APPURTENANCES (INCL. TEE)	2.00	EA	\$5,587.12	\$11,174.24	2	\$11,174.24		\$11,174.24	100.0%	
19	6" FIRE SUPPRESSION CONNECTION	3.00	EA	\$4,895.89	\$14,687.67	3	\$14,687.67		\$14,687.67	100.0%	
20	3" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TEE)	4.00	EA	\$3,941.36	\$15,765.44	4	\$15,765.44		\$15,765.44	100.0%	
21	2" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TEE)	1.00	EA	\$2,708.84	\$2,708.84	1	\$2,708.84		\$2,708.84	100.0%	
22	1-1/2" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TEE)		EA	\$1,946.62							
	KATIE AVENUE (WATER)										
	Totals				\$723,730.98		\$723,730.98		\$723,730.98		

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract)							Application Number: 11 FINAL				
Application Period: 11/9/2020 - 8/31/2021							Application Date: 12/3/2021				
A					B	C	D	E	F		
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
	SUBTOTAL FROM PREVIOUS PAGE				\$723,730.98		\$723,730.98		\$723,730.98		
1	8" DUCTILE IRON WATER LINE (OPEN CUT)	380.00	LF	\$33.56	\$12,752.80	380	\$12,752.80		\$12,752.80	100.0%	
2	3" SCH. 80 PVC (OPEN CUT)	60.00	LF	\$21.07	\$1,264.20	60	\$1,264.20		\$1,264.20	100.0%	
3	1-1/2" SCH. 80 PVC (OPEN CUT)	60.00	LF	\$19.59	\$1,175.40	60	\$1,175.40		\$1,175.40	100.0%	
4	TRACER WIRE SYSTEM	500.00	LF	\$3.26	\$1,630.00	500	\$1,630.00		\$1,630.00	100.0%	
5	CONNECTION: PROPOSED 8" TO EXISTING 6" (HOT TAP w/	1.00	EA	\$4,568.39	\$4,568.39	1	\$4,568.39		\$4,568.39	100.0%	
6	3-WAY FIRE HYDRANT WITH APPURTENANCES (INCL. TEE	1.00	EA	\$5,440.23	\$5,440.23	1	\$5,440.23		\$5,440.23	100.0%	
7	6" FIRE SUPPRESSION CONNECTION	1.00	EA	\$3,705.81	\$3,705.81	1	\$3,705.81		\$3,705.81	100.0%	
8	3" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. T	1.00	EA	\$3,609.46	\$3,609.46	1	\$3,609.46		\$3,609.46	100.0%	
9	1-1/2" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INC	1.00	EA	\$1,967.23	\$1,967.23	1	\$1,967.23		\$1,967.23	100.0%	
	ARLEDGE (SEWER)										
1	8" PVC SEWER, SDR 26 (6'-8")	266.00	LF	\$29.28	\$7,788.48	266	\$7,788.48		\$7,788.48	100.0%	
2	8" PVC SEWER, SDR 26 (8'-10")	150.00	LF	\$34.26	\$5,139.00	150	\$5,139.00		\$5,139.00	100.0%	
3	6" PVC SEWER, SDR 26 (ALL DEPTHS)	173.25	LF	\$22.08	\$3,825.36	173.25	\$3,825.36		\$3,825.36	100.0%	
4	TRACER WIRE SYSTEM	533.25	LF	\$4.47	\$2,383.63	533.25	\$2,383.63		\$2,383.63	100.0%	
5	48" DIAMETER PRECAST CONCRETE MANHOLE (6'-8")	2.00	EA	\$4,016.80	\$8,033.60	2	\$8,033.60		\$8,033.60	100.0%	
6	60" DIAMETER PRECAST CONCRETE MANHOLE (8'-10")	0.79	EA	\$4,657.75	\$3,679.62	0.79	\$3,679.62		\$3,679.62	100.0%	
7	8" X 8" X 6" SERVICE TEE	5.00	EA	\$508.21	\$2,541.05	5	\$2,541.05		\$2,541.05	100.0%	
8	6" PVC CLEANOUT	5.00	EA	\$652.53	\$3,262.65	5	\$3,262.65		\$3,262.65	100.0%	
9	DEMOLITION AND REMOVAL OF EXISTING MANHOLE	1.00	EA	\$933.30	\$933.30	1	\$933.30		\$933.30	100.0%	
10	ABANDONMENT OF EXISTING MANHOLE	2.00	EA	\$684.42	\$1,368.84	2	\$1,368.84		\$1,368.84	100.0%	
11	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	1,752.00	CY	\$11.82	\$20,708.64	1752	\$20,708.64		\$20,708.64	100.0%	
	KATIE AVE & EDWARDS ST (SEWER)										
1	8" PVC SEWER, SDR 26 (8'-10")	395.00	LF	\$34.26	\$13,532.70	395	\$13,532.70		\$13,532.70	100.0%	
2	8" PVC SEWER, SDR 26 (10'-12")	55.00	LF	\$39.24	\$2,158.20	55	\$2,158.20		\$2,158.20	100.0%	
3	6" PVC SEWER, SDR 26 (ALL DEPTHS)	62.00	LF	\$15.57	\$965.34	62	\$965.34		\$965.34	100.0%	
	Totals				\$836,164.91		\$836,164.91		\$836,164.91		

Contractor's Application

EJCDC® C-620 Contractor's Application for Payment
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Monthly Totals

For (Contract		Application Number:	11 FINAL
Application	11/9/2020 - 8/31/2021	Application Date:	12/3/2021

ITEM NUMBER	DESCRIPTION	1 Estimated Quantity Installed	2 Estimated Quantity Installed	3 Estimated Quantity Installed	4 Estimated Quantity Installed	5 Estimated Quantity Installed	6 Estimated Quantity Installed	7 Estimated Quantity Installed	8 Estimated Quantity Installed	9 Estimated Quantity Installed	10 Estimated Quantity Installed	11 Estimated Quantity Installed	TOTAL Estimated Quantity Installed
	ARLEDGE STREET (ROADWAY)												
1	CLEARING AND GRUBBING	1											1
2	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	43.56											43.56
3	REMOVAL OF CURB &/ OR CURB & GUTTER, ALL TYPES					560							560
4	REMOVAL OF UTILITIES				1								1
5	EXCESS EXCAVATION, LVM, AH												
6	SAND BAGS												
7	WATTLED, 20"												
8	GRANULAR MATERIAL (LVM) (CLASS 9, GROUP B)										493		493
9	9.5 MM, MT, ASPHALT PAVEMENT										304.03		304.03
10	19 MM, MT, ASPHALT PAVEMENT												
11	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS												
12	CONCRETE DRIVEWAY, WITHOUT REINFORCEMENT, 6" THICK, BROOM FINISH										303	23	326
13	COMBINATION CONCRETE CURB & GUTTER, PER PLANS									130	850		980
14	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT									12	234.25		246.25
15	CLASS "B" STRUCTURAL CONCRETE - MINOR STRUCTURES					9.12	5.98		7	12.1			34.2
16	REINFORCING STEEL					1084	526.2			1089	554		3253.2
17	18" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE GASKETS					235	75						310
18	24" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE GASKETS					250							250
19	8" CORRUGATED POLYETHYLENE PIPE					20							20
20	10" CORRUGATED POLYETHYLENE PIPE						20						20
21	12" CORRUGATED POLYETHYLENE PIPE						20						20
22	CASTINGS									553			553
23	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW												
24	THERMOPLASTIC DETAIL STRIPE, WHITE												

Monthly Totals

For (Contract		Application Number:	11 FINAL
Application #	11/9/2020 - 8/31/2021	Application Date:	12/3/2021

ITEM NUMBER	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	11	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
25	THERMOPLASTIC LEGEND, WHITE												
26	DETECTABLE WARNING, PER PLANS												
27	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.125" THICKNESS												
28	STEEL U-SECTION POSTS, 2.0 LBS/FT												
29	MAINTENANCE OF TRAFFIC	0.25	0.1	0.1		0.55							1
30	MOBILIZATION	0.4	0.1	0.1		0.4							1
	KATIE AVENUE (ROADWAY)												
1	CLEARING AND GRUBBING	1											1
2	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	350	736.86	21.33									1108.19
3	REMOVAL OF CONCRETE PAVEMENT, ALL DEPTHS	71.34	249.72	253.89									574.95
4	REMOVAL OF CONCRETE WALKS, ALL DEPTHS										217		217
5	REMOVAL OF CURB &/ OR CURB & GUTTER, ALL TYPES		11								429		440
6	REMOVAL OF UTILITIES				1								1
7	REMOVAL OF INLET AND JUNCTION BOX, ALL TYPES & SIZES												
8	REMOVE AND RESET SIGNS, ALL SIZES												
9	EXCESS EXCAVATION, LVM, AH												
10	SAND BAGS												
11	WATTLES, 20"												
12	GRANULAR MATERIAL (LVM)(CLASS 9, GROUP B)												
13	9.5 MM, MT, ASPHALT PAVEMENT												
14	19 MM, MT, ASPHALT PAVEMENT												
15	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS												
16	CONCRETE DRIVEWAY, WITHOUT REINFORCEMENT, 6" THICK, BROOM FINISH												
17	CONCRETE DRIVEWAY, WITHOUT REINFORCEMENT, 6" THICK, STAMPED AND COLORED												
18	COMBINATION CONCRETE CURB & GUTTER, PER PLANS												

Monthly Totals

For (Contract		Application Number	11 FINAL
Application #	11/9/2020 - 8/31/2021	Application Date:	12/3/2021

ITEM NUMBER	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	11	TOTAL
19	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, BROOM FINISH												
20	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, STAMPED AND COLORED												
21	CLASS "B" STRUCTURAL CONCRETE - MINOR STRUCTURES		14.18	9.3					12	3.25	5.75	1282.5	44.48
22	REINFORCING STEEL		1203	790						292.5			3568
23	15" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE GASKETS		8	16									24
24	18" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE GASKETS			193									193
25	24" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE GASKETS			16									16
26	30" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE GASKETS			203									203
27	44" X 27" REINFORCED CONCRETE ARCH PIPE, CLASS A3, FLEXIBLE		70	32									102
28	51" X 31" REINFORCED CONCRETE ARCH PIPE, CLASS A3, FLEXIBLE		240										240
29	51" X 31" REINFORCED CONCRETE ARCH PIPE END SECTION		1										1
30	CASTINGS									395			395
31	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW												
32	THERMOPLASTIC DETAIL STRIPE, WHITE												
33	THERMOPLASTIC LEGEND, WHITE												
34	THERMOPLASTIC LEGEND, WHITE												
35	DETECTABLE WARNING, PER PLANS												
36	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.125" THICKNESS												
37	STEEL U-SECTION POSTS, 2.0 LBS/FT												
38	MAINTENANCE OF TRAFFIC	0.25	0.1	0.1		0.55							1
39	MOBILIZATION	0.4	0.1	0.1		0.4							1
TRAFFIC SIGNAL RELOCATION													
1	RELOCATION OF EXISTING TRAFFIC SIGNAL CONTROLLER, PER PLANS				1								1
2	REMOVAL OF EXISTING TRAFFIC CONTROLLER BASE				1								1
3	MAINTENANCE OF TRAFFIC				1								1

Monthly Totals

For Contract	Application Number:	11 FINAL
Application 1	Application Date	12/3/2021
11/9/2020 - 8/31/2021		

EM NUMBER	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	11	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
4	MOBILIZATION				1								1
	ARLEDGE STREET (WATER)												
1	12" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)					200	442	80					722
2	8" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)					40							40
3	6" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)					120	25						145
4	4" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)												
5	3" SCH. 80 PVC (OPEN CUT)						75						75
6	2" SCH. 80 PVC (OPEN CUT)						33						33
7	1-1/2" SCH. 80 PVC (OPEN CUT)					60	-60						
8	20" STEEL CASING (BORED)					60							60
9	16" DR-11 HDPE (OPEN CUT)					80							80
10	TRACER WIRE SYSTEM					500	515	80					1095
11	8" GATE VALVE											1	1
12	6" GATE VALVE											1	1
13	CONNECTION: PROPOSED 12" TO EXISTING 20" (HOT TAP w/ 12" VALVE)										0.3		0.3
14	CONNECTION: PROPOSED 12" TO PROPOSED 12" (TEE)							1					1
15	CONNECTION: PROPOSED 12" TO PROPOSED 8" (TEE & REDUCER)												1
16	CONNECTION: PROPOSED 8" TO PROPOSED 6" (TEE & REDUCERS)												1
17	CONNECTION: PROPOSED 6" TO PROPOSED 4" (TEE)												1
18	3-WAY FIRE HYDRANT WITH APPURTENANCES (INCL. TEE, VALVE, HYDRANT, BRASS TAG, PIPE & OTHER FITTINGS)							2					2
19	6" FIRE SUPPRESSION CONNECTION												
20	3" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TAP, VALVE, CURB STOP, FITTINGS, VALVE BOX, METER)							3					3
21	2" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TAP, VALVE, CURB STOP, FITTINGS, VALVE BOX, METER, METER BG)							2					4
22	1-1/2" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TAP, VALVE, CURB STOP, FITTINGS, VALVE BOX, METER)							1					1
	KATIE AVENUE (WATER)							-1					

Monthly Totals

For Contract	Application Number	11 FINAL
Application	Application Date:	12/3/2021
11/9/2020 - 8/31/2021		

ITEM NUMBER	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	11	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
1	18" DUCTILE IRON WATER LINE (OPEN CUT)						360						360
2	3" SCH. 80 PVC (OPEN CUT)							60					60
3	1-1/2" SCH. 80 PVC (OPEN CUT)							60					60
4	TRACER WIRE SYSTEM						380	120					500
5	CONNECTION: PROPOSED 8" TO EXISTING 6" (HOT TAP W/ 8" VALVE)						1						1
6	3-WAY FIRE HYDRANT WITH APPURTENANCES (INCL. TEE, VALVE, HYDRANT, BRASS TAG, PIPE & OTHER FITTING)						1						1
7	6" FIRE SUPPRESSION CONNECTION												
8	3" SERVICE TAP W/ VALVE FOR DOMESTIC WATER (INCL. TAP, VALVE, CURB STOP, FITTINGS, VALVE BOX, METER, METE						1						1
9	1-1/2" SERVICE TAP W/ VALVE FOR DOMESTIC WATER (INCL. TAP, VALVE, CURB STOP, FITTINGS, VALVE BOX, METER, METE						1						1
ARLEDGE (SEWER)													
1	18" PVC SEWER, SDR 26 (6'-8")		210										210
2	18" PVC SEWER, SDR 26 (8'-10")	150											150
3	6" PVC SEWER, SDR 26 (ALL DEPTHS)	60	50.25			63							173.25
4	TRACER WIRE SYSTEM	210	260.25			35	28						533.25
5	48" DIAMETER PRECAST CONCRETE MANHOLE (6'-8")		2										2
6	60" DIAMETER PRECAST CONCRETE MANHOLE (8'-10")	0.79											0.79
7	8" X 8" X 6" SERVICE TEE		4										4
8	6" PVC CLEANOUT												
9	DEMOLITION AND REMOVAL OF EXISTING MANHOLE					1							1
10	ABANDONMENT OF EXISTING MANHOLE												
11	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	420				884	80	336		32			1752
KATIE AVE & EDWARDS ST (SEWER)													
1	18" PVC SEWER, SDR 26 (8'-10")	395											395
2	18" PVC SEWER, SDR 26 (10'-12")	55											55
3	6" PVC SEWER, SDR 26 (ALL DEPTHS)	8		54									62

Monthly Totals

For (Contract)	Application Number	11 FINAL
Application #	Application Date	12/3/2021

ITEM NUMBER	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	11	TOTAL
4	TRACER WIRE SYSTEM	482											536
5	48" DIAMETER PRECAST CONCRETE MANHOLE (10'-12")	2					54						2
6	8" X 8" X 6" SERVICE TEE	2											2
7	6" PVC CLEANOUT			2									2
8	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	1544.65	954	1342			384						4224.65
	SUPPLEMENTAL AGREEMENT NO. 1												
	ARLEDGE STREET (Roadway)												
31	REMOVAL OF CONCRETE ROADWAY, ALL DEPTHS											912	912
32	REMOVAL OF CONCRETE PAVEMENT ALL DEPTHS											125	125
33	REMOVAL OF CONCRETE SIDEWALKS, ALL DEPTHS											206	206
34	SAW CUT OF CONCRETE ROADWAY, ALL DEPTHS											846	846
35	CRUSHED AGGREGATE (SIZE 610)											1031	1031
36	SOLID SODDING											633	633
	ARLEDGE STREET (WATER)												
37	3/4" SERVICE CONNECTION FOR EXISTING DOMESTIC SERVICE INCLUDING TAP, VALVE, CURB STOP, FITTINGS, ETC.											5	5



Engineering Progress

December 9, 2021

City of Hattiesburg
PO Box 1898
Hattiesburg MS 39403-1898

Attn: Lamar Rutland, P.E.

RE: Comprehensive Water Improvements Phase II
Palmers Crossing & Irene Chapel
Hattiesburg, MS

Dear Mr. Rutland:

This is to certify the above referenced project has been completed in accordance with the previously approved plans and specifications.

Enclosed are the following documents:

1. The final estimate no. 10 for the contractor in the amount of \$262,037.46
2. Three (3) copies of Supplemental Agreement No. 1 that need to be signed by the mayor; please have executed and send two (2) copies to our office for further processing.
3. Contractor's Affidavit of Release of Liens
4. Contractor's Affidavit of Payment of Debts and Claims
5. Consent of Surety to final Payment
6. Warranty Letter
7. Fire Hydrant Operation Verification

Please do not hesitate to contact me should you have questions or comments.

Sincerely,

Kyle D. Wallace, P.E.
Project Engineer

/md

Enclosures

093695.7245.51
MB 2017-340

RECEIVED
12/9/21

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

G:\PROJECTS\Hattiesburg_City of\1273-W007 - COMSWIP Water Improvements Phase II-Palmers Crossing and Irene Chapel\Corres\Closeout\1273-W007_Closeout Docs.docx

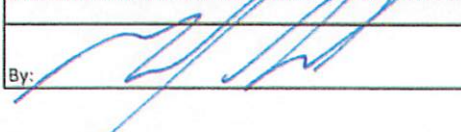
Contractor's Final Application For Payment No. 10

To (Owner): City of Hattiesburg, Mississippi		Application Period: Beginning: 3/1/2019 Ending: 6/30/2021		Application Date: 30-Nov-21	
Project: Comprehensive Water Improvements Phase II		From (Contractor): C.B. Developers, Inc.		Via (Engineer): Shows, Dearman & Waits Inc.	
Owner's Contract No.: Not Applicable		Contractor's Project No.:		Engineer's Project No.:	

Change Order Summary		
Approved Change Orders		
Number	Additions	Deductions
SA-1	\$92,987.27	
OVERRUN	\$73,756.70	
TOTALS	\$166,743.97	\$ -
NET CHANGE BY CHANGE ORDERS	\$166,743.97	

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:  Date: **11/30/2021**

EJCDC No. C-620 (2002 Edition)

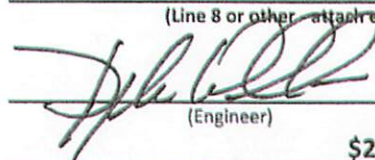
1. ORIGINAL CONTRACT PRICE	\$ 2,054,414.75
2. Net change by Change Orders	\$ 166,743.97
3. CURRENT CONTRACT PRICE (LINE 1 + 2)	\$ 2,221,158.72
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimates)	\$ 2,221,158.72
5. RETAINAGE:	
a. 5.0 % x Work Completed	\$ -
b. 5.0% x Stored Material	\$ -
c. Total Retainage (line 5a + line 5b)	\$ -
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$ 2,221,158.72
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$ 1,959,121.26
8. AMOUNT DUE THIS APPLICATION	\$ 262,037.46
9. BALANCE TO FINISH, PLUS RETAINAGE	
(Column G on Progress Estimate + Line 5 above)	\$ (0.00)

Payment of:

\$262,037.46

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

Is recommended by:


(Engineer)

12/9/2021
(Date)

Payment of:

\$262,037.46

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

Is approved by:

(Owner)

(Date)

Is approved by:

(Owner)

(Date)

Approved by:

(Funding Agency, if applicable)

(Date)

Progress Estimate

Contractor's Application

For (contract):	Comprehensive Water Improvements Phase II					Application Number: 10					
Application Period:	3/1/2019		TO	6/30/2021		Application Date: 30-Nov-21					
	A	Bid	Quantity	Unit Price	B	C	D	E	F		G
Pay Item	Item Description				Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (B - F)
	WATER PIPE ITEMS										
1	4" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	260.0	\$	25.44	\$ 6,614.40	409	\$ 10,404.96	\$ -	\$ 10,404.96	157%	\$ (3,790.56)
2	6" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	280.0	\$	23.74	\$ 6,647.20	244	\$ 5,792.56	\$ -	\$ 5,792.56	87%	\$ 854.64
3	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	590.0	\$	23.72	\$ 13,994.80	1,845	\$ 43,763.40	\$ -	\$ 43,763.40	313%	\$ (29,768.60)
4	12" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	27000.0	\$	31.08	\$ 839,160.00	25,419	\$ 790,022.52	\$ -	\$ 790,022.52	94%	\$ 49,137.48
5	12" CLASS 350 DUCTILE IRON WATER PIPE (BORED-NO CASING)	1090.0	\$	66.98	\$ 73,008.20	1,027	\$ 68,788.46	\$ -	\$ 68,788.46	94%	\$ 4,219.74
6	16" 200 PSI, DR9, HDPE (OPEN CUT)(INCL ADAPTER FITTINGS)	780.0	\$	111.27	\$ 86,790.60	900	\$ 100,143.00	\$ -	\$ 100,143.00	115%	\$ (13,352.40)
7	16" 200 PSI, DR9, HDPE (DIRECTION BORE)(INCL ADAPTER FITTINGS)	460.0	\$	133.85	\$ 61,571.00	1,157	\$ 154,864.45	\$ -	\$ 154,864.45	252%	\$ (93,293.45)
	CASING ITEMS										
8	18" STEEL CASING, 0.25" WT (OPEN CUT)	20.0	\$	112.00	\$ 2,240.00	40	\$ 4,480.00	\$ -	\$ 4,480.00	200%	\$ (2,240.00)
9	14" STEEL CASING, 0.25" WT (BORED)	40.0	\$	94.99	\$ 3,799.60	-	\$ -	\$ -	\$ -		\$ 3,799.60
10	18" STEEL CASING, 0.25" WT (BORED)	610.0	\$	112.44	\$ 68,588.40	690	\$ 77,583.60	\$ -	\$ 77,583.60	113%	\$ (8,995.20)
11	20" STEEL CASING, 0.375" WT (BORED-RAILROAD)	740.0	\$	295.72	\$ 218,832.80	820	\$ 242,490.40	\$ -	\$ 242,490.40	111%	\$ (23,657.60)
	CONNECTION ITEMS										
12	CONNECTION: PROPOSED 12" TO EXISTING 12" (STRAIGHT CUT)	2.0	\$	1,509.99	\$ 3,019.98	3	\$ 4,529.97	\$ -	\$ 4,529.97	150%	\$ (1,509.99)
13	CONNECTION: PROPOSED 12" TO EXISTING 12" (HOT TAP w/ 1/2" DRILL BIT)	3.0	\$	6,603.33	\$ 19,809.99	2	\$ 13,206.66	\$ -	\$ 13,206.66	67%	\$ 6,603.33
14	CONNECTION: PROPOSED 12" TO PROPOSED 12" (TEE & OTHER)	5.0	\$	1,741.31	\$ 8,706.55	5	\$ 8,706.55	\$ -	\$ 8,706.55	100%	\$ -
15	CONNECTION: PROPOSED 12" TO PROPOSED 12" & 8" (TEE & OTHER)	1.0	\$	2,191.77	\$ 2,191.77	1	\$ 2,191.77	\$ -	\$ 2,191.77	100%	\$ -
16	CONNECTION: PROPOSED 12" TO PROPOSED 8" (TEE & OTHER)	2.0	\$	1,723.93	\$ 3,447.86	2	\$ 3,447.86	\$ -	\$ 3,447.86	100%	\$ -
17	CONNECTION: PROPOSED 12" TO PROPOSED 12" & EXISTING 12" (TEE & OTHER)	1.0	\$	3,061.78	\$ 3,061.78	1	\$ 3,061.78	\$ -	\$ 3,061.78	100%	\$ -
18	CONNECTION: PROPOSED 12" TO PROPOSED 12" & EXISTING 12" (TEE & OTHER)	2.0	\$	2,263.80	\$ 4,527.60	2	\$ 4,527.60	\$ -	\$ 4,527.60	100%	\$ -
19	CONNECTION: PROPOSED 12" TO EXISTING 6" (TEE & OTHER)	10.0	\$	1,878.23	\$ 18,782.30	10	\$ 18,782.30	\$ -	\$ 18,782.30	100%	\$ -
20	CONNECTION: PROPOSED 12" TO EXISTING 6" & 4" (TEES & OTHER)	1.0	\$	2,813.19	\$ 2,813.19	1	\$ 2,813.19	\$ -	\$ 2,813.19	100%	\$ -
21	CONNECTION: PROPOSED 12" TO EXISTING 6" & 4" (CROSS & OTHER)	1.0	\$	3,093.80	\$ 3,093.80	1	\$ 3,093.80	\$ -	\$ 3,093.80	100%	\$ -
22	CONNECTION: PROPOSED 12" TO EXISTING 4" (TEE & OTHER)	12.0	\$	2,025.74	\$ 24,308.88	12	\$ 24,308.88	\$ -	\$ 24,308.88	100%	\$ -
	TOTALS				\$ 1,475,010.70		\$ 1,587,003.71		\$ 1,587,003.71		\$ (111,993.01)

EJCDC No. C-620 (2002 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Progress Estimate

Contractor's Application

For (contract):	Comprehensive Water Improvements Phase II				Application Number:	10				
Application Period:	3/1/2019	TO	6/30/2021		Application Date:	30-Nov-21				
	A	Bid Quantity	Unit Price	B	C	D	E	F		G
Pay Item	Item Description			Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (B - F)
	Subtotal from Previous Page			\$ 1,475,010.70		\$ 1,587,003.71		\$ 1,587,003.71		\$ (111,993.01)
23	CONNECTION: PROPOSED 8" TO EXISTING 12" (HOT TAP w/ V	1.0	\$ 3,660.35	\$ 3,660.35	1	\$ 3,660.35	\$ -	\$ 3,660.35	100%	\$ -
24	CONNECTION: PROPOSED 8" TO EXISTING 6" (TEE & OTHER F	1.0	\$ 1,702.56	\$ 1,702.56	1	\$ 1,702.56	\$ -	\$ 1,702.56	100%	\$ -
25	CONNECTION: PROPOSED 8" TO EXISTING 6" & 4" (TEES & OT	1.0	\$ 2,657.87	\$ 2,657.87	1	\$ 2,657.87	\$ -	\$ 2,657.87	100%	\$ -
	VALVE ITEMS									
26	4" GATE VALVE	9.0	\$ 684.95	\$ 6,164.55	12	\$ 8,219.40	\$ -	\$ 8,219.40	133%	\$ (2,054.85)
27	6" GATE VALVE	14.0	\$ 840.19	\$ 11,762.66	16	\$ 13,443.04	\$ -	\$ 13,443.04	114%	\$ (1,680.38)
28	8" GATE VALVE	4.0	\$ 1,154.21	\$ 4,616.84	11	\$ 12,696.31	\$ -	\$ 12,696.31	275%	\$ (8,079.47)
29	12" GATE VALVE	66.0	\$ 2,036.87	\$ 134,433.42	64	\$ 130,359.68	\$ -	\$ 130,359.68	97%	\$ 4,073.74
	FIRE PROTECTION ITEMS									
30	3 WAY FIRE HYDRANT w/ APPURTENANCES (INCL. TEE, VALVE	42.0	\$ 3,708.92	\$ 155,774.64	46	\$ 170,610.32	\$ -	\$ 170,610.32	110%	\$ (14,835.68)
31	6" FIRE SUPPRESSION SYSTEM CONNECTION (INCL. TEE, VALV	1.0	\$ 4,146.85	\$ 4,146.85	-	\$ -	\$ -	\$ -		\$ 4,146.85
	SERVICE ITEMS									
32	RESIDENTIAL SERVICE TAP (ALL SIZES) (INCL. OPEN CUT SERVI	99.0	\$ 445.19	\$ 44,073.81	108	\$ 48,080.52	\$ -	\$ 48,080.52	109%	\$ (4,006.71)
33	COMMERCIAL SERVICE TAP (ALL SIZES) (INCL. OPEN CUT SERV	17.0	\$ 1,085.64	\$ 18,455.88	8	\$ 8,685.12	\$ -	\$ 8,685.12	47%	\$ 9,770.76
34	SERVICE TUBING (BORED) (ALL SIZES)	1585.0	\$ 4.13	\$ 6,546.05	2,884	\$ 11,910.92	\$ -	\$ 11,910.92	182%	\$ (5,364.87)
35	RESIDENTIAL METER (INCL. METER, METER BOX, CITY FEES, ET	15.0	\$ 550.23	\$ 8,253.45	-	\$ -	\$ -	\$ -		\$ 8,253.45
	REMOVAL ITEMS									
36	REMOVAL OF FIRE HYDRANT AND APPURTENANCES	24.0	\$ 409.36	\$ 9,824.64	10	\$ 4,093.60	\$ -	\$ 4,093.60	42%	\$ 5,731.04
37	ABANDONMENT OF EXISTING WATER LINES WITH FLOWABLE	760.0	\$ 7.75	\$ 5,890.00	1,065	\$ 8,253.75	\$ -	\$ 8,253.75	140%	\$ (2,363.75)
38	REMOVE AND RESET EXISTING STORM SEWER CULVERTS (ALL	1.0	\$ 4,678.36	\$ 4,678.36	1	\$ 4,678.36	\$ -	\$ 4,678.36	100%	\$ -
	MISCELLANEOUS CONSTRUCTION ITEMS									
39	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM FOR GRAVEL	35.0	\$ 21.05	\$ 736.75	1,162	\$ 24,460.10	\$ -	\$ 24,460.10	3320%	\$ (23,723.35)
40	ASPHALT PAVEMENT REPAIR (ALL DEPTHS)	460.0	\$ 181.29	\$ 83,393.40	179	\$ 32,450.91	\$ -	\$ 32,450.91	39%	\$ 50,942.49
41	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)	338.0	\$ 116.96	\$ 39,532.48	125	\$ 14,620.00	\$ -	\$ 14,620.00	37%	\$ 24,912.48
42	CONCRETE CURB AND GUTTER REPAIR (MATCH EXISTING IN K	25.0	\$ 58.48	\$ 1,462.00	-	\$ -	\$ -	\$ -		\$ 1,462.00
	TOTALS			\$ 2,022,777.26		\$ 2,087,586.52		\$ 2,087,586.52		\$ (64,809.26)

EJCDC No. C-620 (2002 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Contractor's Application

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Monthly Totals

		DESCRIPTION										
		1	2	3	4	5	6	7	8	9	10	TOTAL
1	4" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	4	2	40	6	12	4	54	216	89	409	
2	6" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	6	20	6	6	8	50	142	145	1845	244	
3	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	60	1260		320	60	332	55	145	1845	244	
4	12" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	4560	5380	2980	5646	1687	332	55	145	1845	244	
5	12" CLASS 350 DUCTILE IRON WATER PIPE (BORED-NO CASING)	20	140	380	20	467	260	220	55	145	1845	
6	16" 200 PSI, DR9, HDPE (OPEN CUT)(INCL ADAPTER FITTINGS)	80	177	360		620	260	220	55	145	1845	
7	16" 200 PSI, DR9, HDPE (DIRECTION BORE)(INCL ADAPTER FITTINGS)											
8	18" STEEL CASING, 0.25" WT (OPEN CUT)		40								40	
9	14" STEEL CASING, 0.25" WT (BORED)											
10	18" STEEL CASING, 0.25" WT (BORED)			80	245	265	100	240	200	380	690	
11	20" STEEL CASING, 0.375" WT (BORED-RAILROAD)										820	
12	CONNECTION: PROPOSED 12" TO EXISTING 12" (STRAIGHT CONNECTION w/ FITTING)			1	1	1				1	3	
13	CONNECTION: PROPOSED 12" TO EXISTING 12" (HOT TAP w/ VALVE ASSEMBLY & OR)				2						2	
14	CONNECTION: PROPOSED 12" TO PROPOSED 12" (TEE & OTHER FITTINGS)										5	
15	CONNECTION: PROPOSED 12" TO PROPOSED 12" & 8" (TEE & OTHER FITTINGS)										1	
16	CONNECTION: PROPOSED 12" TO PROPOSED 8" (TEE & OTHER FITTINGS)										2	
17	CONNECTION: PROPOSED 12" TO PROPOSED 12" & EXISTING 8" & 6" (TEES & OTHER FITTINGS)										1	
18	CONNECTION: PROPOSED 12" TO PROPOSED 12" & EXISTING 4" (TEE & OTHER FITTING)			1		2					2	
19	CONNECTION: PROPOSED 12" TO EXISTING 6" (TEE & OTHER FITTINGS)										10	
20	CONNECTION: PROPOSED 12" TO EXISTING 6" & 4" (TEES & OTHER FITTINGS)										1	
21	CONNECTION: PROPOSED 12" TO EXISTING 6" & 4" (CROSS & OTHER FITTINGS)										1	
22	CONNECTION: PROPOSED 12" TO EXISTING 4" (TEE & OTHER FITTINGS)	3									12	

Monthly Totals

	1	2	3	4	5	6	7	8	9	10	TOTAL
	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
23	1										1
24				1							1
25		2						-1			1
26											
27	3	4	2		1	2					12
28		1	1	5	7			1		1	16
29	4	6	4	12	2	5	3	2			11
30					17			1		12	64
31	5	5	4	7	9	5	1	1		9	46
32											
33	3	3		2	23	75			4	1	108
34				1	743	2011	50		80		8
35											2884
36											
37						1	4	2	3	1065	10
38										1	1065
39											1
40	32	14		154	42			504		416	1162
41			9.14	5.59				150	14		179
42			24.46	48.78				52			175

Monthly Totals

		1	2	3	4	5	6	7	8	9	10	TOTAL
	DESCRIPTION	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
43	CRUSHED AGGREGATE FOR ROAD REPAIR (SIZE 825)	24.26	7.72	15.67	123.91	67.67					65	304
44	TEMPORARY EROSION CONTROL									0.75	0.25	1
45	GRASSING									0.75	0.25	1
46	MAINTENANCE OF TRAFFIC		0.5				0.25			0.25		1
47	MOBILIZATION		0.5			0.5						1
CO1-1	OLD AIR PORT INSERTA VALVE										1	1
CO1-2	10" HDPE BORE										200	200
CO1-3	8" HDPE BORE										110	110
CO1-4	6" HDPE BORE										200	200
CO1-5	8" DI BORE										80	80
CO1-6	HWY 49 ELKS LAKE ROAD TIE-IN										1	1
CO1-7	CENTRAL SCHOOL AND HWY 49 TIE-IN										1	1
CO1-8	RAILROAD ASPHALT PAVEMENT REPAIR										83.49	83.49
CO	UTILITY CONFLICTS										1	1

C. B. Developers, Inc.

1716 Evelyn Gandy Pkwy
Hattiesburg, MS 39401

Ph. 601-582-1600
Fax 601-583-0005

July 15, 2021

Kyle Wallace
Shows, Dearman & Waits, Inc
301 Second Avenue
Hattiesburg, MS 39401

Re: COMSWIP Water Improvements Phase II
City of Hattiesburg, MS

Gentlemen:

Pursuant to ARTICLE 25- WARRANTY AND GUARANTEE, etc., in General Conditions, C.B. Developers, Inc. herewith invokes a One Year Warranty on the above referenced project beginning July 15, 2021 and ending July 15, 2022. This warranty includes all materials and work performed on the above referenced project.

Respectfully,



Mack Lister – Project Manager
C.B. Developers, Inc.

C. B. Developers, Inc.

1716 Evelyn Gandy Pkwy
Hattiesburg, MS 39401

Ph. 601-582-1600
Fax 601-583-0005

12/7/2021

Kyle Wallace
Shows, Dearman & Waits, Inc
301 Second Avenue
Hattiesburg, MS 39401

Re: COMSWIP Water Improvements Phase II
Palmers Crossing & Irene Chapel
City of Hattiesburg, MS

Gentlemen:

On November 30, 2021, We went through the above referenced project and made sure that every Fire Hydrant on the project was flowing by cutting on each one. The Fire Hydrants were open at that time and none of my guys have been back on the project to touch a Fire Hydrant or Valve since. We offered during the final inspection if anyone from the City would like to ride with me and inspect this and nobody wanted to. I can guarantee as of that date that the hydrants were open and running but I cannot guarantee anything after that date.

Respectfully,



Mack Lister – Project Manager
C.B. Developers, Inc.



AIA® Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

PROJECT: (Name and address) ARCHITECT'S PROJECT NUMBER: OWNER ☐
 C.B. DEVELOPERS, INC. CONTRACT FOR: \$2,054,414.75 ARCHITECT ☐
 1716 EVELYN GANDY PARKWAY HATTIESBURG, MS 39401 CONTRACTOR ☐
 TO OWNER: (Name and address) CONTRACT DATED: September 19, 2017 SURETY ☐
 CITY OF HATTIESBURG, MS OTHER ☐
 200 FORREST STREET
 HATTIESBURG, MS 39401

STATE OF: MISSISSIPPI

COUNTY OF: FORREST

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: (Name and address)

C.B. DEVELOPERS, INC.
 1716 EVELYN GANDY PARKWAY
 HATTIESBURG, MS 39401

BY:

(Signature of authorized representative)

MACK LISTER - PROJECT MANAGER
 (Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

Commission Expires:



CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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AIA® Document G706A™ – 1994 Instructions

Contractor's Affidavit of Release of Liens

GENERAL INFORMATION

Purpose. This document is intended for use as companion to AIA Document G706™, Contractor's Affidavit of Payment of Debts and Claims.

Related Documents. This document may be used with most of AIA's Owner-Contractor agreements and general conditions, such as A201 and its related family of documents. As noted above, this is a companion document to AIA Document G706.

Use of Current Documents. Prior to using any AIA document, the user should consult the AIA, an AIA component chapter or a current AIA documents list to determine the current edition of each document.

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CHANGES FROM THE PREVIOUS EDITION

A cross reference to AIA Document A201 has been deleted to permit the use of G706A with other families of AIA documents, including construction management, interiors and design/build.

COMPLETING G706A-1994

General. The Owner-Contractor Agreement is the usual source of required information such as the contract date and the names and addresses of the Owner, Project and Contractor.

Architect's Project No. This information is typically supplied by the Architect and entered on the form by the Contractor.

Contract For. This refers to the scope of the contract, such as "General Construction" or "Mechanical Work."

Affidavit. Indicate the state and county where the Affidavit is made. This is not necessarily the same location as the Project, but should be the location where the notary is authorized to administer sworn oaths. If there are any EXCEPTIONS to the statement, these should be listed in the space provided; otherwise enter as "None." It may be a stipulation of the Contract Documents that the Owner has the right to require the Contractor to furnish a bond to cover each exception listed on the Affidavit.

Supporting Documents. The AIA does not publish a "Release or Waiver of Liens" for contractors or subcontractors because of the great diversity of releases or waivers permitted by various state mechanics lien laws. Forms for such purposes may be available from local contractors' associations or may be written with the assistance of legal counsel.

EXECUTING G706A-1994

The Notary Public should administer a sworn oath to the Contractor in reference to the written statements appearing on G706A, and should duly sign and seal this document containing the Contractor's signature. G706A should be signed by the Contractor or the Contractor's authorized representative.

**AIA****Document G706™ – 1994****Contractor's Affidavit of Payment of Debts and Claims**

PROJECT: (Name and address)

C.B. DEVELOPERS, INC
1716 EVELYN GANDY PARKWAY
HATTIESBURG, MS 39401

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR: \$2,054,414.75

OWNER ☐ARCHITECT ☐CONTRACTOR ☐

TO OWNER: (Name and address)

CITY OF HATTIESBURG, MS
200 FORREST STREET
HATTIESBURG, MS 39401

CONTRACT DATED: September 19, 2017

SURETY ☐OTHER ☐

STATE OF: MISSISSIPPI

COUNTY OF: FORREST

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

- Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707™, Consent of Surety to Final Payment, may be used for this purpose.

Indicate attachment: ☐ Yes ☐ No

The following supporting documents should be attached hereto if required by the Owner:

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof
- Contractor's Affidavit of Release of Liens (AIA Document G706A™)

CONTRACTOR: (Name and address)

C.B. DEVELOPERS, INC
1716 EVELYND GANDY PARKWAY
HATTIESBURG, MS 39401

BY:

(Signature of authorized representative)

MACK LISTER - PROJECT MANAGER
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:



CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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AIA® Document G706™ – 1994 Instructions

Contractor's Affidavit of Payment of Debts and Claims

GENERAL INFORMATION

Purpose. AIA Document G706™ is intended for use when the Contractor is required to provide a sworn statement verifying that debts and claims have been settled, except for those listed by the Contractor under “EXCEPTIONS” in the document. AIA Document G706 is typically executed as a condition of final payment.

Related Documents. This document may be used with most of the AIA's Owner-Contractor agreements and general conditions, such as AIA Document A201™ and its related family of documents. G706 also requires the attachment of several supporting documents, including AIA Documents G706A™, Contractor's Affidavit of Release of Liens, and G707™, Consent of Surety to Reduction in or Release of Retainage.

Use of Current Documents. Prior to using any AIA Contract Document, users should consult the AIA, an AIA component chapter or a current AIA Documents List to determine the current edition of each document.

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CHANGES FROM THE PREVIOUS EDITION

A cross-reference to AIA Document A201 has been deleted to permit the use of G706 with other families of AIA documents, including Construction Management, Interiors and Design-Build.

COMPLETING G706

General. The Owner-Contractor Agreement is the usual source of required information such as the contract date and the names and addresses of the Owner, Project and Contractor.

Architect's Project No. This information is typically supplied by the Architect and entered on the form by the Contractor.

Contract For. This refers to the scope of the contract, such as General Construction or Mechanical Work.

Affidavit. Indicate the state and county where the Affidavit is made. This is not necessarily the same location as the Project, but should be the location where the notary is authorized to administer sworn oaths. If there are any EXCEPTIONS to the statement, these should be listed in the space provided; otherwise enter as “None.” It may be a stipulation of the Contract Documents that the Owner has the right to require the Contractor to furnish a bond to cover each exception listed on the Affidavit.

Supporting Documents. The AIA documents listed as attachments to the G706 form should be of the same (current) edition date as G706. The AIA does not publish a “Release or Waiver of Liens” for contractors or subcontractors because of the great diversity of releases or waivers permitted by various state mechanics lien laws. Forms for such purposes may be available from local contractors' associations or may be written with the assistance of legal counsel.

EXECUTING THE DOCUMENT

The Notary Public should administer a sworn oath to the Contractor referencing the written statements appearing on AIA Document G706, and should duly sign and seal this document containing the Contractor's signature. G706 should be signed by the Contractor or the Contractor's authorized representative.

**CONSENT OF SURETY
TO FINAL PAYMENT**

AIA Document G707

Bond No. SU 1145477

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☒
OTHER	☐

TO OWNER:
(Name and address)

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

PROJECT:
(Name and address)

Comprehensive Water Improvements- Phase II, Palmers Crossing and Irene Chapel

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: Same as Below

CONTRACT DATED:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Arch Insurance Company
Harborside 3, 210 Hudson Street Suite 300
Jersey City, NJ 07311-1107

on bond of
(Insert name and address of Contractor)

C.B. Developers, Inc.
1716 Evelyn Gandy Parkway, Suite 40
Hattiesburg, MS 39401

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of
any of its obligations to
(Insert name and address of Owner)

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

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: December 7, 2021
(Insert in writing the month followed by the numeric date and year.)

Attest:
(Seal): Wes Price

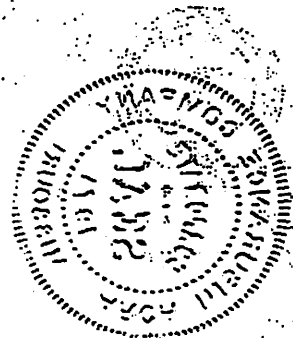
Arch Insurance Company
(Surety)

By: Brody Eric Buckley
(Signature of authorized representative)

Brody Eric Buckley Attorney-in-Fact
(Printed name and title)



Resident MS Agent/Fisher Brown Bottrell Insurance, Inc.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY**Know All Persons By These Presents:**

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint: **Brody Eric Buckley**

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (90,000,000.00). Any and all bonds, undertakings, recognizances and other surety obligations.

Surety Bond Number: **SU 1145477**
Principal: **C.B. Developers, Inc.**
Obligee: **City of Hattiesburg**

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

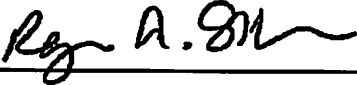
This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 11, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 11, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 11, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 2nd day of July, 2021

Attested and Certified



Regan A. Shulman, Secretary



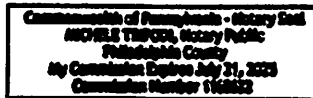
Arch Insurance Company



Stephen C. Ruschak, Executive Vice President

**STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS**

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.





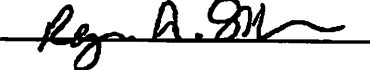
Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated July 2, 2021 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 7th day

or December, 2021.



Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102

To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com. Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

AICPOA040120



Printed in U.S.A.

• • • • •

1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

the 1990s, the number of people in the United States who are 65 years of age or older is projected to increase from 20 million to 35 million, and the number of people 75 years of age or older is projected to increase from 10 million to 17 million (U.S. Census Bureau, 1996). The number of people 85 years of age or older is projected to increase from 2 million to 4 million (U.S. Census Bureau, 1996). The number of people 90 years of age or older is projected to increase from 500,000 to 1 million (U.S. Census Bureau, 1996). The number of people 95 years of age or older is projected to increase from 100,000 to 200,000 (U.S. Census Bureau, 1996). The number of people 100 years of age or older is projected to increase from 10,000 to 20,000 (U.S. Census Bureau, 1996).

1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

...and the fact that the *Journal* is a journal of the American Psychological Association, the largest and most influential organization in the field of psychology, adds to the journal's prestige and makes it a must-read for all psychologists.

... ..

[illegible]

1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

10. The following information is provided for the year ended 31 December 2014:

1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

Journal of Management Studies, 36(7), 809-826.

100-443887-1000

100-443887-100

[illegible]

the 1990s, the number of people in the United States who are 65 years of age or older is projected to increase from 20 million to 35 million, and the number of people 75 years of age or older is projected to increase from 10 million to 15 million (U.S. Census Bureau, 1996). The number of people 85 years of age or older is projected to increase from 2 million to 4 million (U.S. Census Bureau, 1996). The number of people 90 years of age or older is projected to increase from 500,000 to 1 million (U.S. Census Bureau, 1996). The number of people 95 years of age or older is projected to increase from 100,000 to 200,000 (U.S. Census Bureau, 1996). The number of people 100 years of age or older is projected to increase from 10,000 to 20,000 (U.S. Census Bureau, 1996).

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1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

ASAC

100-443887-1000

100-443886-101



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

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

CITY OF HATTIESBURG, MISSISSIPPI

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

As Approved by:

Regions Commercial Equipment Finance, LLC
As Purchaser

Authorized Officer

The City Council of the City of Hattiesburg, Mississippi (the “City”) acting for and on behalf of the City, took up for consideration the matter of requesting and authorizing Requisition No. **87** from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated August 18, 2016. After discussion of the subject, Council Member _____ offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE “CITY”) AUTHORIZING REQUISITION NO. 87 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF AUGUST 18, 2016, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

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

Whereas, the City Council of the City now finds it necessary to approve Requisition No. **87** from the Project Fund Construction Account under the Loan in the total aggregate amount of **\$334,823.66** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

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

SECTION 1. The City Council of the City hereby authorizes and approves Requisition No. **87** from the Project Fund Construction Account under the Loan in the total aggregate amount of **Three hundred Thirty-Four Thousand Eight Hundred Twenty-Three and 66/100 dollars (\$334,823.66)** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Regions Bank, as Trustee to disburse funds of Requisition No. **87** in the total aggregate amount **Three hundred Thirty-Four Thousand Eight Hundred Twenty-Three and 66/100 dollars (\$334,823.66)** as authorized herein, as more particularly described in Exhibit A.

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **21st** day of **December, 2021**.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **21st** day of **December, 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



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, December 21, 2021

Re: Approve Change Order for flooring material changes and electrical changes for the Hattiesburg Public Safety Complex in the amount of \$46,842.12 and \$10,044.27 respectively.
File Number: 2021-1430
Minute Book #

Summary

Approve Change Order for flooring material changes and electrical changes for the Hattiesburg Public Safety Complex in the amount of \$46,842.12 and \$10,044.27 respectively.

Recommendation Statement

I recommend approval of this item.

Please place this on the December 21, 2021 City Council meeting for consideration.

11/16/2021

Larry Albert

Albert and Associates Architects, PA

Project: Hattiesburg Public Safety Complex

Re: Change Order Proposal to add terrazzo to the concrete landing on Stair "A" in the Police Lobby and Misc. electrical additions as requested

Dear Mr. Albert:

Per request we would like to provide you with a proposal for changes as referenced above. Hanco will install the terrazzo in lieu of LVT on stair "A" in the police lobby and perform the additional electrical work as described in Chain electric's proposal. The requested proposals are as follows:

1. Additional work to furnish and install terrazzo on the concrete landing, round steps, and the tiered steps on the sound end of the landing in the Atrium.

Credit for LVT	(\$1,064.81)
Furnish and Install Terrazzo	\$40,100.00
Subtotal	\$39,035.19
Overhead	\$3,903.51
Profit	\$3,903.51

Total **\$46,842.12**

2. Hanco will provide all labor, material, and equipment to furnish and install the electrical additions as listed on Chain Electric's proposal.

Chain Electric attached PCO	\$14,850.00
Remaining Balance of MS power allowance	(\$6,610.23)
Subtotal	\$8,239.77
Overhead	\$902.25
Profit	\$902.25

Total **\$10,044.27**

If you should have any questions, please give me a call.

Sincerely,

Walker Jameson

Hanco Corporation



1308 W. Pine Street
P. O. Box 2058
Hattiesburg, MS 39403-2058
Telephone (601) 545-3800
FAX (601) 584-8320
e-mail: bchain@bchain.com

August 9, 2021

Hanco Corporation
Fax: 601-583-6503
Attn: Walker Jameson

Re: HPSC – Electrical Additions and Changes – Electrical Change Order #2

Please accept this as our Request for Change Order for electrical additions and changes, to date, as listed below for the Hattiesburg Public Safety Complex Project located in Hattiesburg, MS.

ITEM #1 – Add (2) Double Duplex Receptacles and (2) Data Outlets for TV Monitors in Dispatch	\$ 869.00
ITEM #2 – Add a Duplex Receptacle and Data Outlet for a Timeclock in Court Lobby	\$ 429.00
ITEM #3 – Add a Duplex Receptacle and Data Outlet for a Timeclock at Elevator B	\$ 506.00
ITEM #4 – Add a GFI Receptacle for Ice Machine in Parking Garage	\$ 330.00
ITEM #5 – Add a Duplex Receptacle and Data Outlet for TV Monitor at Elevator A	\$ 770.00
ITEM #6 – Add a Duplex Receptacle and Data Outlet for TV Monitor in Court Waiting Room	\$ 429.00
ITEM #7 – Add (3) Double Duplex Receptacles and Circuits for Motorcycle Battery Chargers	\$ 2,167.00
ITEM #8 – Add a Duplex Receptacle and Data Outlet for TV Monitor in Court Room Lobby	\$ 770.00
ITEM #9 – Add Circuits and Changes for 911 Workstation Pedestals in Dispatch	\$ 5,720.00
ITEM #10 – Add (3) Duplex Receptacles and (3) Data Outlets Each at Front Desk A150 and Court Clerk Desk A118	\$ 2,156.00
ITEM #11 – Add (2) Duplex Receptacles and (2) Data Outlets for TVs in Exercise Room B334	\$ 704.00
TOTAL CHANGE ORDER AMOUNT FOR ADDITIONS AND CHANGES	\$ 14,850.00

*Prices do not include tax.

If you have any questions or concerns, please call me at 601-475-3811 or 601-596-5152.

Thank you,

Harvey Simmons
Manager, Commercial and Industrial Division



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones, Chief Administrative Officer

cc:

Date: Tuesday, December 21, 2021

Re: Approve letter of engagement with Landarc Consulting Group, Inc., to provide professional conceptual design services for Hardy Street/I-59 Street Interchange
File Number: 2021-1416
Minute Book #

Summary

Approve letter of engagement with Landarc Consulting Group, Inc., to provide professional conceptual design services for Hardy Street/I-59 Street Interchange

Recommendation Statement

I recommend this item be added to the agenda for consideration.

Please place this on the December 21, 2021 City Council meeting for consideration.

Landarc Consulting Group, Inc

Landscape Architecture-Site Planning

308 4th Ave, Hattiesburg, MS 39401

Phone 601-582-1198 Cell 601-606-0089

e-mail: tom@landarcgroup.net

11-3-2021

Mayor Toby Barker
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

RE: Site Design and Development: Conceptual Idea Plan and Cost Estimates
for Beautifying I-59/Hardy Street Interchange

Dear Mayor:

It is my pleasure to submit the following proposal for conceptual design for the improvements to the above referenced property.

Preliminary Meetings and Data Collection:

Meetings with City Staff and Landarc Staff to discuss goals and objectives. Collection of existing maps, photos, and topographic information from City, MDOT, and Engineering Firms that have existing maps.

Prepare a base map from data received from the above groups.

Preliminary Design Idea Phase:

Hold a charette type meeting with Consultants, City Staff, and invited guests decided by Mayor Barker.

Take the ideas received from this meeting and proceed to design ideas, concepts, drawings, graphics, and rough 3-D images to bring back to "The Group".

Hold another meeting to present the ideas and graphics.

Conceptual Drawings for Presentation:

After 3 meetings with "The Group" Landarc will produce conceptual drawings, graphics, and 3-D images to convey a total concept for this project.

The minimum drawings will include

- 1) a complete site plan of new ideas
- 2) a digital 3-D model of the site plan (This can be set up to have views of model for printing and sharing)

page two: : Site Design and Development: Conceptual Idea Plan and Cost Estimates for Beautifying I-59/Hardy Street Interchange.... Landarc Consulting Group, Inc Proposal

3) Pictures or drawings of concepts that are derived from design and meetings such as sculptures, bridge enhancements, new fencing, and local graphic additions to the interchange.

All drawings will be delivered in digital format.

Cost Estimates:

Based on concepts and drawings prepared and agreed to by The City of Hattiesburg Landarc will provide cost estimates and phasing for the development of this project..

This proposal is based on Landarc Consulting having access to all mapping, both City, and MDOT for the purpose of having a realistic base map of the existing conditions. We do not have any cost for surveying in our proposal. We agree to provide these professional services in accordance with generally accepted standards of its profession. We agree to put forth reasonable efforts to comply with all codes, regulations and laws in effect as of the date of our agreement.

Compensation:

The above design and process for all work associated with this project can be accomplished for a fee not to exceed \$ 25,000.

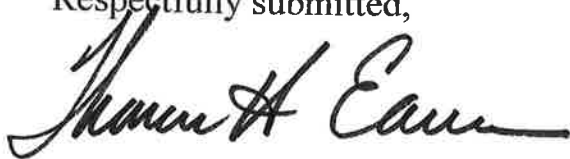
We will work up to the final billing on an hourly basis as follows:

Principal	\$ 150
Landscape Architect/Project Manager	\$ 115
Landscape Architect I	\$ 95
Staff Designer	\$ 80
Administrative Staff	\$ 45

Please let me know if you need any further information from me.

I look forward to working with you and your team on this project.

Respectfully submitted,



Thomas H. Eaves, ASLA
Registered Landscape Architect



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones, Chief Administrative Officer

cc:

Date: Tuesday, December 21, 2021

Re: Approve agreement between City of Hattiesburg and South Mississippi Planning and Development District to provide financial consultation professional services for a period of one year beginning January 1, 2022.
File Number: 2021-1417
Minute Book #

Summary

Approve agreement between City of Hattiesburg and South Mississippi Planning and Development District to provide financial consultation professional services for a period of one year beginning January 1, 2022.

Recommendation Statement

I recommend this item be added to the agenda for consideration.

Please place this on the December 21, 2021 City Council meeting for consideration.

**CITY OF HATTIESBURG &
SOUTHERN MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT
CONTRACT FOR PROFESSIONAL SERVICES**

Southern Mississippi Planning and Development District (SMPDD) will be responsible for providing professional services to the City of Hattiesburg (the City) for a period of one year. Services are included in the Scope of Work below.

SCOPE OF WORK

- Review system of internal controls to ensure appropriate controls exists to safeguard the financial assets of the City, as needed.
- Provide assistance, guidance and suggestions to Mayor, City Manager, and City Council and staff to improve internal control procedures, as needed.
- Monitor release of restricted funds, as needed.
- Assist with financial assessment of finances, as needed.
- Assist City Council to oversee an annual budget.
- Review monthly/quarterly budget for reporting purposes, as needed.
- Review and assist with monthly/quarterly statements of Income & Expense, Balance Sheet, or other reports, as needed.
- Prepare year-end balance sheet, revenue and expenditure and funds flow reports for auditor, as needed.
- Prepare schedules requested by auditors as well as any other audit process support requested, as needed.
- Assist with developing and updating recordkeeping, transactions, cash management and procurement, as needed.
- Other duties as needed.

STANDARD TERMS & CONDITIONS

SECTION 1. Term. SMPDD will undertake and complete performance of the services referred to in the Scope of Work commencing on January 1, 2022 terminating on December 31, 2022.

SECTION 2. Termination for Convenience by SMPDD. SMPDD may terminate this Contract at any time by giving thirty (30) days written notice to the CITY of said termination. If terminated pursuant to this Section 2 prior to close-out, SMPDD shall be limited to compensation amounting to actual expenses incurred in performance of this Contract.

SECTION 3. Termination for Convenience by the CITY. The CITY may terminate this Contract at any time by giving written notice to SMPDD of said termination. If terminated pursuant to this Section 3 prior to close-out, SMPDD shall be limited to compensation amounting to actual expenses incurred in performance of this Contract.

SECTION 4. Interest of the CITY. No officer, member or employee of the CITY who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract shall participate in any decision relating to this Contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested.

SECTION 5. Compensation. SMPDD will bill the CITY for services rendered on a monthly basis, in a total amount not to exceed \$20,000 unless otherwise approved by the CITY. The hourly rate for services is \$50 per hour.

SECTION 6. CITY Cooperation. The CITY hereby agrees that its officials, employees and contractors shall cooperate with SMPDD in the discharge of its responsibilities under this contract and shall be available for consultation at such times as may be mutually agreeable to both parties. The CITY shall make available to SMPDD, or its designated agents, all data, records, reports, maps or other information as are existing, available and necessary for performance of this Contract.

SECTION 7. Records. All documents produced for this contract will be property of the CITY.

SECTION 8. Entire Agreement. This Contract constitutes the entire agreement of the parties and shall not be conditioned, modified or supplemented except by a subsequent written agreement signed by and delivered by all parties. If any provision of this Contract is determined to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remainder of this Contract will not be affected, and in lieu of each provision which is found to be illegal, invalid or unenforceable, there will be added as a part of this Contract a provision as may be possible and legal, valid and enforceable.

SECTION 9. Governing Authority. This Contract and any amendments thereto shall be construed and interpreted pursuant to Mississippi law.

SECTION 10. Effective Date. The Effective Date for this Contract shall be at the time of execution. The project period is January 1, 2022 through December 31, 2022.

Accepted this the _____ day of _____ 2021.

Toby Barker, Mayor
City of Hattiesburg

Leonard Bentz, Executive Director
Southern Mississippi Planning and Development District



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, December 21, 2021

Re: Approve Professional Services Agreement with Neel-Schaffer, Inc. for engineering services related to the Highway 49 Roadway Lighting Project and authorize the Mayor to execute in duplicate.
File Number: 2021-1432
Minute Book #

Summary

Approve Professional Services Agreement with Neel-Schaffer, Inc. for engineering services related to the Highway 49 Roadway Lighting Project and authorize the Mayor to execute in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the December 21, 2021 City Council meeting for consideration.

December 13, 2021

Honorable Toby Barker
Mayor
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

RE: HIGHWAY 49 ROADWAY LIGHTING PROJECT
AGREEMENT FOR PROFESSIONAL SERVICES

Dear Mayor Barker:

Neel-Schaffer is pleased to offer our professional services to the City of Hattiesburg in reference to the Highway 49 Roadway Lighting Project. Our services will be provided for a fixed fee of \$129,220.00 and will be in accordance with Exhibit A – Scope of Work, Exhibit B – Project Map and Exhibit C – General Terms and Conditions, which are attached hereto and made part of this Letter Agreement.

Please indicate your acceptance of this Agreement by executing all three (3) original documents and returning one to our office. Thank you for the opportunity to be of continued service to the City of Hattiesburg.

Sincerely,

Neel-Schaffer, Inc.

Michael W. Essary

Michael W. Essary, P.E.
Vice President

ACCEPTED:

BY: _____ DATE: _____

Attachments

EXHIBIT A
Scope of Work

I - Items included in our Scope of Work:

1. Development and submission of MDOT Permit
2. Development of Construction Plans and Specifications
(Using Aerial Photography)
3. Development of Final Cost Estimate and Bid Documents
4. Bidding and Award Assistance
5. Construction Administration

II- Items NOT included in our Scope of Work:

1. Boundary Survey
2. Topographic Survey
3. Property Acquisition Services
4. Environmental, Cultural or Historical Assessments

EXHIBIT B PROJECT MAP

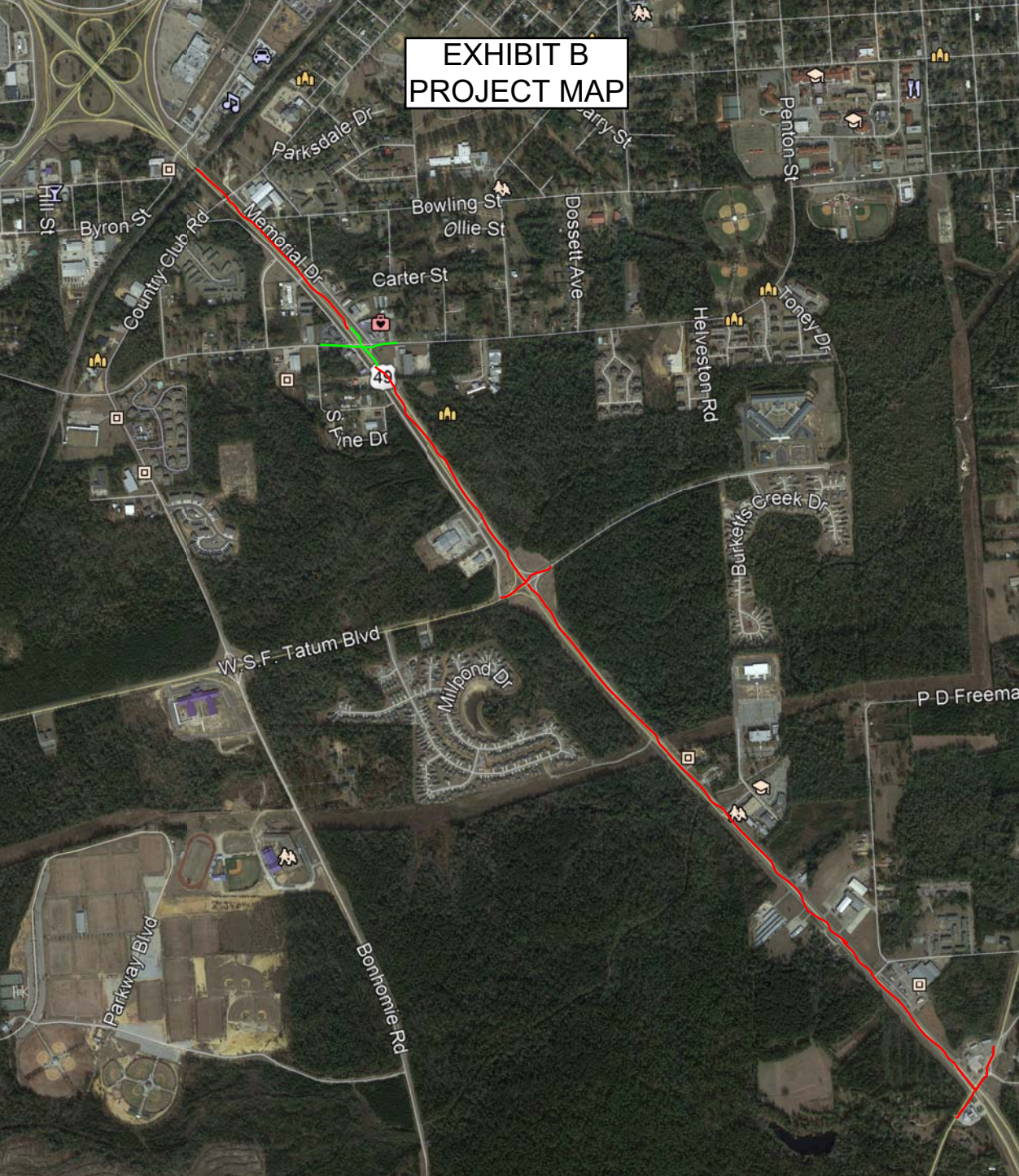


EXHIBIT C
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

1. **Relationship between Consultant and Client.** Neel Schaffer, Inc. ("Consultant") shall serve as the Client's professional consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. Consultant shall not be considered to be the agent or fiduciary of the Client.

contractor's failure to furnish and perform its work in accordance with the plans and specifications.

In the event Consultant's scope of services does not include the observation and monitoring of work performed by Client's separate contractors, the Client assumes all responsibility for construction observation, and Client waives any claims against Consultant arising therefrom.
2. **Responsibility of Consultant.** Consultant will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions (the "Standard of Care"). No other representation, warranty or guarantee, express or implied, is included or intended in this Agreement or in any report, opinion, document, or otherwise.
3. **Responsibility of the Client.** Client shall provide all information and criteria as to its requirements for the Project, including budgetary limitations. Client shall arrange for Consultant to enter upon public and private property and obtain all necessary approvals required from all governmental authorities having jurisdiction over the Project. Client shall give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services.

The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that Consultant may take measures to minimize the consequences of such a defect. Should legal liability for the defects exist, failure by the Client to notify the Consultant shall relieve the Consultant of any liability for costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.
4. **Construction Phase Services.** If Consultant's scope of services includes the observation and monitoring of work performed by Client's separate contractors, Consultant shall provide personnel to observe and monitor the work in accordance with the Standard of Care in order to ascertain that it is being performed, in general, in accordance with the plans and specifications. Consultant shall not supervise, direct, or have control over the contractor's work. Consultant shall not have authority over or responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the contractor. Consultant does not guarantee the performance of the construction contract by the contractor and does not assume responsibility for the
5. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority on its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.
6. **Ownership of Documents.** All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form prepared by Consultant are instruments of Consultant's service that shall remain Consultant's property. The Client agrees not to use Consultant generated documents for projects other than the project for which the documents were prepared by Consultant, or for future modifications to the Project, without Consultant's express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Consultant will be at the Client's sole risk and without liability to Consultant or its employees, subsidiaries, and subconsultants.
7. **Opinion of Costs.** When required as a part of its scope of services, Consultant will furnish opinions or estimates of construction cost on the basis of Consultant's experience and qualifications, but Consultant does not guarantee the accuracy of such estimates. The parties recognize that Consultant has no control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices.
8. **Changes or Delays.** In the event new developments or circumstances beyond the control of Consultant require a change in the scope of services or schedule, Consultant shall be entitled to an equitable adjustment to the fee and/or schedule. Such events include, but are not limited to, unreasonable delays caused by Client's failure to provide specified direction or information, delays caused by Client's other contractors or consultants, or if Consultant's failure to perform is due to any act of God, labor shortage, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure, or interruption or any other cause beyond the reasonable control of Consultant.

EXHIBIT C
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

9. **Suspension of Services.** Client may, at any time, by written notice, suspend further services by Consultant. Upon receipt of such notice, Consultant shall take all reasonable steps to mitigate costs allocable to the suspended services. Client, however, shall pay all reasonable and necessary costs associated with such suspension including the cost of assembling documents, personnel and equipment, rescheduling or reassignment costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension. Consultant will not be obligated to provide the same personnel in the event the period of any suspension exceeds 30 days.
10. **Termination.** This Agreement may be terminated by either party upon 30 days' written to the other party. Upon such termination, Client shall pay Consultant for all services performed up to the date of termination. If Client is the terminating party, Client shall pay Consultant all reasonable cost and expenses incurred by Consultant in effecting the termination, including but not limited to non-cancellable commitments and demobilization costs, if any.
11. **Indemnification.** Consultant shall indemnify and hold harmless Client from and against those damages and costs (including reasonable attorneys' fees) that Client incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Consultant.
- To the fullest extent permitted by law, Client shall indemnify and hold harmless Consultant from and against those damages and costs (including reasonable attorneys' fees) that Consultant incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Client.
12. **Legal Proceedings.** In the event Consultant or its employees are required by Client to provide testimony, answer interrogatories, produce documents or otherwise provide information in relation to any litigation, arbitration, proceeding or other inquiry arising out of Consultant's services, where Consultant is not a party to such proceeding, Client will compensate Consultant for its services and reimburse Consultant for all related direct costs incurred in connection with providing such testimony or information. This provision shall not apply in the event Client engages Consultant to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.
13. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns;
- provided however, that neither party shall assign this Agreement in whole or in part without the prior written consent of the other party.
14. **Insurance.** Consultant agrees to maintain the following insurance coverage with the following limits of insurance during the performance of Consultant's work hereunder:
- (a) Commercial General Liability insurance with standard ISO coverage and available limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate;
 - (b) Automobile Liability insurance with standard ISO coverage and available combined single limits of \$1,000,000 per accident;
 - (c) Worker's Compensation insurance with limits as required by statute and Employer's Liability insurance with limits of \$1,000,000 per employee for bodily injury by accident/\$1,000,000 per employee for bodily injury by disease/\$1,000,000 policy limit for disease; and
 - (d) Professional Liability insurance covering Consultant's negligent acts, errors, or omissions in the performance of professional services with available limits of \$1,000,000 per claim and annual aggregate.
- Consultant shall provide evidence of procuring the above insurance coverages by delivering a certificate of insurance to Client prior to the start of Consultant's work and annually upon renewal of coverage. Consultant shall cause Client to be named as an additional insured on Consultant's commercial general liability policy, which shall be primary and noncontributory.
15. **Information Provided by the Client.** Consultant shall be entitled to rely upon, without liability, the accuracy and completeness of any and all information provided by Client, without the obligation of independent verification.
16. **Consequential Damages.** Neither Client nor Consultant shall be liable to the other or shall make any claim for any special, incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, loss of business or diminution of property value and shall apply regardless of legal theory such damages are alleged including negligence, strict liability, breach of contract and breach of warranty.
17. **Payment.** Unless agreed to otherwise, Consultant shall submit monthly invoices to the Client. Payment in full

EXHIBIT C
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

shall be due upon receipt of the invoice. Payment of any invoices by the Client shall be taken to mean that the Client is satisfied with the Consultant's services to the date of the payment and is not aware of any deficiencies in those services. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent (1%) per month. If the Client fails to make payments; then Consultant, after giving seven (7) days written notice to the Client, may suspend services until the Client has paid in full all amounts due for services, expenses, and other related charges without recourse to the Client for loss or damage caused by such suspension. The Client waives any and all claims against the Consultant for any such suspension. Payment for Consultant's services is not contingent on any factor, except the Consultant's ability to provide services in a manner consistent with that Standard of Care. Payment of invoices shall not be subject to any discounts, set-offs or back-charges unless agreed to in writing by both parties. If the Client contests an invoice, the Client may withhold only that portion so contested and shall pay the undisputed portion, after the Client has notified Consultant in writing within 30 days of receiving the invoice and shall identify the specific cause of the disagreement and the amount in dispute.

18. **Force Majeure.** Neither Client nor Consultant shall be liable for any fault or delay caused by any contingency beyond their control, including but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. **Compliance with Laws.** To the extent they apply to its employees or its services, Consultant shall exercise due professional care to comply with all applicable laws, including ordinances of any political subdivisions or governing agencies.
20. **Invalid Terms.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding as if the unenforceable provisions were never included in the Agreement.
21. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state where the services are performed.
22. **Dispute Resolution.** All disputes, controversies or claims, of whatever kind or character, between the Parties, their agents and/or principals, arising out of or in connection with the subject matter of this Agreement shall be litigated in a court of competent jurisdiction.
23. **Additional Services.** Consultant shall be entitled to an equitable adjustment of its fee for services resulting from significant changes in the general scope, extent or

character of the Project or its design including, but not limited to, changes in size, complexity, Client's schedule, construction schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or other documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond Consultant's control.

24. **Amendment.** This Agreement may only be amended in writing and where such amendment is executed by a duly authorized representatives of each party.
25. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Consultant hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
26. **Survival of Provisions.** The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.
27. **Nonwaiver.** No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.
28. **Identity of Project Owner.** Within ten (10) days of the entry of this Agreement, Client, if Client is not the Project Owner, shall provide to Consultant the Project Owner's full legal name; Project Owner's physical address; Project Owner's mailing address; and the name, physical address and mailing address of the Client's point of contact with the Owner for the Project.
29. **Conflicting Terms.** In the event that there are multiple agreements with varying or conflicting terms and conditions between Client and Consultant, the terms and conditions contained in this Agreement shall supersede and have precedence over any other conflicting terms and conditions contained in any other written or oral agreement.
30. **Course of Dealing.** Client and Consultant agree that these General Terms and Conditions establish a course of dealing between them and shall apply to this and all

EXHIBIT C
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

other services, projects, agreements or dealings between the them, unless Client or Consultant gives the other written notice of objection to any term or condition before commencement of performance in connection with any other provision of services or projects involving the two of them.

31. **PROFESSIONAL SERVICES IN FLORIDA.** IN THE EVENT ANY PROFESSIONAL SERVICES ARE PROVIDED WITHIN THE STATE OF FLORIDA, IT IS EXPRESSLY AGREED BY THE PARTIES THAT AN INDIVIDUAL DESIGN PROFESSIONAL WHO IS AN AGENT OR EMPLOYEE OF CONSULTANT MAY NOT BE HELD PERSONALLY OR INDIVIDUALLY LIABLE FOR ANY DAMAGES RESULTING FROM NEGLIGENCE ARISING OUT OF CONSULTANT'S PERFORMANCE OF THIS AGREEMENT, AS PROVIDED IN FLORIDA STATUTES SECTION 558.0035, AS AMENDED.

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Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, December 21, 2021

Re: Approve an amendment to the Professional Services Agreement with Neel-Schaffer, Inc. for the creation of a Transit Master Plan, extending the duration of agreement, and authorize the Mayor to execute the same.
File Number: 2021-1434
Minute Book #

Summary

Extend the term of the agreement to afford sufficient opportunity to present final product to City Council and to the MPO.

Recommendation Statement

I recommend approval of this amendment in order that the consultant's presentations to City Council and the MPO will still occur within the duration of the agreement.

Please place this on the December 21, 2021 City Council meeting for consideration.

**AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES
FOR**

Transit Master Plan for the City of Hattiesburg and Hattiesburg Urbanized Area

AMENDMENT NO. 1

THIS AMENDMENT, entered this 21st day of December, 2021, by and between The City of Hattiesburg (hereinafter referred to as "Owner") and Neel-Schaffer, Inc. (hereinafter referred to as "Consultant") for Consultant to render professional services for Owner with respect to provide Transit Master Plan for the City of Hattiesburg and Hattiesburg Urbanized Area.

WITNESSETH:

That in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

WHEREAS, the Owner and the Consultant entered into a contract on January 19, 2021 to perform professional services designated as Transit Master Plan for the City of Hattiesburg and Hattiesburg Urbanized Area under the control of the Owner, all as specifically described in the said contract; and

WHEREAS, the Owner has requested to extend the duration of the agreement in accordance with Section I. Scope of Contract; and NOW, THEREFORE, it is hereby agreed between the parties hereto that the contract of January 19, 2021 be modified as follows:

SECTION XI. DURATION OF AGREEMENT, is amended as follows,

This Agreement shall continue in full force and effect for a period of 15 months from the date hereof (the contract period).

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

WITNESSES:

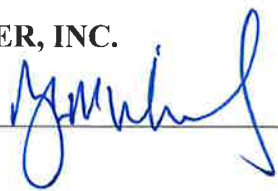
CITY OF HATTIESBURG

BY: _____
Toby Barker
Mayor

WITNESSES:

NEEL-SHAFFER, INC.

Zach Williams
Lee Redd

BY: 
Name: Doug Wimberly
Title: Vice President



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, December 21, 2021

Re: Approve Supplemental Agreement No. 1 with Walker Construction, LLC for the St. Annes Drive Culvert Repair project (FEMA DR-4415-MS) increasing the contract amount by \$21,341.60 for a total contract amount of \$228,657.60; Authorize Mayor to execute in duplicate.
File Number: 2021-1413
Minute Book #

Summary

Approve Supplemental Agreement No. 1 with Walker Construction, LLC for the St. Annes Drive Culvert Repair project (FEMA DR-4415-MS) increasing the contract amount by \$21,341.60 for a total contract amount of \$228,657.60; Authorize Mayor to execute in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the December 21, 2021 City Council meeting for consideration.

CITY OF HATTIESBURG
St Annes Drive Culvert Repair FEMA-DR-4415-MS

SUPPLEMENTAL AGREEMENT NO. 1

FORREST COUNTY, MISSISSIPPI

WHEREAS: We, Walker Construction, LLC., Contractor and The Gray Casualty & Surety Company, Surety entered into a contract with the City of Hattiesburg on the 17th day of March, 2021 for the St Annes Drive Culvert Repair FEMA-DR-4415-MS.

WHEREAS: The Contractor encountered unforeseen circumstances that required work to stop for one week after mobilizing at the City's direction. The Contractor submits Change Order dated October 13, 2021 for \$9,000.00 which shall be considered a part of this Supplemental Agreement No. 1 as Attachment A,

WHEREAS: The following Attachment B of an Overrun/Underrun Statement for the project is considered as part of this Supplemental Agreement No. 1. All items associated with the construction contract shall be adjusted as outlined in the Attachment,

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, We, Walker Construction, LLC., Contractor and The Gray Casualty & Surety Company, Surety hereby agree that said Supplemental Agreement is hereby made a part of the Original Contract to be performed under the specifications thereof, and that the Original Contract is in full force and effect, except insofar as it might be modified by this Supplement Agreement.

DATED, this 3rd day of NOVEMBER, 2021

Walker Construction, LLC.

City of Hattiesburg, Mississippi

By: 
Contractor

By: _____
Toby Barker, Mayor

Witness: 

Witness: _____

Jamie Walker
344 Highway 13
Wiggins, MS 39577



Phone: 601-408-5251
Fax: 601-928-4397
jamiewconst@gmail.com

DATE: OCTOBER 13, 2021

TO: CITY OF HATTIESBURG

RE: CHANGE ORDER FOR:

ST. ANNES DRIVE CULVERT REPAIR

FEMA-DR-4415-MS

WALKER CONSTRUCTION, LLC IS REQUESTING A CHANGE ORDER IN THE AMOUNT OF \$9000.
FOR THE 7 DAY DOWN TIME INCURRED DURING ABOVE PROJECT, PER CITY OF HATTIESBURG.

TRACKHOE RENTAL \$5,500.

LABOR \$3,500.

JAMIE WALKER/ WALKER CONSTRUCTION, LLC

OVERRUNS UNDERRUNS
PROJECT: ST ANNES DRIVE CULVERT REPAIR
CONTRACTOR: WALKER CONSTRUCTION

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
1	Removal of Asphalt Pavement, All Depths	SY	191.4	191.4			\$ 4.00		
2	Removal of Curb & Gutter, All Types	LF	152.6	186.0	33.4		\$ 4.00	\$ 133.60	
3	Removal of Storm Inlets & Grate	EA	1.0	1.0			\$ 300.00		
4	Removal of 24" Corrugated Plastic Pipe	LF	180.0	180.0			\$ 5.00		
5	Unclassified Excavation	CY	335.0	335.0			\$ 5.00		
6	Borrow Excavation, LVM, Class 9, Group B	CY	40.0	40.0			\$ 10.00		
7	Grassing (Temporary & Permanent) (Seed, Mulching and Ag. Limestone)	LS	1.0	1.0			\$ 2,000.00		
8	Temporary Erosion Control Measures	LS	1.0	1.0			\$ 2,000.00		
9	Size 610 Crushed Stone Base	CY	64.2	64.2			\$ 100.00		
10	Non-Reinforced 4000 PSI Concrete Pavement	SY	191.4	191.4			\$ 125.00		
11	Concrete Curb and Gutter (Match Existing)	LF	152.0	186.0	34.0		\$ 35.00	\$ 1,190.00	
12	10' x 4' Precast Box Culvert	LF	72.0	72.0			\$ 1,025.00		
13	10' x 4' Precast Box Culvert End Section	EA	2.0	2.0			\$ 16,200.00		
14	Loose Riprap, 200 lb.	TON	28.0	148.2	120.2		\$ 100.00	\$ 12,016.00	
15	Water Utility Adjustment	LS	1.0	0.0		1.0	\$ 1,000.00		\$ 1,000.00
16	Construction Staking	LS	1.0	1.0			\$ 1,000.00		
17	Maintenance of Traffic	LS	1.0	1.0			\$ 15,000.00		
18	Mobilization	LS	1.0	1.0			\$ 37,000.00		
							\$ 15,341.60	\$ 1,000.00	

PROJECT INCREASE \$ 12,341.60

Original Contract Amount \$207,316.00

Supplemental Agreement No. 1 \$9,000.00

Overrun 12,341.60

Final Contract Amount \$228,657.60



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, December 21, 2021

Re: Approve professional services agreement with Shows, Dearman and Waits, Inc. for engineering services related to the Highway 42 Overlay project and authorize Mayor to execute in duplicate.
File Number: 2021-1406
Minute Book #

Summary

Approve professional services agreement with Shows, Dearman and Waits, Inc. for engineering services related to the Highway 42 Overlay project and authorize Mayor to execute in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the December 21, 2021 City Council meeting for consideration.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



Issued and Published Jointly by



This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of December 21, 2021 ("Effective Date") between the City of Hattiesburg ("Owner") and Shows, Dearman and Waits, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Overlay of Old SR-42 from Highway 49 to Highway 11, overlay of Aztec Street from Glendale Avenue to Old SR 42, overlay of Glendale Road from Old SR 42 to the existing railroad bridge, and overlay of Lakeview Road from Glendale Avenue to Green's Creek Bridge ("Project").

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows:

Preparation of plans and specifications for the completion of design phase services for the Project, and provision of construction phase engineering and project representative services for the overlay of the aforementioned roadways.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer's services;
 - 2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 45 days of receipt.

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 45 days after receipt of Engineer's invoice, then:
 1. amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said forty-fifth day; and

2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, and the dispute dealt with as set out in Mississippi Code Ann. Section 31-7-305.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be in accordance with local, state and federal law.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations

applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.

- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Section Deleted
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other

insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.

- D. Upon written request the Engineer shall deliver to the Owner certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

- 1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
- 2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

- 1. For cause,

- a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
- 1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 - 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Engineer is hereby bound and the successors, executors, administrators, and legal representatives of Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Engineer) are hereby bound to the Owner to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking other provisions of this Agreement, or exercising their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then

Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Shared Negligence*

- A. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

- C. *Severability*: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims*: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 - 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 - 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 - 4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 - 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 - 6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
 - 7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction

Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.

16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, DELETED
- F. Exhibit F, DELETED
- G. Exhibit G, Insurance.
- H. Exhibit H, DELETED
- I. Exhibit I, DELETED
- J. Exhibit J, DELETED
- K. Exhibit K, DELETED

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer’s and Owner’s representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Hattiesburg

By: _____

Print name: Mayor Toby Barker

Title: Mayor

Date Signed: _____

Address for Owner's receipt of notices:

P.O. Box 1898

Hattiesburg, MS 39401

Designated Representative (Paragraph 8.03.A):

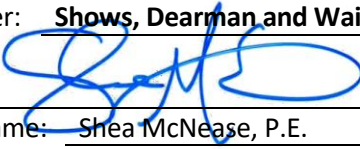
Lamar Rutland, P.E.

Title: Director of Engineering

Phone Number: 601-545-4540

E-Mail Address: lrutland@hattiesburgms.com

Engineer: Shows, Dearman and Waits, Inc.

By: 

Print name: Shea McNease, P.E.

Title: President

Date Signed: _____

Engineer License or Firm's Certificate No. (if required):

E-4

State of: Mississippi

Address for Engineer's receipt of notices:

301 Second Avenue

Hattiesburg, MS 39401

Designated Representative (Paragraph 8.03.A):

John T. Weeks, P.E.

Title: Vice-President

Phone Number: 601-544-1821

E-Mail Address: john@sd-w.com

This is **EXHIBIT A**, consisting of **14** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **December 21, 2021**.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase - *SECTION DELETED*

A1.02 Preliminary Design Phase

- A. After issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written from Owner, Engineer shall:
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner and include sustainable features, as appropriate, pursuant to Owner's instructions.
 3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data". If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
 4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
 5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
 6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
 8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
 9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
N/A
 10. Furnish 1 review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within 180 days of authorization to proceed with this phase, and review them with Owner. Within 15 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 1 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 60 days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
 4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
 6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 9. Perform or provide the following other Final Design Phase tasks or deliverables: N/A
 10. Furnish for review by Owner, its legal counsel, and other advisors, 1 copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within 70 days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 15 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit 1 final copies of such documents to Owner within 60 days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled

Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one (1). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
 - 1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 - 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
 - 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 - 4. Consult with Owner as to the qualifications of prospective contractors.
 - 5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 - 6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents)

prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
 9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables:
N/A
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 *Construction Phase*

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
 3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.
 4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.

5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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and American Society of Civil Engineers. All rights reserved.

the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
19. *Inspections and Tests:*
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief,

Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables: N/A
 25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E (“Notice of Acceptability of Work”) that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer’s knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
 26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 2. Together with Owner, visit the Project within one month before the end of the Construction Contract’s correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
 3. Perform or provide the following other Post-Construction Phase tasks or deliverables: N/A

- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
 5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
 7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

- c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
- 8. Furnishing services of Consultants for other than Basic Services.
 - 9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
 - 10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
 - 11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
 - 12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
 - 13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
 - 14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
 - 15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
 - 16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
 - 17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 *Additional Services Not Requiring Owner's Written Authorization*

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
 1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **December 21, 2021**.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Utility and topographic mapping and surveys.

4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following: N/A

This is **EXHIBIT C**, consisting of 7 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **December 21, 2021**.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-3: Basic Services – Percentage of Construction Cost

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 *Compensation for Basic Services (other than Resident Project Representative) – Percentage of Construction Cost Method of Payment*

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. *General:* An amount equal to **four (4)** percent of the Construction Cost. This amount includes compensation for Engineer’s Services and services of Engineer’s Consultants, if any. The percentage of Construction Cost noted herein accounts for labor, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses).
 2. As a basis for payment to Engineer, Construction Cost will be based on one or more of the following determinations with precedence in the order listed for Work designed or specified by Engineer:
 - a. For Work designed or specified and incorporated in the completed Project, the actual final price of the Construction Contract(s), as duly adjusted by Change Orders.
 - b. For Work designed or specified but not constructed, the lowest bona fide Bid received from a qualified bidder for such Work; or, if the Work is not bid, the lowest bona fide negotiated proposal for such Work.
 - c. For Work designed or specified but not constructed upon which no such Bid or proposal is received, Engineer’s most recent opinion of probable Construction Cost.
 - d. Labor furnished by Owner for the Project will be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by Owner will be included at current market prices.
 - e. For purposes of determining Construction Cost under this provision, no deduction is to be made from Construction Contract pricing on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).
 3. *Reimbursable Expenses:* In addition to the Percentage of Construction Cost, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses: **NONE**.

4. *Progress Payments:*

- a. The portion of the amounts billed for Engineer's services that is on account of the Percentage of Construction Cost will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.
- b. Upon conclusion of each phase of Basic Services, Owner shall pay such additional amount, if any, as may be necessary to bring total compensation paid during such phase on account of the percentage of Construction Cost to the following estimated percentages of total compensation payable on account of the percentage of Construction Cost for all phases of Basic Services:

Preliminary Design Phase	30%
Final Design Phase	60%
Bidding or Negotiating Phase	10%
	100%

- c. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner.

COMPENSATION PACKET RPR-2:
Resident Project Representative – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.04 *Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment*

A. *Owner shall pay Engineer for Resident Project Representative Basic Services as follows:*

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be **\$62,000.00** based upon part-time RPR services on an eight-hour workday, Monday through Friday, over a **85 day** construction schedule.

B. *Compensation for Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer **NONE**.

C. *Other Provisions Concerning Payment Under this Paragraph C2.04:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of **1.2**.
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. *Estimated Compensation Amounts:*
 - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and

compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

**COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates**

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- B. *Compensation For Reimbursable Expenses:*
1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer as mutually agreed upon by both parties.
 2. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.1.
 3. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1, 2022) to reflect equitable changes in the compensation payable to Engineer.
- C. *Other Provisions Concerning Payment for Additional Services:*
1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.2.
 2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
 3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 2 to EXHIBIT C**, consisting of **1** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **December 21, 2021**.

Standard Hourly Rates Schedule - 2021

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. Schedule:

Hourly rates for services performed on or after the date of the Agreement are:

Senior Engineer	\$175/Hour
Project Engineer	\$150/Hour
Junior Engineer	\$125/Hour
Engineering Intern	\$115/Hour
Graduate Engineer	\$105/Hour
Senior AutoCad Technician	\$105/Hour
AutoCad Technician	\$ 90/Hour
Senior Resident Project Representative	\$ 95/Hour
Resident Project Representative	\$ 85/Hour
Field Crew	\$175/Hour
Administrative	\$ 45/Hour

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **November 2, 2021**.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 *Resident Project Representative*

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including “or-equal” items).
2. Exceed limitations of Engineer’s authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **December 21, 2021**.

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 Insurance

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

a. Workers' Compensation: Statutory

b. Employer's Liability --

- | | |
|---|-----------|
| 1) Bodily injury, each accident: | \$100,000 |
| 2) Bodily injury by disease, each employee: | \$100,000 |
| 3) Bodily injury/disease, aggregate: | \$500,000 |

c. General Liability --

- | | |
|---|-------------|
| 1) Each Occurrence (Bodily Injury and Property Damage): | \$1,000,000 |
| 2) General Aggregate: | \$2,000,000 |

d. Excess or Umbrella Liability --

- | | |
|-----------------------|-------------|
| 1) Per Occurrence: | \$2,000,000 |
| 2) General Aggregate: | |

e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):

\$1,000,000

f. Professional Liability --

- | | |
|---------------------|-------------|
| 1) Each Claim Made | \$1,000,000 |
| 2) Annual Aggregate | \$1,000,000 |

g. Other (specify): N/A

B. *Additional Insureds:*

1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:
 - a. Shows, Dearman and Waits, Inc.
Engineer
 - b. N/A
Engineer's Consultant
 - c. N/A
Engineer's Consultant
 - d. N/A
[other]
2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.
3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, December 21, 2021

Re: Approve Street Light Agreement with Mississippi Power Company for additional lighting at 419 S 22nd Avenue for a monthly cost increase of \$8.43, and authorize the Mayor to execute the same.
File Number: 2021-1377
Minute Book #

Summary

Recommendation Statement

I recommend approval of lighting agreement.

Please place this on the December 21, 2021 City Council meeting for consideration.

DATE: 11/30/21

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg PHONE: _____

AUTHORIZED SIGNATURE _____ DATE: _____

DEVELOPER NAME _____ ACCOUNT # 59841-82000

DEVELOPER SIGNATURE _____ DATE: _____

DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT: _____

Attach a plat for development.

TO: MISSISSIPPI POWER COMPANY, ATTN. :(MPC LIGHTING SERVICES) P.O. Box 4079,

Gulfport, MS 39502 or Email: (G2MPCLSVC@southernco.com)

DATE MAIL/EMAIL RECEIVED _____

INSTRUCTIONS: INSTALL STREET LIGHTS AS NOTED IN THE SCHEDULE BELOW. CONSIDER THIS YOUR AUTHORIZATION TO BILL THE NEW LIGHTS UNDER THE TERMS OF THE CURRENTLY APPLICABLE STREET LIGHT RATE (SL) AS APPROVED BY THE MISSISSIPPI PUBLIC SERVICE COMMISSION.

PLEASE TAKE NOTICE: By and through Developer's request and execution hereof, Developer acknowledges and agrees that any electric lighting service for outdoor lighting is subject to MPC's Rules Governing Electric Service and MPC's Outdoor Lighting Electric Rate Schedule (OL). Developer understands and agrees that OL provides for a three (3) year minimum term for lighting (other than special lighting) and Developer shall be liable to MPC for all service under the rate schedule until termination, provided however that Developer shall, in no event, be excused from liability for service during the applicable minimum term. MPC shall be entitled to pursue any and all available legal remedies in the event Developer, or Developer's successors or assigns, fails to make any and all payments as and when due during the term of service.

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
COBRA HEAD FIXTURES		
100 WATT HPS	_____	_____
150 WATT HPS	_____	_____
250 WATT HPS	_____	_____
400 WATT HPS	_____	_____
1000 WATT HPS	_____	_____
350 WATT MH	_____	_____
LED FIXTURES		
90 WATT LED	_____	_____
110 WATT LED	_____	_____
190 WATT LED	_____	_____
280 WATT LED	_____	_____
OTHER FIXTURES		
<u>50WLED</u>	<u>I - 1</u>	<u>419 S 22nd Ave \$8.43 Montly cost</u>
_____	_____	_____
_____	_____	_____

NOTE: FOR NON ROUTINE INSTALLATIONS REQUIRING POLES, UNDERGROUND WIRING OR OTHER SPECIAL CONDITIONS PLEASE CONTACT YOUR MARKET SPECIALIST AND SPECIFIC CONTRACTS WILL BE PREPARED.

PLEASE MAIL OR EMAIL THIS FULLY COMPLETED FORM TO MPC'S LIGHTING SERVICES DEPT.

AND WE WILL INSTALL THE LIGHTING INSTALLATIONS THAT YOU REQUEST. YOU MAY ALSO USE THIS FORM TO REPORT LIGHTS NOT BURNING BY LISTING THE ESTIMATED SIZE AND LOCATION ON THE FORM AND FAXING TO US.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, December 21, 2021

Re: Authorize designation of Sharon Hensarling as Applicant Agent to execute for and in behalf of the City of Hattiesburg, applications for the purpose of obtaining and administering certain federal financial assistance under the Disaster Relief Act of 1974, as amended by Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, in regards to Hurricane Ida, designated disaster 4626DR-MS (4626) Hurricane Ida Emergency Protective Measures, which occurred August 29, 2021, and to file applications with the Governor's authorized representative.
File Number: 2021-1405
Minute Book #

Summary

Authorize designation of Sharon Hensarling as Applicant Agent to execute for and in behalf of the City of Hattiesburg, applications for the purpose of obtaining and administering certain federal financial assistance under the Disaster Relief Act of 1974, as amended by Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, in regards to Hurricane Ida, designated disaster 4626DR-MS (4626) Hurricane Ida Emergency Protective Measures, which occurred August 29, 2021, and to file applications with the Governor's authorized representative.

Recommendation Statement

I recommend approval of this item.

Please place this on the December 21, 2021 City Council meeting for consideration.

DESIGNATION OF APPLICANT AGENT FOR PUBLIC ASSISTANCE

Federal Disaster Number: FEMA-4626 -DR-MS

Entity's Name: City of Hattiesburg, MS

Governing Body Type: City Council

Applicant Agent Information

Name: Sharon Hensarling

Official Title: Accountant

Address: P O Box 1898

City/State/Zip: Hattiesburg, MS 39403-1898

Work Phone: 601-545-4640

Cell Phone: _____

Email Address: shensarling@hattiesburgms.com

On behalf of the Agency listed above, the designated Applicant Agent is authorized to execute applications for the purpose of obtaining and administering certain federal financial assistance under the Disaster Relief Act of 1974 (Public Law 93.228), amended by Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, (Public Law 100-707) and to file them with the Governor's Authorized Representative.

Certifying Official Information (Cannot be the same as the Applicant Agent):

Name: Carter Carroll

Title: Council President

Date: 12/21/21

Signature: _____

A certified copy of the Board Meeting Minutes/Resolution designating the Applicant Agent is attached.

Examples of Governing Body Type are Board of Supervisors, City Council, Executive Counsel, etc.



STATE-LOCAL DISASTER ASSISTANCE AGREEMENT

DISASTER: FEMA-4626 -DR-MS

APPLICANT FIPS #: 035-31020-00

APPLICANT NAME: City of Hattiesburg, MS

This Agreement is between the State of Mississippi, Mississippi Emergency Management Agency (MEMA) and the undersigned State Agency, political subdivision of the State, private nonprofit organizations, or authorized tribal organizations (Applicant). This Agreement shall be effective on the date signed by the State and Applicant. It shall apply to all assistance funds provided by or through the State to the Applicant as a result of the above-referenced disaster.

The designated representative of the Applicant certifies that:

1. The representative has legal authority to apply for assistance on behalf of the Applicant.
2. The Applicant will provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and state disaster assistance.
3. The Applicant will use disaster assistance funds solely for the purpose for which these funds are provided and as approved by the Governor's Authorized Representative.
4. The Applicant is responsible for all costs determined to be ineligible or unreasonable by FEMA and/or MEMA. The Applicant is also responsible for the repayment of any de-obligations recommended by the DHS OIG and agreed upon by FEMA. Should the funds not be returned to the State in a reasonable time frame, then collection of such funds will be handed over to the State Auditor for action.
5. The Applicant is aware of and shall comply with cost-sharing requirements for Federal and State assistance. While the cost share is subject to change depending on the severity of a disaster, the minimum Federal cost share is 75 percent of the eligible costs. The normal cost share is 75% Federal and the non-federal share is split equally by the State and local. The exception is with PNPs who are responsible for the entire 25% non-federal share.
6. The Applicant is aware that limited funding, which requires cost sharing, may be made available for mitigation of future damages.
7. The Applicant will establish and maintain a proper accounting system to record revenues and expenditures of disaster assistance funds in accordance with generally accepted accounting standards and OMB Super Circulars and A-133 as applicable and/or as directed by the Governor's Authorized Representative.
8. The Applicant shall provide Quarterly Reports to the State which indicates the anticipated completion date for each project, together with any other circumstances that may affect the completion date, the scope of work, the project costs, or any other factor that may affect compliance of this Agreement.
9. The Applicant shall comply with the Single Audit Amendments of 1996 under the Code of Federal Regulations Part 200 – Super Circular: Subsection 200.501. The Applicant shall provide copies of every audit report issued on the entity at the time of its receipt by the entity to the Governor's Authorized Representative.
10. The Applicant will give state and federal agencies designated by the Governor's Authorized Representative, access to and the right to examine all records and documents related to use of disaster assistance funds.
11. The Applicant will return to the State, within thirty (30) days of such request by the Governor's Authorized Representative, any advance funds which are not supported by audit or other federal or state review of documentation maintained by the Applicant.

12. The Applicant acknowledges that it is the Applicant's responsibility to ensure all Federal, State, and local laws, regulations, rules and guidelines applicable to any FEMA grant program are adhered to. If said laws, regulations, rules and guidelines are not adhered to, responsibility for noncompliance is the Applicants.
13. The Applicant will begin and complete all items of work within the time limits established by the Governor's Authorized Representative in agreement with all applicable Federal regulations.
14. The Applicant will comply with regulations implementing the Drug-Free Workplace Act of 1988 44 CFR Part 17, Subpart F.
15. The Applicant will comply with all federal and state statutes and regulations relating to nondiscrimination.
16. The Applicant will comply with provisions of the Hatch Act limiting the political activities of public employees and 44 CFR Part 18, New Restrictions of Lobbying.
17. The Applicant will comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
18. The Applicant will comply with the flood insurance purchase requirements of the Flood Disaster Protection Act of 1973 which may require purchase of flood insurance.
19. The Applicant will not enter into cost-plus-percentage-of-cost contracts for completion of disaster restoration or repair work.
20. The Applicant will not enter into contracts for which payment is contingent upon receipt of state or federal disaster funds.
21. The Applicant will not enter into any contract with any party which is debarred or suspended from participation in federal assistance programs.
22. The Applicant will return all unspent federal funds for uncompleted small projects prior to requesting additional funds for other projects.
23. The Applicant authorizes the Governor's Authorized Representative to recoup the unspent funds referenced in item 22 above, by subtracting that amount from other federal funds owed to it for other approved work when the amount owed is larger than the refund.
24. The Applicant will comply with all uniform administrative requirements which are set forth in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended by Public Law 100-107, and implemented by 44 CFR Part 206.
25. The Applicant shall first endeavor to settle any controversy or claim arising from or relating to this Agreement, or the breach thereof, directly with the Executive Director of MEMA, or designated representative, before exhausting any other remedies or appeals to other governing authorities.

Certifying Official (Cannot be the Applicant Agent):

<u>Carter Carroll</u>	<u></u>	<u>12/21/21</u>
NAME (Print)	SIGNATURE	DATE

Applicant Agent:

<u>Sharon Hensarling</u>	<u></u>	<u>12/21/21</u>
NAME (Print)	SIGNATURE	DATE

MEMA Only

Governor's Authorized Representative:

<u>Stephen C. McCraney, Executive Director</u>	<u></u>	<u></u>
NAME	SIGNATURE	DATE



FFATA Reporting Form

Federal Funding Accountability and Transparency Act of 2006

1. Applicant: City of Hattiesburg, MS 2.DUNS#: 079448130

3. Rostered in SAM (System of Award Management): ☐ Yes
☐ No

4. Physical Address Associated with DUNS#:

Street: 200 Forrest Street

City: Hattiesburg

State: MS

9-Digit ZIP Code: 39401 - 3451

Country: USA

5. Is your annual gross revenue made up 80% or more in federal contracts, sub-contracts, loans, grants, sub-grants and/or cooperative agreements? ☐ Yes

☒ No

6. Do you receive \$25 million or more in annual gross revenue from federal contracts, sub-contracts, loans, grants, sub-grants and/or cooperative agreements? ☐ Yes

☒ No

7. Is salary information for all top management positions available to the public on SEC.gov? ☐ Yes

☒ No

8. Does your county sub-award any grant funds received from MEMA? ☐ Yes

☒ No

I, _____ hereby certify to the best of my knowledge and belief that the report is true, complete, and accurate.

Name: Sharon Hensarling

Agency/Organization: City of Hattiesburg, MS

Title: Accountant

Phone: 601-545-4640

Email: shensarling@hattiesburgms.com

For MEMA Office Use Only:

Grant Award Name _____ Grant Award ID# _____

Grant Award Amount _____ Date Obligated _____

MEMA Official Initials _____ Entered into FSRS.gov by _____ Date Entered _____



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones, Chief Administrative Officer

cc:

Date: Tuesday, December 21, 2021

Re: Acknowledge request of renewal of appropriation from Southern Mississippi Symphony Orchestra and the Arts Institute of Mississippi for the 2021-2022 fiscal year and authorize payment of the same.
File Number: 2021-1415
Minute Book #

Summary

Acknowledge request of renewal of appropriation from Southern Mississippi Symphony Orchestra and the Arts Institute of Mississippi for the 2021-2022 fiscal year and authorize payment of the same.

Recommendation Statement

I recommend this item be added to the agenda for consideration.

Please place this on the December 21, 2021 City Council meeting for consideration.



THE UNIVERSITY OF
SOUTHERN MISSISSIPPI

COLLEGE OF ARTS AND SCIENCES

118 College Drive #5018 | Hattiesburg, MS 39406-0001

Phone: 601.266.6795 | Fax: 601.266.5797 | janet.donaldson@usm.edu | www.usm.edu

October 11, 2021

Ms. Connie Everett, Chief Financial Officer
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

Dear Ms. Everett,

I am writing this letter on behalf of Dr. Jay Dean to request a letter confirming the renewal of the appropriation of \$50,000.00 to the Southern Mississippi Symphony Orchestra and the Arts Institute of Mississippi for the 2021-2022 fiscal year. Normally, we receive the funds in February of the current year, so our next time to receive this allocation would be February 2022. These funds are to be used for our ongoing citywide educational and community outreach program, which includes FestivalSouth.

I would like to thank you, the City Council, the Mayor, and the City of Hattiesburg for the past sixteen years of collaboration on this outreach project, which has reached every Hattiesburg school and nursing home, and has deeply enriched the lives of those students and residents who have participated in the free musical presentations. We have now expanded our offerings to include free park events in October and June.

We look forward to our continued partnership with the City of Hattiesburg as we strive to bring high quality education to our city's youth and enriching entertainment to our aging residents. If I may be of any assistance, please do not hesitate to contact me at 601-266-6795 or janet.donaldson@usm.edu.

Sincerely,

Dr. Janet Donaldson, Associate Dean for Research and Graduate Education
College of Arts and Sciences

Cc: Dr. Jay Dean, Professor Emeritus



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, December 21, 2021

Re: Acknowledge receipt of closing documents for the Comprehensive Water Improvements Phase II - Palmers Crossing & Irene Chapel project and approve Supplemental Agreement No. 1 with C. B. Developers, Inc. to add items and adjust quantities to actual, making the final contract total \$2,221,158.72; Authorize Mayor to execute Supplemental Agreement No. 1 in triplicate; Authorize final acceptance of the project and issuance of a manual check to C. B. Developers, Inc. in payment of final pay application.
File Number: 2021-1418
Minute Book #

Summary

Acknowledge receipt of closing documents for the Comprehensive Water Improvements Phase II - Palmers Crossing & Irene Chapel project and approve Supplemental Agreement No. 1 with C. B. Developers, Inc. to add items and adjust quantities to actual, making the final contract total \$2,221,158.72; Authorize Mayor to execute Supplemental Agreement No. 1 in triplicate; Authorize final acceptance of the project and issuance of a manual check to C. B. Developers, Inc. in payment of final pay application.

Recommendation Statement

I recommend approval of this item.

Please place this on the December 21, 2021 City Council meeting for consideration.



Engineering Progress

December 9, 2021

City of Hattiesburg
PO Box 1898
Hattiesburg MS 39403-1898

Attn: Lamar Rutland, P.E.

**RE: Comprehensive Water Improvements Phase II
Palmers Crossing & Irene Chapel
Hattiesburg, MS**

Dear Mr. Rutland:

This is to certify the above referenced project has been completed in accordance with the previously approved plans and specifications.

Enclosed are the following documents:

1. The final estimate no. 10 for the contractor in the amount of \$262,037.46
2. Three (3) copies of Supplemental Agreement No. 1 that need to be signed by the mayor; please have executed and send two (2) copies to our office for further processing.
3. Contractor's Affidavit of Release of Liens
4. Contractor's Affidavit of Payment of Debts and Claims
5. Consent of Surety to final Payment
6. Warranty Letter
7. Fire Hydrant Operation Verification

Please do not hesitate to contact me should you have questions or comments.

Sincerely,

Kyle D. Wallace, P.E.
Project Engineer

/md

Enclosures

RECEIVED
12/9/21

Contractor's Final Application For Payment No. 10

To (Owner): City of Hattiesburg, Mississippi		Application Period: Beginning: 3/1/2019 Ending: 6/30/2021		Application Date: 30-Nov-21	
Project: Comprehensive Water Improvements Phase II		From (Contractor): C.B. Developers, Inc.		Via (Engineer): Shows, Dearman & Waits Inc.	
Owner's Contract No.: Not Applicable		Contract: 		Engineer's Project No.: 	

Change Order Summary

Approved Change Orders

Number	Additions	Deductions
SA-1	\$92,987.27	
OVERRUN	\$73,756.70	
TOTALS	\$166,743.97	\$ -
NET CHANGE BY CHANGE ORDERS	\$166,743.97	

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:  Date: **11/30/2021**

EJCDC No. C-620 (2002 Edition)

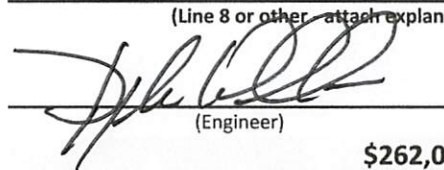
1. ORIGINAL CONTRACT PRICE	\$	2,054,414.75
2. Net change by Change Orders	\$	166,743.97
3. CURRENT CONTRACT PRICE (LINE 1 + 2)	\$	2,221,158.72
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimates)	\$	2,221,158.72
5. RETAINAGE:		
a. 5.0 % x Work Completed	\$	-
b. 5.0% x Stored Material	\$	-
c. Total Retainage (line 5a + line 5b)	\$	-
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$	2,221,158.72
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$	1,959,121.26
8. AMOUNT DUE THIS APPLICATION	\$	262,037.46
9. BALANCE TO FINISH, PLUS RETAINAGE		
(Column G on Progress Estimate + Line 5 above)	\$	(0.00)

Payment of:

\$262,037.46

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

Is recommended by:


(Engineer)

12/9/2021
(Date)

Payment of:

\$262,037.46

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

Is approved by:

(Owner)

(Date)

Is approved by:

(Owner)

(Date)

Approved by:

(Funding Agency, if applicable)

(Date)

Progress Estimate

Contractor's Application

For (contract): Comprehensive Water Improvements Phase II				Application Number: 10						
Application Period: 3/1/2019 TO 6/30/2021				Application Date: 30-Nov-21						
	A	Bid Quantity	Unit Price	B	C	D	E	F		G
Pay Item	Item Description			Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (F)
	WATER PIPE ITEMS									
1	4" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	260.0	\$ 25.44	\$ 6,614.40	409	\$ 10,404.96	\$ -	\$ 10,404.96	157%	\$ (3,790.56)
2	6" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	280.0	\$ 23.74	\$ 6,647.20	244	\$ 5,792.56	\$ -	\$ 5,792.56	87%	\$ 854.64
3	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	590.0	\$ 23.72	\$ 13,994.80	1,845	\$ 43,763.40	\$ -	\$ 43,763.40	313%	\$ (29,768.60)
4	12" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	27000.0	\$ 31.08	\$ 839,160.00	25,419	\$ 790,022.52	\$ -	\$ 790,022.52	94%	\$ 49,137.48
5	12" CLASS 350 DUCTILE IRON WATER PIPE (BORED-NO CASING)	1090.0	\$ 66.98	\$ 73,008.20	1,027	\$ 68,788.46	\$ -	\$ 68,788.46	94%	\$ 4,219.74
6	16" 200 PSI, DR9, HDPE (OPEN CUT)(INCL ADAPTER FITTINGS)	780.0	\$ 111.27	\$ 86,790.60	900	\$ 100,143.00	\$ -	\$ 100,143.00	115%	\$ (13,352.40)
7	16" 200 PSI, DR9, HDPE (DIRECTION BORE)(INCL ADAPTER FITTINGS)	460.0	\$ 133.85	\$ 61,571.00	1,157	\$ 154,864.45	\$ -	\$ 154,864.45	252%	\$ (93,293.45)
	CASING ITEMS									
8	18" STEEL CASING, 0.25" WT (OPEN CUT)	20.0	\$ 112.00	\$ 2,240.00	40	\$ 4,480.00	\$ -	\$ 4,480.00	200%	\$ (2,240.00)
9	14" STEEL CASING, 0.25" WT (BORED)	40.0	\$ 94.99	\$ 3,799.60	-	\$ -	\$ -	\$ -		\$ 3,799.60
10	18" STEEL CASING, 0.25" WT (BORED)	610.0	\$ 112.44	\$ 68,588.40	690	\$ 77,583.60	\$ -	\$ 77,583.60	113%	\$ (8,995.20)
11	20" STEEL CASING, 0.375" WT (BORED-RAILROAD)	740.0	\$ 295.72	\$ 218,832.80	820	\$ 242,490.40	\$ -	\$ 242,490.40	111%	\$ (23,657.60)
	CONNECTION ITEMS									
12	CONNECTION: PROPOSED 12" TO EXISTING 12" (STRAIGHT CONNECTION)	2.0	\$ 1,509.99	\$ 3,019.98	3	\$ 4,529.97	\$ -	\$ 4,529.97	150%	\$ (1,509.99)
13	CONNECTION: PROPOSED 12" TO EXISTING 12" (HOT TAP w/ 4" BRASS)	3.0	\$ 6,603.33	\$ 19,809.99	2	\$ 13,206.66	\$ -	\$ 13,206.66	67%	\$ 6,603.33
14	CONNECTION: PROPOSED 12" TO PROPOSED 12" (TEE & OTHER)	5.0	\$ 1,741.31	\$ 8,706.55	5	\$ 8,706.55	\$ -	\$ 8,706.55	100%	\$ -
15	CONNECTION: PROPOSED 12" TO PROPOSED 12" & 8" (TEE & OTHER)	1.0	\$ 2,191.77	\$ 2,191.77	1	\$ 2,191.77	\$ -	\$ 2,191.77	100%	\$ -
16	CONNECTION: PROPOSED 12" TO PROPOSED 8" (TEE & OTHER)	2.0	\$ 1,723.93	\$ 3,447.86	2	\$ 3,447.86	\$ -	\$ 3,447.86	100%	\$ -
17	CONNECTION: PROPOSED 12" TO PROPOSED 12" & EXISTING 12"	1.0	\$ 3,061.78	\$ 3,061.78	1	\$ 3,061.78	\$ -	\$ 3,061.78	100%	\$ -
18	CONNECTION: PROPOSED 12" TO PROPOSED 12" & EXISTING 12"	2.0	\$ 2,263.80	\$ 4,527.60	2	\$ 4,527.60	\$ -	\$ 4,527.60	100%	\$ -
19	CONNECTION: PROPOSED 12" TO EXISTING 6" (TEE & OTHER)	10.0	\$ 1,878.23	\$ 18,782.30	10	\$ 18,782.30	\$ -	\$ 18,782.30	100%	\$ -
20	CONNECTION: PROPOSED 12" TO EXISTING 6" & 4" (TEES & OTHER)	1.0	\$ 2,813.19	\$ 2,813.19	1	\$ 2,813.19	\$ -	\$ 2,813.19	100%	\$ -
21	CONNECTION: PROPOSED 12" TO EXISTING 6" & 4" (CROSS & OTHER)	1.0	\$ 3,093.80	\$ 3,093.80	1	\$ 3,093.80	\$ -	\$ 3,093.80	100%	\$ -
22	CONNECTION: PROPOSED 12" TO EXISTING 4" (TEE & OTHER)	12.0	\$ 2,025.74	\$ 24,308.88	12	\$ 24,308.88	\$ -	\$ 24,308.88	100%	\$ -
	TOTALS			\$ 1,475,010.70		\$ 1,587,003.71		\$ 1,587,003.71		\$ (111,993.01)

EJCDC No. C-620 (2002 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Progress Estimate

Contractor's Application

For (contract):	Comprehensive Water Improvements Phase II				Application Number: 10					
Application Period:	3/1/2019 TO 6/30/2021				Application Date: 30-Nov-21					
	A	Bid Quantity	Unit Price	B	C	D	E	F		G
Pay Item	Item Description			Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (B - F)
	Subtotal from Previous Page			\$ 1,475,010.70		\$ 1,587,003.71		\$ 1,587,003.71		\$ (111,993.01)
23	CONNECTION: PROPOSED 8" TO EXISTING 12" (HOT TAP w/ V	1.0	\$ 3,660.35	\$ 3,660.35	1	\$ 3,660.35	\$ -	\$ 3,660.35	100%	\$ -
24	CONNECTION: PROPOSED 8" TO EXISTING 6" (TEE & OTHER F	1.0	\$ 1,702.56	\$ 1,702.56	1	\$ 1,702.56	\$ -	\$ 1,702.56	100%	\$ -
25	CONNECTION: PROPOSED 8" TO EXISTING 6" & 4" (TEES & OT	1.0	\$ 2,657.87	\$ 2,657.87	1	\$ 2,657.87	\$ -	\$ 2,657.87	100%	\$ -
	VALVE ITEMS									
26	4" GATE VALVE	9.0	\$ 684.95	\$ 6,164.55	12	\$ 8,219.40	\$ -	\$ 8,219.40	133%	\$ (2,054.85)
27	6" GATE VALVE	14.0	\$ 840.19	\$ 11,762.66	16	\$ 13,443.04	\$ -	\$ 13,443.04	114%	\$ (1,680.38)
28	8" GATE VALVE	4.0	\$ 1,154.21	\$ 4,616.84	11	\$ 12,696.31	\$ -	\$ 12,696.31	275%	\$ (8,079.47)
29	12" GATE VALVE	66.0	\$ 2,036.87	\$ 134,433.42	64	\$ 130,359.68	\$ -	\$ 130,359.68	97%	\$ 4,073.74
	FIRE PROTECTION ITEMS									
30	3 WAY FIRE HYDRANT w/ APPURTENANCES (INCL. TEE, VALVE	42.0	\$ 3,708.92	\$ 155,774.64	46	\$ 170,610.32	\$ -	\$ 170,610.32	110%	\$ (14,835.68)
31	6" FIRE SUPPRESSION SYSTEM CONNECTION (INCL. TEE, VALV	1.0	\$ 4,146.85	\$ 4,146.85	-	\$ -	\$ -	\$ -		\$ 4,146.85
	SERVICE ITEMS									
32	RESIDENTIAL SERVICE TAP (ALL SIZES) (INCL. OPEN CUT SERVI	99.0	\$ 445.19	\$ 44,073.81	108	\$ 48,080.52	\$ -	\$ 48,080.52	109%	\$ (4,006.71)
33	COMMERCIAL SERVICE TAP (ALL SIZES) (INCL. OPEN CUT SERV	17.0	\$ 1,085.64	\$ 18,455.88	8	\$ 8,685.12	\$ -	\$ 8,685.12	47%	\$ 9,770.76
34	SERVICE TUBING (BORED) (ALL SIZES)	1585.0	\$ 4.13	\$ 6,546.05	2,884	\$ 11,910.92	\$ -	\$ 11,910.92	182%	\$ (5,364.87)
35	RESIDENTIAL METER (INCL. METER, METER BOX, CITY FEES, ET	15.0	\$ 550.23	\$ 8,253.45	-	\$ -	\$ -	\$ -		\$ 8,253.45
	REMOVAL ITEMS									
36	REMOVAL OF FIRE HYDRANT AND APPURTENANCES	24.0	\$ 409.36	\$ 9,824.64	10	\$ 4,093.60	\$ -	\$ 4,093.60	42%	\$ 5,731.04
37	ABANDONMENT OF EXISTING WATER LINES WITH FLOWABLE	760.0	\$ 7.75	\$ 5,890.00	1,065	\$ 8,253.75	\$ -	\$ 8,253.75	140%	\$ (2,363.75)
38	REMOVE AND RESET EXISTING STORM SEWER CULVERTS (ALL	1.0	\$ 4,678.36	\$ 4,678.36	1	\$ 4,678.36	\$ -	\$ 4,678.36	100%	\$ -
	MISCELLANEOUS CONSTRUCTION ITEMS									
39	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM FOR GRAVEL	35.0	\$ 21.05	\$ 736.75	1,162	\$ 24,460.10	\$ -	\$ 24,460.10	3320%	\$ (23,723.35)
40	ASPHALT PAVEMENT REPAIR (ALL DEPTHS)	460.0	\$ 181.29	\$ 83,393.40	179	\$ 32,450.91	\$ -	\$ 32,450.91	39%	\$ 50,942.49
41	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)	338.0	\$ 116.96	\$ 39,532.48	125	\$ 14,620.00	\$ -	\$ 14,620.00	37%	\$ 24,912.48
42	CONCRETE CURB AND GUTTER REPAIR (MATCH EXISTING IN K	25.0	\$ 58.48	\$ 1,462.00	-	\$ -	\$ -	\$ -		\$ 1,462.00
	TOTALS			\$ 2,022,777.26		\$ 2,087,586.52		\$ 2,087,586.52		\$ (64,809.26)

EJCDC No. C-620 (2002 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Contractor's Application

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Monthly Totals

	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
1	4" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	4	2		40	4	54	216	89			409
2	6" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	6	20		6	12	8	50		142		244
3	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	60	1260		5646	320	60		145			1845
4	12" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	4560	5380	2980		4479	1687	332	55		300	25419
5	12" CLASS 350 DUCTILE IRON WATER PIPE (BORED-NO CASING)	20			380	20	467	260	220		420	1027
6	16" 200 PSI, DR9, HDPE (OPEN CUT)(INCL ADAPTER FITTINGS)		80		177							900
7	16" 200 PSI, DR9, HDPE (DIRECTION BORE)(INCL ADAPTER FITTINGS)				360	620						1157
8	18" STEEL CASING, 0.25" WT (OPEN CUT)		40									40
9	14" STEEL CASING, 0.25" WT (BORED)											
10	18" STEEL CASING, 0.25" WT (BORED)			80	245	265	100	240	200		380	690
11	20" STEEL CASING, 0.375" WT (BORED-RAILROAD)											820
12	CONNECTION: PROPOSED 12" TO EXISTING 12" (STRAIGHT CONNECTION w/ FITTING)				1	1			1		1	3
13	CONNECTION: PROPOSED 12" TO EXISTING 12" (HOT TAP w/ VALVE ASSEMBLY & OR)				1							2
14	CONNECTION: PROPOSED 12" TO PROPOSED 12" (TEE & OTHER FITTINGS)				2							5
15	CONNECTION: PROPOSED 12" TO PROPOSED 12" & 8" (TEE & OTHER FITTINGS)					1						1
16	CONNECTION: PROPOSED 12" TO PROPOSED 8" (TEE & OTHER FITTINGS)									2		2
17	CONNECTION: PROPOSED 12" TO PROPOSED 12" & EXISTING 8" & 6" (TEES & OTHER FITTINGS)					1						1
18	CONNECTION: PROPOSED 12" TO PROPOSED 12" & EXISTING 4" (TEE & OTHER FITTING)			1		2		3				2
19	CONNECTION: PROPOSED 12" TO EXISTING 6" (TEE & OTHER FITTINGS)		1					1				10
20	CONNECTION: PROPOSED 12" TO EXISTING 6" & 4" (TEES & OTHER FITTINGS)							1				1
21	CONNECTION: PROPOSED 12" TO EXISTING 6" & 4" (CROSS & OTHER FITTINGS)											1
22	CONNECTION: PROPOSED 12" TO EXISTING 4" (TEE & OTHER FITTINGS)	3										12

Monthly Totals

	1	2	3	4	5	6	7	8	9	10	TOTAL
	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
23	1										1
24				1							1
25		2						-1			1
26	3	4	2	2	1	2					12
27		1	1	5	7			1		1	16
28		6		1	2			2			11
29	4	6	4	12	17	5	3	1		12	64
30	5	5	4	7	9	5	1	1		9	46
31											
32		3		2	23	75			4	1	108
33		3		1		4					8
34					743	2011	50		80		2884
35											
36											
37						1	4	2	3		10
38										1065	1065
										1	1
39	32	14		154	42			504		416	1162
40			9.14	5.59				150	14		179
41			24.46	48.78				52			125
42											

Monthly Totals

		1	2	3	4	5	6	7	8	9	10	TOTAL
	DESCRIPTION	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
43	CRUSHED AGGREGATE FOR ROAD REPAIR (SIZE 825)	24.26	7.72	15.67	123.91	67.67					65	304
44	TEMPORARY EROSION CONTROL									0.75	0.25	1
45	GRASSING									0.75	0.25	1
46	MAINTENANCE OF TRAFFIC		0.5				0.25			0.25		1
47	MOBILIZATION		0.5			0.5						1
CO1-1	OLD AIR PORT INSERTA VALVE										1	1
CO1-2	10" HDPE BORE										200	200
CO1-3	8" HDPE BORE										110	110
CO1-4	6" HDPE BORE										200	200
CO1-5	8" DI BORE										80	80
CO1-6	HWY 49 ELKS LAKE ROAD TIE-IN										1	1
CO1-7	CENTRAL SCHOOL AND HWY 49 TIE-IN										1	1
CO1-8	RAILROAD ASPHALT PAVEMENT REPAIR										83.49	83.49
CO	UTILITY CONFLICTS										1	1

C. B. Developers, Inc.

1716 Evelyn Gandy Pkwy
Hattiesburg, MS 39401

Ph. 601-582-1600
Fax 601-583-0005

July 15, 2021

Kyle Wallace
Shows, Dearman & Waits, Inc
301 Second Avenue
Hattiesburg, MS 39401

Re: COMSWIP Water Improvements Phase II
City of Hattiesburg, MS

Gentlemen:

Pursuant to ARTICLE 25- WARRANTY AND GUARANTEE, etc., in General Conditions, C.B. Developers, Inc. herewith invokes a One Year Warranty on the above referenced project beginning July 15, 2021 and ending July 15, 2022. This warranty includes all materials and work performed on the above referenced project.

Respectfully,



Mack Lister – Project Manager
C.B. Developers, Inc.

C. B. Developers, Inc.

1716 Evelyn Gandy Pkwy
Hattiesburg, MS 39401

Ph. 601-582-1600
Fax 601-583-0005

12/7/2021

Kyle Wallace
Shows, Dearman & Waits, Inc
301 Second Avenue
Hattiesburg, MS 39401

Re: COMSWIP Water Improvements Phase II
Palmers Crossing & Irene Chapel
City of Hattiesburg, MS

Gentlemen:

On November 30, 2021, We went through the above referenced project and made sure that every Fire Hydrant on the project was flowing by cutting on each one. The Fire Hydrants were open at that time and none of my guys have been back on the project to touch a Fire Hydrant or Valve since. We offered during the final inspection if anyone from the City would like to ride with me and inspect this and nobody wanted to. I can guarantee as of that date that the hydrants were open and running but I cannot guarantee anything after that date.

Respectfully,



Mack Lister – Project Manager
C.B. Developers, Inc.



AIA[®]

Document G706A[™] – 1994

Contractor's Affidavit of Release of Liens

PROJECT: <i>(Name and address)</i>	ARCHITECT'S PROJECT NUMBER:	OWNER ☐
C.B. DEVELOPERS, INC. 1716 EVELYN GANDY PARKWAY HATTIESBURG, MS 39401	CONTRACT FOR: \$2,054,414.75	ARCHITECT ☐
		CONTRACTOR ☐
TO OWNER: <i>(Name and address)</i>	CONTRACT DATED: September 19, 2017	SURETY ☐
CITY OF HATTIESBURG, MS 200 FORREST STREET HATTIESBURG, MS 39401		OTHER ☐

STATE OF: MISSISSIPPI

COUNTY OF: FORREST

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

C.B. DEVELOPERS, INC.
1716 EVELYN GANDY PARKWAY
HATTIESBURG, MS 39401

BY:


(Signature of authorized representative)

MACK LISTER - PROJECT MANAGER
(Printed name and title)



Subscribed and sworn to before me on this date:

Notary Public: 
My Commission Expires: August 6, 2025

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

1934 - 1935

Commissioner of Public Safety

State of Mississippi

Department of Public Safety

Office of the Commissioner

State Capitol Building

Jefferson, Mississippi

January 1, 1935

TO THE HONORABLE

MEMBERS OF THE

LEGISLATURE

OF THE STATE OF MISSISSIPPI

THE FOLLOWING IS A

REPORT OF THE

COMMISSIONER OF PUBLIC SAFETY

FOR THE YEAR 1934

AND THE FIRST

THREE MONTHS OF 1935

AS REQUIRED BY

SECTION 100

OF THE CONSTITUTION

OF THE STATE OF MISSISSIPPI

AND BY RESOLUTION



AIA[®] Document G706A[™] – 1994 Instructions

Contractor's Affidavit of Release of Liens

GENERAL INFORMATION

Purpose. This document is intended for use as companion to AIA Document G706[™], Contractor's Affidavit of Payment of Debts and Claims.

Related Documents. This document may be used with most of AIA's Owner-Contractor agreements and general conditions, such as A201 and its related family of documents. As noted above, this is a companion document to AIA Document G706.

Use of Current Documents. Prior to using any AIA document, the user should consult the AIA, an AIA component chapter or a current AIA documents list to determine the current edition of each document.

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CHANGES FROM THE PREVIOUS EDITION

A cross reference to AIA Document A201 has been deleted to permit the use of G706A with other families of AIA documents, including construction management, interiors and design/build.

COMPLETING G706A-1994

General. The Owner-Contractor Agreement is the usual source of required information such as the contract date and the names and addresses of the Owner, Project and Contractor.

Architect's Project No. This information is typically supplied by the Architect and entered on the form by the Contractor.

Contract For. This refers to the scope of the contract, such as "General Construction" or "Mechanical Work."

Affidavit. Indicate the state and county where the Affidavit is made. This is not necessarily the same location as the Project, but should be the location where the notary is authorized to administer sworn oaths. If there are any EXCEPTIONS to the statement, these should be listed in the space provided; otherwise enter as "None." It may be a stipulation of the Contract Documents that the Owner has the right to require the Contractor to furnish a bond to cover each exception listed on the Affidavit.

Supporting Documents. The AIA does not publish a "Release or Waiver of Liens" for contractors or subcontractors because of the great diversity of releases or waivers permitted by various state mechanics lien laws. Forms for such purposes may be available from local contractors' associations or may be written with the assistance of legal counsel.

EXECUTING G706A-1994

The Notary Public should administer a sworn oath to the Contractor in reference to the written statements appearing on G706A, and should duly sign and seal this document containing the Contractor's signature. G706A should be signed by the Contractor or the Contractor's authorized representative.

**AIA®****Document G706™ – 1994****Contractor's Affidavit of Payment of Debts and Claims**PROJECT: *(Name and address)*C.B. DEVELOPERS, INC
1716 EVELYN GANDY PARKWAY
HATTIESBURG, MS 39401

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR: \$2,054,414.75

OWNER ☐ARCHITECT ☐CONTRACTOR ☐TO OWNER: *(Name and address)*CITY OF HATTIESBURG, MS
200 FORREST STREET
HATTIESBURG, MS 39401

CONTRACT DATED: September 19, 2017

SURETY ☐OTHER ☐

STATE OF: MISSISSIPPI

COUNTY OF: FORREST

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707™, Consent of Surety to Final Payment, may be used for this purpose.

Indicate attachment: ☐ Yes ☐ No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof
3. Contractor's Affidavit of Release of Liens (AIA Document G706A™)

CONTRACTOR: *(Name and address)*C.B. DEVELOPERS, INC
1716 EVELYND GANDY PARKWAY
HATTIESBURG, MS 39401

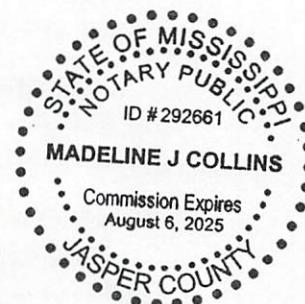
BY:

*(Signature of authorized representative)***MACK LISTER - PROJECT MANAGER**
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:



CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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070809ACD42

AIA Document G706™ – 1994 Instructions

Contractor's Affidavit of Payment of Debts and Claims

GENERAL INFORMATION

Purpose. AIA Document G706™ is intended for use when the Contractor is required to provide a sworn statement verifying that debts and claims have been settled, except for those listed by the Contractor under “EXCEPTIONS” in the document. AIA Document G706 is typically executed as a condition of final payment.

Related Documents. This document may be used with most of the AIA's Owner-Contractor agreements and general conditions, such as AIA Document A201™ and its related family of documents. G706 also requires the attachment of several supporting documents, including AIA Documents G706A™, Contractor's Affidavit of Release of Liens, and G707™, Consent of Surety to Reduction in or Release of Retainage.

Use of Current Documents. Prior to using any AIA Contract Document, users should consult the AIA, an AIA component chapter or a current AIA Documents List to determine the current edition of each document.

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CHANGES FROM THE PREVIOUS EDITION

A cross-reference to AIA Document A201 has been deleted to permit the use of G706 with other families of AIA documents, including Construction Management, Interiors and Design-Build.

COMPLETING G706

General. The Owner-Contractor Agreement is the usual source of required information such as the contract date and the names and addresses of the Owner, Project and Contractor.

Architect's Project No. This information is typically supplied by the Architect and entered on the form by the Contractor.

Contract For. This refers to the scope of the contract, such as General Construction or Mechanical Work.

Affidavit. Indicate the state and county where the Affidavit is made. This is not necessarily the same location as the Project, but should be the location where the notary is authorized to administer sworn oaths. If there are any EXCEPTIONS to the statement, these should be listed in the space provided; otherwise enter as “None.” It may be a stipulation of the Contract Documents that the Owner has the right to require the Contractor to furnish a bond to cover each exception listed on the Affidavit.

Supporting Documents. The AIA documents listed as attachments to the G706 form should be of the same (current) edition date as G706. The AIA does not publish a “Release or Waiver of Liens” for contractors or subcontractors because of the great diversity of releases or waivers permitted by various state mechanics lien laws. Forms for such purposes may be available from local contractors' associations or may be written with the assistance of legal counsel.

EXECUTING THE DOCUMENT

The Notary Public should administer a sworn oath to the Contractor referencing the written statements appearing on AIA Document G706, and should duly sign and seal this document containing the Contractor's signature. G706 should be signed by the Contractor or the Contractor's authorized representative.

CONSENT OF SURETY TO FINAL PAYMENT

AIA Document G707

Bond No. SU 1145477

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☒
OTHER	☐

TO OWNER:
(Name and address)

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

PROJECT:
(Name and address)

Comprehensive Water Improvements- Phase II, Palmers Crossing and Irene Chapel

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: Same as Below

CONTRACT DATED:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Arch Insurance Company
Harborside 3, 210 Hudson Street Suite 300
Jersey City, NJ 07311-1107

on bond of
(Insert name and address of Contractor)

C.B. Developers, Inc.
1716 Evelyn Gandy Parkway, Suite 40
Hattiesburg, MS 39401

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of
any of its obligations to
(Insert name and address of Owner)

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

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: December 7, 2021
(Insert in writing the month followed by the numeric date and year.)



Arch Insurance Company

(Surety)

By:

(Signature of authorized representative)

Brody Eric Buckley

Attorney-in-Fact

(Printed name and title)

Attest:

(Seal):

Wes Price

Resident MS Agent/Fisher Brown Bottrell Insurance, Inc.

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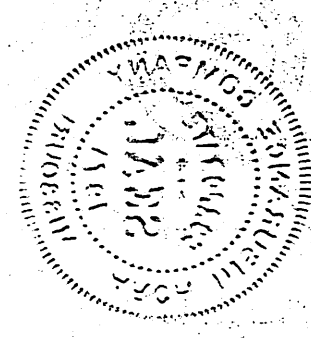
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This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint: **Brody Eric Buckley**

its true and lawful Attorney(s) in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (90,000,000.00). Any and all bonds, undertakings, recognizances and other surety obligations.

Surety Bond Number: SU 1145477
Principal: C.B. Developers, Inc.
Obligee: City of Hattiesburg

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 11, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 11, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 11, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 2nd day of July, 2021

Attested and Certified

Regan A. Shulman

Regan A. Shulman, Secretary



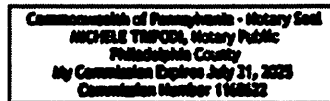
Arch Insurance Company

Stephen C. Ruschak

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Michele Tripodi

Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated July 2, 2021 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 7th day of December, 2021.

Regan A. Shulman

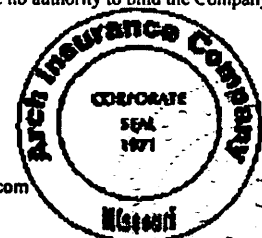
Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102

To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com. Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.



AICPOA040120

Printed in U.S.A.

1. The first part of the document is a letter from the President of the United States to the Congress, dated January 3, 1862. It is a very important document, as it contains the President's annual message to Congress.

2. The second part of the document is a report from the Secretary of the Treasury, dated January 3, 1862. It contains information about the state of the Treasury and the country's financial situation.

3. The third part of the document is a report from the Secretary of the Interior, dated January 3, 1862. It contains information about the state of the Interior and the country's natural resources.

4. The fourth part of the document is a report from the Secretary of the War, dated January 3, 1862. It contains information about the state of the War and the country's military situation.

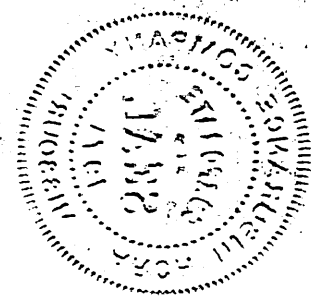
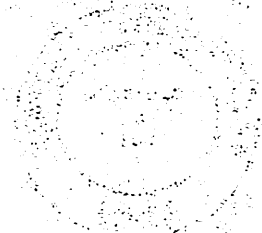
5. The fifth part of the document is a report from the Secretary of the Navy, dated January 3, 1862. It contains information about the state of the Navy and the country's naval situation.

6. The sixth part of the document is a report from the Secretary of the State, dated January 3, 1862. It contains information about the state of the State and the country's foreign relations.

7. The seventh part of the document is a report from the Secretary of the Education, dated January 3, 1862. It contains information about the state of the Education and the country's educational system.

8. The eighth part of the document is a report from the Secretary of the Agriculture, dated January 3, 1862. It contains information about the state of the Agriculture and the country's agricultural production.

9. The ninth part of the document is a report from the Secretary of the Commerce, dated January 3, 1862. It contains information about the state of the Commerce and the country's trade relations.



**COMPREHENSIVE WATER IMPROVEMENTS PHASE II
PALMERS CROSSING AND IRENE CHAPEL
CITY OF HATTIESBURG**

SUPPLEMENTAL AGREEMENT NO. 1

CITY OF HATTIESBURG, MISSISSIPPI

WHEREAS, We, C. B. Developers, Inc., Contractor and Arch Insurance Company, Surety entered into a contract with the City of Hattiesburg on the 19th Day of September, 2017, for the Comprehensive Water Improvements Phase II – Palmers Crossing and Irene Chapel.

WHEREAS: It is proposed that the following item be added to the contract documents to provide continuous water flow and prevent a disruption of service in the Old Airport Road.

CO1-1	Old Airport Inserta Valve	EA	1	\$12,989.25	\$ 12,989.25
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WHEREAS: It is proposed that the following item be added to the contract documents to eliminate trenching across a church parking lot.

CO1-2	10" HDPE Bore	LF	200	\$ 62.28	\$ 12,456.00
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WHEREAS: It is proposed that the following item be added to the contract documents to bore under Old Airport Road.

CO1-3	8" HDPE Bore	LF	110	\$ 52.43	\$ 5,767.30
-------	--------------	----	-----	----------	-------------

WHEREAS: It is proposed that the following item be added to the contract documents to connect existing water lines with proposed water line improvements while avoiding utility conflicts.

CO1-4	6" HDPE Bore	LF	200	\$ 41.66	\$ 8,332.00
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WHEREAS: It is proposed that the following item be added to the contract documents to connect unknown existing lines across streets without disruption of traffic.

CO1-5	8" DI Bore	LF	80	\$ 49.77	\$ 3,981.60
-------	------------	----	----	----------	-------------

WHEREAS: It is proposed that the following item be added to the contract documents to connect unknown water lines with proposed water line improvements

CO1-6	HWY 49 Elks Lake Rd Tie-In	EA	1	\$ 5,762.05	\$ 5,762.05
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WHEREAS: It is proposed that the following item be added to the contract documents to connect unknown water lines with proposed water line improvements

CO1-7	Central School & HWY 49 Tie-In	EA	1	\$ 1,831.95	\$ 1,831.95
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WHEREAS: It is proposed that the following item be added to the contract documents to repair asphalt pavement for the railroad connection at Barkly and Dixie Pine Roads.

CO1-8	Railroad Asphalt Pavement Repair	TON	83.49	\$ 293.25	\$ 24,483.44
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WHEREAS: It is proposed that the following item be added to the contract documents to address conflicts with existing utilities and time associated with investigation of location of existing water system on Elk's Lake Road and Central School Road.

CO	Utility Conflicts	LS	1	\$17,383.68	\$ 17,383.68
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Total: \$ 92,987.27

WHEREAS: It is proposed that the attached overrun/underrun of quantities quantify the adjustments necessary for completion of the project.

Original Contract Amount:	\$2,054,414.75
Revised per Supplemental Agreement No. 1:	\$92,987.27
Overrun:	\$73,756.70
Final Contract Amount:	\$2,221,158.72

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, We, C. B. Developers, Inc., Contractor and Arch Insurance Company, Surety, hereby agree that said Supplemental Agreement is hereby made a part of the Original Contract to be performed under the specifications thereof, and that the Original Contract is in full force and effect, except insofar as it might be modified by this Supplement Agreement.

DATED, this 7th day of December, 2021

C. B. Developers, Inc.

By: [Signature]

Contractor

Witness: [Signature]

Arch Insurance Company

By: [Signature]

Surety

Brody Eric Buckley/Attorney-in-Fact
Resident MS Agent
Fisher Brown Bottrell Insurance, Inc.

Witness: [Signature]

Wes Price



City of Hattiesburg

By: _____

Owner

Witness: _____

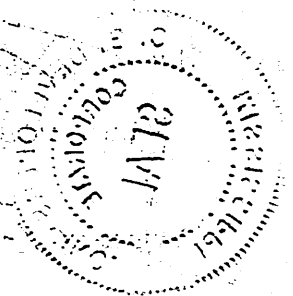
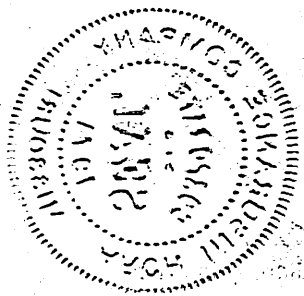
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This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint: **Brody Eric Buckley**

its true and lawful Attorney(s) in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (90,000,000.00). Any and all bonds, undertakings, recognizances and other surety obligations.

Surety Bond Number: SU 1145477
Principal: C.B. Developers, Inc.
Obligee: City of Hattiesburg

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and apply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

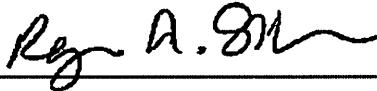
This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 11, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"**VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 11, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 11, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 2nd day of July, 2021

Attested and Certified



Regan A. Shulman, Secretary



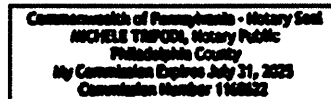
Arch Insurance Company



Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

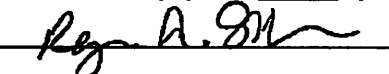



Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated July 2, 2021 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 7th day of December, 2021.



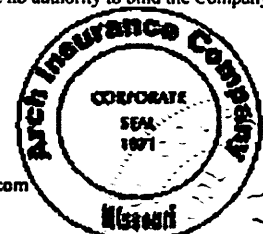
Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102

To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com. Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.



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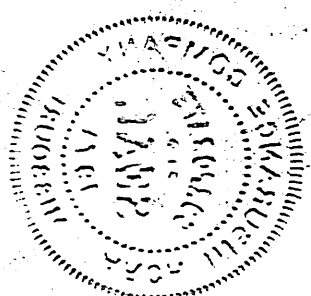
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OVERRUNS UNDERRUNS
 PROJECT: Comprehensive Water Improvements Phase II
 CONTRACTOR: C. B. Developers, Inc.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
	Water Pipe Items								
1	4" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	260	409	149		\$ 25.44	\$ 3,790.56	
Reason: Modified for existing field conditions.									
2	6" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	280	244		36	\$ 23.74		\$ 854.64
Reason: Modified for existing field conditions.									
3	8" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	590	1,845	1,255		\$ 23.72	\$ 29,768.60	
Reason: Extension of line along Elk's Lake Road									
4	12" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	27,000	25,419		1,581	\$ 31.08		\$ 49,137.48
Reason: Modified for existing field conditions.									
5	12" Class 350 Ductile Iron Water Pipe (Bored - No Casing)	LF	1,090	1,027		63	\$ 66.98		\$ 4,219.74
Reason: Modified for existing field conditions.									
6	16" 200 PSI, DR9, HDPE (Open Cut) (Incl. adapter fittings)	LF	780	900	120		\$ 111.27	\$ 13,352.40	
Reason: Modified for existing field conditions.									
7	16" 200 PSI, DR9, HDPE (Direction Bore) (Incl. adapter fittings)	LF	460	1,157	697		\$ 133.85	\$ 93,293.45	
Reason: Additional quantity required to bore under existing natural gas and fiber optic lines on McCall at Dixie Pine and Barkley Road.									
	Casing Items								
8	18" Steel Casing, 0.25" WT (Open Cut)	LF	20	40	20		\$ 112.00	\$ 2,240.00	
Reason: Modified for existing field conditions.									
9	14" Steel Casing, 0.25" WT (Bored)	LF	40	0		40	\$ 94.99		\$ 3,799.60
Reason: Modified for existing field conditions.									
10	18" Steel Casing, 0.25" WT (Bored)	LF	610	690	80		\$ 112.44	\$ 8,995.20	
Reason: Modified for existing field conditions.									

OVERRUNS UNDERRUNS
 PROJECT: Comprehensive Water Improvements Phase II
 CONTRACTOR: C. B. Developers, Inc.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
11	20" Steel Casing, 0.375" WT (Bored - Railroad)	LF	740	820	80		\$ 295.72	\$ 23,657.60	
Reason: Additional quantity required by Railroad Permit.									
	Connection Items								
12	Connection: Proposed 12" to Existing 12" (Straight Connection w/ fittings)	EA	2	3	1		\$ 1,509.99	\$ 1,509.99	
Reason: Modified for existing field conditions.									
13	Connection: Proposed 12" to Existing 12" (Hot Tap w/ Valve Assembly & other fittings)	EA	3	2		1	\$ 6,603.33		\$ 6,603.33
Reason: Modified for existing field conditions.									
14	Connection: Proposed 12" to Proposed 12" (Tee & other fittings)	EA	5	5			\$ 1,741.31		
Reason: No change.									
15	Connection: Proposed 12" to Proposed 12" & 8" (Tee & other fittings)	EA	1	1			\$ 2,191.77		
Reason: No change.									
16	Connection: Proposed 12" to Proposed 8" (Tee & other fittings)	EA	2	2			\$ 1,723.93		
Reason: No change.									
17	Connection: Proposed 12" to Proposed 12" & Existing 8" & 6" (Tees & other fittings)	EA	1	1			\$ 3,061.78		
Reason: No change.									
18	Connection: Proposed 12" to Proposed 12" & Existing 4" (Tee & other fittings)	EA	2	2			\$ 2,263.80		
Reason: No change.									
19	Connection: Proposed 12" to Existing 6" (Tee & other fittings)	EA	10	10			\$ 1,878.23		
Reason: No change.									
20	Connection: Proposed 12" to Existing 6" & 4" (Tees & other fittings)	EA	1	1			\$ 2,813.19		
Reason: No change.									

OVERRUNS UNDERRUNS

PROJECT: Comprehensive Water Improvements Phase II

CONTRACTOR: C. B. Developers, Inc.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
21	Connection: Proposed 12" to Existing 6" & 4" (Cross & other fittings)	EA	1	1			\$ 3,093.80		
Reason: No change.									
22	Connection: Proposed 12" to Existing 4" (Tee & other fittings)	EA	12	12			\$ 2,025.74		
Reason: No change.									
23	Connection: Proposed 8" to Existing 12" (Hot Tap w/ Valve Assembly & other fittings)	EA	1	1			\$ 3,660.35		
Reason: No change.									
24	Connection: Proposed 8" to Existing 6" (Tee & other fittings)	EA	1	1			\$ 1,702.56		
Reason: No change.									
25	Connection: Proposed 8" to Existing 6" & 4" (Tees & other fittings)	EA	1	1			\$ 2,657.87		
Reason: No change.									
	Valve Items								
26	4" Gate Valve	EA	9	12	3		\$ 684.95	\$ 2,054.85	
Reason: Modified for existing field conditions.									
27	6" Gate Valve	EA	14	16	2		\$ 840.19	\$ 1,680.38	
Reason: Modified for existing field conditions.									
28	8" Gate Valve	EA	4	11	7		\$ 1,154.21	\$ 8,079.47	
Reason: Modified for existing field conditions.									
29	12" Gate Valve	EA	66	64		2	\$ 2,036.87		\$ 4,073.74
Reason: Modified for existing field conditions.									
	Fire Protection Items								
30	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	EA	42	46	4		\$ 3,708.92	\$ 14,835.68	
Reason: Additional Fire Hydrants required to provide proper spacing.									

OVERRUNS UNDERRUNS
 PROJECT: Comprehensive Water Improvements Phase II
 CONTRACTOR: C. B. Developers, Inc.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
31	6" Fire Suppression System Connection (Incl. Tee, Valve, Pipe, Disconnection of Existing System, Connection to Existing Fire System, etc.)	EA	1	0		1	\$ 4,146.85		\$ 4,146.85
Reason: Not required.									
	Service Items								
32	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	EA	99	108	9		\$ 445.19	\$ 4,006.71	
Reason: Modified for existing field conditions.									
33	Commercial Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	EA	17	8		9	\$ 1,085.64		\$ 9,770.76
Reason: Modified for existing field conditions.									
34	Service Tubing (Bored) (All Sizes)	LF	1,585	2,884	1,299		\$ 4.13	\$ 5,364.87	
Reason: Modified for existing field conditions.									
35	Residential Meter (Incl: Meter, Meter Box, City Fees, etc)	EA	15	0		15	\$ 550.23		\$ 8,253.45
Reason: Modified for existing field conditions.									
	Removal Items								
36	Removal of Fire Hydrant and Appurtenances	EA	24	10		14	\$ 409.36		\$ 5,731.04
Reason: Modified for existing field conditions.									
37	Abandonment of Exist. Water Lines with flowable Fill	LF	760	1,065	305		\$ 7.75	\$ 2,363.75	
Reason: Modified for existing field conditions.									
38	Remove and Reset Existing Storm Sewer Culverts (All Sizes)	LS	1	1			\$ 4,678.36		
Reason: Modified for existing field conditions.									

OVERRUNS UNDERRUNS
 PROJECT: Comprehensive Water Improvements Phase II
 CONTRACTOR: C. B. Developers, Inc.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
	Miscellaneous Construction Items								
39	Select Fill Material (Class 9, Group C), LVM for Gravel Driveway Repair	CY	35	1,162	1,127		\$ 21.05	\$ 23,723.35	
Reason: Additional fill required for completion of Railroad Permit.									
40	Asphalt Pavement Repair (All Depths)	TON	460	179		281	\$ 181.29		\$ 50,942.49
Reason: Modified for existing field conditions.									
41	Concrete Pavement Repair (All Depths)	SY	338	125		213	\$ 116.96		\$ 24,912.48
Reason: Modified for existing field conditions.									
42	Concrete Curb and Gutter Repair (Match Existing in kind)	LF	25	0		25	\$ 58.48		\$ 1,462.00
Reason: Modified for existing field conditions.									
43	Crushed Aggregate for Road Repair (Size 825)	TON	151	304	153		\$ 58.48	\$ 8,947.44	
Reason: Additional aggregate required for completion of Railroad Permit.									
44	Temporary Erosion Control	LS	1	1			\$ 6,432.75		
Reason: No change.									
45	Grassing	LS	1	1			\$ 4,678.36		
Reason: No change.									
46	Maintenance of Traffic	LS	1	1			\$ 5,847.95		
Reason: No change.									
47	Mobilization	LS	1	1			\$ 5,847.95		
Reason: No change.									

OVERRUNS UNDERRUNS
 PROJECT: Comprehensive Water Improvements Phase II
 CONTRACTOR: C. B. Developers, Inc.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
	Supplemental Agreement No. 1								
COI-1	Old Air Port Inserta Valve	EA	1	1			\$ 12,989.25		
Reason: Supplemental Agreement No. 1									
COI-2	10" HDPE Bore	LF	200	200			\$ 62.28		
Reason: Supplemental Agreement No. 1									
COI-3	8" HDPE Bore	LF	110	110			\$ 52.43		
Reason: Supplemental Agreement No. 1									
COI-4	6" HDPE Bore	LF	200	200			\$ 41.66		
Reason: Supplemental Agreement No. 1									
COI-5	8" DI Bore	LF	80	80			\$ 49.77		
Reason: Supplemental Agreement No. 1									
COI-6	HWY 49 Elks Lake Road Tie-In	EA	1	1			\$ 5,762.05		
Reason: Supplemental Agreement No. 1									
COI-7	Central School & HWY 49 Tie-In	EA	1	1			\$ 1,831.95		
Reason: Supplemental Agreement No. 1									
COI-8	Railroad Asphalt Pavement Repair	TON	83.49	83.49			\$ 293.25		
Reason: Supplemental Agreement No. 1									
CO	Utility Conflicts	LS	1	1			\$ 17,383.68		
Reason: Supplemental Agreement No. 1									

\$ 247,664.30 \$ 173,907.60

PROJECT INCREASE \$ 73,756.70

Original Contract Amount	\$ 2,054,414.75
Supplemental Agreement No. 1	\$ 92,987.27
Overrun	\$ 73,756.70
Final Contract Amount	\$ 2,221,158.72



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, December 21, 2021

Re: Acknowledge receipt of closing documents for the Infrastructure Rehabilitation - Arledge Street & Katie Avenue project and approve Supplemental Agreement No. 1 with C. B. Developers, Inc. to add items and adjust quantities to actual, making the final contract total \$996,280.48; Authorize Mayor to execute Supplemental Agreement No. 1 in triplicate; Authorize final acceptance of the project and issuance of a manual check to C. B. Developers, Inc. in payment of final pay application.
File Number: 2021-1419
Minute Book #

Summary

Acknowledge receipt of closing documents for the Infrastructure Rehabilitation - Arledge Street & Katie Avenue project and approve Supplemental Agreement No. 1 with C. B. Developers, Inc. to add items and adjust quantities to actual, making the final contract total \$996,280.48; Authorize Mayor to execute Supplemental Agreement No. 1 in triplicate; Authorize final acceptance of the project and issuance of a manual check to C. B. Developers, Inc. in payment of final pay application.

Recommendation Statement

I recommend approval of this item.

Please place this on the December 21, 2021 City Council meeting for consideration.



Engineering Progress

December 7, 2021

City of Hattiesburg
PO Box 1898
Hattiesburg MS 39403-1898

Attn: Lamar Rutland, P.E.

**RE: Infrastructure Rehabilitation along Arledge St & Katie Ave
City of Hattiesburg, MS**

Dear Lamar:

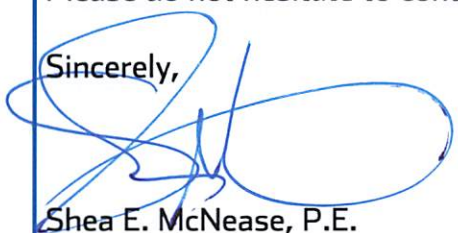
This is to certify the above referenced project has been completed in accordance with the previously approved plans and specifications.

Enclosed are the following documents:

1. The final estimate no. 11 for the contractor in the amount of \$72,786.20
2. Three (3) copies of Supplemental Agreement No. 1 that need the mayor's signature. Please have executed and return two (2) copies to our office.
3. Consent of Surety to final Payment
4. Warranty Letter
5. Substantial Completion Letter

Please do not hesitate to contact me should you have questions or comments.

Sincerely,



Shea E. McNease, P.E.
Project Engineer

/md

enclosures

Contractor's Application for Payment No.

11 FINAL

Application Period: 11/9/2020 - 8/31/2021		Application Date: 12/3/2021	
To (Owner): CITY OF HATTIESBURG, MS	From (Contractor): C. B. Developers, Inc.	Via (Engineer): SHOWS, DEARMAN & WAITS, INC.	
Project: INFRASTRUCTURE REHAB, ARLEDGE & KATIE AVE AREA	Contract:		
Owner's Contract No.: Not Applicable	Contractor's Project No.:	Engineer's Project No.:	

**Application For Payment
Change Order Summary**

Approved Change Orders			
Number	Additions	Deductions	
SA - 1	\$95,176.30	\$134,023.27	
TOTALS	\$95,176.30	\$134,023.27	
NET CHANGE BY CHANGE ORDERS	-\$38,846.97		

1. ORIGINAL CONTRACT PRICE.....	\$	\$1,035,127.45
2. Net change by Change Orders.....	\$	-\$38,846.97
3. Current Contract Price (Line 1 ± 2).....	\$	\$996,280.48
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$	\$996,280.48
5. RETAINAGE:		
a. 5% X \$996,280.48 Work Completed.....	\$	
b. 5% X Stored Material.....	\$	
c. Total Retainage (Line 5.a + Line 5.b).....	\$	
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$996,280.48
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$923,494.28
8. AMOUNT DUE THIS APPLICATION.....	\$	\$72,786.20
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$	

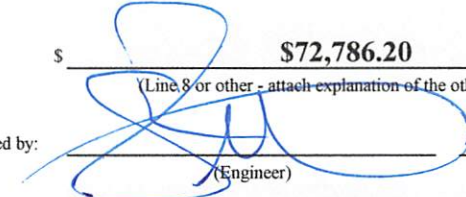
Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:  Date: 12/3/2021

Payment of: \$ **\$72,786.20**
 (Line 8 or other - attach explanation of the other amount)

is recommended by:  (Engineer) 12/7/21 (Date)

Payment of: \$ **\$72,786.20**
 (Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

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

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):						Application Number: 11 FINAL					
Application Period: 11/9/2020 - 8/31/2021						Application Date: 12/3/2021					
A					B	C	D	E	F		
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
	ARLEDGE STREET (ROADWAY)										
1	CLEARING AND GRUBBING	1.00	LS	\$622.20	\$622.20	1	\$622.20		\$622.20	100.0%	
2	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	43.56	SY	\$3.11	\$135.47	43.56	\$135.47		\$135.47	100.0%	
3	REMOVAL OF CURB &/ OR CURB & GUTTER, ALL TYPES	560.00	LF	\$3.11	\$1,741.60	560	\$1,741.60		\$1,741.60	100.0%	
4	REMOVAL OF UTILITIES	1.00	LS	\$12,444.00	\$12,444.00	1	\$12,444.00		\$12,444.00	100.0%	
5	EXCESS EXCAVATION, LVM, AH		CY	\$14.93							
6	SAND BAGS		EA	\$18.67							
7	WATTLED, 20"		LF	\$9.01							
8	GRANULAR MATERIAL (LVM) (CLASS 9, GROUP B)	493.00	CY	\$9.96	\$4,910.28	493	\$4,910.28		\$4,910.28	100.0%	
9	9.5 MM, MT, ASPHALT PAVEMENT	304.03	TON	\$205.33	\$62,426.48	304.03	\$62,426.48		\$62,426.48	100.0%	
10	19 MM, MT, ASPHALT PAVEMENT		TON	\$205.33							
11	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS		SY	\$14.93							
12	CONCRETE DRIVEWAY, WITHOUT REINFORCEMENT, 6" TH	326.00	SY	\$78.40	\$25,558.40	326	\$25,558.40		\$25,558.40	100.0%	
13	COMBINATION CONCRETE CURB & GUTTER, PER PLANS	980.00	LF	\$26.13	\$25,607.40	980	\$25,607.40		\$25,607.40	100.0%	
14	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT	246.25	SY	\$53.51	\$13,176.84	246.25	\$13,176.84		\$13,176.84	100.0%	
15	CLASS "B" STRUCTURAL CONCRETE - MINOR STRUCTURES	34.20	CY	\$2,001.00	\$68,434.20	34.2	\$68,434.20		\$68,434.20	100.0%	
16	REINFORCING STEEL	3,253.20	LBS	\$1.80	\$5,855.76	3253.2	\$5,855.76		\$5,855.76	100.0%	
17	18" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE	310.00	LF	\$37.18	\$11,525.80	310	\$11,525.80		\$11,525.80	100.0%	
18	24" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE	250.00	LF	\$53.15	\$13,287.50	250	\$13,287.50		\$13,287.50	100.0%	
19	8" CORRUGATED POLYETHYLENE PIPE	20.00	LF	\$36.55	\$731.00	20	\$731.00		\$731.00	100.0%	
20	10" CORRUGATED POLYETHYLENE PIPE	20.00	LF	\$39.30	\$786.00	20	\$786.00		\$786.00	100.0%	
21	12" CORRUGATED POLYETHYLENE PIPE	20.00	LF	\$41.92	\$838.40	20	\$838.40		\$838.40	100.0%	
22	CASTINGS	553.00	LBS	\$7.35	\$4,064.55	553	\$4,064.55		\$4,064.55	100.0%	
23	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW		LF	\$1.24							
24	THERMOPLASTIC DETAIL STRIPE, WHITE		LF	\$2.49							
	Totals				\$252,145.88		\$252,145.88		\$252,145.88		

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):							Application Number: 11 FINAL				
Application Period: 11/9/2020 - 8/31/2021							Application Date: 12/3/2021				
A					B	C	D	E	F		
Item		Contract Information			Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)	
Bid Item No.	Description	Item Quantity	Units	Unit Price							Total Value of Item (\$)
	SUBTOTAL FROM PREVIOUS PAGE				\$252,145.88		\$252,145.88		\$252,145.88		
25	THERMOPLASTIC LEGEND, WHITE		LF	\$2.49							
26	DETECTABLE WARNING, PER PLANS		SF	\$68.44							
27	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.125" TH		SF	\$24.27							
28	STEEL U-SECTION POSTS, 2.0 LBS/FT		LF	\$9.96							
29	MAINTENANCE OF TRAFFIC	1.00	LS	\$10,577.40	\$10,577.40	1	\$10,577.40		\$10,577.40	100.0%	
30	MOBILIZATION	1.00	LS	\$31,110.00	\$31,110.00	1	\$31,110.00		\$31,110.00	100.0%	
	KATIE AVENUE (ROADWAY)										
1	CLEARING AND GRUBBING	1.00	LS	\$622.20	\$622.20	1	\$622.20		\$622.20	100.0%	
2	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	1,108.19	SY	\$3.11	\$3,446.47	1108.19	\$3,446.47		\$3,446.47	100.0%	
3	REMOVAL OF CONCRETE PAVEMENT, ALL DEPTHS	574.95	SY	\$3.11	\$1,788.09	574.95	\$1,788.09		\$1,788.09	100.0%	
4	REMOVAL OF CONCRETE WALKS, ALL DEPTHS	217.00	SY	\$3.11	\$674.87	217	\$674.87		\$674.87	100.0%	
5	REMOVAL OF CURB &/ OR CURB & GUTTER, ALL TYPES	440.00	LF	\$3.11	\$1,368.40	440	\$1,368.40		\$1,368.40	100.0%	
6	REMOVAL OF UTILITIES	1.00	LS	\$12,444.00	\$12,444.00	1	\$12,444.00		\$12,444.00	100.0%	
7	REMOVAL OF INLET AND JUNCTION BOX, ALL TYPES & SIZES		EA	\$186.66							
8	REMOVE AND RESET SIGNS, ALL SIZES		EA	\$12.44							
9	EXCESS EXCAVATION, LVM, AH		CY	\$3.73							
10	SAND BAGS		EA	\$18.67							
11	WATTLES, 20"		LF	\$10.86							
12	GRANULAR MATERIAL (LVM)(CLASS 9, GROUP B)		CY	\$9.96							
13	9.5 MM, MT, ASPHALT PAVEMENT		TON	\$205.33							
14	19 MM, MT, ASPHALT PAVEMENT		TON	\$205.33							
15	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS		SY	\$14.93							
16	CONCRETE DRIVEWAY, WITHOUT REINFORCEMENT, 6" TH		SY	\$78.40							
17	CONCRETE DRIVEWAY, WITHOUT REINFORCEMENT, 6" TH		SY	\$112.00							
18	COMBINATION CONCRETE CURB & GUTTER, PER PLANS		LF	\$26.13							
	Totals				\$314,177.31		\$314,177.31		\$314,177.31		

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):							Application Number: 11 FINAL				
Application Period: 11/9/2020 - 8/31/2021							Application Date: 12/3/2021				
A						B	C	D	E	F	
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
	SUBTOTAL FROM PREVIOUS PAGE			-	\$314,177.31		\$314,177.31		\$314,177.31		
19	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, BRO		SY	\$53.51							
20	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, STAM		SY	\$112.00							
21	CLASS "B" STRUCTURAL CONCRETE - MINOR STRUCTURE	44.48	CY	\$2,001.00	\$89,004.48	44.48	\$89,004.48		\$89,004.48	100.0%	
22	REINFORCING STEEL	3,568.00	LBS	\$1.80	\$6,422.40	3568	\$6,422.40		\$6,422.40	100.0%	
23	15" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE	24.00	LF	\$37.15	\$891.60	24	\$891.60		\$891.60	100.0%	
24	18" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE	193.00	LF	\$37.18	\$7,175.74	193	\$7,175.74		\$7,175.74	100.0%	
25	24" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE	16.00	LF	\$53.15	\$850.40	16	\$850.40		\$850.40	100.0%	
26	30" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE	203.00	LF	\$84.35	\$17,123.05	203	\$17,123.05		\$17,123.05	100.0%	
27	44" X 27" REINFORCED CONCRETE ARCH PIPE, CLASS A3, F	102.00	LF	\$126.92	\$12,945.84	102	\$12,945.84		\$12,945.84	100.0%	
28	51" X 31" REINFORCED CONCRETE ARCH PIPE, CLASS A3, F	240.00	LF	\$156.67	\$37,600.80	240	\$37,600.80		\$37,600.80	100.0%	
29	51" X 31" REINFORCED CONCRETE ARCH PIPE END SECTIO	1.00	EA	\$1,891.49	\$1,891.49	1	\$1,891.49		\$1,891.49	100.0%	
30	CASTINGS	395.00	LBS	\$2.38	\$940.10	395	\$940.10		\$940.10	100.0%	
31	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLO		LF	\$1.24							
32	THERMOPLASTIC DETAIL STRIPE, WHITE		LF	\$2.49							
33	THERMOPLASTIC LEGEND, WHITE		LF	\$2.49							
34	THERMOPLASTIC LEGEND, WHITE		SF	\$7.47							
35	DETECTABLE WARNING, PER PLANS		SF	\$68.44							
36	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.125" TH		SF	\$24.27							
37	STEEL U-SECTION POSTS, 2.0 LBS/FT		LF	\$9.96							
38	MAINTENANCE OF TRAFFIC	1.00	LS	\$10,577.40	\$10,577.40	1	\$10,577.40		\$10,577.40	100.0%	
39	MOBILIZATION	1.00	LS	\$31,110.00	\$31,110.00	1	\$31,110.00		\$31,110.00	100.0%	
	TRAFFIC SIGNAL RELOCATION										
1	RELOCATION OF EXISTING TRAFFIC SIGNAL CONTROLLER	1.00	LS	\$43,460.68	\$43,460.68	1	\$43,460.68		\$43,460.68	100.0%	
2	REMOVAL OF EXISTING TRAFFIC CONTROLLER BASE	1.00	EA	\$1,866.60	\$1,866.60	1	\$1,866.60		\$1,866.60	100.0%	
3	MAINTENANCE OF TRAFFIC	1.00	LS	\$3,111.00	\$3,111.00	1	\$3,111.00		\$3,111.00	100.0%	
	Totals				\$579,148.89		\$579,148.89		\$579,148.89		

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):							Application Number: 11 FINAL				
Application Period: 11/9/2020 - 8/31/2021							Application Date: 12/3/2021				
A					B	C	D	E	F		
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
	SUBTOTAL FROM PREVIOUS PAGE				\$579,148.89		\$579,148.89		\$579,148.89		
4	MOBILIZATION	1.00	LS	\$8,088.60	\$8,088.60	1	\$8,088.60		\$8,088.60	100.0%	
	ARLEDGE STREET (WATER)										
1	12" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)	722.00	LF	\$45.53	\$32,872.66	722	\$32,872.66		\$32,872.66	100.0%	
2	8" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)	40.00	LF	\$37.29	\$1,491.60	40	\$1,491.60		\$1,491.60	100.0%	
3	6" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)	145.00	LF	\$33.60	\$4,872.00	145	\$4,872.00		\$4,872.00	100.0%	
4	4" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)		LF	\$32.21							
5	3" SCH. 80 PVC (OPEN CUT)	75.00	LF	\$14.85	\$1,113.75	75	\$1,113.75		\$1,113.75	100.0%	
6	2" SCH. 80 PVC (OPEN CUT)	33.00	LF	\$13.64	\$450.12	33	\$450.12		\$450.12	100.0%	
7	1-1/2" SCH. 80 PVC (OPEN CUT)		LF	\$13.36							
8	20" STEEL CASING (BORED)	60.00	LF	\$170.73	\$10,243.80	60	\$10,243.80		\$10,243.80	100.0%	
9	16" DR-11 HDPE (OPEN CUT)	80.00	LF	\$198.01	\$15,840.80	80	\$15,840.80		\$15,840.80	100.0%	
10	TRACER WIRE SYSTEM	1,095.00	LF	\$3.77	\$4,128.15	1095	\$4,128.15		\$4,128.15	100.0%	
11	8" GATE VALVE	1.00	EA	\$1,515.62	\$1,515.62	1	\$1,515.62		\$1,515.62	100.0%	
12	6" GATE VALVE	1.00	EA	\$1,168.44	\$1,168.44	1	\$1,168.44		\$1,168.44	100.0%	
13	CONNECTION: PROPOSED 12" TO EXISTING 20" (HOT TAP w/ VALVE)	0.30	EA	\$9,217.06	\$2,765.12	0.3	\$2,765.12		\$2,765.12	100.0%	
14	CONNECTION: PROPOSED 12" TO PROPOSED 12" (TEE)	1.00	EA	\$7,689.95	\$7,689.95	1	\$7,689.95		\$7,689.95	100.0%	
15	CONNECTION: PROPOSED 12" TO PROPOSED 8" (TEE & REDUCED ORIFICE)	1.00	EA	\$5,083.13	\$5,083.13	1	\$5,083.13		\$5,083.13	100.0%	
16	CONNECTION: PROPOSED 8" TO PROPOSED 6" (TEE & REDUCED ORIFICE)	1.00	EA	\$2,922.16	\$2,922.16	1	\$2,922.16		\$2,922.16	100.0%	
17	CONNECTION: PROPOSED 6" TO PROPOSED 4" (TEE)		EA	\$2,525.36							
18	3-WAY FIRE HYDRANT WITH APPURTENANCES (INCL. TEE & VALVE)	2.00	EA	\$5,587.12	\$11,174.24	2	\$11,174.24		\$11,174.24	100.0%	
19	6" FIRE SUPPRESSION CONNECTION	3.00	EA	\$4,895.89	\$14,687.67	3	\$14,687.67		\$14,687.67	100.0%	
20	3" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TEE & VALVE)	4.00	EA	\$3,941.36	\$15,765.44	4	\$15,765.44		\$15,765.44	100.0%	
21	2" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TEE & VALVE)	1.00	EA	\$2,708.84	\$2,708.84	1	\$2,708.84		\$2,708.84	100.0%	
22	1-1/2" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TEE & VALVE)		EA	\$1,946.62							
	KATIE AVENUE (WATER)										
	Totals				\$723,730.98		\$723,730.98		\$723,730.98		

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):						Application Number: 11 FINAL					
Application Period: 11/9/2020 - 8/31/2021						Application Date: 12/3/2021					
A					B	C	D	E	F		
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
	SUBTOTAL FROM PREVIOUS PAGE				\$723,730.98		\$723,730.98		\$723,730.98		
1	8" DUCTILE IRON WATER LINE (OPEN CUT)	380.00	LF	\$33.56	\$12,752.80	380	\$12,752.80		\$12,752.80	100.0%	
2	3" SCH. 80 PVC (OPEN CUT)	60.00	LF	\$21.07	\$1,264.20	60	\$1,264.20		\$1,264.20	100.0%	
3	1-1/2" SCH. 80 PVC (OPEN CUT)	60.00	LF	\$19.59	\$1,175.40	60	\$1,175.40		\$1,175.40	100.0%	
4	TRACER WIRE SYSTEM	500.00	LF	\$3.26	\$1,630.00	500	\$1,630.00		\$1,630.00	100.0%	
5	CONNECTION: PROPOSED 8" TO EXISTING 6" (HOT TAP w/	1.00	EA	\$4,568.39	\$4,568.39	1	\$4,568.39		\$4,568.39	100.0%	
6	3-WAY FIRE HYDRANT WITH APPURTENANCES (INCL. TEE	1.00	EA	\$5,440.23	\$5,440.23	1	\$5,440.23		\$5,440.23	100.0%	
7	6" FIRE SUPPRESSION CONNECTION	1.00	EA	\$3,705.81	\$3,705.81	1	\$3,705.81		\$3,705.81	100.0%	
8	3" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. T	1.00	EA	\$3,609.46	\$3,609.46	1	\$3,609.46		\$3,609.46	100.0%	
9	1-1/2" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INC	1.00	EA	\$1,967.23	\$1,967.23	1	\$1,967.23		\$1,967.23	100.0%	
	ARLEDGE (SEWER)										
1	8" PVC SEWER, SDR 26 (6'-8')	266.00	LF	\$29.28	\$7,788.48	266	\$7,788.48		\$7,788.48	100.0%	
2	8" PVC SEWER, SDR 26 (8'-10')	150.00	LF	\$34.26	\$5,139.00	150	\$5,139.00		\$5,139.00	100.0%	
3	6" PVC SEWER, SDR 26 (ALL DEPTHS)	173.25	LF	\$22.08	\$3,825.36	173.25	\$3,825.36		\$3,825.36	100.0%	
4	TRACER WIRE SYSTEM	533.25	LF	\$4.47	\$2,383.63	533.25	\$2,383.63		\$2,383.63	100.0%	
5	48" DIAMETER PRECAST CONCRETE MANHOLE (6'-8')	2.00	EA	\$4,016.80	\$8,033.60	2	\$8,033.60		\$8,033.60	100.0%	
6	60" DIAMETER PRECAST CONCRETE MANHOLE (8'-10')	0.79	EA	\$4,657.75	\$3,679.62	0.79	\$3,679.62		\$3,679.62	100.0%	
7	8" X 8" X 6" SERVICE TEE	5.00	EA	\$508.21	\$2,541.05	5	\$2,541.05		\$2,541.05	100.0%	
8	6" PVC CLEANOUT	5.00	EA	\$652.53	\$3,262.65	5	\$3,262.65		\$3,262.65	100.0%	
9	DEMOLITION AND REMOVAL OF EXISTING MANHOLE	1.00	EA	\$933.30	\$933.30	1	\$933.30		\$933.30	100.0%	
10	ABANDONMENT OF EXISTING MANHOLE	2.00	EA	\$684.42	\$1,368.84	2	\$1,368.84		\$1,368.84	100.0%	
11	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	1,752.00	CY	\$11.82	\$20,708.64	1752	\$20,708.64		\$20,708.64	100.0%	
	KATIE AVE & EDWARDS ST (SEWER)										
1	8" PVC SEWER, SDR 26 (8'-10')	395.00	LF	\$34.26	\$13,532.70	395	\$13,532.70		\$13,532.70	100.0%	
2	8" PVC SEWER, SDR 26 (10'-12')	55.00	LF	\$39.24	\$2,158.20	55	\$2,158.20		\$2,158.20	100.0%	
3	6" PVC SEWER, SDR 26 (ALL DEPTHS)	62.00	LF	\$15.57	\$965.34	62	\$965.34		\$965.34	100.0%	
	Totals				\$836,164.91		\$836,164.91		\$836,164.91		

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):							Application Number: 11 FINAL			
Application Period: 11/9/2020 - 8/31/2021							Application Date: 12/3/2021			
A					B	C	D	E	F	
Item		Contract Information			Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price						
	SUBTOTAL FROM PREVIOUS PAGE				\$836,164.91		\$836,164.91		\$836,164.91	
4	TRACER WIRE SYSTEM	536.00	LF	\$3.89	\$2,085.04	536	\$2,085.04		\$2,085.04	100.0%
5	48" DIAMETER PRECAST CONCRETE MANHOLE (10'-12")	2.00	EA	\$5,298.69	\$10,597.38	2	\$10,597.38		\$10,597.38	100.0%
6	8" X 8" X 6" SERVICE TEE	2.00	EA	\$508.21	\$1,016.42	2	\$1,016.42		\$1,016.42	100.0%
7	6" PVC CLEANOUT	2.00	EA	\$652.53	\$1,305.06	2	\$1,305.06		\$1,305.06	100.0%
8	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	4,224.65	CY	\$11.82	\$49,935.36	4224.65	\$49,935.36		\$49,935.36	100.0%
	SUPPLEMENTAL AGREEMENT NO. 1									
	ARLEDGE STREET (Roadway)									
31	REMOVAL OF CONCRETE ROADWAY, ALL DEPTHS	912.00	SY	\$16.36	\$14,920.32	912	\$14,920.32		\$14,920.32	100.0%
32	REMOVAL OF CONCRETE PAVEMENT ALL DEPTHS	125.00	SY	\$3.11	\$388.75	125	\$388.75		\$388.75	100.0%
33	REMOVAL OF CONCRETE SIDEWALKS, ALL DEPTHS	206.00	SY	\$3.11	\$640.66	206	\$640.66		\$640.66	100.0%
34	SAW CUT OF CONCRETE ROADWAY, ALL DEPTHS	846.00	LF	\$8.50	\$7,191.00	846	\$7,191.00		\$7,191.00	100.0%
35	CRUSHED AGGREGATE (SIZE 610)	1,031.00	TON	\$49.52	\$51,055.12	1031	\$51,055.12		\$51,055.12	100.0%
36	SOLID SODDING	633.00	SY	\$27.10	\$17,154.30	633	\$17,154.30		\$17,154.30	100.0%
	ARLEDGE STREET (WATER)									
37	3/4" SERVICE CONNECTION FOR EXISTING DOMESTIC SERV	5.00	EA	\$765.23	\$3,826.15	5	\$3,826.15		\$3,826.15	100.0%

Monthly Totals

For (Contractor)		Application Number:	11 FINAL
Application Date:	11/9/2020 - 8/31/2021	Application Date:	12/3/2021

ITEM NUMBER	DESCRIPTION	1 Estimated Quantity Installed	2 Estimated Quantity Installed	3 Estimated Quantity Installed	4 Estimated Quantity Installed	5 Estimated Quantity Installed	6 Estimated Quantity Installed	7 Estimated Quantity Installed	8 Estimated Quantity Installed	9 Estimated Quantity Installed	10 Estimated Quantity Installed	11 Estimated Quantity Installed	TOTAL Estimated Quantity Installed
	ARLEDGE STREET (ROADWAY)												
1	CLEARING AND GRUBBING	1											1
2	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	43.56											43.56
3	REMOVAL OF CURB &/ OR CURB & GUTTER, ALL TYPES					560							560
4	REMOVAL OF UTILITIES				1								1
5	EXCESS EXCAVATION, LVM, AH												
6	SAND BAGS												
7	WATTLED, 20"												
8	GRANULAR MATERIAL (LVM) (CLASS 9, GROUP B)										493		493
9	9.5 MM, MT, ASPHALT PAVEMENT										304.03		304.03
10	19 MM, MT, ASPHALT PAVEMENT												
11	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS												
12	CONCRETE DRIVEWAY, WITHOUT REINFORCEMENT, 6" THICK, BROOM FINISH										303	23	326
13	COMBINATION CONCRETE CURB & GUTTER, PER PLANS									130	850		980
14	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT									12	234.25		246.25
15	CLASS "B" STRUCTURAL CONCRETE - MINOR STRUCTURES					9.12	5.98		7	12.1			34.2
16	REINFORCING STEEL					1084	526.2			1089	554		3253.2
17	18" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE GASKETS					235	75						310
18	24" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE GASKETS					250							250
19	8" CORRUGATED POLYETHYLENE PIPE					20							20
20	10" CORRUGATED POLYETHYLENE PIPE						20						20
21	12" CORRUGATED POLYETHYLENE PIPE						20						20
22	CASTINGS									553			553
23	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW												
24	THERMOPLASTIC DETAIL STRIPE, WHITE												

Monthly Totals

For (Contract		Application Number:	11 FINAL
Application 1	11/9/2020 - 8/31/2021	Application Date:	12/3/2021

ITEM NUMBER	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	11	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
25	THERMOPLASTIC LEGEND, WHITE												
26	DETECTABLE WARNING, PER PLANS												
27	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.125" THICKNESS												
28	STEEL U-SECTION POSTS, 2.0 LBS/FT												
29	MAINTENANCE OF TRAFFIC	0.25	0.1	0.1		0.55							1
30	MOBILIZATION	0.4	0.1	0.1		0.4							1
	KATIE AVENUE (ROADWAY)												
1	CLEARING AND GRUBBING	1											1
2	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	350	736.86	21.33									1108.19
3	REMOVAL OF CONCRETE PAVEMENT, ALL DEPTHS	71.34	249.72	253.89									574.95
4	REMOVAL OF CONCRETE WALKS, ALL DEPTHS										217		217
5	REMOVAL OF CURB &/ OR CURB & GUTTER, ALL TYPES		11								429		440
6	REMOVAL OF UTILITIES				1								1
7	REMOVAL OF INLET AND JUNCTION BOX, ALL TYPES & SIZES												
8	REMOVE AND RESET SIGNS, ALL SIZES												
9	EXCESS EXCAVATION, LVM, AH												
10	SAND BAGS												
11	WATTLES, 20"												
12	GRANULAR MATERIAL (LVM)(CLASS 9, GROUP B)												
13	9.5 MM. MT. ASPHALT PAVEMENT												
14	19 MM. MT. ASPHALT PAVEMENT												
15	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS												
16	CONCRETE DRIVEWAY, WITHOUT REINFORCEMENT, 6" THICK, BROOM FINISH												
17	CONCRETE DRIVEWAY, WITHOUT REINFORCEMENT, 6" THICK, STAMPED AND COLORED												
18	COMBINATION CONCRETE CURB & GUTTER, PER PLANS												

Monthly Totals

For (Contract		Application Number:	11 FINAL
Application #	11/9/2020 - 8/31/2021	Application Date:	12/3/2021

EM NUMBER	DESCRIPTION	1 Estimated Quantity Installed	2 Estimated Quantity Installed	3 Estimated Quantity Installed	4 Estimated Quantity Installed	5 Estimated Quantity Installed	6 Estimated Quantity Installed	7 Estimated Quantity Installed	8 Estimated Quantity Installed	9 Estimated Quantity Installed	10 Estimated Quantity Installed	11 Estimated Quantity Installed	TOTAL Estimated Quantity Installed
19	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, BROOM FINISH												
20	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, STAMPED AND COLORED												
21	CLASS "B" STRUCTURAL CONCRETE - MINOR STRUCTURES		14.18	9.3					12	3.25	5.75		44.48
22	REINFORCING STEEL		1203	790						292.5		1282.5	3568
23	15" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE GASKETS		8	16									24
24	18" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE GASKETS			193									193
25	24" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE GASKETS			16									16
26	30" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE GASKETS			203									203
27	44" X 27" REINFORCED CONCRETE ARCH PIPE, CLASS A3, FLEXIBLE P		70	32									102
28	51" X 31" REINFORCED CONCRETE ARCH PIPE, CLASS A3, FLEXIBLE P		240										240
29	51" X 31" REINFORCED CONCRETE ARCH PIPE END SECTION		1										1
30	CASTINGS									395			395
31	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW												
32	THERMOPLASTIC DETAIL STRIPE, WHITE												
33	THERMOPLASTIC LEGEND, WHITE												
34	THERMOPLASTIC LEGEND, WHITE												
35	DETECTABLE WARNING, PER PLANS												
36	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.125" THICKNESS												
37	STEEL U-SECTION POSTS, 2.0 LBS/FT												
38	MAINTENANCE OF TRAFFIC	0.25	0.1	0.1		0.55							1
39	MOBILIZATION	0.4	0.1	0.1		0.4							1
TRAFFIC SIGNAL RELOCATION													
1	RELOCATION OF EXISTING TRAFFIC SIGNAL CONTROLLER, PER PLANS				1								1
2	REMOVAL OF EXISTING TRAFFIC CONTROLLER BASE				1								1
3	MAINTENANCE OF TRAFFIC				1								1

Monthly Totals

For (Contract	Application Number: 11 FINAL	Application Date: 12/3/2021
	Application Date: 11/9/2020 - 8/31/2021	

ITEM NUMBER	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	11	TOTAL
4	MOBILIZATION				1								1
	ARLEDGE STREET (WATER)												
1	12" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)					200	442	80					722
2	8" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)					40							40
3	6" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)					120	25						145
4	4" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)												
5	3" SCH. 80 PVC (OPEN CUT)						75						75
6	2" SCH. 80 PVC (OPEN CUT)						33						33
7	1-1/2" SCH. 80 PVC (OPEN CUT)					60	-60						60
8	20" STEEL CASING (BORED)												
9	16" DR-11 HDPE (OPEN CUT)					80							80
10	TRACER WIRE SYSTEM					500	515	80					1095
11	8" GATE VALVE										1		1
12	6" GATE VALVE										1		1
13	CONNECTION: PROPOSED 12" TO EXISTING 20" (HOT TAP w/ 12" VALVE)										0.3		0.3
14	CONNECTION: PROPOSED 12" TO PROPOSED 12" (TEE)							1					1
15	CONNECTION: PROPOSED 12" TO PROPOSED 8" (TEE & REDUCER)							1					1
16	CONNECTION: PROPOSED 8" TO PROPOSED 6" (TEE & REDUCERS)							1					1
17	CONNECTION: PROPOSED 6" TO PROPOSED 4" (TEE)												
18	3-WAY FIRE HYDRANT WITH APPURTENANCES (INCL. TEE, VALVE, HYDRANT, BRASS TAG, PIPE & OTHER FITTINGS)							2					2
19	6" FIRE SUPPRESSION CONNECTION							3					3
20	3" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TAP, VALVE, CURB STOP, FITTINGS, VALVE BOX, METER)							2					4
21	2" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TAP, VALVE, CURB STOP, FITTINGS, VALVE BOX, METER, METER BOX)							1					1
22	1-1/2" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TAP, VALVE, CURB STOP, FITTINGS, VALVE BOX, METER)							1	-1				
	KATIE AVENUE (WATER)												

Application #	11/9/2020 - 8/31/2021	Application Date:	12/3/2021
For (Contract		Application Number:	11 FINAL

EJCDC® C-620 Contractor's Application for Payment
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Page 12 of 13

For (Contract		Application Number:	11 FINAL
Application	11/9/2020 - 8/31/2021	Application Date:	12/3/2021

EJDC® C-620 Contractor's Application for Payment
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C. B. Developers, Inc.

1716 Evelyn Gandy Pkwy
Hattiesburg, MS 39401

Ph. 601-582-1600
Fax 601-583-0005

06/12/2020

Shea McNease
Shows, Dearman & Waits, Inc
301 Second Avenue
Hattiesburg, MS 39401

Re: Infrastructure Rehabilitation along Arledge Street – Katie Avenue
City of Hattiesburg, MS

Gentlemen:

We would like to request substantial completion on the above project starting on the 12th day of June 2020. The project is able to be used for its intended use.

Respectfully,

A handwritten signature in blue ink, appearing to be 'Mack Lister', written in a cursive style.

Mack Lister – Project Manager
C.B. Developers, Inc.

C. B. Developers, Inc.

1716 Evelyn Gandy Pkwy
Hattiesburg, MS 39401

Ph. 601-582-1600
Fax 601-583-0005

July 27, 2020

Shea McNease
Shows, Dearman & Waits, Inc
301 Second Avenue
Hattiesburg, MS 39401

Re: Infrastructure Rehabilitation along Arledge Street – Katie Avenue
City of Hattiesburg, MS

Gentlemen:

Pursuant to ARTICLE 25- WARRANTY AND GUARANTEE, etc., in General Conditions, C.B. Developers, Inc. herewith invokes a One Year Warranty on the above referenced project beginning July 27, 2020 and ending July 27, 2021. This warranty includes all materials and work performed on the above referenced project.

Respectfully,



Mack Lister – Project Manager
C.B. Developers, Inc.

**CONSENT OF SURETY
TO FINAL PAYMENT**

AIA Document G707

Bond No. SU 1152317

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☒
OTHER	☐

TO OWNER:
(Name and address)

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

PROJECT:
(Name and address)

Infrastructure Rehabilitation, Arledge Street & Katie Avenue Area

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: Same as Below

CONTRACT DATED:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Arch Insurance Company
Harborside 3, 210 Hudson Street Suite 300
Jersey City, NJ 07311-1107

on bond of
(Insert name and address of Contractor)

C.B. Developers, Inc.
1716 Evelyn Gandy Parkway, Suite 40
Hattiesburg, MS 39401

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of
any of its obligations to
(Insert name and address of Owner)

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

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: December 3, 2021
(Insert in writing the month followed by the numeric date and year.)

Attest:
(Seal): Wes Price

Arch Insurance Company

(Surety)

By: Brody Eric Buckley

(Signature of authorized representative)

Brody Eric Buckley

(Printed name and title)

Attorney-in-Fact

Resident MS Agent/Fisher Brown Bottrell Insurance, Inc.



1. *Chlorophyll a* and *Chlorophyll b* were determined by the method of Lichtenthaler and Whistler (1973).

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint: **Brody Eric Buckley**

its true and lawful Attorney(s) in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (90,000,000.00). Any and all bonds, undertakings, recognizances and other surety obligations.

Surety Bond Number: SU 1152317
Principal: C.B. Developers, Inc.
Obligee: City of Hattiesburg

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

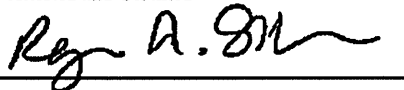
This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 11, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 11, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 11, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 2nd day of July, 2021

Attested and Certified



Regan A. Shulman, Secretary



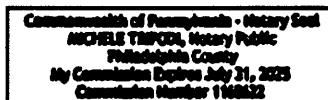
Arch Insurance Company



Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

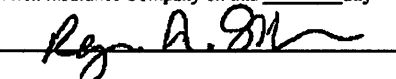



Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated July 2, 2021 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 3rd day of December, 2021.



Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102

To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com. Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.



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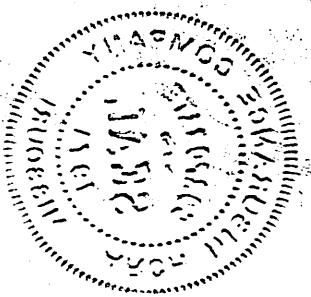
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**INFRASTRUCTURE REHABILITATION ARLEDGE STREET
& KATIE AVENUE
CITY OF HATTIESBURG**

SUPPLEMENTAL AGREEMENT NO. 1

CITY OF HATTIESBURG

WHEREAS, We, C.B. Developers, Inc., Contractor and Arch Insurance Company, Surety entered into a contract with the City of Hattiesburg, Owner on the 21st Day of August 2018 for Infrastructure Rehabilitation Arledge Street & Katie Avenue Area

WHEREAS: The Contractor, Surety and Owner agree that certain construction methods should be modified to increase ease of construction, remove and repair unforeseen items and site conditions and remove conflict with other ongoing construction.

WHEREAS: The aforementioned modification would cause the following addition to the original pay item quantities contained in the contract documents:

Arledge Street (Roadway)

Item 31	Removal of Concrete Roadway, All Depths	S.Y.	912	\$16.36	\$14,920.00
Item 32	Removal of Concrete Pavement, All Depths	S.Y.	125	\$3.11	\$ 388.75
Item 33	Removal of Concrete Sidewalks, All Depths	S.Y.	206	\$3.11	\$ 640.66
Item 34	Saw Cut of Concrete Roadway, All Depths	L.F.	846	\$8.50	\$ 7,191.00
Item 35	Crushed Aggregate (Size 610)	Ton	1031	\$49.52	\$ 51,055.12
Item 36	Solid Sodding	S.Y.	633	\$27.10	\$ 17,154.30

WHEREAS: During the construction of the project an existing 6" water main was found to be in disrepair and leaking.

WHEREAS: The aforementioned 6" water main required the Contractor to implement a solution to connect the existing services from said 6" water main to a newly installed 12" water main. The following pay items are hereby added to the contract documents:

Arledge Street (Water)

Item 31	3/4" Service Connection for Existing Domestic Service (including Tap, Valve, Curb Stop, Fittings...etc.)	Each	5	\$765.23	\$ 3,826.15
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WHEREAS: The attached Overrun/Underrun statement is included as a part of this change as a result of minor items during construction.

Subtotal Supplemental Agreement No. 1 - \$ 95,176.30

Project Decrease From Overrun/Underrun- \$ (134,023.27)

Original Contract Amount - \$ 1,035,127.45

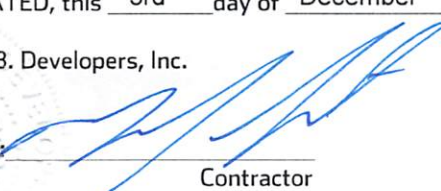
Final Contract Amount - \$ 996,280.48

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, We, C.B. Developers, Inc., Contractor and Arch Insurance Company, Surety, hereby agree that said Supplemental Agreement is hereby made a part of the Original Contract to be performed under the specifications thereof, and that the Original Contract is in full force and effect, except insofar as it might be modified by this Supplement Agreement.

DATED, this 3rd day of December, 2021

C.B. Developers, Inc.

By: 

Contractor

Witness: 

Arch Insurance Company

By: 

Brody Eric Buckley/Attorney-in-Fact Surety
Resident MS Agent/Fisher Brown Bottrell Insurance, Inc.

Witness: 

Wes Price/Witness

City of Hattiesburg

By: _____
Owner

Witness: _____



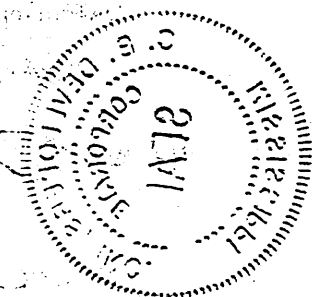
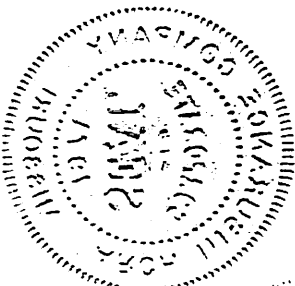
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This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint: **Brody Eric Buckley**

its true and lawful Attorney(s) in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (90,000,000.00). Any and all bonds, undertakings, recognizances and other surety obligations.

Surety Bond Number: SU 1152317
Principal: C.B. Developers, Inc.
Obligee: City of Hattiesburg

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

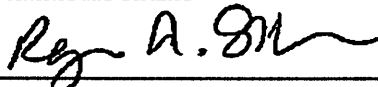
This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 11, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 11, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 11, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 2nd day of July, 2021

Attested and Certified



Regan A. Shulman, Secretary



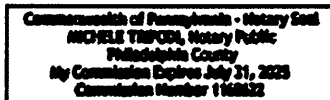
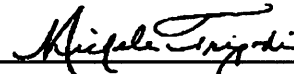
Arch Insurance Company



Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

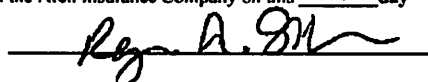



Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated July 2, 2021 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 3rd day of December, 2021.

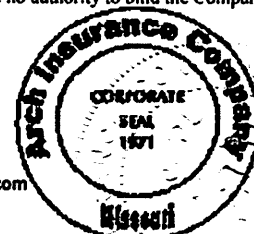


Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com. Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

1. The first part of the report deals with the general situation of the country and the progress of the work during the year.

2. The second part of the report deals with the results of the work during the year and the progress of the work during the year.

3. The third part of the report deals with the results of the work during the year and the progress of the work during the year.

4. The fourth part of the report deals with the results of the work during the year and the progress of the work during the year.

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13. The thirteenth part of the report deals with the results of the work during the year and the progress of the work during the year.

14. The fourteenth part of the report deals with the results of the work during the year and the progress of the work during the year.

15. The fifteenth part of the report deals with the results of the work during the year and the progress of the work during the year.



OVERRUNS UNDERRUNS
 PROJECT: Infrastructure Rehabilitation along Arledge St Katie Ave
 CONTRACTOR: C. B. Developers, Inc.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
	Arledge Street Roadway								
1	Clearing and Grubbing	LS	1	1			\$622.20		
Reason: No Change									
2	Removal of Asphalt Pavement, All Depths	SY	685	43.56		641.44	\$3.11		\$ 1,994.88
Reason: Initial removal revealed underlying concrete roadway. Item was not used and Removal of Concrete Roadway was used instead.									
3	Removal of Curb &/OR Curb and Gutter, All Types	LF	707	560		147	\$3.11		\$ 457.17
Reason:									
4	Removal of Utilities	LS	1	1			\$12,444.00		
Reason: No Change									
5	Excess Excavation, LVM, AH	CY	65	0		65	\$14.93		\$ 970.45
Reason: Site conditions did not require item.									
6	Sand Bags	EA	150	0		150	\$18.67		\$ 2,800.50
Reason: Site conditions did not require item.									
7	Wattles, 20"	LF	150	0		150	\$9.01		\$ 1,351.50
Reason: Site conditions did not require item.									
8	Granular Material (LVM) (Class 9, Group B)	CY	98	493	395		\$9.96	\$ 3,934.20	
Reason: Roadway was reconstructed due to discovery of concrete roadway and poor soil.									
9	9.5 mm, MT, Asphalt Pavement	Ton	197	304.03	107.03		\$205.33	\$ 21,976.47	
Reason: Roadway was reconstructed due to discovery of concrete roadway and poor soil. Material was used in place of 19 mm, MT, Asphalt Pavement on roadway.									
10	19 mm, MT, Asphalt Pavement	Ton	81	0		81	\$205.33		\$ 16,631.73
Reason: 9.5 mm, MT, Asphalt Pavement was used in place of this material.									

OVERRUNS UNDERRUNS

PROJECT: Infrastructure Rehabilitation along Arledge St Katie Ave

CONTRACTOR: C. B. Developers, Inc.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
11	Cold Milling of Bituminous Pavement, All Depths	SY	1,479	0		1,479	\$14.93		\$ 22,081.47
Reason: Item was not used and Removal of Concrete Roadway was used instead.									
12	Concrete Driveway, Without Reinforcement, 6" Thick, Broom Finish	SY	178	326	148		\$78.40	\$ 11,603.20	
Reason: Roadway was reconstructed due to discovery of concrete roadway and poor soil. This required driveway construction on all areas of Arledge Street.									
13	Combination Concrete Curb and Gutter, Per Plans	LF	520	980	460		\$26.13	\$ 12,019.80	
Reason: Roadway was reconstructed due to discovery of concrete roadway and poor soil. This required additional curb on Arledge Street section.									
14	Concrete Sidewalk, Without Reinforcement	SY	386	246.25		139.75	\$53.51		\$ 7,478.02
Reason: Less sidewalk required due to construction of the Hattiesburg Public Safety Building.									
15	Class "B" Structural Concrete - Minor Structures	CY	26	34.2	8.2		\$2,001.00	\$ 16,408.20	
Reason: Roadway was reconstructed due to discovery of concrete roadway and poor soil. This required additional Minor Structures on Arledge Street section.									
16	Reinforcing Steel	LBS	2,370	3,253.2	883.2		\$1.80	\$ 1,589.76	
Reason: Roadway was reconstructed due to discovery of concrete roadway and poor soil. This required additional Minor Structures on Arledge Street section.									
17	18" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	312	310		2	\$37.18		\$ 74.36
Reason: Minor Change									
18	24" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	226	250	24		\$53.15	\$ 1,275.60	
Reason: Additional length due to reconstruction of roadway.									
19	8" Corrugated Polyethylene Pipe	LF	12	20	8		\$36.55	\$ 292.40	
Reason: Additional length needed to avoid conflict.									
20	10" Corrugated Polyethylene Pipe	LF	12	20	8		\$39.30	\$ 314.40	
Reason: Additional length needed to avoid conflict.									

OVERRUNS UNDERRUNS

PROJECT: Infrastructure Rehabilitation along Arledge St Katie Ave

CONTRACTOR: C. B. Developers, Inc.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
21	12" Corrugated Polyethylene Pipe	LF	12	20	8		\$41.92	\$ 335.36	
Reason: Additional length needed to avoid conflict.									
22	Castings	LBS	553	553			\$7.35		
Reason: No Change									
23	6" Thermoplastic Traffic Stripe, Continuous Yellow	LF	1,490	0		1,490	\$1.24		\$ 1,847.60
Reason: Material not required due to construction of the Hattiesburg Public Safety Building.									
24	Thermoplastic Detail Stripe, White	LF	312	0		312	\$2.49		\$ 776.88
Reason: Material not required due to construction of the Hattiesburg Public Safety Building.									
25	Thermoplastic Legend, White	LF	142	0		142	\$2.49		\$ 353.58
Reason: Material not required due to construction of the Hattiesburg Public Safety Building.									
26	Detectable Warning, Per Plans	SF	165	0		165	\$68.44		\$ 11,292.60
Reason: Material not required due to construction of the Hattiesburg Public Safety Building.									
27	Standard Roadside Signs, Sheet Aluminum, 0.125" Thickness	SF	10	0		10	\$24.27		\$ 242.70
Reason: Material not required due to construction of the Hattiesburg Public Safety Building.									
28	Steel U-Section Posts, 2.0 Lbs/Ft	LF	52	0		52	\$9.96		\$ 517.92
Reason: Material not required due to construction of the Hattiesburg Public Safety Building.									
29	Maintenance of Traffic	LS	1	1			\$10,577.40		
Reason: No Change									
30	Mobilization	LS	1	1			\$31,110.00		
Reason: No Change									

OVERRUNS UNDERRUNS

PROJECT: Infrastructure Rehabilitation along Arledge St Katie Ave

CONTRACTOR: C. B. Developers, Inc.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
Katie Avenue Roadway									
1	Clearing and Grubbing	LS	1	1			\$622.20		
Reason: No Change									
2	Removal of Asphalt Pavement, All Depths	SY	1,782	1,108.19		673.81	\$3.11		\$ 2,095.55
Reason: Apron appeared to be asphalt but was concrete underneath.									
3	Removal of Concrete Pavement, All Depths	SY	22	574.95	552.95		\$3.11	\$ 1,719.67	
Reason: Apron appeared to be asphalt but was concrete underneath.									
4	Removal of Concrete Walks, All Depths	SY	217	217			\$3.11		
Reason: No Change									
5	Removal of Curb &/OR Curb and Gutter, All Types	LF	440	440			\$3.11		
Reason: No Change									
6	Removal of Utilities	LS	1	1			\$12,444.00		
Reason: No Change									
7	Removal of Inlet and Junction Box, All Types & Sizes	EA	1	0		1	\$186.66		\$ 186.66
Reason: Material not required due to construction of the Hattiesburg Public Safety Building.									
8	Remove and Reset Signs, All Sizes	EA	2	0		2	\$12.44		\$ 24.88
Reason: Material not required due to construction of the Hattiesburg Public Safety Building.									
9	Excess Excavation, LVM, AH	CY	346	0		346	\$3.73		\$ 1,290.58
Reason: Material not required due to construction of the Hattiesburg Public Safety Building.									
10	Sand Bags	EA	150	0		150	\$18.67		\$ 2,800.50
Reason: Material not required due to construction of the Hattiesburg Public Safety Building.									

OVERRUNS UNDERRUNS

PROJECT: Infrastructure Rehabilitation along Arledge St Katie Ave

CONTRACTOR: C. B. Developers, Inc.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
11	Wattles, 20"	LF	250	0		250	\$10.86		\$ 2,715.00
Reason: Material not required due to construction of the Hattiesburg Public Safety Building.									
12	Granular Material (LVM) (Class 9, Group B)	CY	519	0		519	\$9.96		\$ 5,169.24
Reason: Material not required due to construction of the Hattiesburg Public Safety Building.									
13	9.5 mm, MT, Asphalt Pavement	Ton	97	0		97	\$205.33		\$ 19,917.01
Reason: Material not required due to construction of the Hattiesburg Public Safety Building.									
14	19 mm, MT, Asphalt Pavement	Ton	312	0		312	\$205.33		\$ 64,062.96
Reason: Material not required due to construction of the Hattiesburg Public Safety Building.									
15	Cold Milling of Bituminous Pavement, All Depths	SY	20	0		20	\$14.93		\$ 298.60
Reason: Material not required due to construction of the Hattiesburg Public Safety Building.									
16	Concrete Driveway, Without Reinforcement, 6" Thick, Broom Finish	SY	91	0		91	\$78.40		\$ 7,134.40
Reason: Material not required due to construction of the Hattiesburg Public Safety Building.									
17	Concrete Driveway, Without Reinforcement, 6" Thick, Stamped and Colored	SY	19	0		19	\$112.00		\$ 2,128.00
Reason: Material not required due to construction of the Hattiesburg Public Safety Building.									
18	Combination Concrete Curb and Gutter, Per Plans	LF	723	0		723	\$26.13		\$ 18,891.99
Reason: Material not required due to construction of the Hattiesburg Public Safety Building.									
19	Concrete Sidewalk, Without Reinforcement, Broom Finish	SY	477	0		477	\$53.51		\$ 25,524.27
Reason: Material not required due to construction of the Hattiesburg Public Safety Building.									
20	Concrete Sidewalk, Without Reinforcement, Stamped and Colored	SY	16	0		16	\$112.00		\$ 1,792.00
Reason: Material not required due to construction of the Hattiesburg Public Safety Building.									

OVERRUNS UNDERRUNS

PROJECT: Infrastructure Rehabilitation along Arledge St Katie Ave

CONTRACTOR: C. B. Developers, Inc.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
21	Class "B" Structural Concrete - Minor Structures	CY	42	44.48	2.48		\$2,001.00	\$ 4,962.48	
Reason: Minor Change									
22	Reinforcing Steel	LBS	3,568	3,568.0		0.0	\$1.80		\$ -
Reason: No Change									
23	15" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	12	24	12		\$37.15	\$ 445.80	
Reason: Shift in structure to avoid conflict required additional length.									
24	18" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	230	193		37	\$37.18		\$ 1,375.66
Reason: Shift in structure to avoid conflict required less length.									
25	24" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	31	16		15	\$53.15		\$ 797.25
Reason: Shift in structure to avoid conflict required less length.									
26	30" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	204	203		1	\$84.35		\$ 84.35
Reason:									
27	44" x 27" Reinforced Concrete Arch Pipe, Class AIII, Flexible Plastic Gaskets	LF	103	102		1	\$126.92		\$ 126.92
Reason: Minor Change									
28	51" x 31" Reinforced Concrete Arch Pipe, Class AIII, Flexible Plastic Gaskets	LF	255	240		15	\$156.67		\$ 2,350.05
Reason: Minor Change									
29	51" x 31" Reinforced Concrete Arch Pipe End Section	EA	1	1		0	\$1,891.49		\$ -
Reason: No Change									
30	Castings	LBS	790	395		395	\$2.38		\$ 940.10
Reason: Material not required due to construction of the Hattiesburg Public Safety Building.									
31	6" Thermoplastic Traffic Stripe, Continuous Yellow	LF	780	0		780	\$1.24		\$ 967.20
Reason: Material not required due to construction of the Hattiesburg Public Safety Building.									

OVERRUNS UNDERRUNS

PROJECT: Infrastructure Rehabilitation along Arledge St Katie Ave

CONTRACTOR: C. B. Developers, Inc.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
32	Thermoplastic Detail Stripe, White	LF	336	0		336	\$2.49		\$ 836.64
Reason: Material not required due to construction of the Hattiesburg Public Safety Building.									
33	Thermoplastic Legend, White	LF	103	0		103	\$2.49		\$ 256.47
Reason: Material not required due to construction of the Hattiesburg Public Safety Building.									
34	Thermoplastic Legend, White	SF	10	0		10	\$7.47		\$ 74.70
Reason: Material not required due to construction of the Hattiesburg Public Safety Building.									
35	Detectable Warning, Per Plans	SF	141	0		141	\$68.44		\$ 9,650.04
Reason: Material not required due to construction of the Hattiesburg Public Safety Building.									
36	Standard Roadside Signs, Sheet Aluminum, 0.125" Thickness	SF	20	0		20	\$24.27		\$ 485.40
Reason: Material not required due to construction of the Hattiesburg Public Safety Building.									
37	Steel U-Section Posts, 2.0 Lbs/Ft	LF	78	0		78	\$9.96		\$ 776.88
Reason: Material not required due to construction of the Hattiesburg Public Safety Building.									
38	Maintenance of Traffic	LS	1	1			\$10,577.40		
Reason: No Change									
39	Mobilization	LS	1	1			\$31,110.00		
Reason: No Change									
	Traffic Signal Relocation								
1	Relocation of Existing Traffic Signal Controller, Per Plans	LS	1	1			\$43,460.68		
Reason: No Change									
2	Removal of Existing Traffic Signal Controller Base	EA	1	1			\$1,866.60		
Reason: No Change									
3	Maintenance of Traffic	LS	1	1			\$3,111.00		
Reason: No Change									
4	Mobilization	LS	1	1			\$8,088.60		
Reason: No Change									

OVERRUNS UNDERRUNS

PROJECT: Infrastructure Rehabilitation along Arledge St Katie Ave

CONTRACTOR: C. B. Developers, Inc.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
Arledge Street Water									
1	12" Class 350 Ductile Iron Water Line (Open Cut)	LF	670	722	52		\$45.53	\$ 2,367.56	
Reason: Extra length required to avoid conflicts on Hall Avenue.									
2	8" Class 350 Ductile Iron Water Line (Open Cut)	LF	20	40	20		\$37.29	\$ 745.80	
Reason: Extra length required to tie in at Katie intersection.									
3	6" Class 350 Ductile Iron Water Line (Open Cut)	LF	20	145	125		\$33.60	\$ 4,200.00	
Reason: Additional length required to tie-in gate valves and avoid conflict with sidewalk and gas line.									
4	4" Class 350 Ductile Iron Water Line (Open Cut)	LF	10	0		10	\$32.21		\$ 322.10
Reason: Existing utilities did not require material.									
5	3" Sch. 80 PVC (Open Cut)	LF	90	75		15	\$14.85		\$ 222.75
Reason: Additional length required to tie-in gate valves and avoid conflict with sidewalk and gas line.									
6	2" Sch. 80 PVC (Open Cut)	LF	12	33	21		\$13.64	\$ 286.44	
Reason: Additional length required to tie-in gate valves and avoid conflict with sidewalk and gas line.									
7	1 1/2" Sch. 80 PVC (Open Cut)	LF	60	0		60	\$13.36		\$ 801.60
Reason: Additional length required to tie-in gate valves and avoid conflict with sidewalk and gas line.									
8	20" Steel Casing (Bored)	LF	60	60	0		\$170.73		
Reason: No Change									
9	16" DR-11 HDPE (Open Cut)	LF	60	80	20		\$198.01	\$ 3,960.20	
Reason: Additional length required to get beyond radius at Hall Avenue.									
10	Tracer Wire System	LF	942	1,095	153		\$3.77	\$ 576.81	
Reason: Additional pipe length required additional tracer wire.									
11	8" Gate Valve	EA	1	1		0	\$1,515.62		\$ -
Reason: No Change									
12	6" Gate Valve	EA	1	1		0	\$1,168.44		\$ -
Reason: No Change									

OVERRUNS UNDERRUNS

PROJECT: Infrastructure Rehabilitation along Arledge St Katie Ave

CONTRACTOR: C. B. Developers, Inc.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
13	Connection: Proposed 12" to Existing 20" (Hot Tap W/ 12" Valve)	EA	1	0.3		0.7	\$9,217.06		\$ 6,451.94
Reason: Portion of pay item provided by the owner.									
14	Connection: Proposed 12" to Proposed 12" (Tee)	EA	1	1			\$7,689.95		
Reason: No Change									
15	Connection: Proposed 12" to Proposed 8" (Tee and Reducer)	EA	1	1			\$5,083.13		
Reason: No Change									
16	Connection: Proposed 8" to Proposed 6" (Tee and Reducers)	EA	1	1			\$2,922.16		
Reason: No Change									
17	Connection: Proposed 6" to Proposed 4" (Tee)	EA	1	0		1	\$2,525.36		\$ 2,525.36
Reason: Abandonment of line made connection unnecessary.									
18	3-Way Fire Hydrant with Appurtenances (Inl. Tee, Valve, Hydrant, Brass Tag, Pipe & Other Fittings)	EA	2	2			\$5,587.12		
Reason: No Change									
19	6" Fire Suppression Connection	EA	3	3			\$4,895.89		
Reason: No Change									
20	3" Service Tap w/ Valve for Domestic Water (Includes Tap, Valve, Curb Stop, Fittings, Valve Box, Meter, Meter Box Etc.)	EA	4	4			\$3,941.36		
Reason: No Change									
21	2" Service Tap w/ Valve for Domestic Water (Includes Tap, Valve, Curb Stop, Fittings, Valve Box, Meter, Meter Box Etc.)	EA	1	1			\$2,708.84		
Reason: No Change									
22	1 1/2" Service Tap w/ Valve for Domestic Water (Includes Tap, Valve, Curb Stop, Fittings, Valve Box, Meter, Meter Box Etc.)	EA	2	0		2	\$1,946.62		\$ 3,893.24
Reason: Material not required due to construction of the Hattiesburg Public Safety Building.									

OVERRUNS UNDERRUNS

PROJECT: Infrastructure Rehabilitation along Arledge St Katie Ave

CONTRACTOR: C. B. Developers, Inc.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
Katie Avenue Water									
1	8" Ductile Iron Water Line (Open Cut)	LF	460	380		80	\$33.56		\$ 2,684.80
Reason: Site conditions determined as-built quantity.									
2	3" Sch. 80 PVC (Open Cut)	LF	41	60	19		\$21.07	\$ 400.33	
Reason: Building service placement required additional length.									
3	1 1/2" Sch. 80 PVC (Open Cut)	LF	40	60	20		\$19.59	\$ 391.80	
Reason: Building service placement required additional length.									
4	Tracer Wire System	LF	541	500		41	\$3.26		\$ 133.66
Reason: Less pipe length required less tracer wire.									
5	Connection: Proposed 8" to Existing 6" (Hot Tap W/8" Valve)	EA	1	1			\$4,568.39		
Reason: No Change									
6	3-Way Fire Hydrant with Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe & Other Fittings)	EA	1	1			\$5,440.23		
Reason: No Change									
7	6" Fire Suppression Connection	EA	1	1			\$3,705.81		
Reason: No Change									
8	3" Service Tap w/ Valve for Domestic Water (Includes Tap, Valve, Curb Stop, Fittings, Valve Box, Meter, Meter Box Etc.)	EA	1	1			\$3,609.46		
Reason: No Change									
9	1 1/2" Service Tap w/ Valve for Domestic Water (Includes Tap, Valve, Curb Stop, Fittings, Valve Box, Meter, Meter Box Etc.)	EA	1	1			\$1,967.23		
Reason: No Change									

OVERRUNS UNDERRUNS

PROJECT: Infrastructure Rehabilitation along Arledge St Katie Ave

CONTRACTOR: C. B. Developers, Inc.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
Arledge Street Sewer									
1	8" PVC Sewer, SDR 26 (6'-8')	LF	403	266		137	\$29.28		\$ 4,011.36
Reason: Site conditions changed cut bracket.									
2	8" PVC Sewer, SDR 26 (8'-10')	LF	60	150	90		\$34.26	\$ 3,083.40	
Reason: Site conditions changed cut bracket.									
3	6" PVC Sewer, SDR 26 (All Depths)	LF	144	173.25	29.25		\$22.08	\$ 645.84	
Reason: Sewer main alignment was shifted causing service lines to lengthen.									
4	Tracer Wire System	LF	607	533.25		73.75	\$4.47		\$ 329.66
Reason:									
5	48" Diameter Precast Concrete Manhole (6'-8')	EA	2	2		0	\$4,016.80		
Reason: No Change									
6	60" Diameter Precast Concrete Manhole (8'-10')	EA	1	0.79		0.21	\$4,657.75		\$ 978.13
Reason: Existing manhole was in good condition. Therefore, manhole was modified and tied in to new sewer line.									
7	8"x8"x6" Service Tee	EA	6	5		1	\$508.21		\$ 508.21
Reason: Abandonment of line reduced quantity.									
8	6" PVC Cleanout	EA	6	5		1	\$652.53		\$ 652.53
Reason: Field conditions determined as-built quantity.									
9	Demolition and Removal of Existing Manhole	EA	1	1			\$933.30		
Reason: No Change									
10	Abandonment of Existing Manhole	EA	2	2			\$684.42		
Reason: No Change									
11	Select Fill Material (Class 9, Group C), LVM	CY	766	1,752	986		\$11.82	\$ 11,654.52	
Reason: Soil conditions in trench areas was unsuitable for reuse. Leaking water lines caused soil to be unsuitable. Overexcavation and full depth fill was required.									

OVERRUNS UNDERRUNS

PROJECT: Infrastructure Rehabilitation along Arledge St Katie Ave

CONTRACTOR: C. B. Developers, Inc.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
Katie Avenue Sewer									
1	8" PVC Sewer, SDR 26 (8'-10')	LF	149	395	246		\$34.26	\$ 8,427.96	
Reason: Site conditions changed cut bracket.									
2	8" PVC Sewer, SDR 26 (10'-12')	LF	306	55		251	\$39.24		\$ 9,849.24
Reason: Site conditions changed cut bracket.									
3	6" PVC Sewer, SDR 26 (All Depths)	LF	81	62		19	\$15.57		\$ 295.83
Reason: Field conditions determined as-built quatity.									
4	Tracer Wire System	LF	536	536			\$3.89		
Reason: No Change									
5	48" Diameter Precast Concrete Manhole (10'-12')	EA	1	2	1		\$5,298.69	\$ 5,298.69	
Reason: Additional manhole needed to serve HPSB.									
6	8"x8"x6" Service Tee	EA	3	2		1	\$508.21		\$ 508.21
Reason: Proposed sewer service eliminated.									
7	6" PVC Cleanout	EA	3	2		1	\$652.53		\$ 652.53
Reason: Proposed sewer service eliminated.									
8	Select Fill Material (Class 9, Group C), LVM	CY	2,236	4,224.65	1988.65		\$11.82	\$ 23,505.84	
Reason: Soil conditions in trench areas was unsuitable for reuse. Overexcavation and full depth replacement of fill was required.									
Overrun/Underrun								\$ 142,422.54	\$ 276,445.81

OVERRUNS UNDERRUNS

PROJECT: Infrastructure Rehabilitation along Arledge St Katie Ave

CONTRACTOR: C. B. Developers, Inc.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
Supplemental Agreement No. 1									
Arledge Street (Roadway)									
31	Removal of Concrete Roadway, All Depths	SY	912	912	0		\$16.36		\$ 14,920.32
32	Removal of Concrete Pavement, All Depths	SY	125	125	0		\$3.11		\$ 388.75
33	Removal of Concrete Sidewalks, All Depths	SY	206	206	0		\$3.11		\$ 640.66
34	Saw Cut of Concrete Roadway, All Depths	LF	846	846	0		\$8.50		\$ 7,191.00
35	Crushed Aggregate (Size 610)	Ton	1031	1031	0		\$49.52		\$ 51,055.12
36	Solid Sodding	SY	633	633	0		\$27.10		\$ 17,154.30
Arledge Street (Water)									
37	¾" Service Connection for Existing Domestic Service (including Tap, Valve, Curb Stop, Fittings....etc.)	EA	5	5	0		\$765.23		\$ 3,826.15

Subtotal Supplemental Agreement No. 1 \$ 95,176.30

Project Decrease From Overrun/Underrun \$ (134,023.27)

Original Contract Amount \$ 1,035,127.45

Final Contract Amount **\$ 996,280.48**



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, December 21, 2021

Re: Acknowledge receipt of closing documents for the Hardy Street and Concart Street Drainage and Sidewalk Improvements project and Authorize final acceptance of project; Authorize issuance of manual check in payment of final pay application to Gulf South Construction, LLC.
File Number: 2021-1414
Minute Book #

Summary

Acknowledge receipt of closing documents for the Hardy Street and Concart Street Drainage and Sidewalk Improvements project and Authorize final acceptance of project; Authorize issuance of manual check in payment of final pay application to Gulf South Construction, LLC.

Recommendation Statement

I recommend approval of this item.

Please place this on the December 21, 2021 City Council meeting for consideration.

November 29, 2021
N-S Project No. 15360.001

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

REFERENCE: CONTRACTORS FINAL ESTIMATE
CITY OF HATTIESBURG
HARDY STREET AND CONCERT STREET DRAINAGE AND SIDEWALK
IMPROVEMENTS

Dear Mr. Rutland:

Enclosed are three (3) originals of the Contractor's Final Estimate along with Final Close-Out Documents for the referenced project. I have reviewed the Contractor's Final Estimate and find the pay application to be in order. I, therefore, recommend payment to the contractor Gulf South Construction, LLC, in the amount of \$19,326.29 for work completed.

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

Sincerely,

NEEL-SCHAFFER, INC.



Geoffrey Crosby, P.E.
Senior Project Manager

Enclosures

APPLICATION AND CERTIFICATION FOR PAYMENT

OWNER: City of Hattiesburg
200 Forrest Street
Hattiesburg, Ms. 39401

PROJECT:

APPLICATION: 8

Distribution to:

☐ OWNER
☐ ARCHITECT
☐ ENGINEER
☐ CONTRACTOR

CONTRACTOR: Gulf South Construction
P.O. Box 16105
Hattiesburg, Ms. 39401

VIA ARCHITECT: Neel-Schaffer, Inc.
704 Hardy Street
Hattiesburg, Ms. 39401

APP. DATE: 11/23/2021
PERIOD FROM: 7/1/2021
PERIOD TO: 7/13/2021

PROJECT NOS:

CONTRACT FOR: Hardy Street and Concart Street Drainage and Sidewalk Improvements

CONTRACT DATE: 10/28/2020

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1 ORIGINAL CONTRACT SUM	\$386,525.80
2 Net Change By Change Order	
3 CONTRACT SUM TO DATE	\$386,525.80
4 TOTAL COMPLETED AND STORED TO DATE	\$386,525.80
5 RETAINAGE:	0.00%
a. 5.00% of Completed Work	\$0.00
b. 5.00% of Stored Material	
TOTAL RETAINAGE	\$0.00
6 TOTAL EARNED LESS RETAINAGE	\$386,525.80
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$367,199.51
8 CURRENT PAYMENT DUE	\$19,326.29
9 BALANCE TO FINISH, INCLUDING RETAINAGE	\$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTION
Total changes approved in previous months by Owner		
Total approval this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		

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

CONTRACTOR: Gulf South Construction LLC

By:

Date: 11-24-21

State of:

Mississippi

County of: Lamar

Subscribed and sworn to before me this

26th

day of: Nov. 2021

The above personally appeared before me the undersigned notary public and provided satisfactory evidence of identification to be the person who signed this document in my presence and swore or affirmed to me that the Contract Documents and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

NOTARY PUBLIC

ID No. 117098

Commission Expires

Jul 20, 2024

Notary Public:

My Commission Expires:

7/20/24

ARCHITECT/ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$19,326.29

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

ARCHITECT/ENGINEER:

By:

Date: 11/29/2021

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

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 8

APPLICATION DATE: 11/23/21

PERIOD TO: 07/13/21

PROJECT NAME: Hardy St. and Concart St.

A	B	C	D	E	F	G	H	I	
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored	Total Complete And Stored to Date	% (G/C)	Balance To Finish	Retainage
			Previous Application	This Period					
202-B	Removal of Pavement, All Types and Depths	\$4,060.00	\$4,060.00	\$0.00	\$0.00	\$4,060.00	100%	\$0.00	\$0.00
202-B	Removal of Concrete Sidewalk	\$1,305.00	\$1,325.00	\$0.00	\$0.00	\$1,325.00	102%	-\$20.00	\$0.00
202-B	Removal of Curb and Gutter, All Types	\$2,137.50	\$2,137.50	\$0.00	\$0.00	\$2,137.50	100%	\$0.00	\$0.00
202-B	Removal of Inlets, All Sizes	\$2,200.00	\$2,200.00	\$0.00	\$0.00	\$2,200.00	100%	\$0.00	\$0.00
202-B	Removal of Pipe, 8" and Above	\$240.00	\$240.00	\$0.00	\$0.00	\$240.00	100%	\$0.00	\$0.00
202-B	Removal of Traffic Stripe, All Types	\$1,152.00	\$1,152.00	\$0.00	\$0.00	\$1,152.00	100%	\$0.00	\$0.00
202-B	Topsoil for Slope Treatment, Contractor Furnished	\$180.00	\$180.00	\$0.00	\$0.00	\$180.00	100%	\$0.00	\$0.00
211-C	Topsoil for Plant Holes, Contrator Furnished	\$2,192.00	\$2,192.00	\$0.00	\$0.00	\$2,192.00	100%	\$0.00	\$0.00
216-B	Solid Sodding, Centipede	\$1,080.75	\$1,080.75	\$0.00	\$0.00	\$1,080.75	100%	\$0.00	\$0.00
219-A	Watering	\$600.00	\$600.00	\$0.00	\$0.00	\$600.00	100%	\$0.00	\$0.00
230-A	Shrub Planting, Daylily	\$2,250.00	\$2,250.00	\$0.00	\$0.00	\$2,250.00	100%	\$0.00	\$0.00
230-A	Shrub Planting, Parsons Juniper	\$1,530.00	\$1,530.00	\$0.00	\$0.00	\$1,530.00	100%	\$0.00	\$0.00
230-A	Shrub Planting, Drift Rose, "Peach"	\$2,700.00	\$2,700.00	\$0.00	\$0.00	\$2,700.00	100%	\$0.00	\$0.00
230-B	Tree Planting, Live Oak	\$790.50	\$790.50	\$0.00	\$0.00	\$790.50	100%	\$0.00	\$0.00
230-B	Tree Planting, "Slender Silhoutte" Sweetgum	\$1,054.00	\$1,054.00	\$0.00	\$0.00	\$1,054.00	100%	\$0.00	\$0.00
230-B	Tree Planting, Crape Myrtle, "Tonto"	\$1,581.00	\$1,581.00	\$0.00	\$0.00	\$1,581.00	100%	\$0.00	\$0.00
230-D	Bed Preparation	\$2,280.00	\$2,280.00	\$0.00	\$0.00	\$2,280.00	100%	\$0.00	\$0.00
232-A	Fertilizer for Woody Plant Material, Tablet, 21G	\$250.00	\$250.00	\$0.00	\$0.00	\$250.00	100%	\$0.00	\$0.00
233-A	Tree Bark Mulch, Type III	\$660.00	\$660.00	\$0.00	\$0.00	\$660.00	100%	\$0.00	\$0.00
233-A	Tree Bark Mulch, Type IV	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	100%	\$0.00	\$0.00
907-258-PP	Herbicide Treatment, Per Plans	\$427.50	\$427.50	\$0.00	\$0.00	\$427.50	100%	\$0.00	\$0.00
234-A	Temporary Silt Fence	\$1,995.00	\$1,995.00	\$0.00	\$0.00	\$1,995.00	100%	\$0.00	\$0.00
237-A	Wattles, 12"	\$1,040.00	\$1,040.00	\$0.00	\$0.00	\$1,040.00	100%	\$0.00	\$0.00
907-242-PP	Construction of Raised Crosswalk, Per Plans	\$15,550.00	\$15,550.00	\$0.00	\$0.00	\$15,550.00	100%	\$0.00	\$0.00
246-A	Sandbags	\$375.00	\$375.00	\$0.00	\$0.00	\$375.00	100%	\$0.00	\$0.00
304-G	Size 610 Crushed Stone Base, AEA	\$3,850.00	\$3,850.00	\$0.00	\$0.00	\$3,850.00	100%	\$0.00	\$0.00
403-A	12.5-mm, MT, Asphalt Pavement	\$2,880.00	\$2,880.00	\$0.00	\$0.00	\$2,880.00	100%	\$0.00	\$0.00
403-A	9.5-mm, MT, Asphalt Pavement	\$1,800.00	\$1,800.00	\$0.00	\$0.00	\$1,800.00	100%	\$0.00	\$0.00
601-B	Class "B" Structural Concrete, Minor Structures	\$50,920.00	\$50,920.00	\$0.00	\$0.00	\$50,920.00	100%	\$0.00	\$0.00
602-A	Reinforcing Steel	\$10,080.00	\$10,080.00	\$0.00	\$0.00	\$10,080.00	100%	\$0.00	\$0.00
603-CA	18" RCP, Class III	\$7,110.00	\$7,110.00	\$0.00	\$0.00	\$7,110.00	100%	\$0.00	\$0.00
603-CA	24" RCP, Class III	\$9,900.00	\$9,900.00	\$0.00	\$0.00	\$9,900.00	100%	\$0.00	\$0.00
603-CE	22"x13" RCAP, Class III	\$1,144.00	\$1,144.00	\$0.00	\$0.00	\$1,144.00	100%	\$0.00	\$0.00
C04-A	Castings	\$4,501.00	\$4,501.00	\$0.00	\$0.00	\$4,501.00	100%	\$0.00	\$0.00
604-B	Gratings	\$1,928.00	\$1,928.00	\$0.00	\$0.00	\$1,928.00	100%	\$0.00	\$0.00
907-607-PP	Steel Fence and Post, Per Plans	\$15,120.00	\$15,120.00	\$0.00	\$0.00	\$15,120.00	100%	\$0.00	\$0.00
608-A	Concrete Sidewalk, Without Reinforcement	\$72,288.00	\$69,568.00	\$0.00	\$0.00	\$69,568.00	96%	\$2,720.00	\$0.00
608-B	Concrete Sidewalk, With Reinforcement	\$1,600.00	\$1,600.00	\$0.00	\$0.00	\$1,600.00	100%	\$0.00	\$0.00
907-608-E	Asphalt Pavement Texturing	\$4,500.00	\$4,500.00	\$0.00	\$0.00	\$4,500.00	100%	\$0.00	\$0.00
609-B	Concrete Curb, Header	\$5,250.00	\$5,610.00	\$0.00	\$0.00	\$5,610.00	107%	-\$360.00	\$0.00
609-D	Combination Concrete Curb and Gutter, Type I Modified	\$11,935.00	\$11,935.00	\$0.00	\$0.00	\$11,935.00	100%	\$0.00	\$0.00

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 8

APPLICATION DATE: 11/23/21

PERIOD TO: 07/13/21

PROJECT NAME: Hardy St. and Concart St.

A	B	C	D	E	F	G	H	I	
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored	Total Complete And Stored to Date	% (G/C)	Balance To Finish	Retainage
			Previous Application	This Period					
614-B	Concrete Driveway, With Reinforcement, 6 Inch Thickness	\$1,615.00	\$1,615.00	\$0.00	\$0.00	\$1,615.00	100%	\$0.00	\$0.00
618-A	Maintenance of Traffic	\$24,000.00	\$24,000.00	\$0.00	\$0.00	\$24,000.00	100%	\$0.00	\$0.00
618-B	Additional Construction Signs	\$10.00	\$10.00	\$0.00	\$0.00	\$10.00	100%	\$0.00	\$0.00
620-A	Mobilization	\$34,000.00	\$34,000.00	\$0.00	\$0.00	\$34,000.00	100%	\$0.00	\$0.00
626-G	Thermoplastic Detail Stripe, White	\$270.00	\$270.00	\$0.00	\$0.00	\$270.00	100%	\$0.00	\$0.00
626-H	Thermoplastic Legend Strip, White, 6" Equivalent	\$4,464.00	\$4,464.00	\$0.00	\$0.00	\$4,464.00	100%	\$0.00	\$0.00
626-H	Thermoplastic Legend Stripe, White	\$1,001.00	\$1,001.00	\$0.00	\$0.00	\$1,001.00	100%	\$0.00	\$0.00
628-E	6" Cold Plastic Detail Stripe, White	\$1,260.00	\$1,260.00	\$0.00	\$0.00	\$1,260.00	100%	\$0.00	\$0.00
628-E	6" Cold Plastic Detail Stripe, Yellow	\$420.00	\$420.00	\$0.00	\$0.00	\$420.00	100%	\$0.00	\$0.00
630-A	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness	\$900.00	\$900.00	\$0.00	\$0.00	\$900.00	100%	\$0.00	\$0.00
630-C	Steel U-Section Posts, 3.0 to 3.5 Lb/Ft	\$310.80	\$310.80	\$0.00	\$0.00	\$310.80	100%	\$0.00	\$0.00
647-PP	Electric Pullbox, Per Plans	\$1,350.00	\$1,350.00	\$0.00	\$0.00	\$1,350.00	100%	\$0.00	\$0.00
668-B	Traffic Signal Conduit, Underground Drilled or Jacked, Rolled Pipe, 2"	\$5,265.00	\$7,215.00	\$0.00	\$0.00	\$7,215.00	137%	-\$1,950.00	\$0.00
682-A	Underground Branch Circuit, 1" Conduit	\$3,752.50	\$3,752.50	\$0.00	\$0.00	\$3,752.50	100%	\$0.00	\$0.00
682-B	Underground Branch Circuit, Jack or Bored, 1" Conduit	\$780.00	\$1,170.00	\$0.00	\$0.00	\$1,170.00	150%	-\$390.00	\$0.00
682-D	Pull Box, Flush Mounted	\$1,815.00	\$1,815.00	\$0.00	\$0.00	\$1,815.00	100%	\$0.00	\$0.00
699-A	Roadway Construction Stakes	\$12,000.00	\$12,000.00	\$0.00	\$0.00	\$12,000.00	100%	\$0.00	\$0.00
682-A	Underground Branch Circuit AWG 10, 3 Conductor	\$1,931.25	\$1,931.25	\$0.00	\$0.00	\$1,931.25	100%	\$0.00	\$0.00
907-683-PP	Lighting Assembly, Low Mast, Type 16-1-0-52, Per Plans	\$28,545.00	\$28,545.00	\$0.00	\$0.00	\$28,545.00	100%	\$0.00	\$0.00
682-F	Secondary Power Controller	\$7,400.00	\$7,400.00	\$0.00	\$0.00	\$7,400.00	100%	\$0.00	\$0.00
	GRAND TOTALS	\$386,525.80	\$386,525.80	\$0.00	\$0.00	\$386,525.80	100%	\$0.00	\$0.00



P.O. BOX 16105
HATTIESBURG, MS 39402
OFFICE
601 264-1060
FAX
601-264-4471

November 24, 2021

City of Hattiesburg
200 Forrest St
Hattiesburg, Ms. 39401

Warranty for Hardy Street and Concart Street Drainage and Sidewalk Improvements.

We hereby warranty that the construction of **Hardy Street and Concart Street Drainage and Sidewalk Improvements** and has been done in strict accordance with the drawings and specifications and that the work installed will fulfill the requirements of those specifications. We agree to repair or replace or cause to be repaired or replaced any or all of the work which may prove to be defective in workmanship or material together with any adjacent work which required repair or replacement because of our defective work within a period of one year from July 13, 2021 to July 13, 2022. End of year punch list will be included in this warranty. Ordinary wear and tear and unusual abuse or neglect will not be under this warranty.

Russell Miller
President

State of Mississippi

County of Lamar

Subscribed and sworn before me this 24th day of November 2021

Notary Public



CONTRACTOR'S AFFIDAVIT OF
RELEASE OF LIENS

AIA Document G706A

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

TO OWNER: (name and address)	City of Hattiesburg 200 Forrest St. Hattiesburg, MS 39401	A/E PROJECT NO.:	N/A
PROJECT: (name and address)	Hardy Street and Concart Street Drainage and Sidewalk Improvements Hadry Street & Concart Street Hattiesburg, MS 39401	CONTRACT FOR:	Drainage & Sidewalk Improvements Hattiesburg, MS
		CONTRACT DATED:	10/28/2020

STATE OF: Mississippi
COUNTY OF: Lamar

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, Labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

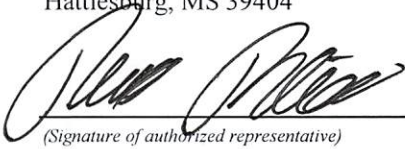
EXCEPTIONS:
Final application for payment and retainage.

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release of Waiver of Liens, Conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: Gulf South Construction LLC
P.O. Box 16105
Hattiesburg, MS 39404

BY:


(Signature of authorized representative)

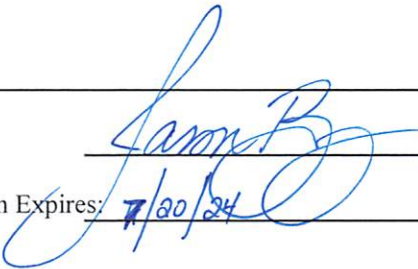
(Signature of authorized representative)



Subscribed and sworn to before me on this date: 11/24/21

Notary Public:

My Commission Expires: 7/20/24



**CONTRACTOR'S AFFIDAVIT OF
PAYMENT OF DEBTS AND CLAIMS**

Document G706

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

TO OWNER: City of Hattiesburg
(name and address) 200 Forrest St.
Hattiesburg, MS 39401

A/E PROJECT NO.: NA

PROJECT: Hardy Street and Concart Street Drainage
(name and address) and Sidewalk Improvements
Hadry Street & Concart Street
Hattiesburg, MS 39401

CONTRACT FOR: Drainage & Sidewalk Improvements
Hattiesburg, MS

CONTRACT DATED 10/28/2020

STATE OF: Mississippi
COUNTY OF: Lamar

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all know indebtedness an claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or the Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

Final application for payment and retainage.

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required.

Indicate attachment: ☒ yes ☐ no

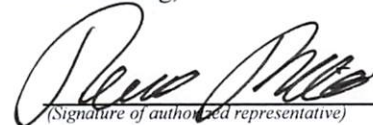
The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

3. Contractor's Affidavit of Release of Liens.

CONTRACTOR: Gulf South Construction LLC
P.O. Box 16105
Hattiesburg, MS 39404

BY:


(Signature of authorized representative)

Russell Miller President
(Printed name and title)

Subscribed and sworn to before me on this date: 11/24/21

Notary Public:

My Commission Expires:




7/20/24

**AIA**[®]**Document G707™ – 1994****Consent Of Surety to Final Payment**

Bond # 602-124349-5

PROJECT: *(Name and address)*Hardy Street and Concart Street Drainage
and Sidewalk Improvements Hattiesburg, MS**ARCHITECT'S PROJECT NUMBER:****CONTRACT FOR:** Construction**OWNER:** ☐**ARCHITECT:** ☐**CONTRACTOR:** ☐**SURETY:** ☐**OTHER:** ☐**TO OWNER:** *(Name and address)*City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39401**CONTRACT DATED:**In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
*(Insert name and address of Surety)*United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07962

, SURETY,

on bond of

*(Insert name and address of Contractor)*Gulf South Construction, LLC
P.O. Box 16105
Hattiesburg, MS 39404

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety
of any of its obligations to*(Insert name and address of Owner)*City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39401

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: November 23rd, 2021

*(Insert in writing the month followed by the numeric date and year.)*United States Fire Insurance Company*(Surety)**(Signature of authorized representative)*Dewey B. Mason, Attorney-in-Fact*(Printed name and title)*Attest:
(Seal):

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

82632448121

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

*Jim E. Brashier, Troy P. Wagener, Patrick Mason, Dewey B. Mason, Kathleen Scarborough, Susan Skrmetta, Lisa Butler, Joseph Beattie,
Andrew P. Underwood, James Eley Brashier, Lessie R. Anderson, Debbie L. Dunaway, Kimberly B. Barhum, David R. Fortenberry*

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2022.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22nd day of August 2019.

UNITED STATES FIRE INSURANCE COMPANY



A. R. Slimowicz

Anthony R. Slimowicz, President

State of Pennsylvania }
County of Philadelphia }

On this 22nd day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Commonwealth of Pennsylvania – Notary Seal
Tamara Watkins, Notary Public
Philadelphia County
My commission expires August 22, 2023
Commission number 1348843

Tamara Watkins

Tamara Watkins

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 23rd day of November, 20 21.

UNITED STATES FIRE INSURANCE COMPANY



Al Wright

Al Wright, Senior Vice President



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, December 21, 2021

Re: Acknowledge bids received October 28, 2021 for the Hall Avenue East Project and accept the bid of R & J Construction, Inc. in the amount of \$13,637,834.93; Authorize Mayor to execute contracts when prepared.

File Number: 2021-1407
Minute Book #

Summary

Acknowledge bids received October 28, 2021 for the Hall Avenue East Project and accept the bid of R & J Construction, Inc. in the amount of \$13,637,834.93; Authorize Mayor to execute contracts when prepared.

Recommendation Statement

I recommend approval of this item.

Please place this on the December 21, 2021 City Council meeting for consideration.

December 2, 2021
N-S Project No. 15045.000

Toby Barker
Mayor
City of Hattiesburg
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

REFERENCE: HALL AVENUE EAST PROJECT – HALL AVENUE/GULFPORT STREET TO
EAST HARDY STREET
HATTIESBURG, MISSISSIPPI

Dear Mayor Barker:

Enclosed for your records is one (1) copy of the Certified Bid Tabulation for the bids received for the referenced project. As you are aware, there were two (2) bids submitted, opened, and read at the bid opening on October 28th, 2021, at 10:00 am. Upon review and tabulation of the bid received and opened, R & J Construction, was the low bidder in the amount of \$13,637,834.93.

Neel-Schaffer therefore recommends that the City of Hattiesburg review the bid submitted by R & J Construction, and award the project, to the lowest and best bidder.

Sincerely,

NEEL-SCHAFFER, INC.



Geoffrey Crosby, P.E.
Senior Project Manager

Enclosures

**HALL AVENUE EAST PROJECT
HALL AVENUE / GULFPORT STREET TO EAST HARDY STREET
CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI**

				R & J Construction P O Box 6 Laurel, MS 39441		T L Wallace 4025 Hwy 35 North Columbia, MS 39429	
Pay Item	Pay Item Description	Unit	Qty	Unit Price	Price Extension <i>Bid Tab reflected incorrect Price Ext.</i>	Unit Price	Price Extension <i>Bid Tab reflected incorrect Total</i>
201-A	Clearing and Grubbing	LS	1	\$845,700.00	\$845,700.00	\$70,000.00	\$70,000.00
202-B	Removal of Asphalt Pavement, All Depths	SY	10558	\$2.25	\$23,755.50	\$11.00	\$116,138.00
202-B	Removal of Box Culvert	LF	32	\$400.00	\$12,800.00	\$140.00	\$4,480.00
202-B	Removal of Concrete Pavement, All Types	SY	1125	\$4.50	\$5,062.50	\$17.00	\$19,125.00
202-B	Removal of Curb, All Types	LF	367	\$10.00	\$3,670.00	\$12.00	\$4,404.00
202-B	Removal of Inlets, Headwalls & Junction Box, All Types & Sizes	EA	10	\$400.00	\$4,000.00	\$900.00	\$9,000.00
202-B	Removal of Pipe, 8" And Above	LF	1594	\$5.00	\$7,970.00	\$19.00	\$30,286.00
202-B	Removal of Manhole	EA	4	\$500.00	\$2,000.00	\$700.00	\$2,800.00
202-B	Removal of Sign, Ground Mounted with Post	EA	31	\$100.00	\$3,100.00	\$290.00	\$8,990.00
202-B	Removal of Trees	EA	83	\$800.00	\$66,400.00	\$850.00	\$70,550.00
202-B	Removal of Existing Building	LS	1	\$19,500.00	\$19,500.00	\$20,000.00	\$20,000.00
203-A	Unclassified Excavation, FM, AH	CY	6500	\$5.75	\$37,375.00	\$13.00	\$84,500.00
203-EX	Borrow Excavation, AH, FME, Class B7-6	CY	7250	\$10.80	\$78,300.00	\$19.00	\$137,750.00
203-EX	Borrow Excavation, AH, FME, Class B3	CY	21000	\$14.51	\$304,710.00	\$12.65	\$265,650.00
203-G	Excess Excavation, FM, AH	CY	1200	\$48.52	\$58,224.00	\$11.00	\$13,200.00
206-B	Select Material for Undercuts, Contractor Furnished, FM	CY	3000	\$10.80	\$32,400.00	\$40.00	\$120,000.00
209-A	Geotextile Stabilization, Type V, Non-Woven	SY	21619	\$1.53	\$33,077.07	\$3.00	\$64,857.00
211-A	Topsoil for Slope Treatment, From ROW	SY	44739	\$0.75	\$33,554.25	\$0.85	\$38,028.15
211-A	Topsoil for Slope Treatment, Contractor Furnished	CY	1275	\$14.00	\$17,850.00	\$1.00	\$1,275.00
211-C	Topsoil for Plant Holes, Contractor Furnished	CY	660	\$34.00	\$22,440.00	\$39.15	\$25,839.00
213-C	Superphosphate	TON	4	\$850.00	\$3,400.00	\$950.00	\$3,800.00
216-A	Solid Sodding, Centipede	SY	5375	\$6.00	\$32,250.00	\$6.50	\$34,937.50
219-A	Watering	MGAL	108	\$28.00	\$3,024.00	\$40.00	\$4,320.00
220-A	Insect Pest Control	ACRE	7	\$30.00	\$210.00	\$30.00	\$210.00
223-A	Mowing	ACRE	28	\$100.00	\$2,800.00	\$115.00	\$3,220.00
225-B	Agricultural Limestone	TON	14	\$100.00	\$1,400.00	\$115.00	\$1,610.00
225-C	Mulch, Vegetative Mulch	TON	14	\$200.00	\$2,800.00	\$220.00	\$3,080.00
226-A	Temporary Grassing	ACRE	7	\$850.00	\$5,950.00	\$950.00	\$6,650.00
227-A	Hydroseeding	ACRE	7	\$2,000.00	\$14,000.00	\$2,200.00	\$15,400.00

Pay Item	Pay Item Description	Unit	Qty	Unit Price	Price Extension <i>Bid Tab reflected incorrect Price Ext.</i>	Unit Price	Price Extension <i>Bid Tab reflected incorrect Total</i>
230-B	Tree Planting, Live Oak, 30 Gallon	EA	22	\$275.00	\$6,050.00	\$316.55	\$6,964.10
230-B	Tree Planting, Willow Oak, 30 Gallon	EA	15	\$207.00	\$3,105.00	\$238.25	\$3,573.75
230-B	Tree Planting, Chinese Elm, 30 Gallon	EA	77	\$315.00	\$24,255.00	\$362.60	\$27,920.20
230-B	Tree Planting, Sweetbay Magnolia, 15 Gallon	EA	26	\$155.00	\$4,030.00	\$178.45	\$4,639.70
230-B	Tree Planting, Little Gem Magnolia, 15 Gallon	EA	89	\$155.00	\$13,795.00	\$178.45	\$15,882.05
230-B	Tree Planting, Crape Myrtle "Sioux", 15 Gallon	EA	51	\$125.00	\$6,375.00	\$143.90	\$7,338.90
230-B	Tree Planting, Nellie R. Stevens Holly (Standard), 15 Gallon	EA	68	\$155.00	\$10,540.00	\$178.45	\$12,134.60
230-B	Tree Planting, Standard Silhouette, 15 Gallon	EA	43	\$155.00	\$6,665.00	\$178.45	\$7,673.35
230-B	Shrub Planting, Purple Diamond Loropetalum", 3 Gallon	EA	178	\$29.70	\$5,286.60	\$34.20	\$6,087.60
230-B	Shrub Planting, Glossy Abelia "Kaleidoscope", 3 Gallon	EA	20	\$27.00	\$540.00	\$29.75	\$595.00
230-B	Shrub Planting, Drift Rose "Peach", 3 Gallon	EA	354	\$25.00	\$8,850.00	\$28.80	\$10,195.20
230-D	Shrub Planting, Parsons Juniper, 1 Gallon	EA	2215	\$6.00	\$13,290.00	\$6.95	\$15,394.25
230-D	Shrub Planting, Vareigated Liriope, 4" Container	EA	390	\$2.15	\$838.50	\$2.50	\$975.00
230-D	Bed Preparation	SF	9250	\$1.15	\$10,637.50	\$1.35	\$12,487.50
232-A	Fertilizer for Woody Plant Material, 10 gram	K	1	\$450.00	\$450.00	\$495.75	\$495.75
232-A	Fertilizer for Woody Plant Material, 21 gram	K	5	\$350.00	\$1,750.00	\$402.85	\$2,014.25
233-A	Tree Bark Mulch, Type III	CY	60	\$37.00	\$2,220.00	\$42.60	\$2,556.00
233-A	Tree Bark Mulch, Type V	CY	85	\$37.00	\$3,145.00	\$42.60	\$3,621.00
234-A	Temporary Silt Fence	LF	10439	\$3.00	\$31,317.00	\$3.50	\$36,536.50
234-C	Super Silt Fence	LF	1566	\$12.00	\$18,792.00	\$13.00	\$20,358.00
234-D	Inlet Siltation Guard	EA	9	\$550.00	\$4,950.00	\$600.00	\$5,400.00
234-F	Turbidity Barrier	LF	100	\$45.31	\$4,531.00	\$20.00	\$2,000.00
237-A	Wattles, 20"	LF	325	\$6.00	\$1,950.00	\$7.70	\$2,502.50
246-A	Sandbags	LF	872	\$9.00	\$7,848.00	\$10.50	\$9,156.00
247-A	Temporary Stream Diversion	EA	1	\$12,000.00	\$12,000.00	\$1.00	\$1.00
249-A	Riprap for Erosion Control	TON	60	\$83.50	\$5,010.00	\$84.00	\$5,040.00
815-A	Loose Riprap, Size 100	TON	675	\$83.50	\$56,362.50	\$76.00	\$51,300.00
815-A	Loose Riprap, Size 200	TON	95	\$83.50	\$7,932.50	\$76.00	\$7,220.00
815-E	Geotextile under Riprap	SY	645	\$3.26	\$2,102.70	\$4.00	\$2,580.00
815-F	Sediment Control Stone	TON	12	\$69.00	\$828.00	\$100.00	\$1,200.00
304-G	Size 610 Crushed Stone Base, AEA	CY	3603	\$103.00	\$371,109.00	\$111.00	\$399,933.00
308-A	Cement	TON	58	\$220.00	\$12,760.00	\$260.00	\$15,080.00
308-B	Soil-Cement-Water Mixing, Optional Mixers, Base	SY	2811	\$3.56	\$10,007.16	\$2.60	\$7,308.60
403-A	12.5-mm, ST, Asphalt Pavement	TON	1617	\$102.00	\$164,934.00	\$115.00	\$185,955.00
403-A	19-mm, ST, Asphalt Pavement	TON	1471	\$95.10	\$139,892.10	\$108.00	\$158,868.00
403-A	9.5-mm, ST, Asphalt Pavement	TON	2208	\$98.15	\$216,715.20	\$110.00	\$242,880.00
406-D	Fine Milling of Bituminous Pavement, All Depths	SY	4091	\$6.00	\$24,546.00	\$15.00	\$61,365.00
407-A	Asphalt for Tack Coat	GAL	3400	\$2.75	\$9,350.00	\$3.00	\$10,200.00
502-A	Reinforced Cement Concrete Bridge End Pavement (Inc. Reinforcing Steel)	SY	125	\$335.00	\$41,875.00	\$350.00	\$43,750.00
601-A	Class "B" Structural Concrete	CY	118	\$1,631.00	\$192,458.00	\$1,150.00	\$135,700.00
601-B	Class "B" Structural Concrete, Minor Structures	CY	114	\$1,481.00	\$168,834.00	\$1,650.00	\$188,100.00
602-A	Reinforcing Steel	LBS	22201	\$2.06	\$45,734.06	\$1.20	\$26,641.20

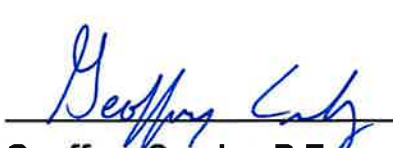
Pay Item	Pay Item Description	Unit	Qty	Unit Price	Price Extension <i>Bid Tab reflected incorrect Price Ext.</i>	Unit Price	Price Extension <i>Bid Tab reflected incorrect Total</i>
603-CA	15" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	752	\$35.21	\$26,477.92	\$51.00	\$38,352.00
603-CA	18" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	1112	\$42.21	\$46,937.52	\$58.00	\$64,496.00
603-CA	24" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	416	\$52.84	\$21,981.44	\$73.00	\$30,368.00
603-CA	30" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	208	\$68.34	\$14,214.72	\$92.00	\$19,136.00
603-CA	36" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	440	\$83.19	\$36,603.60	\$105.00	\$46,200.00
603-CB	15" Reinforced Concrete End Section	EA	1	\$545.00	\$545.00	\$1,000.00	\$1,000.00
603-CB	24" Reinforced Concrete End Section	EA	1	\$725.00	\$725.00	\$1,000.00	\$1,000.00
603-CB	30" Reinforced Concrete End Section	EA	1	\$950.00	\$950.00	\$2,000.00	\$2,000.00
603-CE	18"x11" Concrete Arch Pipe, Class A III	LF	56	\$54.92	\$3,075.52	\$80.00	\$4,480.00
603-CE	22"x13" Concrete Arch Pipe, Class A III, Rubber Type Gaskets	LF	552	\$52.87	\$29,184.24	\$70.00	\$38,640.00
603-CE	29"x18" Concrete Arch Pipe, Class A III, Rubber Type Gaskets	LF	416	\$69.89	\$29,074.24	\$84.00	\$34,944.00
603-CE	36"x23" Concrete Arch Pipe, Class A III, Rubber Type Gaskets	LF	1304	\$80.35	\$104,776.40	\$95.00	\$123,880.00
603-CE	65"x40"" Concrete Arch Pipe, Class A III, Rubber Type Gaskets	LF	296	\$181.83	\$53,821.68	\$240.00	\$71,040.00
603-CF	22"x13" Concrete Arch Pipe End Section	EA	2	\$575.00	\$1,150.00	\$1,000.00	\$2,000.00
603-CF	29"x18" Concrete Arch Pipe End Section	EA	1	\$775.00	\$775.00	\$2,000.00	\$2,000.00
603-CF	36"x23" Concrete Arch Pipe End Section	EA	3	\$1,050.00	\$3,150.00	\$2,000.00	\$6,000.00
603-PE	15" Corrugated Polyethylene Pipe	LF	1048	\$35.04	\$36,721.92	\$50.00	\$52,400.00
603-PC	18" Corrugated Polyethylene Pipe	LF	1127	\$39.83	\$44,888.41	\$70.00	\$78,890.00
603-PVC	12" PVC Pipe	LF	20	\$43.65	\$873.00	\$39.00	\$780.00
603-PVC	8" PVC Pipe	LF	40	\$27.36	\$1,094.40	\$39.00	\$1,560.00
603-SB	Branch Connections - Stub into Box Culvert	EA	5	\$500.00	\$2,500.00	\$1,350.00	\$6,750.00
604-A	Castings	LBS	27646	\$4.00	\$110,584.00	\$4.50	\$124,407.00
604-B	Gratings	LBS	18788	\$4.00	\$75,152.00	\$5.25	\$98,637.00
907-258-K	Bollards, Removable, Per Plans	EACH	34	\$2,352.06	\$79,970.04	\$1,600.00	\$54,400.00
603-A	24" Steel Pipe, Jacked or Bored, Wall Thickness 0.281"	LF	30	\$273.33	\$8,199.90	\$350.00	\$10,500.00
604-C	Precast Manhole, 48" Diameter	EACH	7	\$3,615.71	\$25,309.97	\$5,950.00	\$41,650.00
605-P	8" Sanitary Sewer Line, SDR 26 (includes Bedding & Backfill)	LF	267	\$63.37	\$16,919.79	\$160.00	\$42,720.00
605-P	12" Sanitary Sewer Line, SDR 26 (includes Bedding & Backfill)	LF	815	\$67.62	\$55,110.30	\$138.00	\$112,470.00
605-P	12" Sanitary Sewer Line, Ductile Iron (includes Bedding & Backfill)	LF	439	\$120.64	\$52,960.96	\$160.00	\$70,240.00
608-A	Concrete Sidewalk, Without Reinforcement	SY	4243	\$55.50	\$235,486.50	\$50.00	\$212,150.00
609-D	Combination Concrete Curb and Gutter Type 2 Modified	LF	105	\$40.00	\$4,200.00	\$38.00	\$3,990.00
609-D	Combination Concrete Curb and Gutter Type 3B Modified	LF	14290	\$20.50	\$292,945.00	\$21.50	\$307,235.00

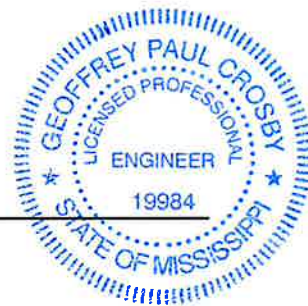
Pay Item	Pay Item Description	Unit	Qty	Unit Price	Price Extension <i>Bid Tab reflected incorrect Price Ext.</i>	Unit Price	Price Extension <i>Bid Tab reflected incorrect Total</i>
609-D	Concrete Header Curb	LF	71	\$40.00	\$2,840.00	\$38.00	\$2,698.00
612-B	Flowable Fill, Non-Excavatable	CY	35	\$355.00	\$12,425.00	\$250.00	\$8,750.00
613-D	Adjustment of Manholes	EACH	17	\$1,000.00	\$17,000.00	\$2,300.00	\$39,100.00
613-D	Adjustment of Water Valves	EACH	16	\$207.00	\$3,312.00	\$920.00	\$14,720.00
613-D	Adjustment of Fire Hydrants	EACH	4	\$1,300.00	\$5,200.00	\$2,875.00	\$11,500.00
614-B	Concrete Driveway, With Reinforcement, 6-inch Thickness	SY	832	\$87.00	\$72,384.00	\$79.00	\$65,728.00
616-A	Concrete Median and/or Island Pavement, 10-inch	SY	11	\$210.00	\$2,310.00	\$115.00	\$1,265.00
616-A	Concrete Median and/or Island Pavement, 4-inch	SY	32	\$125.00	\$4,000.00	\$69.00	\$2,208.00
907-616-C	Colored & Imprinted Median and Island Pavement, 10-inch	SF	775	\$21.00	\$16,275.00	\$43.50	\$33,712.50
618-A	Maintenance of Traffic	LS	1	\$182,650.00	\$182,650.00	\$405,000.00	\$405,000.00
620-A	Mobilization	LS	1	\$1,695,019.87	\$1,695,019.87	\$1,200,000.00	\$1,200,000.00
699-A	Roadway Construction Stakes	LS	1	\$110,000.00	\$110,000.00	\$125,000.00	\$125,000.00
699-B	Bridge Construction Stakes	LS	1	\$55,000.00	\$55,000.00	\$80,000.00	\$80,000.00
619-A	Temporary Traffic Stripe, Continuous Yellow	LF	21190	\$1.50	\$31,785.00	\$1.45	\$30,725.50
619-A	Temporary Traffic Stripe, Skip Yellow	LF	2488	\$1.50	\$3,732.00	\$1.45	\$3,607.60
619-A	Temporary Traffic Stripe, Detail	LF	4926	\$1.50	\$7,389.00	\$2.30	\$11,329.80
619-A	Temporary Traffic Stripe, Legend	SF	435	\$2.00	\$870.00	\$4.65	\$2,022.75
619-A	Temporary Traffic Stripe, Legend	LF	2500	\$1.50	\$3,750.00	\$2.90	\$7,250.00
619-D	Standard Roadside Construction Signs, Less than 10 Square Feet	SF	282	\$9.00	\$2,538.00	\$10.40	\$2,932.80
619-D	Standard Roadside Construction Signs, 10 Square Feet or More	SF	70	\$15.00	\$1,050.00	\$17.30	\$1,211.00
619-G	Barricades, Type III, Double Faced	LF	24	\$47.00	\$1,128.00	\$54.10	\$1,298.40
619-G	Barricades, Type III, Single Faced	LF	96	\$57.00	\$5,472.00	\$65.65	\$6,302.40
619-G	Barricades, Type III, Single Faced, Permanent, Red/White	LF	48	\$47.00	\$2,256.00	\$54.10	\$2,596.80
619-G	Warning Lights, Type "B"	EA	4	\$570.00	\$2,280.00	\$656.10	\$2,624.40
619-G	Free Standing Plastic Drums	EA	232	\$77.00	\$17,864.00	\$88.65	\$20,566.80
626-D	6" Thermoplastic Traffic Stripe, Skip Yellow	LF	1244	\$1.50	\$1,866.00	\$2.30	\$2,861.20
626-E	6" Thermoplastic Traffic Stripe, Continuous Yellow	LF	12393	\$4.00	\$49,572.00	\$2.30	\$28,503.90
626-G	Thermoplastic Detail Stripe, White	LF	865	\$6.00	\$5,190.00	\$3.45	\$2,984.25
626-G	Thermoplastic Detail Stripe, Yellow	LF	1598	\$6.00	\$9,588.00	\$3.45	\$5,513.10
626-H	Thermoplastic Legend, White	SF	435	\$12.00	\$5,220.00	\$8.65	\$3,762.75
626-H	Thermoplastic Legend, White	LF	2634	\$8.00	\$21,072.00	\$4.05	\$10,667.70
627-K	Red-Clear Reflective High Performance Raised Markers	EA	41	\$15.00	\$615.00	\$7.75	\$317.75
627-L	Two-Way Yellow Reflective High Performance Raised Markers	EA	487	\$15.00	\$7,305.00	\$8.10	\$3,944.70
630-A	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness	SF	358	\$32.00	\$11,456.00	\$36.85	\$13,192.30
630-C	Steel U-Section Posts, 3.0 lb/ft	LF	734	\$10.00	\$7,340.00	\$11.55	\$8,477.70
907-259-F001	Weatherproof GFCI Receptacle	EA	9	\$995.00	\$8,955.00	\$1,146.00	\$10,314.00
682-A	Underground Branch Circuit AWG 2, 3 Conductor	LF	3997	\$17.25	\$68,948.25	\$19.90	\$79,540.30
682-A	Underground Branch Circuit AWG 6, 3 Conductor	LF	1800	\$11.90	\$21,420.00	\$13.70	\$24,660.00
682-A	Underground Branch Circuit AWG 8, 3 Conductor	LF	7169	\$9.15	\$65,596.35	\$10.55	\$75,632.95
682-B	Underground Branch Circuit, Jacked or Bored, AWG 6, 3 Conductor	LF	85	\$18.40	\$1,564.00	\$21.20	\$1,802.00

Pay Item	Pay Item Description	Unit	Qty	Unit Price	Price Extension	<i>Bid Tab reflected incorrect Price Ext.</i>	Unit Price	Price Extension	<i>Bid Tab reflected incorrect Total</i>
682-B	Underground Branch Circuit, Jacked or Bored, AWG 8, 3 Conductor	LF	305	\$16.20	\$4,941.00		\$18.65	\$5,688.25	
682-C	Structure Mounted Branch Circuit, AWG 6, 3 Conductor	LF	104	\$41.10	\$4,274.40		\$47.30	\$4,919.20	
682-C	Structure Mounted Branch Circuit, AWG 8, 3 Conductor	LF	876	\$27.50	\$24,090.00		\$31.65	\$27,725.40	
682-D	Structure Mounted Pull Box	EACH	4	\$930.00	\$3,720.00		\$1,071.00	\$4,284.00	
682-F	Secondary Power Controller	EACH	2	\$11,240.00	\$22,480.00		\$12,938.00	\$25,876.00	
683-B	Lighting Assembly, Low Mast, LED, Type 25-1-3-97	EACH	62	\$6,160.00	\$381,920.00		\$7,091.00	\$439,642.00	
683-B	Lighting Assembly, Low Mast, LED, Type 31-1-3-97	EACH	6	\$7,735.00	\$46,410.00		\$8,903.00	\$53,418.00	
683-B	Lighting Assembly, Low Mast, LED, Type 25-2-3-97	EACH	18	\$7,695.00	\$138,510.00		\$8,857.00	\$159,426.00	
683-B	Lighting Assembly, Flood Light, LED	EACH	4	\$1,470.00	\$5,880.00		\$1,692.00	\$6,768.00	
684-A	Pole Foundation, 24" Diameter	CY	97	\$1,250.00	\$121,250.00		\$1,439.00	\$139,583.00	
684-B	Slip Casing, 24" Diameter	LF	800	\$0.10	\$80.00		\$0.15	\$120.00	
907-632-A	Solid State Traffic Cabinet Assembly, Type III Cabinet, Type 1 Controller	EA	1	\$21,075.00	\$21,075.00		\$24,258.00	\$24,258.00	
907-632-J	Power Service Pedestal	EA	1	\$6,145.00	\$6,145.00		\$7,073.00	\$7,073.00	
634-A	Traffic Signal Equipment Pole, Type II(L), 30' Shaft, 30' Arm	EA	1	\$13,955.00	\$13,955.00		\$16,063.00	\$16,063.00	
634-A	Traffic Signal Equipment Pole, Type II(L), 30' Shaft, 40' Arm	EA	3	\$16,085.00	\$48,255.00		\$18,514.00	\$55,542.00	
907-634-C	Pole Foundations, Class "B" Concrete	CY	18	\$815.00	\$14,670.00		\$938.10	\$16,885.80	
635-A	Traffic Signal Head, Type 1	EA	8	\$870.00	\$6,960.00		\$1,002.00	\$8,016.00	
635-A	Traffic Signal Head, Type 2 FYA	EA	2	\$1,585.00	\$3,170.00		\$1,825.00	\$3,650.00	
635-A	Traffic Signal Head, Type 6	EA	6	\$810.00	\$4,860.00		\$932.35	\$5,594.10	
907-636-B	Electric Cable, Underground in Conduit, IMSA-20-1, AWG 10, 2 Conductor	LF	293	\$2.35	\$688.55		\$2.70	\$791.10	
907-636-B	Electric Cable, Underground in Conduit, IMSA-20-1, AWG 14, 5 Conductor	LF	656	\$2.50	\$1,640.00		\$2.90	\$1,902.40	
907-636-B	Electric Cable, Underground in Conduit, IMSA-20-1, AWG 14, 8 Conductor	LF	431	\$2.80	\$1,206.80		\$3.25	\$1,400.75	
907-636-B	Electric Cable, Underground in Conduit, THHN, AWG 6, 3 Conductor	LF	110	\$4.70	\$517.00		\$5.20	\$572.00	
907-636-D	Electric Cable, Aerial Supported in Conduit, IMSA-20-1, AWG 10, 2 Conductor	LF	228	\$2.35	\$535.80		\$2.60	\$592.80	
907-636-D	Electric Cable, Aerial Supported in Conduit, IMSA-20-1, AWG 14, 5 Conductor	LF	48	\$2.50	\$120.00		\$2.75	\$132.00	
907-636-D	Electric Cable, Aerial Supported in Conduit, IMSA-20-1, AWG 14, 8 Conductor	LF	200	\$2.80	\$560.00		\$3.10	\$620.00	
907-637-A	Pull Box Enclosure, Type 2	EA	3	\$1,110.00	\$3,330.00		\$1,278.00	\$3,834.00	
907-637-A	Pull Box Enclosure, Type 3	EA	1	\$1,350.00	\$1,350.00		\$1,554.00	\$1,554.00	
907-637-C	Traffic Signal Conduit, Underground, Type 4, 2"	LF	96	\$18.30	\$1,756.80		\$21.10	\$2,025.60	
907-637-C	Traffic Signal Conduit, Underground, Type 4, 3"	LF	136	\$17.80	\$2,420.80	\$2,240.80	\$20.50	\$2,788.00	
907-637-D	Traffic Signal Conduit, Underground Drilled or Jacked, Rolled Pipe, 3"	LF	156	\$17.80	\$2,776.80		\$20.50	\$3,198.00	
907-639-B	Type 1 Optical Detector	EA	4	\$1,045.00	\$4,180.00		\$1,203.00	\$4,812.00	

Pay Item	Pay Item Description	Unit	Qty	Unit Price	Price Extension	Bid Tab reflected incorrect Price Ext.	Unit Price	Price Extension	Bid Tab reflected incorrect Total
907-639-C	Type 1 Optical Detector Cable	LF	535	\$2.00	\$1,070.00		\$2.30	\$1,230.50	
907-639-D	Multimode Phase Selector	EA	1	\$3,180.00	\$3,180.00		\$3,661.00	\$3,661.00	
907-643-A	Video Vehicle Detection Sensor, Type 3	EA	1	\$22,700.00	\$22,700.00		\$26,128.00	\$26,128.00	
907-643-B	Video Vehicle Detection Cable	LF	145	\$1.65	\$239.25		\$1.85	\$268.25	
907-645-B	Assessible Pedestrian Detection Assembly	EA	6	\$770.00	\$4,620.00		\$886.30	\$5,317.80	
907-653-B	Street Name Sign	SF	27	\$99.00	\$2,673.00		\$113.95	\$3,076.65	
501-K	Transverse Grooving	SY	1213	\$2.25	\$2,729.25		\$2.60	\$3,153.80	
907-607-PP	Safety Fence	LF	224	\$705.00	\$157,920.00		\$700.00	\$156,800.00	
803-B	Conventional Static Pile Load Test	EA	1	\$100.00	\$100.00		\$7,200.00	\$7,200.00	
803-I	PDA Test Pile, Steel Pipe Pile	EA	3	\$60,000.00	\$180,000.00		\$50,000.00	\$150,000.00	
803-J	Pile Restrike	EA	2	\$500.00	\$1,000.00		\$3,000.00	\$6,000.00	
803-P	30" Steel Pipe Piling, Wall Thickness 0.750"	LF	2745	\$335.00	\$919,575.00		\$365.00	\$1,001,925.00	
804-A	Bridge Concrete, Class AA	CY	954	\$700.00	\$667,800.00		\$950.00	\$906,300.00	
804-A	Bridge Concrete, Class BD	CY	802	\$750.00	\$601,500.00		\$1,000.00	\$802,000.00	
804-C	85' Prestressed Concrete Beam, Type FIB-45	LF	508	\$400.00	\$203,200.00		\$375.00	\$190,500.00	
804-C	95' Prestressed Concrete Beam, Type FIB-45	LF	568	\$400.00	\$227,200.00		\$375.00	\$213,000.00	
804-C	85' Prestressed Concrete Beam, Type FIB-54	LF	339	\$400.00	\$135,600.00		\$375.00	\$127,125.00	
804-C	95' Prestressed Concrete Beam, Type FIB-54	LF	379	\$400.00	\$151,600.00		\$375.00	\$142,125.00	
804-C	115' Prestressed Concrete Beam, Type FIB-54	LF	573	\$400.00	\$229,200.00		\$550.00	\$315,150.00	
805-A	Reinforcement	LBS	255756	\$1.40	\$358,058.40		\$1.35	\$345,270.60	
809-A	Retaining Wall System, Mechanically Stabilized	SF	27185	\$42.00	\$1,141,770.00		\$43.00	\$1,168,955.00	
813-A	Concrete Railing	LF	2144	\$196.00	\$420,224.00		\$440.00	\$943,360.00	
815-D	Concrete Slope Paving	LF	169	\$1.00	\$169.00		\$160.00	\$27,040.00	
					\$13,637,834.93			\$14,572,703.00	\$14,574,203.00

I certify this to be a true & accurate Bid Tabulation of the bids received @ 10:00 a.m., local time, Thursday, October 28, 2021 for the City of Hattiesburg Mississippi
Hall Avenue East Project - Hall Avenue / Gulfport Street to East Hardy Street in Hattiesburg, Mississippi


 Geoffrey Crosby, P.E.
 Mississippi Registration #19984





Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, December 21, 2021

Re: Acknowledge bids received December 2, 2021 for the Water Plant #1 Rehabilitation - Phase I project and reject all bids received; Authorize for re-advertisement of bids.
File Number: 2021-1411
Minute Book #

Summary

Acknowledge bids received December 2, 2021 for the Water Plant #1 Rehabilitation - Phase I project and reject all bids received; Authorize for re-advertisement of bids.

Recommendation Statement

I recommend approval of this item.

Please place this on the December 21, 2021 City Council meeting for consideration.



Engineering Progress

December 2, 2021

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

Attn: Lamar Rutland, P.E.

RE: Water Plant #1 Rehabilitation – Phase I
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 December 2, 2021 for the above referenced project.

I am recommending Hemphill Construction Company, Inc. of Florence, MS in the bid amount of One Million, One Hundred Ninety-Nine Thousand, One Hundred and Fifty-Five Dollars and Zero Cents (\$1,199,155.00).

Enclosed is a copy of the original bid from Hemphill Construction Company, Inc. and original bids from all other bidders.

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'Nick Connolly', written over a light blue grid background.

Nicholas M. Connolly, P.E., P.L.S.
Project Engineer

/md

Enclosures



BID TAB

December 2, 2021

Project: Water Plant #1 Rehabilitation - Phase I
City of Hattiesburg

Project No. 1273-W015

Hemphill Construction Company, Inc.
P. O. Drawer 879
Florence, MS 39073

T. L. Wallace Construction, Inc.
4025 HWY 35 N
Columbia, MS 39429

BASE BID

Item No.	Item Description	Quantity	Unit
1	Existing Rapid Mix Tank Demolition	1	LS
2	Demolish Alum Storage Area	1	LS
3	New Rapid Mix Tank	1	LS
4	Yard Piping	1	LS
5	Lime Feed System	1	EA
6	Fluoride Feed System and Appurtenances	1	EA
7	Filter Rehabilitation including Air Scour Piping and Appurtenances	6	EA
8	Spiral Staircase	1	LS
9	Exhaust Fan and Piping to Vent	1	LS

Unit Price	Amount
\$24,300.00	\$24,300.00
\$12,500.00	\$12,500.00
\$206,300.00	\$206,300.00
\$141,380.00	\$141,380.00
\$51,085.00	\$51,085.00
\$48,300.00	\$48,300.00
\$103,800.00	\$622,800.00
\$10,290.00	\$10,290.00
\$82,200.00	\$82,200.00

Unit Price	Amount
\$50,892.00	\$50,892.00
\$18,285.00	\$18,285.00
\$274,279.00	\$274,279.00
\$195,981.00	\$195,981.00
\$48,400.00	\$48,400.00
\$48,400.00	\$48,400.00
\$96,042.00	\$576,252.00
\$14,845.00	\$14,845.00
\$36,830.00	\$36,830.00

Bid Total:

\$1,199,155.00

\$1,264,164.00

This is to certify that I have checked the tabulation of the bids received by the City of Hattiesburg on December 2nd, 2021, and that said tabulation is true and correct to the best of my belief.

Comments:

Nicholas M. Connolly, P.E., P.L.S.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, December 21, 2021

Re: Acknowledge bids received November 18, 2021 for the Hattiesburg Public Safety Complex Landscaping project and accept the bid of Four Seasons Lawn and Landscape, LLC as revised by the attached letter in the amount of \$490,793.71; Authorize Mayor to execute contracts when prepared.
File Number: 2021-1410
Minute Book #

Summary

Acknowledge bids received November 18, 2021 for the Hattiesburg Public Safety Complex Landscaping project and accept the bid of Four Seasons Lawn and Landscape, LLC as revised by the attached letter in the amount of \$490,793.71; Authorize Mayor to execute contracts when prepared.

Recommendation Statement

I recommend approval of this item.

Please place this on the December 21, 2021 City Council meeting for consideration.

308 4th Ave.
Hattiesburg, MS 39401
Cell: 601-606-0089
tom@landarcgroup.net

Landarc Consulting Group, Inc
Landscape Architecture

Memo:

To: Lamar Rutland, City Engineer
City of Hattiesburg

From: Tom Eaves

Date: Dec 8, 2021

Re: Public Safety Complex Landscape etc

We received two bids for the above referenced project. Four Seasons Lawn and Landscape, LLC was the low bid as documented in my certified bid tab dated November 18, 2021.

I submit my recommendation to accept their revised amount of \$ 490,793.71 as stated in their letter submitted and attached.

Respectfully submitted,



Thomas H. Eaves, RLA

Four Seasons Lawn and Landscape, LLC

1620 Bush Dairy Road
Laurel, MS 39443

601-425-5856
hmcleod4seasons@yahoo.com

Dec 7, 2021

Landarc Consulting Group
308 4th Ave
Hattiesburg, MS 39401

RE: Public Safety Complex Landscape Bid dated Nov 18, 2021

City of Hattiesburg, MS

Dear Sir:

As per your request, we have reviewed our bid in detail, and without changing the scope of the work, we can reduce our total bid to \$490,793.71.

If this is acceptable, we will submit a schedule of values as related to the two parts of the project in the bid.

We look forward to working with you and the City and finishing this wonderful landmark project.

Sincerely,
Hunter McLeod



landarc consulting group, inc.

LANDSCAPE ARCHITECTURE • SITE PLANNING

308 Fourth Avenue • Hattiesburg, MS 39401
Phone: 601-606-0089 • www.landarcgroup.net
tom@landarcgroup.net

Bid Tabulation

Bid Date: November 18, 2021

Landscape Plan for:
City of Hattiesburg
Public Safety Complex
701 James Street
Hattiesburg, Mississippi

Bidder	Bond	Cert of Respo.	Base Bid # 1	Base Bid # 2	Total 1 & 2	Adden. Noted
1 Gulf Breeze Landscaping PO Box 347 Gautier, MS 39553	✓ 5% Merchants National	07560MC	\$418,741.00	\$177,184.00	\$595,925.00	✓
2 Four Seasons Landscaping LLC 1620 Bush Dairy Road Laurel, MS 39440	✓ 5% FCCI Insurance Group	22704SC	\$403,816.75	\$147,006.96	\$550,823.71	✓
3						
4						
5						

I certify these bid tabulation results to be correct as submitted:

Thomas H. Eaves, Landscape Architect



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, December 21, 2021

Re: Acknowledge one bid received December 2, 2021 for the Elaine Circle Retaining Wall project and reject said bid due to cost being well above Engineer's cost estimate; Authorize re-advertisement for bids.
File Number: 2021-1412
Minute Book #

Summary

Acknowledge one bid received December 2, 2021 for the Elaine Circle Retaining Wall project and reject said bid due to cost being well above Engineer's cost estimate; Authorize re-advertisement for bids.

Recommendation Statement

I recommend approval of this item.

Please place this on the December 21, 2021 City Council meeting for consideration.

December 2, 2021

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

Attn: Lamar Rutland, P.E.

RE: Elaine Circle Retaining Wall Repair
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 December 2, 2021 for the above referenced project.

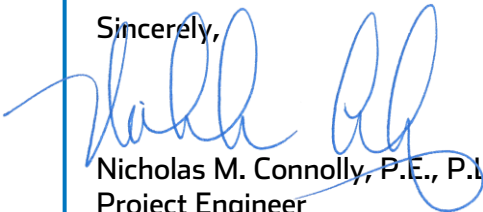
We only received one bid from Precision Construction, LLC of Hattiesburg, MS in the bid amount of One Hundred Fifty-Eight Thousand, Five Hundred and Thirty Dollars and Zero Cents (\$158,530.00).

Our Opinion of Probable Costs (see attached) included a unit price for retaining wall of \$46/sq. ft. and the bid from Precision Construction had a unit price \$65/sq. ft. which is 41% higher.

Enclosed is a copy of the original bid from Precision Construction, LLC.

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

Sincerely,



Nicholas M. Connolly, P.E., P.L.S.
Project Engineer

/md

Enclosures

BID TAB

December 2, 2021

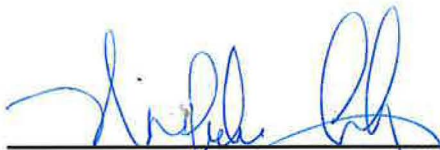
Project: Elaine Circle Retaining Wall Repair
City of Hattiesburg
Project No. 1235-108

Precision Construction, LLC
15 Chanticleer Dr
Hattiesburg, MS 39402

BASE BID

Item No.	Item Description	Quantity	Unit	Unit Price	Amount
1	Mobilization	1.0	LS	\$24,500.00	\$24,500.00
2	Clearing and Grubbing	1.0	LS	\$6,500.00	\$6,500.00
3	Removal of Existing Retaining Wall	1.0	LS	\$25,000.00	\$25,000.00
4	Retaining Wall System (Per MDOT Spec Section 809)	1,382.0	SF	\$65.00	\$89,830.00
5	Maintenance of Traffic	1.0	LS	\$6,500.00	\$6,500.00
6	Grassing	1.0	LS	\$3,500.00	\$3,500.00
7	Solid Sod	900.0	SF	\$3.00	\$2,700.00
Bid Total:					\$158,530.00

This is to certify that I have checked the tabulation of the bids received by the City of Hattiesburg on December 2nd, 2021, and that said tabulation is true and correct to the best of my belief.

Comments:

Nicholas M. Connolly, P.E., P.L.S.

OPINION OF PROBABLE COSTS

Shows, Dearman & Waits Inc.

P.O. Box 1711

Hattiesburg, MS 39403-1711

Phone: (601) 544-1821 Date: **October 29, 2021**

Fax: (601) 544-0501

Project: **Maine Circle Retaining Wall**

ITEM NO.	ITEM	UNIT	QTY	UNIT PRICE	EXTENSION
1	Mobilization	LS	1.0	\$6,400.00	\$ 6,400.00
2	Retaining Wall System, Mechanically Stabilized Earth	SF	1,382.0	\$46.00	\$ 63,572.00

TOTAL \$ 88,164.72

 AIA® Document A310™ – 2010**Bid Bond****CONTRACTOR:***(Name, legal status and address)*

Precision Construction, LLC
15 Chanticleer Dr.
Hattiesburg, MS 39402

SURETY:*(Name, legal status and principal place of business)*

Westfield Insurance Company
P.O. Box 5001
Westfield Center, OH 44251-5001

OWNER:*(Name, legal status and address)*

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

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

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

BOND AMOUNT: Five Percent (5%) of the Amount Bid-----

PROJECT:*(Name, location or address, and Project number, if any)*

Elaine Circle Retaining Wall Repairs
Hattiesburg, MS

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

Init.

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If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 2nd day of December, 2021

Sharon Amstutz
(Witness)

Precision Construction, LLC
(Contractor as Principal) (Seal)
[Signature]
(Title)

[Signature]
(Witness)

Westfield Insurance Company
(Surety) (Seal)
Kimberly B. Barhum
(Title) Kimberly B. Barhum, Attorney-In-Fact
MS Resident Agent

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 2320202 13

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

DAVID R. FORTENBERRY, RICHARD T. JONES, MARY J. NORVAL, KIMBERLY B. BARHUM, JOINTLY OR SEVERALLY

of HATTIESBURG and State of MS its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 29th day of MARCH A.D., 2016.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Dennis P. Baus, National Surety Leader and
Senior Executive

State of Ohio
County of Medina ss.:

On this 29th day of MARCH A.D., 2016, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 2nd day of December A.D., 2021



Frank A. Carrino, Secretary

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 60 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,

Precision Construction LLC

Authorized by: N. Herring

15 Chanticleer Dr

Hattiesburg, MS 39402
ADDRESS

ELAINE CIRCLE RETAINING WALL REPAIR

PROPOSAL FORM

Item	Description	Unit	Quantity	Unit Price	Extension
1	Mobilization	LS	1.0	24,500	24,500
2	Clearing and Grubbing	LS	1.0	6,500	6,500
3	Removal of Existing Retaining Wall	LS	1.0	25,000	25,000
4	Retaining Wall System (Per MDOT Specification Section 809)	SF	1,382.0	65	89,830
5	Maintenance of Traffic	LS	1.0	6,500	6,500
6	Grassing	LS	1.0	3,500	3,500
7	Solid Sod	SF	900.0	3	2,700
BID TOTAL					158,530.00

ALL ITEMS NOT LISTED AND REQUIRED FOR CONSTRUCTION BY THE PLANS AND SPECIFICATIONS SHALL BE ABSORBED INTO THE LISTED PROPOSAL ITEMS

Base Bid Respectfully Submitted, Name of Firm or Bidder: Precision Construction LLC



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

To: City Council Members

From: Lamar Rutland, City Engineer

Date: December 21, 2021

RE: Elaine Circle Retaining Wall Project

The City opened bids on December 2, 2021 for the Elaine Circle Retaining Wall project. We only received one bid which was significantly higher than the consulting engineer's cost estimate. Based on this and the recommendation of our consulting engineer, I recommend that we reject all bids and re-advertise the project.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, December 21, 2021

Re: Acknowledge receipt of fully executed and recorded deed from Sarah N. Smith and Ronnie Smith for a portion of a parcel of property identified as Forrest County Parcel No. 2-029P-10-302.00 (PPIN 019192) for the Hall Avenue Roundabout Project.

File Number: 2021-1408

Minute Book #

Summary

Acknowledge receipt of fully executed and recorded deed from Sarah N. Smith and Ronnie Smith for a portion of a parcel of property identified as Forrest County Parcel No. 2-029P-10-302.00 (PPIN 019192) for the Hall Avenue Roundabout Project.

Recommendation Statement

I recommend approval of this item.

Please place this on the December 21, 2021 City Council meeting for consideration.



DEED

Bk:1381 Page:459-463

RCD: 11/23/2021 @ 9:53:57:AM

FORREST COUNTY, MS

LANCE C. REID CHANCERY CLERK

Prepared by and Return to:

Joseph R. Tullos, MSB 102664
Jackson, Tullos & Rogers, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309

Grantee Address:

City of Hattiesburg
Dept of Engineering
P. O. Box 1898
Hattiesburg, MS 39403-1898
Phone: (601) 545-4540

Grantor Address:

Sarah N. Smith, Frederick F. Smith and Ronnie Smith, Jr.
612 Bay Street
Hattiesburg, MS 39401
Phone: 601-310-6964

WARRANTY DEED

STATE OF MISSISSIPPI
COUNTY OF FORREST

INDEXING INSTRUCTIONS: Lots 7, 8, 9 of Block 122 of the Kamper and Whinery Subdivision No. 2, Hattiesburg, Forrest County, Mississippi

FOR AND IN CONSIDERATION of the sum of Four Thousand Seven Hundred Ten and 00/100 Dollars (\$4,710.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged, We, the undersigned, hereby grant, bargain, sell, convey and warrant unto the City of Hattiesburg, Mississippi, a municipal corporation, the following described land:

SEE EXHIBIT "A" WHICH IS ATTACHED HERETO AND MADE A PART HEREOF AS IF FULLY COPIED AND SET OUT AT LENGTH IN WORDS AND FIGURES HEREIN.

Initial

JS JL RS

Project No. 108639-801000 / FBLD-8769-00(001)
County Tax Parcel No: 2-029P-10-302.00

This conveyance is less and except all oil, gas and other minerals which may be produced through a well bore in accordance with Section 11-27-85 of the Mississippi Code.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the Grantor herein, his heirs, assigns, or legal representatives, for or on account of the construction of the proposed project, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the Grantor and the Grantee, there being no oral agreements or representations of any kind.

The parties hereto acknowledge that they are the sole surviving heirs at law of Ronnie L. Smith, Deceased.

WITNESS THE SIGNATURE of the Grantor on this, the 11th day of November, A.D., 2021.

GRANTORS:

Sarah N. Smith
Sarah N. Smith

Ronnie L. Smith, Jr.
Ronnie L. Smith, Jr.

Frederick Smith
Frederick Smith

Initial SS FR RS

Project No. 108639-801000 / FBLD-8769-00(001)
County Tax Parcel No: 2-029P-10-302.00

STATE OF Mississippi
COUNTY OF Tamar

Personally appeared before me, the undersigned authority in and for the said county and state, on this 11th day of November, 2021, within my jurisdiction, the within named **Sarah N. Smith**, who acknowledged that he/she executed the foregoing instrument.



Mary Denise Walters
NOTARY PUBLIC

My Commission Expires:

STATE OF Mississippi
COUNTY OF Tamar

Personally appeared before me, the undersigned authority in and for the said county and state, on this 11th day of November, 2021, within my jurisdiction, the within named **Ronnie L. Smith, Jr.**, who acknowledged that he/she executed the foregoing instrument.



Mary Denise Walters
NOTARY PUBLIC

My Commission Expires:

STATE OF Mississippi
COUNTY OF Tamar

Personally appeared before me, the undersigned authority in and for the said county and state, on this 11th day of November, 2021, within my jurisdiction, the within named **Frederick F. Smith**, who acknowledged that he/she executed the foregoing instrument.



Mary Denise Walters
NOTARY PUBLIC

My Commission Expires:

Initial SS Fre RS

EXHIBIT "A"

LEGAL DESCRIPTION

A parcel of land being part of Lots 7, 8, and 9 of Block 122 of Kamper and Whinnery Survey of the City of Hattiesburg, Forrest County, Mississippi, as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, being more particularly described as follows:

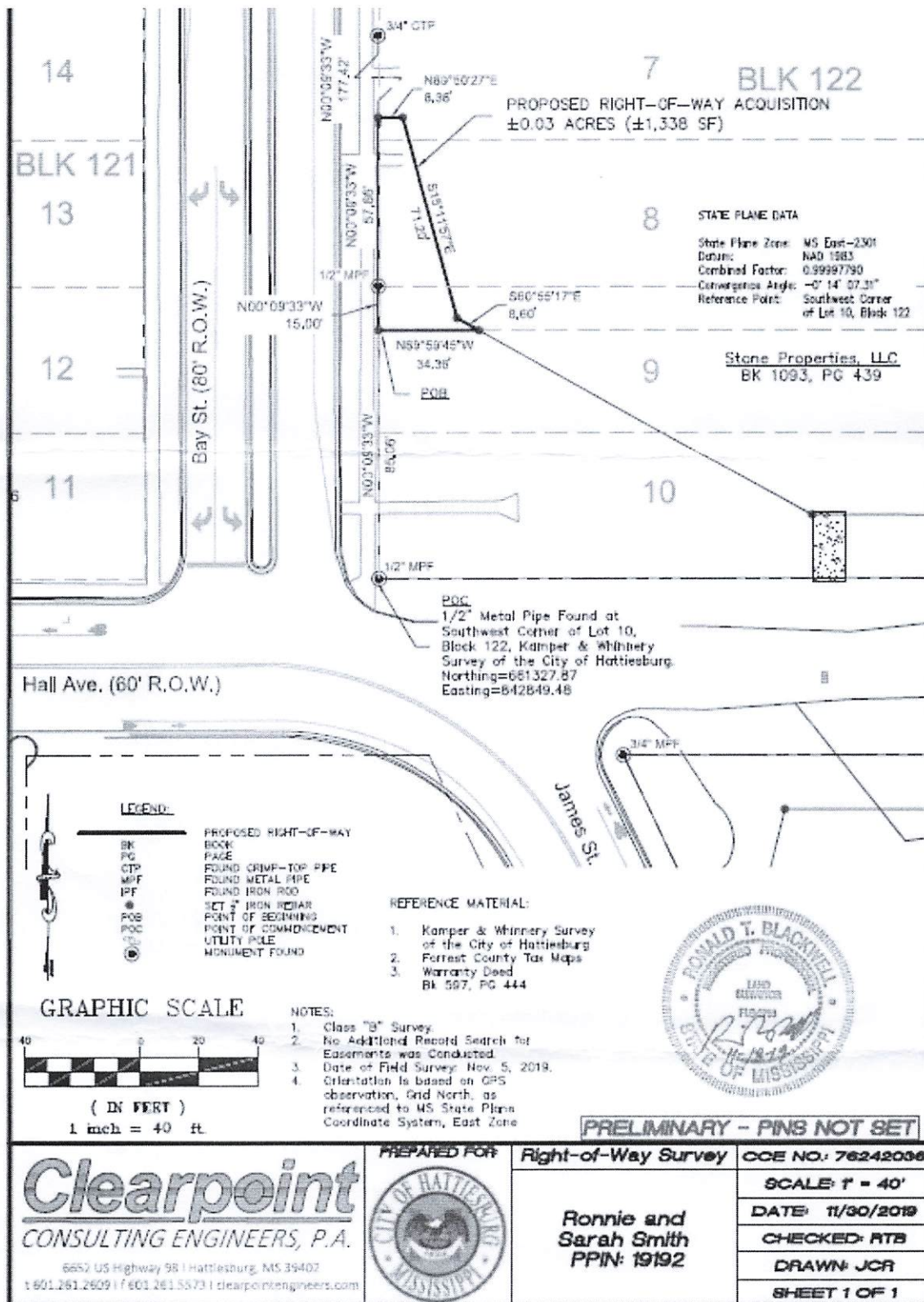
Ronnie and Sarah Smith - +/-0.03 Ac.

LEGAL DESCRIPTION (Proposed Right-of-Way Acquisition)

A parcel of land being part of Lots 7, 8, and 9 of Block 122 of Kamper and Whinnery Survey of the City of Hattiesburg, Forrest County, Mississippi, as per map or plat thereof on file in the office of Chancery Clerk of Forrest County, Mississippi, being more particularly described as follows; Commencing at a 1/2" metal pipe at the Southwest Corner of Lot 10 of Block 122 of Said Kamper and Whinnery Survey of the City of Hattiesburg, Mississippi, said point also being a point on the eastern right-of-way boundary of Bay Street; thence run along said eastern right-of-way boundary North 00 degrees 09 minutes 33 seconds West for a distance of 85.06 feet to the Southwest Corner of a Parcel of Land being described in Deed Book 587, Page 444 on file in the office of Chancery Clerk of Forrest County, Mississippi, said point also being the POINT OF BEGINNING; thence continue along said eastern right-of-way boundary North 00 degrees 09 minutes 33 seconds West for a distance of 15.00 feet to a found 1/2" metal pipe; thence continue North 00 degrees 09 minutes 33 seconds West for a distance of 57.86 feet; thence leaving said eastern right-of-way boundary run North 89 degrees 50 minutes 27 seconds East for a distance of 8.38 feet; thence run South 15 degrees 11 minutes 57 seconds East for a distance of 71.20 feet; thence run South 60 degrees 55 minutes 17 seconds East for a distance of 8.60 feet to a point on the North Boundary of a Parcel of Land being described in Deed Book 1093, Page 439 on file in the office of Chancery Clerk of Forrest County, Mississippi; thence run along said North Boundary North 89 degrees 59 minutes 45 seconds West for a distance of 34.35 feet back to the POINT OF BEGINNING. Said parcel contains 0.03 acres (1,338 square feet), more or less.

Initial SS AK RS

Project No. 108639-801000 / FBLD-8769-00(001)
County Tax Parcel No: 2-029P-10-302.00



Initial SS JS RS

Project No. 108639-801000 / FBLD-8769-00(001)
County Tax Parcel No: 2-029P-10-302.00



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones, Chief Administrative Officer

cc:

Date: Tuesday, December 21, 2021

Re: Adopt Resolution requesting the Legislature of the State of Mississippi to enact a local and private bill to extend the repealer imposed on the Hattiesburg Tourism Commission and the special tax levied therefore, to July 2026.
File Number: 2021-1436
Minute Book #

Summary

Adopt Resolution requesting the Legislature of the State of Mississippi to enact a local and private bill to extend the repealer imposed on the Hattiesburg Tourism Commission and the special tax levied therefore, to July 2026.

Recommendation Statement

I recommend placing this item before Council for consideration.

Please place this on the December 21, 2021 City Council meeting for consideration.

**RESOLUTION REQUESTNG THE MISSISSIPPI LEGISLATURE TO EXTEND THE
REPEALER IMPOSED ON THE HATTIESBURG TOURISM COMMISSION AND THE
SPECIAL TAX LEVIED THEREFORE, TO JULY 2026.**

WHEREAS, on March 6, 1990, the Mayor and City Council of the City of Hattiesburg, Mississippi, adopted a resolution requesting the Legislature of the State of Mississippi to enact a local and private bill enabling the City of Hattiesburg to provide for a special tax to be levied on the gross proceeds from hotel and motel overnight room rental, exclusive of charges for food, telephone, laundry, beverages and similar charges; to provide that such tax be collected by the State Tax Commission; and

WHEREAS, on May 8, 1990, the Mayor and City Council of the City of Hattiesburg, Mississippi, acknowledged receipt of House Bill 1717 authorizing and empowering the City of Hattiesburg to create and establish the Hattiesburg Tourism Commission: and

WHEREAS, House Bill 1717 directed the governing authorities of the City of Hattiesburg to adopt a resolution declaring its intent to levy taxes, establish the amount of the tax levy and determine the date on which taxes initially would be levied and collected; and

WHEREAS, on September 4, 1990, the Mayor and City Council of the City of Hattiesburg adopted said resolution; and

WHEREAS, in 1995 House Bill 1717 was amended by Senate Bill Number 3124, which stated that this act shall stand repealed from and after September 30, 1997; and

WHEREAS, in 1997 House Bill 1717, as amended by Senate Bill 3124 in 1995, was amended by House Bill 1878 in 1997, which stated that this act shall stand repealed from and after September 20, 2000; and

WHEREAS, in 2000 House Bill 1717, as amended by Senate Bill 3124 in 1995 and House Bill 1878 in 1997, was amended by Senate Bill 3306, which stated that this act shall stand repealed from and after September 30, 2004; and

WHEREAS, in 2004 House Bill 1717, as amended by Senate Bill 3124 in 1995, House Bill 1878 in 1997 and Senate Bill 3306 in 2000, was amended by House Bill 1839, which stated that this act shall stand repealed from and after September 30, 2008; and

WHEREAS, in 2008 House Bill 1721 stated that this act shall stand repealed from and after September 30, 2011; and

WHEREAS, in 2011 House Bill 1530 stated that this act shall stand repealed from and after June 30, 2014; and

WHERAS, in 2014 House Bill 1642 stated that this act shall stand repealed from and after June 30, 2017; and

WHEREAS, in 2017 House Bill 1764 stated that this act shall stand repealed from and after July 1, 2021; and

WHEREAS, in 2020 Senate Bill 2905 stated that this act shall stand repealed from and after July 1, 2022.

WHEREAS, House Bill 1717, as amended by House Bill 1642, already provides for the adoption of a resolution by the governing authorities of the City declaring its intention to levy the taxes and establishing the amount of the tax levy and the date on which the taxes initially shall be levied and collected; and giving notice of the proposed tax levy and the opportunity of qualified electors to file a written petition against the levy, and, therefore, Section 5 (6) (b) in House Bill 1717, as amended by House Bill 1764, is unnecessary.

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

Section 1. The Legislature of the State of Mississippi is hereby requested in the 2022 regular legislative session to amend the enabling legislation set forth in House Bill 1717, as amended by Senate Bill 2905 in 2020, to extend the repealer imposed on the Hattiesburg Tourism Commission and the special tax therefore to July 1, 2026.

The above and foregoing Resolution, having been first reduced to writing, was introduced by Council member _____, seconded by Council member _____, and

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the ____ day of _____, 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 ____ day of _____, A.D., 2021.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones, Chief Administrative Officer

cc:

Date: Tuesday, December 21, 2021

Re: Adopt a Resolution requesting the Legislature of the State of Mississippi to enact a local and private bill enabling the City of Hattiesburg, Mississippi, to extend the repealer imposed on the Special 1% Tax levied on the gross proceeds from hotel/motel overnight room rentals and restaurants, excluding restaurants with gross sales less than \$100,000 annually, which proceeds are divided by the City of Hattiesburg and the Univeristy of Southern Mississippi to July 1, 2026.
File Number: 2021-1437
Minute Book #

Summary

Adopt a Resolution requesting the Legislature of the State of Mississippi to enact a local and private bill enabling the City of Hattiesburg, Mississippi, to extend the repealer imposed on the Special 1% Tax levied on the gross proceeds from hotel/motel overnight room rentals and restaurants, excluding restaurants with gross sales less than \$100,000 annually, which proceeds are divided by the City of Hattiesburg and the Univeristy of Southern Mississippi to July 1, 2026.

Recommendation Statement

Please place this on the December 21, 2021 City Council meeting for consideration.

RESOLUTION

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, REQUESTING THE LEGISLATURE OF THE STATE OF MISSISSIPPI TO ENACT A LOCAL AND PRIVATE BILL ENABLING THE CITY OF HATTIESBURG, MISSISSIPPI, TO EXTEND THE REPEALER IMPOSED ON THE SPECIAL 1% TAX LEVIED ON THE GROSS PROCEEDS FROM HOTEL/MOTEL OVERNIGHT ROOM RENTAL AND RESTAURANTS, EXCLUDING RESTAURANTS WITH GROSS SALES LESS THAN \$100,000 ANNUALLY WHICH PROCEEDS ARE DIVIDED BY THE CITY OF HATTIESBURG; TO PROMOTE TOURISM AND CARRY OUT PARKS AND RECREATION IMPROVEMENTS AND THE UNIVERSITY OF SOUTHERN MISSISSIPPI FOR IMPROVMENTS TO ALTHLETIC FACILITIES, PARTICULARLY REED GREEN COLISEUM, TO JULY 1, 2026.

WHEREAS, on March 2, 2018, the Council adopted a resolution requesting Local and Private Legislation to authorize the City of Hattiesburg, Mississippi, to impose a special tax levy on the gross proceeds from hotel/motel overnight room rental (exclusive of charges for food, telephone, laundry, beverages and similar charges) and restaurant sales (exclusive of restaurants with gross sales less than \$100,000.00 annually) pursuant to the provisions of the proposed act; and

WHEREAS, on March 24, 2018, Senate Bill No. 3069 was approved by the Mississippi Legislature and approved by the Governor on April 12, 2018, authorizing the City of Hattiesburg, Mississippi, to levy an additional tax on hotels, motels, and restaurants; to provide that proceeds of the tax shall be used by the City to promote tourism and parks and recreation; to authorize the city to distribute a portion of the tax to the University of Southern Mississippi to be used by the University for improvements to its athletic facilities; to authorize the City to receive and expend revenues from any source for the purposes authorized in this act; and for related purposes; and

WHEREAS, before the tax as herein defined could be imposed, a special election was held on April 23, 2019, for the purpose of submitting to the qualified electors of the City of Hattiesburg, the approval or disapproval to the proposed tax levy to fund the promotion of tourism and parks and recreation in the City of Hattiesburg and for improvements to the athletic facilities at the University of Southern Mississippi.

WHEREAS, on April 23, 2019, the special election passed with more than eighty percent (80%) of the qualified electors who voted voting in favor of approving the tax levy as defined herein to fund the promotion of tourism and parks and recreation in the City of Hattiesburg and for improvements to athletic facilities at the University of Southern Mississippi.

WHEREAS, in 2018 Senate Bill No. 3069 stated that this act shall stand repealed from and after July 1, 2022.

WHEREAS, the City of Hattiesburg wishes to extend the repealer imposed on the City of Hattiesburg and the special tax levied therefore to July 1, 2026.

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

Section 1. The Legislature of the State of Mississippi is hereby requested in the 2022 regular legislative session to amend the enabling legislation set forth in Senate Bill Number 3069 in 2018, to extend the repealer imposed on the City of Hattiesburg and the special tax levied therefore to July 1, 2026.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, on this 21st day of December, A.D., 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, this 21st day of December, A.D.,2021.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Andrew Ellard, Director
cc: Wiley Quinn, Code Enforcement Division Manager
Date: Tuesday, December 21, 2021
Re: Ratification of Release of Lien documents filed in relation to Code Enforcement clean-up assessments.
File Number: 2021-1404
Minute Book #

Summary

Ratification of Release of Liens of documents filed in relation to Code Enforcement clean-up assessments in 2021.

Recommendation Statement

I recommend the ratification of the release of lien documents for the properties on the attached list.

Please place this on the December 21, 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
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

MEMORANDUM

TO: Mayor and City Council

FROM: Wiley Quinn, Code Enforcement Division Manager

DATE: December 21, 2021

RE: Ratification of Release of Lien Documents

Request for ratification of the release of lien documents for the following properties:

PROPERTY OWNER’S NAME	PROPERTY ADDRESS	PPIN	BOOK/PAGE NUMBER WITH THE FORREST COUNTY CHANCERY CLERK OF THE JUDGMENTTO BE RELEASED	NOTE
Leigh & Greg Brooking	102 S. 14th Ave.,	20047	1332/ 735-736	Resolution 2020-3 \$176.75
Howard L. & Miranda Beard	117 Dearborne St.	20919	1339/ 17-18	Resolution 2020-152 \$294.50
Lee Mitchell	201 S. 23rd Ave.	16582	1341/ 543-544	Resolution 2020-167 \$3,949.04
Debbie Catt	325 W 4th St.	14438	1338/ 702-703	Resolution 2020-115 \$3,877.40
A & C Properties of MS, LLC	508 Buschman St.	15808	1341/ 537-538	Resolution 2020-164 \$243.00
Jamecia S. Tisdale	701 Clairborne Ave.	22336	1339/ 19-20	Resolution 2020-153 \$294.50
Nathaniel Brown	708 Greely St.	22079	1332/ 739-740	Resolution 2020-41 \$195.00

Hal P. Bounds, and Gregory W. Bounds	713 Duane St.	22856	1339/ 13-14	Resolution 2020-150 \$245.50
Trudy Graves	1106 Arledge St.	13430	1316/343-344	Resolution 2019-137 \$2,153.00
Henderson Trading, LLC	1108 W 4th St.	26606	1316/277-278	Resolution 2019-84 \$175.00
Henderson Trading, LLC	1108 W 4th St.	26606	1332/ 725-726	Resolution 2020-34 \$300.00
Richard Dalton Hill	3105 Delwood Dr.	14723	1307/ 219-220	Resolution 2019-58 \$3,203.00
Charles & Elaine McGee	1600 E. Hardy St.	33661	1316/ 317-318	Resolution 2019-120 \$6,135.52
Charles & Elaine McGee	1600 E. Hardy St.	33661	1338/ 744-745	2020-141 \$276.25

STATE OF MISSISSIPPI
COUNTY OF FORREST



DEED

Bk:1382 Page:719-720

RCD: 12/10/2021 @ 4:40:55PM

FORREST COUNTY, MS

LANCE G. REID CHANCERY CLERK

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG,
having previously filed a Resolution as a result of code enforcement action against certain
property in the following location:

DATE FILED:	02/26/2020
BOOK:	1332
PAGE:	735-736
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$176.75
NAME:	Leigh & Greg Brooking Resolution 2020-3

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and
satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to
enter satisfaction and certificate of payment in full upon said instrument and that this order be
recorded in the records of said County as is provided by law.

**2-029M-09-310.00 102 S. 14th Ave., Hattiesburg, MS, Lot 4 in Block 2 of the Frank D.
Lowery Subdivision of the City of Hattiesburg, Mississippi, as shown by the map or plat
thereof on file and of record in the Office of the Chancery Clerk of Forrest County,
Mississippi.**

IN WITNESS WHEREOF, this instrument is executed on this the 10th day of
December, 2021.

CITY OF HATTIESBURG

BY:


TOBY BARKER, MAYOR

ATTEST:


KERMAS EATON

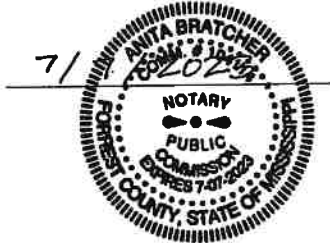
STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the 10th day of December, 2021, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Anita Bratcher
NOTARY PUBLIC

MY COMMISSION EXPIRES:



STATE OF MISSISSIPPI
COUNTY OF FORREST



DEED
Bk:1382 Page:686-687
RCD: 12/10/2021 @ 4:32:22:PM
FORREST COUNTY, MS
LANCE C. REID CHANCERY CLERK

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG,
having previously filed a Resolution as a result of code enforcement action against certain
property in the following location:

DATE FILED: 06/04/2020
BOOK: 1339
PAGE: 17-18
BENEFICIARY: City of Hattiesburg
AMOUNT: \$294.50
NAME: Howard L. & Miranda Beard Resolution 2020-152

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and
satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to
enter satisfaction and certificate of payment in full upon said instrument and that this order be
recorded in the records of said County as is provided by law.

**2-029K-09-385.00 117 Dearborne Street, Hattiesburg, Mississippi , together with any and
all improvements and appurtenances thereunto belonging, lying and being situated in
Forrest County, Mississippi to-wit: The East Half of Lot 14 and all of Lot 15 of Block 5 of
the Mosley and Dozier Subdivision in 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.**

IN WITNESS WHEREOF, this instrument is executed on this the 10th day of
December, 2021.

CITY OF HATTIESBURG

BY: 

TOBY BARKER, MAYOR

ATTEST:


KERMAS EATON

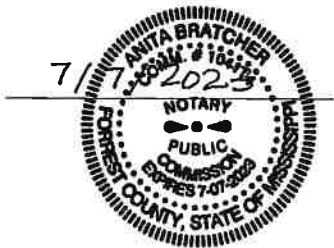
STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the 10th day of December, 2021, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Anita Bratcher
NOTARY PUBLIC

MY COMMISSION EXPIRES:



STATE OF MISSISSIPPI
COUNTY OF FORREST



DEED

Bk:1382 Page:688-689

RCD: 12/10/2021 @ 4:33:28:PM

FORREST COUNTY, MS

LANCE C. REID CHANCERY CLERK

Release By Sale of Property at Tax Sale

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG,
having previously filed a Resolution as a result of code enforcement action against certain
property in the following location:

DATE FILED:	07/10/2020
BOOK:	1341
PAGE:	543-544
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$3,949.04
NAME:	Lee Mitchell Resolution 2020-167

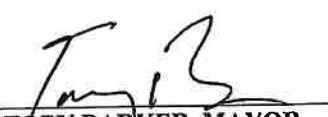
in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and
satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to
enter satisfaction and certificate of payment in full upon said instrument and that this order be
recorded in the records of said County as is provided by law.

Parcel 2-028O-08-115.00 201 S.23rd Ave.

**LT 1 & 2 BLK 12 HATTIESBURG HEIGHTS 4TH SURVEY Hattiesburg, MS, B 669 P
121 4/1/92**

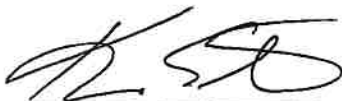
IN WITNESS WHEREOF, this instrument is executed on this the 10th day of
December, 2021.

CITY OF HATTIESBURG

BY: 

TOBY BARKER, MAYOR

ATTEST:


KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the 10th day of December, 2021, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Anita Bratcher
NOTARY PUBLIC

MY COMMISSION EXPIRES:



STATE OF MISSISSIPPI
COUNTY OF FORREST



DEED
Bk:1382 Page:690-691
RCD: 12/10/2021 @ 4:33:57:PM
FORREST COUNTY, MS
LANCE C. REID CHANCERY CLERK

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG,
having previously filed a Resolution as a result of code enforcement action against certain
property in the following location:

DATE FILED:	06/04/2020
BOOK:	1338
PAGE:	702-703
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$3,877.40
NAME:	Debbie Catt Resolution 2020-115

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and
satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to
enter satisfaction and certificate of payment in full upon said instrument and that this order be
recorded in the records of said County as is provided by law.

**2-029F-04-211 325 W 4th St. HATTIESBURG, MS 39401 and better described as All that
part of Lot 7 of Block 170 of the Crittenden Survey to the City of Hattiesburg, Forrest
County, Mississippi, and more particularly described as beginning at the intersection the
Northern line of West Fourth Street with the Eastern line of West Street (formerly Central
Avenue); run thence East along the Northern line of West Fourth Street 100 feet; thence in
a Northerly direction and parallel with the Eastern lone of West Street to the Southern line
of the Illinois Central Gulf Railroad (formerly Mississippi Central Railroad) right of way;
thence in a Westerly direction along the Southern line of said right of way 100 feet, more or
less, to the Eastern line of West Street; thence run in a Southerly direction along the
Eastern line of West Street to the Point of Beginning; bearing Municipal No. 325 West
Fourth Street, Hattiesburg, Mississippi; all together with all improvements thereon and
appurtenances thereunto belonging.**

IN WITNESS WHEREOF, this instrument is executed on this the 10th day of
December, 2021.

CITY OF HATTIESBURG

BY: 

TOBY BARKER, MAYOR

ATTEST:


KERMAS EATON

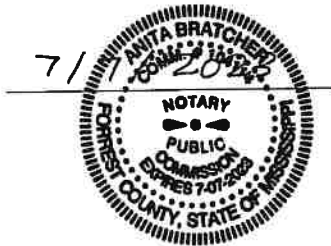
STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the 10th day of December, 2021, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Anita Bratcher
NOTARY PUBLIC

MY COMMISSION EXPIRES:



STATE OF MISSISSIPPI
COUNTY OF FORREST



DEED

Bk:1382 Page:692-693

RCD: 12/10/2021 @ 4:34:39:PM

FORREST COUNTY, MS

LANCE C. REID CHANCERY CLERK

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG,
having previously filed a Resolution as a result of code enforcement action against certain
property in the following location:

DATE FILED: 07/10/2020
BOOK: 1341
PAGE: 537-538
BENEFICIARY: City of Hattiesburg
AMOUNT: \$243.00
NAME: A & C Properties of MS, LLC Resolution 2020-164

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and
satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to
enter satisfaction and certificate of payment in full upon said instrument and that this order be
recorded in the records of said County as is provided by law.

**2-029I-10-163.00 508 Buschman St., Hattiesburg, MS, Lots 12 and 13 of Block 50 of the
Hardy and Scott Survey of the City of Hattiesburg, as per the map or plat thereof on file in
the office of the Chancery Clerk of Forrest County, Mississippi; said property having a
Municipal Street Address of 508 Buschman Street and being Parcel #2-029I-10-163.00 with
PPIN 15808; all together with all improvements thereon and appurtenances thereunto
belonging.**

IN WITNESS WHEREOF, this instrument is executed on this the 10th day of
December, 2021.

CITY OF HATTIESBURG

BY: 

TOBY BARKER, MAYOR

ATTEST:



KERMAS EATON

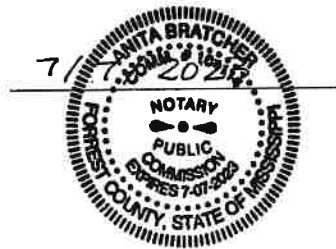
STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the 10th day of December, 2021, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Anita Bratcher
NOTARY PUBLIC

MY COMMISSION EXPIRES:



STATE OF MISSISSIPPI
COUNTY OF FORREST



DEED

Bk:1382 Page:697-698

RCD: 12/10/2021 @ 4:35:17:PM

FORREST COUNTY, MS

LANCE C. REID CHANCERY CLERK

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG,
having previously filed a Resolution as a result of code enforcement action against certain
property in the following location:

DATE FILED:	06/04/2020
BOOK:	1339
PAGE:	19-20
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$294.50
NAME:	Jamecia S. Tisdale Resolution 2020-153

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and
satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to
enter satisfaction and certificate of payment in full upon said instrument and that this order be
recorded in the records of said County as is provided by law.

**2-038H-15-049.00 701 Clairborne Ave., Hattiesburg, MS, Lot nine (9) of Block Two (2) of
the Oak Garden Subdivision in the City of Hattiesburg, Mississippi, Forrest County,
Mississippi.**

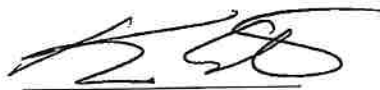
IN WITNESS WHEREOF, this instrument is executed on this the 10th day of
December, 2021.

CITY OF HATTIESBURG

BY: 

TOBY BARKER, MAYOR

ATTEST:



KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the 10th day of December, 2021, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Anita Bratcher

NOTARY PUBLIC

MY COMMISSION EXPIRES:



STATE OF MISSISSIPPI
COUNTY OF FORREST



DEED

Bk:1382 Page:699-700
RCD: 12/10/2021 @ 4:35:56:PM
FORREST COUNTY, MS
LANCE C. REID CHANCERY CLERK

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG,
having previously filed a Resolution as a result of code enforcement action against certain
property in the following location:

DATE FILED:	02/26/2020
BOOK:	1332
PAGE:	739-740
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$195.00
NAME:	Nathaniel Brown Resolution 2020-41

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and
satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to
enter satisfaction and certificate of payment in full upon said instrument and that this order be
recorded in the records of said County as is provided by law.

**2-037D-14-146.00 708 Greely St., Hattiesburg, MS, Lot 17, Block 5 of the McInnis,
Mitchell, and Longre subdivision of the City of Hattiesburg, MS, Forrest County,
Mississippi.**

IN WITNESS WHEREOF, this instrument is executed on this the 10th day of
December, 2021.

CITY OF HATTIESBURG

BY: 

TOBY BARKER, MAYOR

ATTEST:


KERMAS EATON

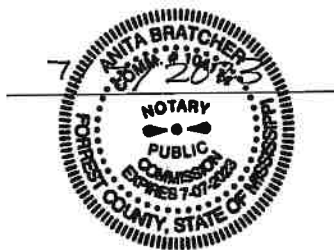
STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the 10th day of December, 2021, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Anita Bratcher
NOTARY PUBLIC

MY COMMISSION EXPIRES:



STATE OF MISSISSIPPI
COUNTY OF FORREST



DEED

Bk:1382 Page:701-702

RCD: 12/10/2021 @ 4:36:26:PM
FORREST COUNTY, MS

LANCE C. REID CHANCERY CLERK

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG,
having previously filed a Resolution as a result of code enforcement action against certain
property in the following location:

DATE FILED:	06/04/2020
BOOK:	1339
PAGE:	13-14
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$245.50
NAME:	Hal P. Bounds, and Gregory W. Bounds Resolution

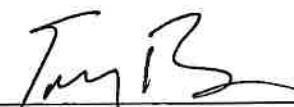
2020-150

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and
satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to
enter satisfaction and certificate of payment in full upon said instrument and that this order be
recorded in the records of said County as is provided by law.

2-029L-09-062.00 713 Duane Street, Hattiesburg, Mississippi described more particularly
as follows, to-wit: All of Lot 7 in Block 3 of and according to the Parkview Subdivision of a
party of the NW ¼ of NW ¼ of Section 9, Township 4 North, Range 13 West, Forrest
County, Mississippi, in the City of Hattiesburg, Mississippi, as per the map or plat thereof
dated July 30, 1954, and of record in the office of the Chancery Clerk of Forrest County,
Mississippi, in Plat Book 8 at Page 18; said parcel of land having a frontage of 65 feet on
Duane Street in the City of Hattiesburg, Mississippi, and extending North between parallel
lines a uniform depth of 117.84 feet to a ten foot alley or easement.

IN WITNESS WHEREOF, this instrument is executed on this the 10th day of
December, 2021.

CITY OF HATTIESBURG

BY: 

TOBY BARKER, MAYOR

ATTEST:


KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the 10th day of December, 2021, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Antia Bratcher
NOTARY PUBLIC

MY COMMISSION EXPIRES:



STATE OF MISSISSIPPI
COUNTY OF FORREST



DEED

Bk:1382 Page:703-704

RCD: 12/10/2021 @ 4:37:04:PM

FORREST COUNTY, MS

LANCE C. REID CHANCERY CLERK

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG,
having previously filed a Resolution as a result of code enforcement action against certain
property in the following location:

DATE FILED:	07/10/2019
BOOK:	1316
PAGE:	343-344
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$2,153.00
NAME:	Trudy Graves Resolution 2019-137

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and
satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to
enter satisfaction and certificate of payment in full upon said instrument and that this order be
recorded in the records of said County as is provided by law.

2-038H-15-010 1106 Arledge St., Hattiesburg, MS, The South 70 feet of Lots 2 and 3 of
Block 1 of the BURKETT SUBDIVISION of Forrest County, Mississippi, and any and all
other land which may have reverted to the Grantors by virtue of City of Hattiesburg
Ordinance 1723, dated July 21, 1971, at Book 351, Page 497 in the office of the Chancery
Clerk of Forrest County, Mississippi, together with all improvements therein and
appurtenance thereunto belonging.

IN WITNESS WHEREOF, this instrument is executed on this the 10th day of
December, 2021.

CITY OF HATTIESBURG

BY: 

TOBY BARKER, MAYOR

ATTEST:


KERMAS EATON

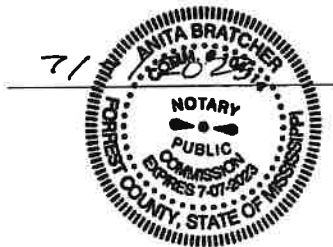
STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the 10th day of December, 2021, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Anita Bratcher
NOTARY PUBLIC

MY COMMISSION EXPIRES:



STATE OF MISSISSIPPI

COUNTY OF FORREST



DEED

Bk:1382 Page:705-706

RCD: 12/10/2021 @ 4:37:49:PM

FORREST COUNTY, MS

LANCE C. REID CHANCERY CLERK

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG, having previously filed a Resolution as a result of code enforcement action against certain property in the following location:

DATE FILED:	07/10/2019
BOOK:	1316
PAGE:	277-278
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$175.00
NAME:	Henderson Trading, LLC Resolution 2019-84

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

2-028I-08-238 1108 W 4th St., Hattiesburg, MS, Begin 75 feet East of the Northwest Corner of the Northeast Quarter of the Northeast Quarter (NE 1/4 NE ¼) OF Section Eight (8) Township Four (4) North, Range Thirteen (13) West, and thence run South 195 feet, thence run East 55 feet, thence run North 195 feet to the South line of West Fourth (4th) Street, thence run West 55 feet to the point of beginning, and also the West 9 feet off of Lot Four (4) in Block One (1) of the M.J. Epley

Addition to the City of Hattiesburg, Forrest County, Mississippi, according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements located on said property, which property is known as Municipal No. 1108 West Fourth (4th) Street in the said City of Hattiesburg, Mississippi.

IN WITNESS WHEREOF, this instrument is executed on this the 10th day of

December, 2021.

CITY OF HATTIESBURG

BY: 

TOBY BARKER, MAYOR


ATTEST:

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the 10th day of December, 2021, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Anita Bratcher
NOTARY PUBLIC

MY COMMISSION EXPIRES:



STATE OF MISSISSIPPI
COUNTY OF FORREST



DEED

Bk:1382 Page:709-710
RCD: 12/10/2021 @ 4:38:22:PM
FORREST COUNTY, MS
LANCE C. REID CHANCERY CLERK

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG,
having previously filed a Resolution as a result of code enforcement action against certain
property in the following location:

DATE FILED:	02/26/2020
BOOK:	1332
PAGE:	725-726
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$300.00
NAME:	Henderson Trading, LLC Resolution 2020-34

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and
satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to
enter satisfaction and certificate of payment in full upon said instrument and that this order be
recorded in the records of said County as is provided by law.

**2-028I-08-238 1108 W 4th St., Hattiesburg, MS, Begin 75 feet East of the Northwest
Corner of the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) OF Section Eight
(8) Township Four (4) North, Range Thirteen (13) West, and thence run South 195 feet,
thence run East 55 feet, thence run North 195 feet to the South line of West Fourth (4th)
Street, thence run West 55 feet to the point of beginning, and also the West 9 feet off of Lot
Four (4) in Block One (1) of the M.J. Epley**

**Addition to the City of Hattiesburg, Forrest County, Mississippi, according to the official
map or plat thereof on file and of record in the office of the Chancery Clerk of Forrest
County, Mississippi; together with all improvements located on said property, which
property is known as Municipal No. 1108 West Fourth (4th) Street in the said City of
Hattiesburg, Mississippi.**

IN WITNESS WHEREOF, this instrument is executed on this the 10th day of

December, 2021.

CITY OF HATTIESBURG

BY: 

TOBY BARKER, MAYOR


ATTEST:

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the 10th day of December, 2021, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.



MY COMMISSION EXPIRES:

7/7/2023

STATE OF MISSISSIPPI
COUNTY OF FORREST



DEED

Bk:1382 Page:713-714

RCD: 12/10/2021 @ 4:38:58:PM

FORREST COUNTY, MS

LANCE C. REID CHANCERY CLERK

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG,
having previously filed a Resolution as a result of code enforcement action against certain
property in the following location:

DATE FILED: 03/13/2019
BOOK: 1307
PAGE: 219-220
BENEFICIARY: City of Hattiesburg
AMOUNT: \$3,203.00
NAME: Richard Dalton Hill Resolution 2019-58

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and
satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to
enter satisfaction and certificate of payment in full upon said instrument and that this order be
recorded in the records of said County as is provided by law.

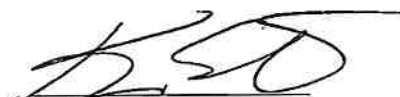
**2-028N-07-181 3105 Delwood Dr. better described as: Lot Four (4), Block One (1), of the
Delwood Subdivision of the City of Hattiesburg, County of Forrest, State of Mississippi, as
per map or plat thereof on file and record in Plat Book 8 At Page 69 or Plat Cabinet A,
Sheet 160, on file in the office of the Chancery Clerk of Forrest County, Mississippi,
Together with the improvements thereon and appurtenances thereunto belonging.**

IN WITNESS WHEREOF, this instrument is executed on this the 10th day of
December, 2021.

CITY OF HATTIESBURG

BY: 
TOBY BARKER, MAYOR

ATTEST:


KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the 10th day of December, 2021, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Anita Bratcher
NOTARY PUBLIC

MY COMMISSION EXPIRES:



STATE OF MISSISSIPPI
COUNTY OF FORREST



DEED

Bk:1382 Page:717-718
RCD: 12/10/2021 @ 4:40:10:PM
FORREST COUNTY, MS
LANCE C. REID CHANCERY CLERK

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG,
having previously filed a Resolution as a result of code enforcement action against certain
property in the following location:

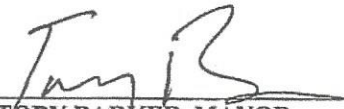
DATE FILED: 07/10/2019
BOOK: 1316
PAGE: 317-318
BENEFICIARY: City of Hattiesburg
AMOUNT: \$6,135.52
NAME: Charles & Elaine McGee Resolution 2019-120

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and
satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to
enter satisfaction and certificate of payment in full upon said instrument and that this order be
recorded in the records of said County as is provided by law.

2-030L-11-229 1600 E. Hardy St., Hattiesburg, MS, Lots 13, 14, 15 and 16 Block 8 of the
MAGRUDER & COMPANY ADDITION, in the City of Hattiesburg, as per map or plat on
file in the office of the Chancery Clerk of Forrest County, Mississippi.

IN WITNESS WHEREOF, this instrument is executed on this the 10th day of
December, 2021.

CITY OF HATTIESBURG

BY: 
TOBY BARKER, MAYOR

ATTEST:


KERMAS EATON

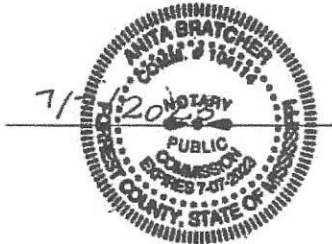
STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the 10th day of December, 2021, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Anita Bratcher
NOTARY PUBLIC

MY COMMISSION EXPIRES:



STATE OF MISSISSIPPI
COUNTY OF FORREST



DEED

Bk:1382 Page:715-716

RCD: 12/10/2021 @ 4:39:37:PM

FORREST COUNTY, MS

LANCE C. REID CHANCERY CLERK

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG,
having previously filed a Resolution as a result of code enforcement action against certain
property in the following location:

DATE FILED:	06/04/2020
BOOK:	1338
PAGE:	744-745
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$276.25
NAME:	Charles & Elaine McGee Resolution 2020-141

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and
satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to
enter satisfaction and certificate of payment in full upon said instrument and that this order be
recorded in the records of said County as is provided by law.

**2-030L-11-229 1600 E. Hardy St., Hattiesburg, MS, Lots 13, 14, 15 and 16 Block 8 of the
MAGRUDER & COMPANY ADDITION, in the City of Hattiesburg, as per map or plat on
file in the office of the Chancery Clerk of Forrest County, Mississippi.**

IN WITNESS WHEREOF, this instrument is executed on this the 10th day of
December, 2021.

CITY OF HATTIESBURG

BY: 

TOBY BARKER, MAYOR

ATTEST:


KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the 10th day of December, 2021, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Anita Bratcher
NOTARY PUBLIC

MY COMMISSION EXPIRES:





Memorandum

To: Mayor Toby Barker and Members of City Council
From: Cecilia Jones
cc: Kermas Eaton, City Clerk
Date: Tuesday, December 21, 2021
Re: Acknowledge Proof of Publications for Hub City Spokes for the month of November 2021
File Number: 2021-1397
Minute Book #

Summary

Acknowledge Proof of Publications for Hub City Spokes for the month of November 2021.

Recommendation Statement

Acknowledge acceptance of Proof of Publications for Hub City Spokes for the month of November 2021.

Please place this on the December 21, 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 #
11/30/2021	98985



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.
12/10/2021	
Sales Rep	Tearsheets
H	

Date	Description	Size of Ad	Total Inches	Rate	Publication	Amount
11/11/2021	Legal Notices - Public Notice Greg Hodges	563 words		67.56		67.56
11/11/2021	Proof of Publication Fee			3.00		3.00
11/11/2021	Legal Notices - Public Notice Shannon Wells	436 words		52.32		52.32
11/11/2021	Proof of Publication Fee			3.00		3.00
11/11/2021	Legal Notices - Chad Edmonson Public Notice	843 words		101.16		101.16
11/11/2021	Proof of Publication Fee			3.00		3.00
11/11/2021	Legal Notices - Creed Group Public Notice	567 words		68.04		68.04
11/11/2021	Proof of Publication Fee			3.00		3.00
11/11/2021	Legal Notices - COH land Development Hearing	1023 words		122.76		122.76
11/11/2021	Proof of Publication Fee			3.00		3.00
11/11/2021	Legal Notices - Public Hearing COH	346 words		41.52		41.52
11/11/2021	Proof of Publication Fee			3.00		3.00
11/11/2021	Legal Notices - Public Hearing Greg Hodges Rep	581 words		69.72		69.72
11/11/2021	Proof of Publication Fee			3.00		3.00
11/11/2021	Legal Notices - Public Hearing Justin Woodward	425 words		51.00		51.00
11/11/2021	Proof of Publication Fee			3.00		3.00
11/11/2021	Legal Notices - Public hearing Forrest Dunigan	630 words		75.60		75.60
11/11/2021	Proof of Publication Fee			3.00		3.00
11/18/2021	Legal Notices - Public Notice - HPFL-MPO FY22 Meeting	248 words		29.76		29.76

**Did you know we now offer a variety of HELP WANTED solutions?
Call us today at (601) 268-2331 for more details.**

Total

Payments/Credits

Phone #	Fax #	Questions? E-Mail:
(601) 268-2331	601-268-2965	accounting@HubCitySPOKES.com

Outstanding balances will incur a 1.5% service charge monthly, calculated from due date of invoice.

HUB CITY SPOKES

— A PUBLISHING COMPANY —

NEWSPAPERS | MAGAZINES | DIGITAL

525 N. Main St. Suite C - Hattiesburg, MS

Mailing: P.O. Box 1110 - Hattiesburg, MS 39403

Bill To:

City of Hattiesburg

ATTN: Cecilia Jones

P.O. Box 1898

Hattiesburg, MS 39403-1898

Month Ending

Invoice #

11/30/2021

98985

SIGNATURE
MAGAZINE



THE PineBeltNEWS

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.

12/10/2021

Sales Rep

Tearsheets

H

Date	Description	Size of Ad	Total Inches	Rate	Publication	Amount
11/18/2021	Proof of Publication Fee			3.00		3.00
11/11/2021	Local Display - Notice of Public Hearing	3x8		432.00		432.00
11/11/2021	Proof of Publication Fee			3.00		3.00
11/18/2021	Legal Notices - Notice of Public Hearing	3x8		435.00		435.00
11/30/2021	Signature - December	Full Change		645.00		645.00
						Not the Clerk's dept S/B Admin. (Sent copy to Admin.) - 645.00

Did you know we now offer a variety of HELP WANTED solutions?
Call us today at (601) 268-2331 for more details.

Total

\$2,224.44

\$1,579.44

Payments/Credits

\$0.00

Phone #

Fax #

Questions? E-Mail:

(601) 268-2331

601-268-2965

accounting@HubCitySPOKES.com

Outstanding balances will incur a 1.5% service charge monthly, calculated from due date of invoice.

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: 563 Published 1 times

Date 1st Published: Nov 11 Amt: 67.56

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 67.56

Proof of Publication Fee: 3.00

TOTAL: 70.56

(signed) Meghan Patton
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 11th
day of November, 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 - Public Notice Greg Hodges
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Greg Hodges, Representative, John C. Anglin, Engineer, and Mer-

chants & Marine Bank, Owner, as required in the Land Development Code, Ord. No. 3209, to change the zoning classification for a certain property located at 4607 Hardy St (Parcel 051Q-12-001.000, PPIN 21451, Lamar Co., Ward 3) from Section 4.5.13 I-1 (Light Industrial) District to Section 4.5.12, B-5 (Regional Business) District. Said property being more particularly described as follows, to-wit:

A part of the SE 1/4 of the NW 1/4 and a part of the NE 1/4 of the SW 1/4, all in Section 12, Township 4 North, Range 14 West, in the City of Hattiesburg, County of Lamar, State of Mississippi, being more particularly described as commencing at the SW corner of said SE 1/4 of NW 1/4, thence run North 00degrees 01 minutes 45 seconds East along the West line of said SE 1/4 of the NW 1/4 for 60.13 feet; thence run South 89 degrees 03 minutes 03 seconds East for 100.0 feet to the Point of Beginning; thence continue South 89 degrees 03 minutes 03 seconds East for 95.60 feet to the Western edge of an access easement; thence run South 31 degrees 07 minutes 50 seconds East along said Western edge for 47.73 feet; thence continue along said Western edge and South 30 degrees 05 minutes 07 seconds East for 53.84 feet; thence continue along said Western edge and South 35 degrees 33 minutes 40 seconds East for 46.18

feet; thence continue along said Western edge and along an arc to the left for 47.26 feet, said arc having a radius of 146.87 feet, and a chord bearing of South 43 degrees 20 minutes 30 seconds East and a distance of 47.08 feet; thence continue along said Western edge and along an arc to the right of 33.66 feet; said arc having a radius of 126.0 feet, and a chord bearing of South 41 degrees 01 minutes 26 seconds East and a distance of 33.56 feet; thence continue along said Western edge and South 21 degrees 53 minutes 41 seconds East for 50.14 feet; thence continue along said Western edge and South 10 degrees 25 minutes 03 seconds East for 37.87 feet to the Northerly right of way (ROW) line of U.S. Highway 98; thence run South 79 degrees 34 minutes 57 seconds West along said ROW for 200.0 feet; thence run North 10 degrees 36 minutes 05 seconds West for 311.38 feet to the Point of Beginning, containing 1.056 acres, more or less.

LESS AND EXCEPT all of the oil, gas and other minerals in, on and under the above described property, together with all rights relating thereto, that have heretofore been excepted, reserved and/or conveyed by prior owners.

A PUBLIC HEARING in relation to the above-described petition will be held at 1:00 p.m., December 1, 2021 in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard. Contact City Hall Planning Division for remote attendance options.

WITNESS my signature and the official seal of said City on this, the 4th day of November 2021.

CITY OF HATTIESBURG, MISSISSIPPI
BY: /s/ Kermas Eaton
CITY CLERK
(SEAL)
Published November 11, 2021

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: 436 Published 1 times

Date 1st Published: Nov 11 Amt: 52.32

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 52.32

Proof of Publication Fee: 3.00

TOTAL: 55.32

(signed) Melvin Pottler
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 11th
day of November, 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 - Public Notice Shannon Wells
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Shannon Wells, Representative, and Wilmut Gas and Oil Company (Spire), Owner, as required in the Land Development Code, Ord. No. 3209, to request a Conditional Use to expand operations of a non-conforming use as "Utility Operation

Center" in R-3 (Multi-Family Residential) District as required by the Land Development Code, Section 2.4.4.1, where the total expansion of a non-conforming property is greater than 25 percent shall require a public hearing and Planning Commission approval for a certain property located at 1614 W 4th St (Parcel 2-028H-05-125.00; PPIN 26135; Ward 4). Said property being more particularly described as follows, to-wit:

A part of the SW ¼ of the SE ¼ of Section 5, Township 4 North, Range 13 West, Forrest County, Mississippi, more particularly described as:

Commence at the intersection of the West margin line of North 19th Avenue and the North right-of-way line of the Illinois Central Railroad and run N88°39'43"W on and along said right-of-way line for 210.00 feet to a ¾" iron pipe and the point of beginning. From the point of beginning continue N88°39'43" for 271.81 feet to a ½" rebar; thence run N00°00'28"W for 249.92 feet to a 1" iron pipe; thence run N00°29'23"W for 331.28 feet to a ¾" iron pipe; thence run S89°53'47"E for 496.16 feet to a ¾" iron pipe and the West margin line of the aforementioned North 19th Avenue; thence run S01°07'33"W on and along said West margin line for 20.24 feet to a ¾" iron pipe; thence run N89°53'47"W for 210.00 feet to a ½" rebar; thence run S01°07'38"W for 566.89 feet back to the point of beginning. Said parcel of land is a part of the SW ¼ of the SE ¼ of Section 5, Township 4 North, Range 13 West, Forrest County, Mississippi and contains 3.84 acres more or less. The above described being the same as recorded in Deed Book 312, Page 162, filed in the Chancery Clerk's Office of Forrest County, Mississippi.

A PUBLIC HEARING in relation to the above-described petition will be held at 1:00 p.m., December 1, 2021 in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard. Contact City Hall Planning Division for remote attendance options.

WITNESS my signature and the official seal of said City on this, the 4th day of November 2021.

CITY OF HATTIESBURG, MISSISSIPPI
BY: /s/ Kemas Eaton
CITY CLERK
(SEAL)
Published November 11, 2021



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: 843 Published 1 times

Date 1st Published: Nov 11 Amt: 101.16

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 101.16

Proof of Publication Fee: 3.00

TOTAL: 104.16

(signed) Meghan Patten
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 11th
day of November, 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 - Chad Edmonson Public Notice
☐ Invoice #: _____
☐ Inv. Crt/Mld: _____
☐ Pymt Rec.d: _____
☐ POP sent: _____

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Chad Edmonson, Representative, and Trace 4th St. LLC, Owner, as required in the Land Development Code, Ord. No. 3209, to request a Conditional Use as "Restaurant, without Drive-thru" in B-2 (Neighborhood Business) District as defined by the LDC for a certain property located at 1015 N Main St (Parcels 2-029G-03-529.00, 2-029G-03-611.00, 2-029G-03-608.00; PPINs 18827, 18814, 18817; Ward 4). Said property being more particularly described as follows, to-wit:

A PART OF LOTS 1, 2, 9 AND 10 OF BLOCK 100, KAMPER AND WHINERY SUBDIVISION NUMBER 2, CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI. BEARINGS BASED ON MISSISSIPPI STATE PLANE COORDINATE SYSTEM GRID, EAST ZONE (2301) AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 3/4 INCH PIPE AT THE NE CORNER OF LOT 2 OF BLOCK 100 OF KAMPER AND WHINERY SUBDIVISION NUMBER 2, CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI. THENCE RUN ALONG THE EAST LINE OF SAID LOT 2 S0° 29' 47"W FOR A DISTANCE OF 27.29 FEET TO 1/2 INCH REBAR ON THE NORTH RIGHT OF WAY LINE OF LONGLEAF TRACE; THENCE RUN ALONG THE NORTH RIGHT OF WAY LINE OF LONGLEAF TRACE S87° 58' 04"W FOR A DISTANCE OF 108.67 FEET TO A MAG NAIL ON THE EAST RIGHT OF WAY LINE OF NORTH MAIN STREET (PUBLIC ROAD); THENCE RUN ALONG THE EAST RIGHT OF WAY LINE OF NORTH MAIN STREET THE FOLLOWING TWO CALLS: N37° 20' 31"W FOR A DISTANCE OF 38.26 FEET TO A MAG NAIL; N33° 38' 58"W FOR A DISTANCE OF 78.81 FEET TO A 3/4 INCH PIPE. THENCE RUN N87° 32' 18"E FOR A DISTANCE OF 99.72 FEET TO A 1/2 INCH REBAR; THENCE RUN S19° 29' 57"E FOR A DISTANCE OF 25.30 FEET TO A 1/2 INCH PIPE; THENCE RUN N89° 24' 38"E FOR A DISTANCE OF 39.18 FEET TO A 1/2 INCH PIPE; THENCE RUN S0° 57' 05"W FOR A DISTANCE OF 45.78 FEET TO A 1/2 INCH REBAR ON THE NORTH LINE OF SAID LOT 2; THENCE RUN ALONG THE

NORTH LINE OF SAID LOT 2 N89° 54' 14"E FOR A DISTANCE OF 29.23 FEET BACK TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING ±0.25 ACRES.

A part of Lots Two (2) and Three (3) of Block One Hundred (100) of the KAMPER AND WHINERY SURVEY NUMBER 2 of the City of Hattiesburg, County of Forrest, State of Mississippi, and particularly described as follows.

Begin at the intersection of the South line of the right of way of the Mississippi Central Railroad Company with the East line of Main Street said point being 20 feet from the center line of the track of said Mississippi Central Railroad; thence run Southeastwardly along the Eastern line of Main Street a distance of 70.4 feet; thence Eastwardly a distance of 136 feet, more or less, to a point on the dividing line between Lots 3 and 4 of said Block, said point being 72 feet North of the North line of Fourth Street, thence North along the dividing line between Lots 3 and 4 a distance of 50 feet, more or less, to the South line of the right of way of the said Mississippi Central Railroad Company, and thence westwardly along said right of way line a distance of 179 feet, more or less to said point of beginning, reserving and excepting from the operation of this conveyance that parcel of said description described as follows, to-wit:

Begin at an iron hub or stake on the Eastern line of Main Street at a point 82 feet Northward of from the intersection of the Eastern line of Main Street with the Northern line of Fourth Street, and run thence in an Easterly direction along the North property line of Pan American Petroleum Corporation a distance of 13 feet and 2 inches; thence in a Northerly direction a distance of one foot; thence in a Northwesterly direction along the North edge of concrete driveway slab a distance of 19 feet and 8 inches to the said Eastern boundary of Main Street, thence a Southeasterly direction along Eastern boundary line of Main Street a distance of 10 feet to said point of beginning, which point of beginning is 70.4 feet Southward from the point of intersection of the said Eastern line of Main Street with the Southern line of the right of way of the Mississippi Central Railroad Company; together with all improvements thereon and appurtenances thereunto belonging.

A PUBLIC HEARING in relation to the above-described petition will be held at 1:00 p.m., December 1, 2021 in the Jackie Dole

Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard. Contact City Hall Planning Division for remote attendance options.

WITNESS my signature and the official seal of said City on this, the 4th day of November 2021.

CITY OF HATTIESBURG, MISSISSIPPI
BY: /s/ Kemas Eaton
CITY CLERK
(SEAL)
Published November 11, 2021



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Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly 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: 567 Published 1 times

Date 1st Published: Nov 11 Amt: 68.04

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 68.04

Proof of Publication Fee: 3.00

TOTAL: 71.04

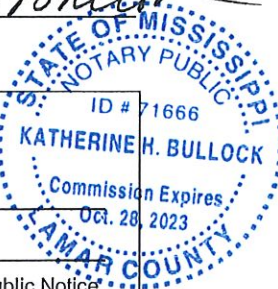
(signed) Meghan Patten
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 11th
day of November, 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 - Creed Group Public Notice
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Creed Group Communities, LLC, Applicant, and Hulett-Winstead Funeral Home, owner, Cloud Nine Properties, LLC, owner, as required in the Land Development Code, Ord. No. 3209, to change the zoning classification for a certain property located along N 28th Ave and Northwood Dr (US 49 N service road) (Parcel 2-028B-05-096.00, 2-028B-05-097.00; PPIN 26048, 26051, Forrest Co., Ward 1) from Section 4.5.10 B-3 (Community Business) District to Section 4.5.7, R-3 (Multi-Family Residential) District. Said property being more particularly described as follows, to-wit:

Parcel 1 (PPIN 26048):

Beginning 60 feet East of the Southwest corner of the Southwest quarter (SW ¼) of the Northwest quarter (NW ¼) for a point of beginning. Thence run North 100 feet, thence at right angles run East a distance of 494 feet, thence at right angles run South along U.S. Highway 49 By-Pass a distance of 100 feet, thence run at right angles West a distance of 494 feet to said point of beginning. The above described property being a part of Section Five (5), Township Four (4) North of Range Thirteen (13) West, Forrest County, Mississippi.

Parcel 2 (PPIN 26051):

Commencing at the Southwest (SW) corner of the Southwest Quarter (SW ¼) of the Northwest quarter (NW ¼) of Section Five (5), Township Four North (4N), Range Thirteen West (13W), Forrest County, Mississippi, and running thence North 100 feet for a point of beginning. Thence North along said right-of-way 100 feet, thence East 555 feet to the West boundary of U.S. 49 right-of-way, thence South 100 feet, thence West approximately 555 feet to the Section line and the point of beginning, less 60 feet of the West side which is designated as a street.

(Being the same property as that property conveyed in that Warranty Deed from Mrs. S. H. McInnis to W. R. Fairchild dated August 14, 1945 and recorded on February 25, 1946 in Book 89 at Page 150, in the Office of the Chancery Clerk of Forrest County, Mississippi)

LESS AND EXCEPT:

Begin 60 feet East of the Southwest corner of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼); thence run North along the East right-of-way of North 28th Avenue a distance of 193.5 feet to a point which shall be the Point of Beginning. From said Point of Beginning, continue North along the East right-of-way of North 28th Avenue 324.2 feet to a point; thence run East 100 feet; thence run North 100 feet, thence run East 385.5 feet to the West right-of-way of U. S. Highway 49; thence run South along the West right-of-way line 424.2 feet; thence run West approximately 495 feet to the East right-of- line of North 28th Avenue and the point of beginning. Such property being 4.5 acres, more or less.

A PUBLIC HEARING in relation to the above-described petition will be held at 1:00 p.m., December 1, 2021 in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard. Contact City Hall Planning Division for remote attendance options.

WITNESS my signature and the official seal of said City on this, the 4th day of November 2021.

CITY OF HATTIESBURG, MISSISSIPPI
BY: /s/ Kermas Eaton
CITY CLERK

(SEAL)

Published November 11, 2021

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C • Hattiesburg, MS 39403
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Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly 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: 1023 Published 1 times

Date 1st Published: Nov 11 Amt: 122.76

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 122.76

Proof of Publication Fee: 3.00

TOTAL: 125.76

(signed) Meghan Patten
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 11th
day of November, 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 - COH Land Development Hearing
☐ Invoice #: _____
☐ Inv. Crt/Mld: _____
☐ Pymt Rec.d: _____
☐ POP sent: _____

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by The City of Hattiesburg, as required in the Land Development Code, Ord. No. 3209, to establish the zoning classification for certain un-zoned properties located along J. Ed Turner Drive (Parcel 052B-03-004.101, 052B-03-004.102, 052B-03-004.103, 052B-03-004.104; PPIN 33783, 33784, 33785, 33786; Lamar Co., Ward 1) Section 4.5.3, R-1A (Residential) District. Said property being more particularly described as follows, to-wit:

PPIN 33783

A parcel of land located in the NW 1/4 of the NW 1/4 of Section 3, Township 4 North, Range 14 West, Lamar County, Mississippi, and being more particularly described as follows:

Commence at an iron pin found marking the NW corner of the said NW 1/4 of the NW 1/4; thence run East for 28.61 feet; thence run South for 30.12 feet to an iron pin found at the intersection of the southern right-of-way line of J. Ed Turner Drive and the eastern right-of-way line of Jackson Road, said point being the Point of Beginning; thence run North 88 degrees 58 minutes 41 seconds East along said southern right-of-way

line of said J. Ed Turner Drive for 1,161.33 feet to an iron pin set; thence run South 54 degrees 27 minutes 02 seconds West for 288.22 feet to an iron pin set; thence run South 79 degrees 32 minutes 43 seconds West for 299.10 feet to an iron pin set; thence run South 54 degrees 25 minutes 09 seconds West for 309.47 feet to an iron pin set; thence run South 69 degrees 54 minutes 50 seconds West for 409.24 feet to an iron pin set on the said eastern right-of-way line of said Jackson Road; thence run North 00 degrees 23 minutes 14 seconds East along said eastern right-of-way line for

521.76 feet back to the Point of Beginning. Said parcel contains 7.44 acres, more or less. Bearings in this description are based on a GPS observation of grid North.

PPINs 33782, 33784, 33785, 33786 (PPIN 33782 is already zoned R-1A):

A parcel of land located in the NW 1/4 of the NW 1/4 and the NE 1/4 of the NW 1/4 of Section 3, Township 4 North, Range 14 West, Lamar County, Mississippi, and being more particularly described as follows:

Commence at an iron pin found marking the NW corner of the said NW 1/4 of the NW 1/4; thence run East for 28.61 feet; thence run South for 30.12 feet to an iron pin found at the intersection of the southern right-of-way line of J. Ed Turner Drive and the eastern right-of-way line of Jackson Road; thence run South 00 degrees 23 minutes 14 seconds West along said eastern right-of-way line of said Jackson Road for 521.76 feet to an iron pin set; thence run South 00 degrees 33 minutes 45 seconds East along said eastern right-of-way line for 145.14 feet to an iron pin set, said point being the Point of Beginning; thence run North 71 degrees 34 minutes 21 seconds East for 476.23 feet to an iron pin set; thence run North 54 degrees 25 minutes 09 seconds East for 298.66 feet to an iron pin set; thence run North 79 degrees 32 minutes 43 seconds East for 256.74 feet to an iron pin set; thence run North 00 degrees 26 minutes 33 seconds West for 65.01 feet to an iron pin found; thence run North 68 degrees 47 minutes 20

seconds East for 78.42 feet to an iron pin set; thence run North 52 degrees 07 minutes 27 seconds East for 65.21 feet to an iron pin set; thence run North 31 degrees 55 minutes 08 seconds East for 71.09 feet to an iron pin set; thence run North 29 degrees 21 minutes 34 seconds East for 52.15 feet to an iron pin set; thence run North 63 degrees 33 minutes 21 seconds East for 56.61 feet to an iron pin set; thence run North 20 degrees 20 minutes 42 seconds East for 38.30 feet to an iron pin set; thence run North 33 degrees 03 minutes 09 seconds East for 20.51 feet to an iron pin set on the said southern right-of-way line of said J. Ed Turner Drive; thence run North 88 degrees 58 minutes 41 seconds East along said southern right-of-way line for 131.65 feet to an iron pin set; thence run North 88 degrees 59 minutes 36 seconds East along said southern right-of-way line for 183.64 feet to a mag nail set on the west line of the Mandalay Villas of Greystone; thence run South 00 degrees 27 minutes 03 seconds East along said west line for 877.04 feet to an iron pin set marking the SW corner of said Mandalay Villas of Greystone, said point also being on the northern right-of-way line of Longleaf Trace; thence run South 87 degrees 39 minutes 13 seconds West along said northern right-of-way line for 35.14 feet to a concrete marker found; thence run South 87 degrees 46 minutes 12 seconds West along said northern right-of-way line for 498.53 feet to a concrete marker found; thence run South 87 degrees 37 minutes 46 seconds West along said northern right-of-way line for 996.94 feet to a concrete marker found on the said eastern right-of-way line of said Jackson Road; thence run North 00 degrees 33 minutes 45 seconds West along said eastern right-of-way line for 245.10 feet back to the Point of Beginning. Said parcel contains 19.90 acres, more or less. Bearings in this description are based on a GPS observation of grid North.

A PUBLIC HEARING in relation to the above-described petition will be held at 1:00 p.m., December 1, 2021 in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard. Contact City Hall Planning Division for remote attendance options.

WITNESS my signature and the official seal of said City on this, the 4th day of November 2021.

CITY OF HATTIESBURG, MISSISSIPPI
BY: Is/ Kemas Eaton
CITY CLERK
(SEAL)
Published November 11, 2021



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Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly 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: 346 Published 1 times

Date 1st Published: Nov 11 Amt: 41.52

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Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 41.52

Proof of Publication Fee: 3.00

TOTAL: 44.52

(signed) Meaghan Patten
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 11th
day of November, 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 - Public Hearing COH
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by The City of Hattiesburg, as required in the Land Development Code, Ord. No. 3209, to close and vacate a portion of a street, which is located west of Richard Collins Dr., east of Dabbs St, North of Ruby Ave, and South of May Ave (Ward 2). Said property being more particularly described as follows, to-wit:

Request to vacate the East 55 feet of Fredna Avenue from Dabbs Street to Richard Collins Drive adjoining Blocks 16 and 17 of the J. H. Buschman Subdivision, located the SW ¼ of the NW ¼ of Section 15, T-4-N, R-13-W, Forrest County, Mississippi; more particularly described as Beginning at the Southwest corner of Lot 2, Block 16 of said J. H. Buschman Subdivision, and thence run East along the North Right-of-Way of Fredna Avenue for 55 feet to the Southeast corner of said Lot 2 and to the West Right-of-Way of Richard Collins Drive,

thence run South for 50 feet to the Northeast corner of Lot 1, Block 17, of said J. H. Buschman Subdivision and to the South Right-of-Way of Fredna Avenue, thence run West along the South Right-of-Way of Fredna Avenue for 55 feet to the Northwest corner of said Lot 1 and to the East Right-of-Way of Dabbs Street, thence run North for 50 feet back to the Point-of-Beginning. The above herein described portion of Fredna Avenue to be vacated contains 0.06 acres, more or less.

A PUBLIC HEARING in relation to the above-described petition will be held at 1:00 p.m., December 1, 2021 in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard. Contact City Hall Planning Division for remote attendance options.

WITNESS my signature and the official seal of said City on this, the 4th day of November 2021.

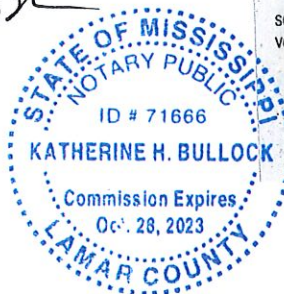
CITY OF HATTIESBURG, MISSISSIPPI

BY: /s/ Kermas Eaton

CITY CLERK

(SEAL)

Published November 11, 2021



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Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly 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: 581 Published 1 times

Date 1st Published: Nov 11 Amt: 69.72

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 69.72

Proof of Publication Fee: 3.00

TOTAL: 72.72

(signed) Meghan Patten
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 11th
day of November, 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 - Public Hearing Greg Hodges Rep
☐ Invoice #: _____
☐ Inv. Crt/Mld: _____
☐ Pymt Rec.d: _____
☐ POP sent: _____

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Greg Hodges, Representative, John C. Anglin, Engineer, and Merchants & Marine Bank, Owner, as required in the Land Development Code, Ord. No. 3209, to request a variance from section 6, Table 6.1 "Minimum Front Setback" for B-5, "30 feet", and instead allow a setback of 10 feet for a variance of 20 feet along Coca-Cola Ave for a proposed building to be located at 4607 Hardy St (Parcel 051Q-12-001.000, PPIN 21451, Lamar Co., Ward 3). Said property being more particularly described as follows, to-wit:

A part of the SE 1/4 of the NW 1/4 and a part of the NE 1/4 of the SW 1/4, all in Section 12, Township 4 North, Range 14 West, in the City of Hattiesburg, County of Lamar, State of Mississippi, being more particularly described as commencing at the SW corner of said SE 1/4 of NW 1/4, thence run North 00 degrees 01 minutes 45 seconds East along the West line of said SE 1/4 of the NW 1/4 for 60.13 feet; thence run South 89 degrees 03 minutes 03 seconds East for 100.0 feet to the Point of Beginning; thence continue South 89 degrees 03 minutes 03 seconds East for 95.60 feet to the Western edge of an access easement; thence run South 31 degrees 07 minutes 50 seconds East along said Western edge for 47.73 feet; thence continue along said Western edge and South 30 degrees 05 minutes 07 seconds East for 63.84 feet; thence continue along said Western edge and South 35 de-

grees 33 minutes 40 seconds East for 46.18 feet; thence continue along said Western edge and along an arc to the left for 47.28 feet, said arc having a radius of 146.87 feet, and a chord bearing of South 43 degrees 20 minutes 30 seconds East and a distance of 47.08 feet; thence continue along said Western edge and along an arc to the right of 33.66 feet; said arc having a radius of 126.0 feet, and a chord bearing of South 41 degrees 01 minutes 26 seconds East and a distance of 33.56 feet; thence continue along said Western edge and South 21 degrees 53 minutes 41 seconds East for 50.14 feet; thence continue along said Western edge and South 10 degrees 25 minutes 03 seconds East for 37.87 feet to the Northerly right of way (ROW) line of U.S. Highway 98; thence run South 79 degrees 34 minutes 57 seconds West along said ROW for 200.0 feet; thence run North 10 degrees 36 minutes 05 seconds West for 311.38 feet to the Point of Beginning, containing 1.056 acres, more or less.

LESS AND EXCEPT all of the oil, gas and other minerals in, on and under the above described property, together with all rights relating thereto, that have heretofore been excepted, reserved and/or conveyed by prior owners.

A PUBLIC HEARING in relation to the above-described petition will be held at 3:30 p.m., Wednesday, December 1, 2021 in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Board of Adjustment of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard. Contact City Hall Planning Division for remote attendance options.

WITNESS my signature and the official seal of said City on this, the 4th day of November 2021.

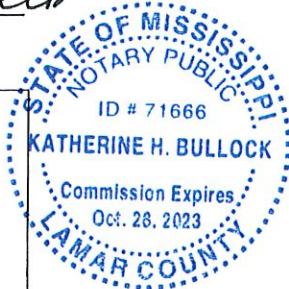
CITY OF HATTIESBURG, MISSISSIPPI

BY: /s/ Kermas Eaton

CITY CLERK

(SEAL)

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Total # of Words: 425 Published 1 times

Date 1st Published: Nov 11 Amt: 51.00

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Date 4th Published: _____ Amt: _____

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Subtotal Printer's Fee: 51.00

Proof of Publication Fee: 3.00

TOTAL: 54.00

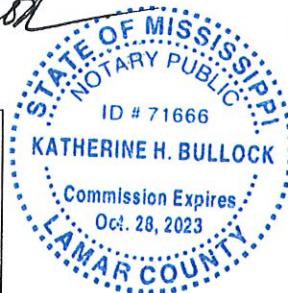
(signed) Meghan Patton
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 11th
day of November, 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 - Public Hearing Justin Woodward
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Justin Woodward, Representative, and Roddy Rumbley, Owner, as required in the Land Development Code, Ord. No. 3209, to request a variance from section 10, Table 10.6 "Minimum Front Sign Setback" for a pole sign in B-5, "10 ft" and instead allow a sign setback of 0 feet for a variance of 10 feet along US HWY 98 W for a proposed sign to be located at 6439 US HWY 98 W (Parcel 052N-09-032.001, PPIN 35094, Lamar Co., Ward 3). Said property being more particularly described as follows, to-wit:

A parcel of land located in the SE 1/4 of the SW 1/4 of Section 9, Township 4 North, Range 14 West, Lamar County, Mississippi

and being more particularly described as follows:

Commence at the northwest corner of the SE 1/4 of the SW 1/4 of said Section 9; thence run East for 476.14 feet; thence run South for 916.55 feet to a point on the south right-of-way of a paved road, said point also being the Point of Beginning; thence run along said south right-of-way for the following calls: North 85 degrees 30 minutes 11 seconds East for 78.90 feet; thence run along a curve to the left for 100.81 feet, said curve having a radius of 3127.90 feet, an included angle of 01 degree 50 minutes 48 seconds, a chord length of 100.80 feet, and a chord bearing of North 84 degrees 34 minutes 47 seconds East; thence run North 83 degrees 39 minutes 23 seconds East for 45.57 feet; thence leaving said south right-of-way run South 00 degrees 58 minutes 45 seconds East for 290.56 feet to the north right-of-way of U.S. Highway 98; thence run South 86 degrees 04 minutes 38 seconds West along said north right-of-way for 229.80 feet; thence run North for 285.50 feet back to the Point of Beginning.

Said Parcel contains 1.50 acres more or less.

A PUBLIC HEARING in relation to the above-described petition will be held at 3:30 p.m., Wednesday, December 1, 2021 in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Board of Adjustment of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard. Contact City Hall Planning Division for remote attendance options.

WITNESS my signature and the official seal of said City on this, the 4th day of November 2021.

CITY OF HATTIESBURG, MISSISSIPPI

BY: /s/ Kemas Eaton

CITY CLERK

(SEAL)

Published November 11, 2021

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: 630 Published 1 times

Date 1st Published: Nov 11 Amt: 75.60

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 75.60

Proof of Publication Fee: 3.00

TOTAL: 78.60

(signed) Meghan Patta
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 11th
day of November, 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 - Public Hearing Forrest Dunigan
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Forrest Dunigan, Engineer, and Lynn Crosby Gammill, Owner, and SDP MS Hattiesburg 1, LLC, Applicant, as required in the Land Development Code, Ord. No. 3209, to request a variance from section 5.4.36.4, which states: no part of the active use area of a drive through restaurant, including the drive through, menu, and window, may be located closer than three hundred (300) feet to a lot containing a legal, conforming residential use, and instead allow for a distance of one hundred and twenty two point seven (122.7) feet of the active area of a drive through for a restaurant to a lot containing a legal, conforming residential use for a proposed development for undeveloped lots in the 3100 block of Hardy St (Parcel No. 2-028N-07-095.00, 2-028N-

07-094.00, 2-028N-07-096.01; PPINs 26490, 26488, 44474). Said property being more particularly described as follows, to-wit: A part of the NW 1/4 of the SE 1/4 of Section 7, T-4-N, R-13-W, in the City of Hattiesburg, County of Forrest, State of Mississippi,, having bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of (-)00° 15' 41.69" and using grid distances with a combined factor of 0.999972142 (determined at the Point of Beginning) and being more particularly described as follows:

Commence at the NE corner of the NW 1/4 of the SE 1/2 of said Section 7; thence South 00° 08' 40" West for 40.00 feet to the former North right-of-way of Hardy Street; thence North 88° 45' 25" West along said former right-of-way for 325.00 feet to a 1/2" iron pin found to the POINT OF BEGINNING, said point having grid coordinates of N = 663981.98, E = 827143.30; thence continue North 88° 45' 25" West along the North right-of-way of Hardy Street for 165.02 feet to a 1/2" metal pipe found; thence continue North 88° 40' 46" West along said North right-of-way for 160.13 feet to a 1/2" crimped top pipe; thence leaving said North right-of-way, run South 00° 14' 56" West for 198.19 feet along the west boundary of the property described in Deed Book 451 at Page 147 on file in the office of the Chancery Clerk of Forrest County, Mississippi, to a 1/2" metal pipe found; thence leaving the boundary of said property, run South 00° 09' 31" West for 100.03 feet to a 1/2" iron pin found; thence South 88° 51' 55" East for 149.94 feet to a 1/2" iron pin found on the West boundary of the property described in Deed Book 739 at Page 280; thence North 00° 09' 44" East along said West boundary for 92.64 feet to a 1/2" metal pipe found; thence South 88° 45' 39" East along the North line of said property for 175.28 feet to a 1/2" iron pin found on the West boundary of the 31st Avenue Retail, LLC property recorded in Deed Book 1248 at Page 330; thence North 00° 09' 34" East along said West line for 205.08 feet back to the Point of Beginning. Said parcel contains 1.85 acres more or less.

A PUBLIC HEARING in relation to the above-described petition will be held at 3:30 p.m., Wednesday, December 1, 2021 in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Board of Adjustment of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard. Contact City Hall Planning Division for remote attendance options.

WITNESS my signature and the official seal of said City on this, the 4th day of November 2021.

CITY OF HATTIESBURG, MISSISSIPPI
BY: /s/ Kemas Eaton
CITY CLERK
(SEAL)

Published November 11, 2021



Hattiesburg Publishing, Inc.

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Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, 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: 248 Published 1 times

Date 1st Published: Nov 18 Amt: 29.76

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 29.76

Proof of Publication Fee: 3.00

TOTAL: 32.76

(signed) Meghan Patten
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 18th
day of November, 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 - PUBLIC NOTICE - HPFL-MPO FY22 Meeting
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

PUBLIC NOTICE

Hattiesburg-Petal-Forrest-Lamar
Metropolitan Planning Organization
HPFL-MPO Meeting Dates for
2021-2022

HPFL-MPO Meetings

HPFL-MPO Technical Committee meetings are scheduled for the 2nd Wednesday of each quarter, and HPFL-MPO Policy Committee meetings are scheduled for the 4th Wednesday of each quarter, with some exceptions. All meetings are held at the Hattiesburg Intermodal Facility located at 308 Newman Street, Hattiesburg MS at 10 a.m.

PUBLIC PARTICIPATION

Public participation in the transportation planning process is encouraged. All meetings of the Policy and Technical committee meetings are open to the public. Members of the public may request time on the agenda of the HPFL-MPO committees to comment on specific subjects of interest to the representatives. A minimum of two weeks advance notice should be given for requested agenda time. Agendas for regular meetings also include time for general public comments. Virtual attendance by phone or computer may also be arranged by contacting the MPO office at 601.545.6259 at least one day in advance of the meeting.

MPO 2020-2021 MEETING DATES

OCTOBER 13, 2021
Technical Committee
OCTOBER 27, 2021
Policy Committee
JANUARY 12, 2022
Technical Committee
JANUARY 26, 2022
Policy Committee
APRIL 13, 2022
Technical Committee
APRIL 27, 2022
Policy Committee
JULY 13, 2022
Technical Committee
JULY 27, 2022
Policy Committee
OCTOBER 12, 2022
Technical Committee
OCTOBER 26, 2022
Policy Committee

Anyone who may require auxiliary aids or special accommodations to participate should advise the HPFL-MPO at least 10 business days in advance by calling 601.554.1008 or emailing aesters@hattiesburgms.com.
Published November 18, 2021



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: 3x8 Published 1 times

Date 1st Published: Nov 11 Amt: 432.00

Date 2nd Published: Nov 18 Amt: 432.00

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 864.00

Proof of Publication Fee: 3.00

TOTAL: 867.00

(signed) Meepham Patten
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 11th
day of November, 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 - Notice of public hearing
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

NOTICE OF PUBLIC HEARINGS AND COMMENT PERIOD FOR THE CITY OF HATTIESBURG, MISSISSIPPI REDISTRICTING PLAN

The City of Hattiesburg will be holding public hearings for proposed redistricting plans. Every ten years following the decennial census, ward lines must be redrawn so that each ward is substantially equal in population. This process, called redistricting, is important to ensure population equality and voting rights protection. Public Hearings will be held for the purpose of reviewing the proposed redistricting plans and to receive written and oral comments.

The Public Hearings schedule is as follows:

WARD 1	Monday, November 22, 2021 from 6:00 pm – 7:30 pm Location: Thad Cochran Center – #216 Barbara Ross Room (USM Campus) 121 W. Memorial Drive Thad Cochran Center, Hattiesburg, MS 39406
WARD 2	Monday, November 29, 2021 from 6:00 pm – 7:30 pm Location: Historic Eureka School cafeteria 410 E. 6th Street, Hattiesburg, MS 39401
WARD 3	Tuesday, November 30, 2021 from 6:00 pm – 7:30 pm Location: University Baptist Church 3200 W. Arlington Loop, Hattiesburg, MS 39401
WARD 4	Tuesday, November 16, 2021 from 6:00 pm – 7:30 pm Location: Jackie Dole Sherrill Community Center 220 W. Front Street, Hattiesburg, MS 39401
WARD 5	Thursday, November 18, 2021 from 6:00 pm – 7:30 pm Location: Mt. Olive Baptist Church sanctuary 1313 Country Club Road, Hattiesburg, MS 39401

The proposed redistricting plans may also be viewed on the city's website at www.hattiesburgms.com/council/redistricting or they will be available for review in the Council Clerk's office located on the 2nd floor of City Hall, 200 Forrest Street, Hattiesburg, MS 39401 between the hours of 8:00 AM to 5:00 PM, Monday through Friday.

Written comments related to the redistricting plan will be accepted until December 10, 2021 at 5:00 PM. Comments can be mailed to City Hall, Council Office, P.O. Box 1898, Hattiesburg, MS 39403-1898 or emailed to council@hattiesburgms.com.

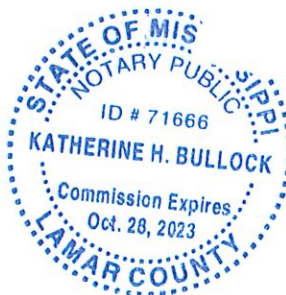
If you have any questions regarding this information, please contact the City Council Office at (601) 545-4551 or email at council@hattiesburgms.com.

CITY OF HATTIESBURG, MISSISSIPPI

/s/ Kermas Eaton

BY: _____
CITY CLERK

Published November 11, 18, 2021





Memorandum

To: Mayor Toby Barker and Members of City Council
From: Cecilia Jones
cc: Kermas Eaton, City Clerk
Date: Tuesday, December 21, 2021
Re: Acknowledge receipt of the Privilege Tax License monthly report for November 2021.
File Number: 2021-1398
Minute Book #

Summary

Acknowledge receipt of the Privilege Tax License monthly report for November 2021.

Recommendation Statement

Recommend Acknowledgement of receipt of Privilege Tax License monthly report for November 2021.

Please place this on the December 21, 2021 City Council meeting for consideration.

PRIVILEGE LICENSE MONTHLY REPORT

11/01/2021 TO 11/30/2021

New Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name, & Address of Business</u>
LIC-02-21-021021	\$45.00		EDWARD JONES P.O. BOX 66719 ATTN TAX 95035 SAINT LOUIS MO 63166
LIC-04-21-021383	\$15.00		IKKO 6133 HWY 98 HATTIESBURG MS 39402
LIC-04-21-021384	\$55.00		IKKO 6133 HWY 98 HATTIESBURG MS 39402
LIC-05-21-021601	\$1,865.00		PENNEY OpCo LLC 1000 TURTLE CREEK DR HATTIESBURG MS 39402
LIC-05-21-021602	\$30.00		PENNEY OpCo LLC 1000 TURTLE CREEK DR HATTIESBURG MS 39402
LIC-07-19-016368	\$45.00		TRACTION SPORTS PERFORMANCE 105 MEDICAL PARK HATTIESBURG MS 39401
LIC-07-21-021959	\$0.00		VITAL CARE INFUSION SERVICES OF HATTIESBURG 115 S 40TH AV HATTIESBURG MS 39402
LIC-07-21-022019	\$45.00		GRANTS UNLIMITED LLC P O BOX 18154 HATTIESBURG MS 39401
LIC-07-21-022021	\$30.00		GRILL AND GROCERY 121 E PINE ST HATTIESBURG MS 39401
LIC-07-21-022022	\$2.50		GRILL AND GROCERY 121 E PINE ST HATTIESBURG MS 39401
LIC-09-21-022775	\$88.00		HATTIESBURG CLINIC,CCC,HYPERTENSION,S. 28TH FAMILY MEDICINE 1101 S 28TH AV STE A HATTIESBURG MS 39402
LIC-09-21-022797	\$45.00		HANDY PANTRY 1 2425 W 4TH ST HATTIESBURG MS
LIC-09-21-022798	\$15.00		HANDY PANTRY 1 2425 W 4TH ST HATTIESBURG MS
LIC-09-21-022799	\$45.00		LA ESPERANZA 1205 KINNARD ST HATTIESBURG MS 39401
LIC-10-19-017372	\$45.00		BENESSERE PARTNERS, LP 3225 W 4TH ST HATTIESBURG MS 39401
LIC-10-21-022916	\$45.00		TRATTORIA PIZZERIA 128 E FRONT ST HATTIESBURG MS 39401

LIC-10-21-022917	\$15.00	TRATTORIA PIZZERIA 128 E FRONT ST HATTIESBURG MS 39401
LIC-10-21-022986	\$45.00	MAGIC HANDS MECHANIC 5430 HWY 42 HATTIESBURG MS 39401
LIC-10-21-022994	\$45.00	HONEY CLOTHING CO. 6414 US HWY 98 STE 10 HATTIESBURG MS 39402
LIC-10-21-023037	\$20.00	A AND D REMODELING LLC 11130 ORA LN MOBILE AL 36608
LIC-10-21-023052	\$61.00	MS PAIN & MIGRAINE 4 WILLOW PT STE 1 HATTIESBURG MS 39402
LIC-10-21-023083	\$45.00	FIRST COUSIN PROPERTIES, LLC 44 SWEET MAPLE TRC PETAL MS 39465
LIC-10-21-023084	\$55.00	ALTRUISTIC CARE LLC 610 ADELINE ST STE 2 A HATTIESBURG MS 39402
LIC-11-21-023120	\$30.00	BUILDPRO LLC 22171 MCH RD MANDEVILLE LA 70471
LIC-11-21-023127	\$45.00	EAGLE LABS I 4 WILLOW PT STE 40 HATTIESBURG MS 39402
LIC-11-21-023134	\$20.00	AM EQUITY REALTY 104 PRESLEY DR HATTIESBURG MS 39401
LIC-11-21-023135	\$10.00	THE MAT AT MIDTOWN 528 N 38TH AVENUE HATTIESBURG MS 39402-
LIC-11-21-023139	\$250.00	BOUJEE BOSS POP UP MARKET 1000 TURTLE CREEK DR 480 HATTIESBURG MS 39402
LIC-11-21-023153	\$45.00	AISSA AFRICAN HAIR BRAIDING 1910 HARDY ST STE E HATTIESBURG MS 39402
LIC-11-21-023169	\$20.00	BRM CREDIT SENSE 4124 W 4TH ST APT. 2507 HATTIESBURG MS 39401
LIC-11-21-023182	\$20.00	S & S BOUTIQUE 71 VICKERS CIR HATTIESBURG MS 39401
LIC-11-21-023213	\$20.00	JB'S TREATS & EATS, LLC 4 YARDING PT HATTIESBURG MS 39401
LIC-11-21-023277	\$20.00	PERKS TREE MASTERS LLC 2047 OLD HWY 24 HATTIESBURG MS 39402
LIC-11-21-023284	\$20.00	RICH ROUTE LLC 100 BANKSTON ARM DR APT. A-1 HATTIESBURG MS 39401
34	\$3,201.50	

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name, & Address of Business</u>
--------------------	---------------	----------------	---

LIC-02-21-020932	\$20.00		THE MAT AT MIDTOWN 528 N 38TH AVENUE HATTIESBURG MS 39402-
LIC-11-21-023086	\$30.00		MSP ENTERPRISES LLC 683 R V LINDLEY RD MOSELLE MS 39059
LIC-11-21-023087	\$20.00		HATTIESBURG SELF STORAGE 1060 ORTEGA WAY B PLACENTIA CA 92870-
LIC-11-21-023088	\$20.00		MAIN STREET BOOKS 210 S MAIN STREET HATTIESBURG MS 39401-
LIC-11-21-023089	\$45.00		TOPHER'S ROCK N ROLL GRILL 5252 OLD HWY 11 HATTIESBURG MS 39402
LIC-11-21-023090	\$20.00		LAB TEST DEPOT 6242 HWY 98 W STE 60 HATTIESBURG MS 39402-
LIC-11-21-023091	\$1,680.00		DILLARD'S 1000 TURTLE CREEK DRIVE HATTIESBURG MS 39402-
LIC-11-21-023092	\$75.00		HATTIESBURG PARTY STORE 47030 CONRAD E ANDERSON ST HAMMOND LA 70401
LIC-11-21-023093	\$20.00		HALL-FAIRLEY FUNERAL SERVICES 710 HALL AVENUE HATTIESBURG MS 39401-
LIC-11-21-023094	\$30.00		EAGLE FLATTS 105 DOLEAC DRIVE HATTIESBURG MS 39401
LIC-11-21-023095	\$30.00		Manning Gross + Massenburg LLP 1700 S 28TH AV STE D HATTIESBURG MS 39402
LIC-11-21-023096	\$20.00	\$2.80	ANJAH AND ASSOCIATE TAX 2619 LINCOLN RD HATTIESBURG MS 39401
LIC-11-21-023097	\$20.00		JAMES & JAMES AUTO EXCHANGE, LLC 5748 HIGHWAY 49 HATTIESBURG MS 39401
LIC-11-21-023098	\$20.00		B & F DISTRIBUTORS, LLC 3203 FERNWAY DRIVE HATTIESBURG MS 39401-0000
LIC-11-21-023099	\$20.00		GLAMOUR NAILS 6111 HWY 98 STE 40 HATTIESBURG MS 39402
LIC-11-21-023100	\$33.00		BENJAMIN F. EDWARDS & COMPANY 1 N BRENTWOOD BLVD STE 850 ST LOUIS MO 63105
LIC-11-21-023101	\$30.00		LINCOLN DENTAL ARTS 4301 LINCOLN RD STE 20 HATTIESBURG MS 39402
LIC-11-21-023102	\$40.00		IT'S FASHION METRO #7629 5912 HIGHWAY 49 A-1B HATTIESBURG MS
LIC-11-21-023103	\$50.00		BATH & BODY WORKS # 788 PO BOX 182515 COLUMBUS OH 43218-

LIC-11-21-023105	\$250.00		JO-ANN STORE #2491 4501 HARDY ST STE 30 HATTIESBURG MS 39402
LIC-11-21-023106	\$30.00		CRONIN FAMILY DENTISTRY, P. A. 112 LAMAR BLVD HATTIESBURG MS 39402
LIC-11-21-023107	\$30.00		INTERNATIONAL HOUSE OF PANCAKE 2904 HARDY STREET HATTIESBURG MS 39401-
LIC-11-21-023108	\$30.00		ADVANCED BUILDING PRODUCTS 103 INDUSTRIAL DR HATTIESBURG 39401
LIC-11-21-023109	\$20.00		KNIGHT/WATTS INVESTMENT MANAGEMENT GROUP, LLC 32 MILBRANCH RD STE 10 HATTIESBURG MS 39402
LIC-11-21-023110	\$63.00		AUTOMOTIVE GLASS SPECIALIST, INC 607 ADELINE STREET HATTIESBURG MS 394010000
LIC-11-21-023111	\$440.00		NAPA AUTO PARTS OF HATTIESBURG 7068 US 49 HATTIESBURG MS 39401
LIC-11-21-023112	\$30.00		AAA ANSWERPHONE & DOCTORS EXCHANGE 6068 HWY 49 HATTIESBURG MS 39401
LIC-11-21-023113	\$25.00		CLOUD 9 VAPORS 6086 HWY 98 STE 10 HATTIESBURG MS 39402
LIC-11-21-023114	\$20.00		DUNBAR REAL ESTATE, INC 610 W PINE STREET HATTIESBURG MS 39401-
LIC-11-21-023115	\$20.00		DENTAL SERVICES OF SOUTH MS P. A. 2019 HARDY STREET HATTIESBURG MS 39401-
LIC-11-21-023116	\$30.00		ELEDENT 1904 HARDY STREET HATTIESBURG MS 39401-
LIC-11-21-023118	\$150.00		SAVILINX 5912 US HWY 49 STE C-11 HATTIESBURG MS 39401
LIC-11-21-023119	\$20.00		CHARLEY'S PHILLY STEAK 1000 TURTLE CREEK DRIVE 310 HATTIESBURG MS 39403
LIC-11-21-023122	\$20.00		TRENDZ 1000 TURTLE CREEK DRIVE STE 800 HATTIESBURG MS 39402
LIC-11-21-023123	\$20.00	\$2.20	PETAL MUFFLER & GLASS 5383 HIGHWAY 42 HATTIESBURG MS 394010000
LIC-11-21-023124	\$20.00		SOAP N' SUDS 1900 HILL ST HATTIESBURG MS 39402
LIC-11-21-023125	\$90.00		CHICK-FIL-A 6099 HIGHWAY 98 W HATTIESBURG MS 39402-
LIC-11-21-023126	\$33.00		HI-FI CRUISIN 106 SHEFFIELD LOOP HATTIESBURG MS 39402-

LIC-11-21-023128	\$20.00		HEALING HANDS OF COMFORT 115 THORNHILL DR STE A HATTIESBURG MS 39402
LIC-11-21-023129	\$93.00		COWBOY MALONEY'S ELECTRIC CITY 1313 HARDING STREET JACKSON MS 392020000
LIC-11-21-023130	\$20.00		LISAS UNLIMITED STYLES 3305 LUPER DRIVE HATTIESBURG MS 394010000
LIC-11-21-023133	\$20.00	\$2.60	COMPLIANCE ENVIROSYSTEMS, LLC 1401 SEABORD DRIVE BATON ROUGE LA 70810-
LIC-11-21-023136	\$20.00		ASSOCIATED CONTRACTORS INC 5729 HIGHWAY 49 S 11 HATTIESBURG MS 39401
LIC-11-21-023137	\$20.00		SOUTHERN BEHAVIORAL MEDICINE ASSOC . PLLC 1 COMMERCE DR STE 106 HATTIESBURG MS 39402
LIC-11-21-023140	\$20.00		HATTIESBURG TATTOO LLC 2201 HARDY ST HATTIESBURG MS 39401
LIC-11-21-023141	\$30.00		TERRY SERVICE INC 500 CAMPBELL LOOP STE 70 HATTIESBURG MS
LIC-11-21-023142	\$30.00		SUPERTALK MISSISSIPPI 5266 OLD HWY 11 STE 120 HATTIESBURG MS 39402
LIC-11-21-023143	\$20.00		JAMES CHANNELL SALON AND SPA, LLC 310 2ND AV HATTIESBURG MS 39401-
LIC-11-21-023144	\$20.00		QUICK CASH #3040 5891 HIGHWAY 49 STE 30 HATTIESBURG MS 39401
LIC-11-21-023145	\$20.00		HEAVEN'S GATES MINI STORAGE 929 RICHBURG ROAD HATTIESBURG MS
LIC-11-21-023146	\$69.00		LIL BUTCHER SHOPPE POST OFFICE BOX 1509 PURVIS MS 39475
LIC-11-21-023147	\$20.00		SOUTHFORK INVESTMENTS LLC 25 FAIR LAKE DRIVE HATTIESBURG MS 39402-
LIC-11-21-023148	\$20.00		THAMES CPA FIRM, PLLC 6284 HWY 98 W HATTIESBURG MS 39403
LIC-11-21-023149	\$20.00		SOUTHERN COURT SERVICES, LLC 301 HARDY ST HATTIESBURG MS 39401
LIC-11-21-023150	\$20.00		THE SHERWIN-WILLIAMS CO. PO BOX 6027 ATTN: TAX DEPARTMENT CLEVELAND OH 44101-
LIC-11-21-023151	\$30.00		ROTO ROOTER PLUMBING SERVICE 300 KANSAS LANE MONROE LA 71203
LIC-11-21-023152	\$20.00		LITTLE LANE 6555 HWY 98 W HATTIESBURG MS 39403

LIC-11-21-023154	\$84.00		SOUTHERN CARE, INC. 4700 HARDY STREET STE Y HATTIESBURG MS 39401
LIC-11-21-023156	\$20.00	\$2.40	GRAHAM'S ONE STOP SHOP 616 MOBILE ST HATTIESBURG MS 39401
LIC-11-21-023158	\$15.00	\$7.50	GRAHAM'S ONE STOP SHOP 616 MOBILE ST HATTIESBURG MS 39401
LIC-11-21-023159	\$20.00	\$2.20	LIL' GENTS PALACE 1240 BEVERLY HILLS DR #2 C HATTIESBURG MS 39401
LIC-11-21-023160	\$20.00	\$2.40	JERRY'S SEASONED FOOD 800 BOUIE ST HATTIESBURG MS 39401
LIC-11-21-023161	\$15.00	\$7.50	JERRY'S SEASONED FOOD 800 BOUIE ST HATTIESBURG MS 39401
LIC-11-21-023166	\$20.00		RICHARDSON HEAT/AIR & ELECTRICAL 13 RICHARDSON ROAD PETAL MS 39465-
LIC-11-21-023171	\$20.00	\$2.40	HUB CITY BEERS 1715 HARDY ST HATTIESBURG MS 39401
LIC-11-21-023172	\$15.00	\$7.50	HUB CITY BEERS 1715 HARDY ST HATTIESBURG MS 39401
LIC-11-21-023174	\$0.00		LENDMARK FINANCIAL SERVICES LLC 6117 HWY 98 40 HATTIESBURG MS 39403
LIC-11-21-023175	\$20.00	\$2.40	ELEGANT DESIGNS, LLC 102 N 10TH AV HATTIESBURG MS 39401
LIC-11-21-023176	\$93.00		ADCOCK POOL SPA AND BILLIARDS 6192 HIGHWAY 98 W HATTIESBURG MS 39402
LIC-11-21-023177	\$20.00		BARGAINS & BLESSINGS 301 E 2ND STREET HATTIESBURG MS 39401
LIC-11-21-023178	\$20.00		PAPA JOHN'S PIZZA 2902 HARDY STREET HATTIESBURG MS 39401
LIC-11-21-023179	\$30.00		HOLLAND VETERINARY HOSPITAL P. A. 5163 HIGHWAY 49 S HATTIESBURG MS 39401
LIC-11-21-023180	\$20.00		BLONDIE TOO 5215 OLD HWY 11 STE 82 HATTIESBURG MS 39402
LIC-11-21-023186	\$20.00		CLIFF'S QUICK LUBE & AUTO REPAIR 6100 HWY 49 HATTIESBURG MS 39401
LIC-11-21-023191	\$560.00		MISSISSIPPI AG CO., INC. 441 HALEY BARBOUR PKWY YAZOO CITY MS 39194
LIC-11-21-023192	\$20.00	\$2.20	LOR'S GIFTS #142 2125 CHENAULT DR STE 100 CARROLLTON TX 75006

LIC-11-21-023193	\$33.00		REGIONS BANK 4800 HARDY STREET HATTIESBURG MS 39401
LIC-11-21-023194	\$60.00		WHLT-22 NEXSTAR MEDIA GROUP 5412 HIGHWAY 49 A HATTIESBURG MS 39401
LIC-11-21-023195	\$75.00		BLENDSCO, INC. 8 JM TATUM INDUSTRIAL DRIVE HATTIESBURG MS
LIC-11-21-023196	\$30.00		HANCOCK WHITNEY BANK 2007 LINCOLN RD HATTIESBURG MS 39402
LIC-11-21-023197	\$30.00		SUPERCUTS 6068 HIGHWAY 49 #4 HATTIESBURG MS 39402-
LIC-11-21-023198	\$20.00		GREENVIEW IRRIGATION & LAWN MAINT . LLC P O BOX 18191 HATTIESBURG MS 39404
LIC-11-21-023199	\$33.00		PINE BELT VETERINARY HOSPITAL 7436 HIGHWAY 49 N HATTIESBURG MS
LIC-11-21-023200	\$20.00		TAYLOR MOTOR SALES, INC 600 BROADWAY DRIVE HATTIESBURG MS 39401
LIC-11-21-023201	\$30.00	\$3.90	THE VILLAGE SALON 560 WEATHERSBY RD STE 90 HATTIESBURG MS 39402
LIC-11-21-023205	\$20.00		WHICH WICH 6109 HWY 98 STE 60 HATTIESBURG MS 39402
LIC-11-21-023206	\$50.00		ZUMIEZ INC. # 696 4001 204TH ST SW LYNNWOOD WA 98036
LIC-11-21-023207	\$20.00		JERRY'S CATERING 310 HALL AVENUE HATTIESBURG MS 39401
LIC-11-21-023209	\$20.00		APPLIANCES,ETC.LLC. 5635 HIGHWAY 42 HATTIESBURG MS
LIC-11-21-023212	\$30.00	\$5.70	BAKER DISTRIBUTING CO #920 1519 N MAIN ST HATTIESBURG MS 39401
LIC-11-21-023214	\$20.00	\$3.20	COMMERCIAL COMMUNICATIONS, LLC 5211 HWY 42 HATTIESBURG MS 39401
LIC-11-21-023215	\$0.00	\$0.00	COMSOUTH INC. 5211 HIGHWAY 42 HATTIESBURG MS 39401
LIC-11-21-023216	\$0.00	\$0.00	COMSOUTH INC. 5211 HIGHWAY 42 HATTIESBURG MS 39401
LIC-11-21-023217	\$0.00	\$0.00	COMSOUTH INC. 5211 HIGHWAY 42 HATTIESBURG MS 39401
LIC-11-21-023219	\$20.00		BLITZ THE GLITZ 708 IDA AV HATTIESBURG MS 39401

LIC-11-21-023222	\$45.00	\$3.40	A PRO TOWING 1701 E HARDY STREET HATTIESBURG MS 39401
LIC-11-21-023224	\$20.00	\$4.00	HATTIESBURG TRANSPORTATION SERVICES 102 LINDEN CT HATTIESBURG MS 39401
LIC-11-21-023227	\$20.00	\$2.20	CURTIS WAITES MOBILE HOME PARK 310 GENEVA STREET HATTIESBURG MS 39401
LIC-11-21-023228	\$20.00		GO YOUNG FASHION 125 E PINE STREET HATTIESBURG MS 39401
LIC-11-21-023229	\$20.00	\$2.20	C & C CLEANING 925 ATLANTA ST HATTIESBURG MS 39401
LIC-11-21-023230	\$20.00	\$2.40	LANDARC CONSULTING GROUP, LLC 308 4TH AV HATTIESBURG MS 39401
LIC-11-21-023231	\$87.00		PINE BELT CDJR INC 401 BROADWAY DR HATTIESBURG MS 39401
LIC-11-21-023232	\$150.00		HATTIESBURG MEDICAL PARK MGT CORP . 100 W PINE STREET HATTIESBURG MS 394010000
LIC-11-21-023233	\$20.00		FORREST FUNERAL HOME, LLC 1258 RICHBURG ROAD HATTIESBURG MS 39404
LIC-11-21-023234	\$20.00		L & D PAINTING 28 SHARMONT DRIVE HATTIESBURG MS 39402-
LIC-11-21-023235	\$20.00		AMERICAN WOOD 2100 HARDY ST HATTIESBURG MS 39401
LIC-11-21-023236	\$45.00	\$2.20	JD'S CHEAP TOW LLC 610 WEST ST HATTIESBURG MS 39401
LIC-11-21-023240	\$200.00	\$24.00	PINE BELT INDUSTRIAL SUPPLY 1406 CORINNE STREET HATTIESBURG MS 39401-
LIC-11-21-023241	\$54.00		ANDERSON CARPET ONE FLOOR & HOME PO BOX 16055 HATTIESBURG MS 394040000
LIC-11-21-023242	\$0.00	\$0.00	HUGHES SUPPLY 2001 JOSHUA RD LAFAYETTE HILL PA 19444
LIC-11-21-023243	\$0.00	\$0.00	HUGHES SUPPLY 1526 N MAIN ST HATTIESBURG MS 39401
LIC-11-21-023244	\$0.00	\$0.00	HUGHES SUPPLY 2001 JOSHUA RD LAFAYETTE HILL PA 19444
LIC-11-21-023246	\$20.00		HATTIESBURG URGENT CARE P O BOX 1248 OCEAN SPRINGS MS 39564-
LIC-11-21-023247	\$30.00		CITIZENS NATIONAL BANK 4599 HARDY STREET HATTIESBURG MS 39402-

LIC-11-21-023248	\$33.00		SYSKO FOOD SERVICES OF JACKSON, LLC P.O. BOX 8000 STREET MONSEY NY 10952
LIC-11-21-023252	\$20.00	\$3.00	LAWRENCE, CHARLES 606 1/2 JOHN ST HATTIESBURG MS 39401
LIC-11-21-023255	\$20.00		RAYMOND, JAMES & ASSOCIATES, INC 612 N MAIN STREET HATTIESBURG MS 39401
LIC-11-21-023256	\$80.00		SOFIDEL AMERICA CORP. 176 W L RUNNELS INDUSTRIAL DR HATTIESBURG MS 39401
LIC-11-21-023257	\$0.00	\$0.00	SMELLS LAST FOREVER 1315 CHERRY ST HATTIESBURG MS 39401
LIC-11-21-023258	\$20.00		CAMPER CITY 7166 HIGHWAY 49 N HATTIESBURG MS 39402-
LIC-11-21-023259	\$20.00		BY-PASS VARIETY 5448 OLD HIGHWAY 42 BYPASS HATTIESBURG MS 39401-
LIC-11-21-023262	\$20.00	\$3.80	CLAN OF THE RED CLAW TATTOOS 119 E PINE ST HATTIESBURG MS 39401
LIC-11-21-023263	\$20.00		NEEDFUL THINGS 2413 W 4TH ST HATTIESBURG MS 39401
LIC-11-21-023265	\$63.00		HORNE LLP 15 THOMPSON PARK STE 10 HATTIESBURG MS 39401
LIC-11-21-023266	\$150.00		AARON'S SALES & LEASE OWNERSHIP POST OFFICE BOX 100039 KENNESAW GA 301569239
LIC-11-21-023267	\$1,360.00		DICK'S SPORTING GOODS 1000 TURTLE CREEK DRIVE STE 129 HATTIESBURG MS 39402-
LIC-11-21-023268	\$100.00		DICK'S SPORTING GOODS 1000 TURTLE CREEK DRIVE STE 129 HATTIESBURG MS 39402-
LIC-11-21-023270	\$30.00		H'BURG CLINIC PODIATRIC MEDICINE 415 S 28TH AV HATTIESBURG MS 39401
LIC-11-21-023271	\$0.00	\$0.00	THE SERVICE COMPANY 5071 HWY 42 HATTIESBURG MS 39401-
LIC-11-21-023272	\$0.00	\$0.00	THE SERVICE COMPANY 5071 HWY 42 HATTIESBURG MS 39401-
LIC-11-21-023273	\$0.00	\$0.00	THE SERVICE COMPANY 5071 HWY 42 HATTIESBURG MS 39401-
LIC-11-21-023274	\$0.00	\$0.00	THE SERVICE COMPANY 5071 HWY 42 HATTIESBURG MS 39401-
LIC-11-21-023276	\$42.00		WENDYS #138 I DR. M L KING JR. AV STE 130 MEMPHIS TN 38103

LIC-11-21-023278	\$20.00		COLOR WORKS 22 COUNTRY CLUB LANE HATTIESBURG MS 39402-9616
LIC-11-21-023279	\$20.00	\$3.20	HOLIFIELD AUTO SALES 5175 HWY 42 STE 20 HATTIESBURG MS 39401
LIC-11-21-023280	\$30.00		ORANGE THEORY FITNESS 109 S 31ST AV STE 10 HATTIESBURG MS 39401
LIC-11-21-023281	\$30.00		LAMAR ADVERTISING OF HATTIESBURG P O BOX 66338 BATON ROUGE LA 70896-
LIC-11-21-023282	\$20.00	\$2.20	MCSWAIN & MYERS 1317 HARDY STREET HATTIESBURG MS 39401-
LIC-11-21-023283	\$20.00		OEC JAPANESE EXPRESS 3317 HARDY STREET STE 20 HATTIESBURG MS 39401-
LIC-11-21-023285	\$800.00		KOHL'S DEPARTMENT STORE # 1191 6053 HIGHWAY 98 HATTIESBURG MS 39402
LIC-11-21-023286	\$20.00	\$2.80	MICHAEL ANTHONY'S 903 W SCOоба ST HATTIESBURG MS 39401
LIC-11-21-023288	\$20.00	\$2.40	ARDY'S AUTO SPA 6487 HWY 49 N HATTIESBURG MS 39401
LIC-11-21-023289	\$20.00	\$2.60	JAZZY STYLES 1803 LOUISE STREET HATTIESBURG MS 39401
LIC-11-21-023291	\$920.00		AUTOZONE #139 305 BROADWAY DRIVE HATTIESBURG MS 39401
LIC-11-21-023293	\$20.00		CARLEY TRAILOR PARK PO BOX 16162 HATTIESBURG MS 394040000
LIC-11-21-023294	\$20.00		AIRPORT AUTO SERVICES 456 JM TATUM INDUSTRAIL DRIVE HATTIESBURG MS 39401
LIC-11-21-023295	\$30.00		NEWK'S EXPRESS CAFE 4700 HARDY STREET AA HATTIESBURG MS 39402-
LIC-11-21-023296	\$20.00	\$2.20	JOHN'S WASH & FOLD 212 PARK AV HATTIESBURG MS 39401
LIC-11-21-023297	\$20.00		MIRACLE NAILS, LLC 5266 OLD HWY 11 STE 90 HATTIESBURG MS 39401-
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149	\$10,438.00	\$119.50	

Total Collection for November

New Licenses	\$3,201.50
Renewed Licenses	\$10,438.00
Penalties	\$119.50
Grand Total	\$13,759.00



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Kermas Eaton, City Clerk

Date: Tuesday, December 21, 2021

Re: Acknowledge receipt of a grant award from the U.S. Department of Housing & Urban Development in connection with the 2021 allocation of both CDBG and HOME grant funds and ratification of the Grant Agreement.

File Number: 2021-1402
Minute Book #

Summary

Ratification of Executed Agreement with the U.S. Department of Housing & Urban Development in connection with the 2021 allocation of both CDBG and HOME grant funds.

Recommendation Statement

I recommend ratification of Agreement for the 2021 allocation of both CDBG and HOME grant funds.

Please place this on the December 21, 2021 City Council meeting for consideration.

Funding Approval/Agreement

Title I of the Housing and Community
Development Act (Public Law 930383)
HI-00515R of 20515R

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Community Development Block Grant Program

OMB Approval No. 2506-0193
exp 5/31/2018

1. Name of Grantee (as shown in item 5 of Standard Form 424) Hattiesburg	3a. Grantee's 9-digit Tax ID Number 646000432	3b. Grantee's 9-digit DUNS Number 079448130
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) Po Box 1898 Hattiesburg, MS 39403-1898	4. Date use of funds may begin (mm/dd/yyyy) 12/08/2021	6a. Amount Approved \$538,280
	5a. Project/Grant No. 1 B-21-MC-28-0006	6b. Amount Approved
	5b. Project/Grant No. 2	

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Donnetta Mcadoo		Grantee Name (Contractual Organization) Hattiesburg (City of Hattiesburg)	
Title CPD Director		Title Mayor	
Signature 	Date (mm/dd/yyyy) 12/08/2021	Signature 	Date (mm/dd/yyyy) 12/09/2021

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) ☐ None ☒ Attached	9a. Date HUD Received Submission (mm/dd/yyyy) 04/23/2021	10. check one ☒ a. Orig. Funding Approval ☐ b. Amendment Amendment Number
		9b. Date Grantee Notified (mm/dd/yyyy) 12/08/2021	
		9c. Date of Start of Program Year (01/01/2021)	
11. Amount of Community Development Block Grant			
a. Funds Reserved for this Grantee		FY 2021	
b. Funds now being Approved			
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency City of Hattiesburg Po Box 1898 Hattiesburg, MS 39403-1898
12c. Name of Authorized Official for Designated Public Agency	
Title	
Signature	

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153											
	176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		
Date Entered PAS (mm/dd/yyyy)		Date Entered LOCCS (mm/dd/yyyy)		Batch Number		Transaction Code		Entered By		Verified By		

8. Special Conditions.

- (a) The period of performance for the funding assistance specified in the Funding Approval ("Funding Assistance") shall begin on the date specified in item 4 and shall end on September 1, 2028. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2028.
- (b) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

<u>Administering Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
N/A	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

- (c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- (d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107-118) shall be considered a public use for purposes of eminent domain.
- (e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

- (f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.
- (g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).

Funding Approval and HOME Investment Partnerships Agreement

Title II of the National Affordable Housing Act

Assistance Listings #14.239 – HOME Investment Partnerships Program

1. Grantee Name (must match name associated with 3b.) and Address City of Hattiesburg Po Box 1898 Hattiesburg, MS 39403-1898		2. Grant Number (Federal Award Identification Number (FAIN)) M21-MC280201	
		3a. Tax Identification Number 646000432	3b. Unique Entity Identifier (formerly DUNS) 079448130
		4. Appropriation Number 861/40205	5. Budget Period Start and End Date FY 2021 through FY 2029
6. Previous Obligation (Enter "0" for initial FY allocation)			\$0.00
a. Formula Funds			\$
b. Community Housing Development Org. (CHDO) Competitive			\$
7. Current Transaction (+ or -)			\$297,029
a. Formula Funds			\$297,029
1. CHDO (For deobligations only)			\$
2. Non- CHDO (For deobligations only)			\$
b. CHDO Competitive Reallocation or Deobligation			\$
8. Revised Obligation			\$
a. Formula Funds			\$
b. CHDO Competitive Reallocation			\$
9. Special Conditions (check applicable box) ☒ Not applicable ☐ Attached		10. Federal Award Date (HUD Official's Signature Date) (mm/dd/yyyy) 12/08/2021	
11. Indirect Cost Rate*		12. Period of Performance 12/08/2021 - 09/01/2029	
<u>Administering Agency/Dept.</u>	<u>Indirect Cost Rate</u>	<u>Direct Cost Base</u>	
—	—%		
—	—%		
—	—%		
—	—%		

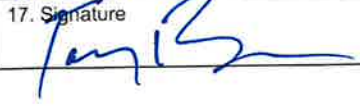
* If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, provide the name of the department/agency, its indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414), and the direct cost base to which the rate will be applied. Do not include cost rates for subrecipients.

This Agreement between the Department of Housing and Urban Development (HUD) and the Grantee is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.). The Grantee's approved Consolidated Plan submission/Application, the HUD regulations at 24 CFR Part 92 (as is now in effect and as may be amended from time to time) and this HOME Investment Partnership Agreement, form HUD-40093, including any special conditions, constitute part of this Agreement. Subject to the provisions of this Agreement, HUD will make the funds for the Fiscal Year specified, available to the Grantee upon execution of this Agreement by the parties. All funds for the specified Fiscal Year provided by HUD by formula reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Grantee's execution of the amendment or other consent. HUD's payment of funds under this Agreement is subject to the Grantee's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502. To the extent authorized by HUD regulations at 24 CFR Part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Grantee without the Grantee's execution of the amendment or other consent. The Grantee agrees that funds invested in affordable housing under 24 CFR Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 CFR Part 92. The Grantee agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58.

The Grantee must comply with the applicable requirements at 2 CFR part 200 that are incorporated by the program regulations, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in the program regulations, activities carried out under the grant after the effective date of the part 200 amendments will be governed by the 2 CFR part 200 requirements as replaced or renumbered by the part 200 amendments.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix I to 2 CFR part 200, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170.

The Period of Performance for the funding assistance shall begin on the date specified in item 12 and shall end on September 1st of the 5th fiscal year after the expiration of the period of availability for obligation. Funds remaining in the account will be cancelled and thereafter not available for obligation or expenditure for any purpose. Per 31 U.S.C. 1552. The Grantee shall not incur any obligations to be paid with such assistance after the end of the Period of Performance.

13. For the U.S. Department of HUD (Name and Title of Authorized Official) Donnetta Mcadoo, CPD Director	14. Signature 	15. Date 12/08/2021
16. For the Grantee (Name and Title of Authorized Official) Toby Barker, Mayor	17. Signature 	18. Date 12/09/2021

19. Check one:
☒ Initial Agreement ☐ Amendment #

20. Funding Information: **HOME**

Source of Funds	Appropriation Code	PAS Code	Amount
2021	861/40205	HMF (J)	\$295,044
2020	860/30205	HMF (H)	\$1,798
2019	869/20205	HMF (G)	\$ 187



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Kermas Eaton, City Clerk

Date: Tuesday, December 21, 2021

Re: Approve and authorize issuance of manual checks for CDBG Program Claims per attached Memorandum. {Entitlement CDBG}
File Number: 2021-1409
Minute Book #

Summary

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

Recommendation Statement

I recommend issuance of manual checks for CDBG Program Claims per attached Memorandum

Please place this on the December 21, 2021 City Council meeting for consideration.

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Andrew Ellard
Department of Urban Development

SUBJECT: Authorize issuance of manual check for CDBG/HOME Program claims

DATE: December 21, 2021

The following request for payment is being submitted for approval during the City Council's December 21, 2021 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

Recipient: Bonner Analytical
Activity: Substantial Rehabilitation
Program: CDBG
Project Site: 1413 Arledge Street
Amount Requested: \$569.65
Purpose of Request: Lead based paint inspection

Recipient: Helen O'Neal
Activity: Substantial Rehabilitation
Program: CDBG
Project Site: 303 J.C. Killingsworth Drive
Amount Requested: \$900.00
Purpose of Request: Temporary relocation (12/28/21-01/27/22)

Recipient: Lisa Means
Activity: Substantial Rehabilitation
Program: CDBG
Project Site: 515 Columbia Street
Amount Requested: \$900.00
Purpose of Request: Temporary relocation (01/05/22-02/04/22)

Recipient: Ardesia Eaton
Activity: Substantial Rehabilitation
Program: CDBG
Project Site: 1413 Arledge Street

Amount Requested:

\$900.00

Purpose of Request:

Temporary relocation (01/17/22-02/16/22)

BONNER ANALYTICAL TESTING CO. INC.

2703 Oak Grove Rd.
Hattiesburg, MS 39402

Invoice

Customer No.: HATT

Invoice No.: 74503

Bill To: **CITY OF HATTIESBURG**
ACCOUNTING DEPT
P O BOX 1898
HATTIESBURG, MS 39403-1898

Ship To: **CITY OF HATTIESBURG**
ATTN: KENDRICK LASTER
P O BOX 1898
HATTIESBURG, MS 39403-1898

Date		Ship Via		F.O.B.	Terms	
08/03/21				Origin		
Purchase Order Number			Order Date	Sales Person		Our Order Number
			08/03/21			
Quantity			Item Number	Description	Unit Price	Amount
Required	Shipped	B.O.				
1	1			LEAD BASED PAINT INSPECTION PERFORMED 08-06-2020 @ 1413 ARLEDGE STREET HATTIESBURG, MS	569.65	569.65

Invoice subtotal 569.65

Invoice total 569.65

RECEIVED
11/30/21
PM

Thank You



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Kermas Eaton, City Clerk

Date: Tuesday, December 21, 2021

Re: Approve and authorize publication of Notice for Request for Qualifications for Qualified Eligible Contractors for the City of Hattiesburg's CDBG/HOME Programs {Entitlement}
File Number: 2021-1382
Minute Book #

Summary

Approve and authorize publication of Notice for Request for Qualifications for Qualified Eligible Contractors for the City of Hattiesburg's CDBG/HOME Programs {Entitlement}

Recommendation Statement

I recommend the authorization and publication of this notice for Qualified Eligible Contractors for the City of Hattiesburg's CDBG/HOME Programs. {Entitlement}

Please place this on the December 21, 2021 City Council meeting for consideration.

NOTICE TO BIDDERS

NOTICE is hereby given that the City of Hattiesburg, Mississippi will receive Statements of Qualifications until 10:00 A.M., Thursday, January 20, 2022, in the City Clerk's Office in the City Hall for the following:

Qualified Eligible Contractors for the purposes of housing rehabilitation, housing repair, housing reconstruction and related activities as needed for a period ending December 31, 2023 for the Department of Urban Development – Community Development Division.

The above shall be delivered as per detailed specifications on file in the Office of the Clerk, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request. Technical assistance is available to all interested parties by calling (601) 545-4558.

Each PROPOSAL must be received in a sealed envelope which is marked in the lower left-hand corner with the words "Request for Qualifications – Qualified Eligible Contractors" and the DATE OF BID OPENING ("January 20, 2022").

The purpose of this solicitation is to establish a list of Qualified Eligible Contractors for participation in the City's CDBG and HOME programs. Respondents meeting the established criteria will be placed on a list of QECs in accordance with the City's Housing Rehabilitation/Reconstruction, and Housing Repair Grants Manual. Notwithstanding, the Council reserves the right to reject any or all bids received and to waive formalities.

PUBLISHED by Order of the Council on this, the 21st day of December 2021.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton
CITY CLERK

(SEAL)

Toby Barker, Mayor

PUBLISH Twice in the Legal Section: Thursday, January 6, 2022; Thursday, January 13, 2022



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, December 21, 2021

Re: Approve Specifications and Authorize publication of Advertisement for one (1) or more Chasis Mounted 24 Yard Automated Side Loading Refuse Collection Garbage Truck(s).
File Number: 2021-1435
Minute Book #

Summary

Recommendation Statement

Please place this on the December 21, 2021 City Council meeting for consideration.



Bid for (1) One or More
Chassis Mounted 24 Yard Automated Side Loading Refuse Collection Garbage Truck

BID SPECIFICATIONS

Bidder Shall Complete the Following
If No, State Specifically the Item being Offered

Specifications:	Meets	
	YES	NO
Section 1 APPLICATION		
1.1 It is the intent of these specifications to describe the minimum requirements for an automated Side Loading refuse compactor body.	_____	_____
1.2 The capacity shall be 24 cubic yards, exclusive of the hopper.	_____	_____
1.3 Features standard to this unit will be furnished by the successful bidder. Body shall conform in strength, quality of material, and workmanship to that provided by the best engineering and manufacturing practices of the industry.	_____	_____
1.4 All equipment shall be new model design, assembled and ready for operation at the time of delivery.	_____	_____
1.5 Bidders shall attach a statement that the unit meets or exceeds these specifications and/or list any exceptions fully and accurately.	_____	_____
Section 2 GENERAL		
2.1 Refuse body will have a capacity of 24 cubic yards, exclusive of the hopper.	_____	_____

2.2 Packer body capable of packing 900 pounds per cubic yard of dry household trash. _____

2.3 Hopper shall have a minimum capacity of 6 cubic yards. _____

State the size of the hopper: _____

2.4 Packer must meet all applicable standards. _____

Section 3 BODY CONSTRUCTION (The following specifications are minimums.)

3.1 The body shall be all welded construction. _____

3.2 Body wall thickness is 10 gauge Hardox 450, 174,000 psi strength. _____

3.3 Body roof thickness is 10 gauge, 80,000 psi. _____

3.4 Body floor is AR 450 steel, 150,000 psi. _____

3.5 Sides, front and rear to be reinforced for strength requirements. _____

3.6 Reinforcement design and characteristics dependent upon construction methods used, but they must be certified to meet the specified compacting requirements without body distortion. _____

3.7 Unit shall have a shovel holder. _____

3.8 Unit shall have a clean out tool. Unit shall have dual cleanout doors with a dimension of 12" x 16" each. _____

3.9 Shall have a Chromium Overlay/Super Track in the body _____

Section 4 BODY DIMENSIONS

4.1 Body height above truck frame is not to exceed 108". _____

4.2 Outside width of the body is not to exceed 96". _____

Section 5 HOPPER

5.1 The hopper shall have a minimum capacity of 6 cubic yards. _____

5.2 The hopper floor shall be a minimum of 1/4" AR 450 abrasion resistant steel. _____

5.3 The hopper sides are to be a minimum of 1/4" AR 450 abrasion resistant steel. _____

5.4 A hydraulic crusher panel will be furnished to prevent refuse loss during transport. _____

5.5 A ladder or foot supports with grab handles shall be designed to meet OSHA standards and provide easy access to the hopper area.

5.6 The hopper shall have a minimum displacement rate of 5.4 cubic yards per minute.

Section 6 PACKING MECHANISM

6.1 The packing panel is to be 3/8" 80,000 psi steel.

6.2 The packing mechanism is to retain compacted material in the body.

6.3 Length of the packing cycle is to be determined by proximity switches. When the Auto Pack feature sees maximum pressure 3 consecutive times it shuts off indicating that the packer is full.

6.4 Packing features are dependent upon each manufactures design, but must be capable of accomplishing the requirements set forth in these specifications. It must also fulfill the operational claims made by the manufacturer.

6.5 Packing shall complete a pack cycle in a maximum of 20 seconds at idle speed.

6.6 Packing cylinder sleeves are chrome plated single stage cylinders. Cylinder dimensions are cylinder bore diameter is 4 1/2", cylinder rod diameter is 3", and stroke length is 43".

Section 7 LIFTING AND GRIPPING MECHANISM

7.1 The lifting mechanism shall be capable of gripping, lifting, raising, and dumping containers from 36 to 110 gallons with the use of a joy stick. The joy stick shall be conveniently located to the left of the operator. An ergonomically designed padded armrest shall be provided to support the operator's arm during operation. The unit shall have "Dual" Joysticks.

7.2 The arm will consist of three main horizontal mast sections, one vertical lift section with 2 arms. (No Exceptions)

7.3 The inner mast section will be constructed of 2 C channels with a web thickness of .5512", height of 6.189" and a leg width of 2.409". Both channels shall be 78.25" long.

7.4 The middle C channels shall be of the same material only 84"long.

- 7.5 The main outer mast assembly shall be constructed of 2 C shaped channels with a web thickness of .6378", height of 6.890" and a leg width of 2.5937" These channels shall be 83.75" long in length. _____
- 7.6 There will be 6 combination bearings that the mast assembly rides on. The bearing surfaces must be of a 62 Rockwell hardness on the C scale. _____
- 7.7 The main vertical mast shall be made from 6" x 8" 3/16 thick tube. _____
- 7.8 There will be 2 lift arms 1" thick, 3.475" wide, and approximately 26" long made from T-1 steel. _____
- 7.9 The lifting mechanism must be mounted to the chassis. Lifting mechanism's mounted to the body will not be acceptable. _____
- 7.10 The mechanism shall be spring steel and have the capability of gripping containers within the range previously mentioned without having to change grip arm configurations. _____
- 7.11 Gripping force is to be adjustable to provide container retention and also for limiting the radial force applied to prevent container damage. _____
- 7.12 Lifting mechanism shall be capable of a complete cycle, which includes grip, lift, dump, undump, lower, and ungrasp in a maximum of 8 seconds. _____
- 7.13 The mechanism shall be capable of lifting, raising, dumping, and returning containers from any position within its reach. _____
- 7.14 The mechanism shall incorporate serviceable bearings at the grip, pivot, and extension-retraction points to ensure smooth operation and long service life. _____
- 7.15 The "reach" of the mechanism shall extend a minimum of 144" from its fully retracted to pivot, and extension-retraction points to ensure smooth operation and long service life. _____
- 7.16 The mechanism will be capable of lifting 1,000 lbs. at 12 feet to which the arm is extended. **"Note" The "Bidder" shall provide "Certification" of this capability with their bid.** State the reach of the arm: _____
- 7.17 The container shall be tilted a minimum of 45 degrees past horizontal to provide for full dumping. _____
- 7.18 Arm shall use chains to lift container. _____
- 7.19 Arm shall also have rocker switches mounted under the RH seat to operate arm from standing outside of chassis. _____
- 7.20 Arm cycle counter to be included _____

7.21 Arm shall have an Auto Lube system for greasing the arm.

Section 8 TAILGATE

8.1 The tailgate is to be hinged at or above the roofline using high strength steel hinges it is to be raised for load dumping by 2 double acting cylinders mounted on the outside of the tailgate. These cylinders shall be of a design that will prevent rapid lowering of the tailgate in case of a hydraulic component failure.

8.2 The tailgate cylinders shall have chrome plated rams. Cylinder dimensions will be 3" bore diameter, 2" ram, and a 30" stroke.

8.3 The tailgate is to be released and locked with no moving parts other than the two (2) primary lift cylinders and associated locking mechanisms.

8.4 A gasket is to be affixed to the tailgate to provide a watertight seal between the body and tailgate.

8.5 The tailgate must be equipped with a tailgate ajar switch with audible and visible warning devices fixed in the cab which comply with ANSI standards and warns when the tailgate is partially to completely open.

8.6 Body hinge structures must be of proper design, materials, and construction to support the tailgate.

8.7 Tailgate maintenance safety props shall be provided.

8.8 Tailgate bubble is Hardox 450, 174,000 psi, tailgate sides are 10 gauge 80,000 psi.

Section 9 EJECTION-DUMPING SYSTEM:

9.1 Dumping is to be accomplished by raising the body.

Does your body raised to be dumped? YES OR NO _____

9.2 Dumping shall be done by means of a single telescoping, center mounted, hydraulic cylinder capable of lifting the box when compacted to maximum capacity. Hoist cylinder is a Nitrate treated, 4 stage cylinder, with a 180" stroke. Bore diameter of the cylinder from largest to smallest is 6 1/2", 5 1/2", 4 1/2", 3 1/2".

9.3 The body dump angle shall be such that all refuse in the box will be removed without sticking or bridging. Body dump angle is 45 degrees.

9.4 All dumping controls will be a basic control panel system that is cab mounted. Control panel must be interlocked with a manual override to prevent accidental refuse discharge.

9.5 All ejection/dumping controls shall be operated from inside the cab.

Section 10 HYDRAULIC SYSTEM:

10.1 The hydraulic system is composed of 2 vane pumps, one for body functions, and one for arm functions. Pumps have a common suction. Hydraulic pump model is Denison T6DC. D cartridge is for body function, C cartridge is for arm function. The hydraulic pressure body line shall be made up of a Denison Eco System with a 12 volt DC in line mounted solenoid which diverts the flow back to the Inlet when the pump is not engaged and a flow control block which diverts excess flow back to the Inlet. Body functions pump maximum flow is 30 gpm @ 700 rpm. Arm functions pump maximum flow is 22 gpm @ 700 rpm. Hydraulic system pressure relief for the body is 2500 psi and for the arm it is 2000 psi.

10.2 Pump capacity shall not be less than 52 gpm @700 rpm.

10.3 Factory installed relief valves shall be incorporated into the system and set at 2500 psi for body functions and 2000 psi for Arm functions.

10.4 A 10 micron absolute filter is installed in the return line.

10.5 Hydraulic tank is to be frame mounted and equipped with a 10 micron breather element and eye level sight gauge. Tank location will be determined by body configuration.

10.6 Hydraulic reservoir tank capacity must be at least 78 gallons.

10.7 Hydraulic system must contain cylinders capable of performing the Operational requirements set forth in these specifications.

10.8 Hydraulic hoses are to be SAE approved construction with hose burst pressure 4 times working pressure and have protective coverings.

10.9 Hydraulic control assemblies must be located so that at no time or load Condition it becomes necessary to remove the load to service these components.

10.10 All cylinders must have the latest design sealing materials.

10.11 Unit must have protective cover on pack manifold.

Section 11 CONTROLS:

11.1 All compactor operating controls are to be located in the truck cab and mounted for operator convenience and comfort.

11.2 Warning signals shall be incorporated into all circuits monitoring abnormal compactor operations.

Section 12 LIGHTING AND WIRING:

12.1 All lights and reflectors shall be in accordance with Federal and State I.C.C. Motor Vehicle Safety Standards.

12.2 Provisions will be made for maximum visibility and may include 2 red stop-tail lights, 2 red turn-tail lights, and an I.D. cluster. All lights must be L.E.D.

12.3 A lighted license plate bracket will be provided.

12.4 Unit must include arm, hopper, and side mounted work lights.

12.5 Unit must include 2 tailgate work lights and 4-inch amber strobe lights plus alternating flashing lights.

Section 13 PAINTING:

13.1 All components will be properly cleaned prior to priming.

13.2 All burrs and rough spots are to be removed.

13.3 Two (2) coats of rust inhibiting primer are to be applied prior to the finish coat.

13.4 Final coat to be high gloss white.

Section 14 CAMERAS:

14.1 Two (2) Color Cameras will be provided: 1st placed in the rear for use as a backup camera. 2nd placed to monitor hopper area.

14.2 Color Camera monitor shall be mounted in the cab and be fully adjustable flat screen type with split screen option so all camera views can be displayed at one (1) time and automatically switch to full screen backup camera when unit is shifted to reverse.

14.3 The Cameras' shall be Safety Vision

14.4 Protective cases shall be provided for the cameras.

14.5 All Cameras' shall have shields to minimize sun glare.

Section 15 WARRANTY & OTHER:

15.1 Two complete sets of operators, parts, and service manuals will be supplied for truck chassis and refuse body. Mechanic training and operator training for a minimum of two days. Also bidder is responsible for any new employee operator or mechanic training in the future (up to three years) at no charge to the City

15.2 Body to have Three Year Warranty on Body, Cylinders, Hydraulics, and Arm

15.3 On Site Warranty at City Garage

14.3 Quarterly Maintenance Inspection at City garage for Three Years

14.4 Bidder will keep parts on hand at bidder facility. Bidder will also place parts on consignment at City garage including all prox. sensors, arm chains, arm joystick, etc.

14.5 Bidder must have a certified service/parts facility with minimum of three certified mechanics within 100 miles of City garage. Facility must not be a subcontracted facility. Must be operated by bidder.

14.4 Bidder will keep parts on hand at bidder facility. Bidder will also place parts on consignment at City garage including all prox. sensors, arm chains, arm joystick, etc.

14.5 Bidder is responsible for placing stickers and decals on both sides of body and doors of each truck. City will approve, before allowing decals to be placed. Bidder is responsible for purchasing the decals.

14.6 Bidder shall include a price for (3) Annual Body PM Services on the hydraulics, oil and filter changes, greasing and chain tightening or adjustments.

Conventional Chassis Specifications

	<u>YES</u>	<u>NO</u>
2023 OR NEWER CHASSIS: STATE YEAR MODEL _____		
CHASSIS SHALL HAVE DUAL SITDOWN DRIVE WITH ALL GAUGES.	_____	_____
GVWR SHALL BE 46,000 LBS.	_____	_____
350 HP ENGINE @ 2,000 RPM, 1,000 LB/FT @ 1,400 RPM	_____	_____
(2) 2250 CCA BATTERIES	_____	_____
SIX (6) GALLON DEF TANK	_____	_____
1200 SQ INCH RADIATOR	_____	_____

CHASSIS SHALL HAVE A HOT SHIFT PTO

CHASSIS SHALL 160 AMP ALTERNATOR WITH
REMOTE BATTERY VOLT SENSE.

TRANSMISSION SHALL BE AN ALLISON 3000 RDS
AUTOMATIC TRANSMISSION WITH PTO PROVISION.

SYNTHETIC TRANSMISSION FLUID

CHASSIS SHALL INCLUDE DETROIT DA-F-16.0-5 16,000#
FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE.

FRONT BRAKES SHALL BE MERITOR 16.5X6 Q+ CAST SPIDER
CAM, DOUBLE ANCHOR, FABRICATED SHOES.

16,000LB TAPERLEAF FRONT SUSPENSION.

30,000LB U-SERIES SINGLE REAR AXLE.

6.14 REAR AXLE RATIO

REAR BRAKES SHALL BE MERITOR 16.5X7 P CAM, DOUBLE
ANCHOR, CAST SHOES.

30,000LB FLAT LEAF SPRING REAR SUSPENSION WITH
RADIUS ROD.

AUTOMATIC REAR SLACK ADJUSTERS

AIR DRYER WITH HEATER

CAB TO AXLE - MEET BODY REQUIREMENTS

7/16X3-9/16X11-1/8 INCH STEEL FRAME
(11.11MMX282.6MM/0.437X11.13 INCH) 120KSI

1/4 INCH (6.35MM) C-CHANNEL INNER FRAME
REINFORCEMENT.

80 GALLON/302 LITER RECTANGULAR ALUMINUM FUEL
TANK - LH

315/80R22.5 20 PLY RADIAL
FRONT TIRES

315/80R22.5 PLY RADIAL REAR TIRES

WHEELS 22.5X9 10-HUB PILOT 5.25 INSET

5-HAND HD STEEL DISC FRONT WHEELS.

WHEELS 22.5X9 10-HUB PILOT 5-HAND
HD STEEL DISC REAR WHEELS.

108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL
CAB.

AIR CAB MOUNTS

14" AIR HORN

CHASSIS SHALL HAVE (5) AMBER MARKER LIGHTS.

LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS
MOUNTED UNDER PRIMARY MIRRORS.

RH 8 INCH STAINLESS STEEL FENDER MOUNTED CONVEX
MIRROR WITH TRIPOD BRACKETS.

DUAL WEST COAST MIRRORS HEATED MIRRORS

HEATER, DEFROSTER AND AIR CONDITIONER

CHASSIS SHALL INCLUDE 2-1/2 LB. FIRE EXTINGUISHER.

DUAL AIR RIDE SEATS

EXHAUST BRAKE

SHALL HAVE A THREE (3) YEAR WARRANTY ON CAB/CHASSIS, ENGINE, TRANSMISSION AND
TOWING.

PLEASE INCLUDE DOCUMENTATION ON ALL CHASSIS AND BODY WARRANTIES

**PLEASE INCLUDE PREVENTATIVE MAINTENANCE REPORT THAT WILL BE USED
QUARTERLY FOR ALL THREE YEARS.**



CITY OF HATTIESBURG BID SHEET

(PLACE THIS SHEET IN FRONT OF SPECIFICATIONS)

24 CUBIC YARD AUTOMATED SIDE LOADING CHASSIS MOUNTED GARBAGE TRUCK

COMPANY SUBMITTING BID _____

BODY MANUFACTURER _____

BODY TO BE MADE IN MISSISSIPPI- CIRCLE ONE: YES/NO

CHASSIS MANUFACTURER _____

DELIVERY _____ (DAYS - from receipt of PO)

BID HONORED FOR _____ (DAYS)

LOCATION OF WARRANTY WORK THAT IS PERFORMED BY DEALERSHIP

BODY: _____

CHASSIS: _____

STATE THE DISTANCE (IN MILES) OF THE CHASSIS DEALERSHIP FROM THE CITY OF HATTIESBURG, MS: _____

STATE YOUR GUARANTEED BUYBACK PRICE FOR (3) YEARS: _____

BID PRICE SHALL INCLUDE (3) ANNUAL BODY PM SERVICES ON THE HYDRAULICS, OIL AND FILTER CHANGES, GREASING AND TIGHTENING OF CHAIN OR ADJUSTMENTS.

YES _____ NO _____

BID PRICE SHALL ALSO INCLUDE QUARTERLY PM INSPECTIONS ON THE BODY FOR 3 YEARS (12 TOTAL)

YES _____ NO _____

NAME: _____

Print or Type

ADDRESS: _____

SIGNATURE: _____

TITLE: _____

PHONE: _____

DATE: _____

EMAIL: _____

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive bids in the following manner:

Proposals will be accepted until 10:00a.m. On Thursday, January 3, 2022, by electronic bid submission or in sealed envelopes at the Office of the City Clerk, 200 Forrest Street, Hattiesburg, MS 39401. Vendors must supply prices with their proposal. The bid form should be filled out and uploaded by the date and time stated above.

Specifications and procedures can be downloaded from Central Bidding at www.centralbidding.com All bids must comply with the specifications provided. The City of Hattiesburg reserves the right to amend the specifications, as necessary.

Submissions will be evaluated and vendors submitting acceptable offers will be invited to submit priced bids via reverse auction. Electronic bids and/or reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic process, please call Central Bidding at (225)810-4814.

Qualified bidders will be invited to participate in a reverse auction, which will take place on January 10, 2022, at 10:30a.m.

ONE OR MORE CHASSIS MOUNTED 24 YD AUTOMATED SIDE LOADING REFUSE COLLECTION TRUCK.

The above shall bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 21st day of December 2021.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton/s/
CITY CLERK

Publish 12-23-20 & 12-30-21



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Chris McGee, Director of Parks and Recreation

cc:

Date: Tuesday, December 21, 2021

Re: Approve the City's purchase of (1) one grave space, located in Section 39, Lot 131, the North Half (N1/2) of the Southeast Quarter (SE (1/4) at Highland Cemetery, Minute book# and page# 2020-273, in the amount of \$175.00 from Pranati S. Johnson, Authorize manual check for the same.
File Number: 2021-1401
Minute Book #

Summary

Approve the City's purchase of (1) one grave space, located in Section 39, Lot 131, the North Half (N1/2) of the Southeast Quarter (SE (1/4) at Highland Cemetery, Minute book# and page# 2020-273, in the amount of \$175.00 from Pranati S. Johnson, Authorize manual check for the same.

Recommendation Statement

I am recommending approval of the City's purchase of (1) grave space.

Please place this on the December 21, 2021 City Council meeting for consideration.

Date: 10/22/2021

To whom it may concern:

I, Pranati S. Johnson am requesting to sell back (1) grave space (s)

Located at Highland Cemetery, In Section 39, Lot 131, N 1/2 of the SE 1/4, to the

City of Hattiesburg, which was purchased on September 28, 2020 at the price

of \$ 175.⁰⁰ per grave space. Total amount due this request \$ 175.⁰⁰

MB 2020-273

Sincerely,

Pranati S. Johnson

Mail to:
Pranati S. Johnson
1080 Windmill DR.
Meridian, MS 39305

Phone#

601-480-8009

Approved By:
Deborah Boone
Division Manager.

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 09-28- 2020

Praneth S. Johnson

Address 1080 Windmill Dr. Meridian, ms. 39305

wants to purchase the grave space described below, subject to Cemetery regulations.

N 1/4 SE 1/4 Lot No. 131 Section No. 39 - in Highland Cemetery

number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CK# 3878

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne
Supt. of City Cemeteries

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Pranati S. Johnson, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave space:

North Half (N1/2) of the Southeast Quarter (SE1/4)

Lot 131 Section 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery section 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 bones or vaults are used they shall be at least 18 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of October, 2020.

ATTEST:

[Signature]
CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

[Signature]
MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Butler and Karenna Eaton, Mayor and City Clerk, respectively, of the City of



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Chris McGee, Director of Parks and Recreation
cc:
Date: Tuesday, December 21, 2021
Re: Approve the sale of grave spaces per attached Memo's, Receipts, and Deeds.
File Number: 2021-1403
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 December 21, 2021 City Council meeting for consideration.

To: CITY COUNCIL

From: Deborah Bourne, Division Manager of Cemeteries

Date: November 12, 2021

Dewayne Fairley

(2) Spaces \$ 350.00

Northeast Quarter (NE ¼)

Lot 109, Section 38, Highland Cemetery

E. Wayne Gaddis, Gilda Ages & Fergelia Adams

(2) Spaces \$ 350.00

Southwest Quarter (SW ¼)

Lot 27, Section 34, Highland Cemetery

E. Wayne Gaddis, Gilda Ages & Fergelia Adams

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 27, Section 34, Highland Cemetery

E. Wayne Gaddis, Gilda Ages & Fergelia Adams

(2) Spaces \$ 350.00

Southeast Quarter (SE ¼)

Lot 27, Section 34, Highland Cemetery

John McMichael

(1) Space \$ 175.00

South Half (S ½) of the Southeast Quarter (SE ¼)

Lot 97, Section 38, Highland Cemetery

Parlene "Pam" Willis

(1) Space \$ 175.00

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 87, Section 39, Highland Cemetery

Angela Lee

(4) Spaces \$ 600.00

East Half (E ½)

Lot 104, Section 2, South Hill Cemetery

Larry M. Nicks

(2) Spaces \$ 350.00

Southeast Quarter (SE ¼)

Lot 109, Section 38, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Division Manager of Cemeteries

Date: December 7, 2021

Robert & Kathy Haden

(1) Space \$ 175.00

East Half (E ½) of the Northeast Quarter (NE ¼)

Lot 20, Section 22, Highland Cemetery

Catherine Ann McKee

(1) Space \$ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 112, Section 38, Highland Cemetery

Malvamel Lennon

(2) Spaces \$ 350.00

Northeast Quarter (NE ¼)

Lot 116, Section 38, Highland Cemetery

Brenda Pollard

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 30, Section 36, Highland Cemetery

Ray Richard

(2) Spaces \$ 350.00

Northeast Quarter (NE ¼)

Lot 123, Section 38, Highland Cemetery

Luetta Roberts

(1) Space \$ 175.00

North Half (N ½) of the Southeast Quarter (SE ¼)

Lot 42, Section 36, Highland Cemetery

Lula Reedy

(1) Space \$ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 131, Section 39, Highland Cemetery

Ronald Jones

(1) Space \$ 175.00

North Half (N ½) of the Northeast Quarter (NE ¼)

Lot 119, Section 38, Highland Cemetery

Charla Luvene

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 59, Section 35, Highland Cemetery

Bobbie A. Rankin

(1) Space Z\$ 175.00

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 117, Section 38, Highland Cemetery

Charles & Debra Stewart

(2) Spaces \$ 350.00

Southeast Quarter (SE ¼)

Lot 12, Section 35, Highland Cemetery

Yvette Randolph

(1) Space \$ 175.00

North Half (N ½) of the Northeast Quarter (NE ¼)

Lot 33, Section 37, Highland Cemetery

Jerry W. Byrd

(2) Spaces \$ 350.00

Northeast Quarter (NE ¼)

Lot 40, Section 38, Highland Cemetery

Joyce Ellis

(1) Space \$ 150.00

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot 87, Section 2, South Hill Cemetery

Arlena Naylor

(1) Space \$ 175.00

North Half (N ½) of the Northeast Quarter (NE ¼)

Lot 125, Section 38, Highland Cemetery

Hilton Holmes

(1) Space \$ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 64, Section 35, Highland Cemetery

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 11/04/2021

SOLD TO:

Mr. Mrs. Miss DEWYNNE FAIRLEY

ADDRESS 447 WILLIAM CARY PARKWAY #78, HATTIESBURG, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 NE 1/4 Lot No. 109 Section No. 38 in MEADOW CEMETERY

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CK# 5330
(Legacy)

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Burre
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 11-05-2021

SOLD TO:

Mr. Mrs. Miss John McMichael

ADDRESS 6770 Hwy 98 West Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SE 1/4 Lot No. 97 Section No. 38 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CK# 001079

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 11/05/2021

SOLD TO:

Mr. Mrs. Miss Parlene Pam Willis

ADDRESS 71 Corner Oaks DR. Hattiesburg, MS. 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SW 1/4 Lot No. 87 Section No. 39 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CK# 5135 (Forrest)

CITY OF HATTIESBURG, MISSISSIPPI

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 11-10- 2021

SOLD TO:

Mr. Mrs. Miss E Wayne Galt, G. L. A. Fergolia Adams

ADDRESS 2749 Oak Grove Rd. #261 Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 SE 1/4 Lot No. 27 Section No. 34 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 11-10- 2021

SOLD TO:

Mr. Mrs. Miss Angela Lee

ADDRESS 607 Meadow Lane Drive Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

E 1/2 Lot No. 104 Section No. 2 in South Hill Cemetery

Number of grave spaces 4 Price per grave space \$ 150.00

Price Received \$ 600.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

✓✓

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 11-05- 2021

SOLD TO:

Mr. Mrs. Miss Larry M. Nicks

ADDRESS 1101 Cedar Street Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 SE 1/4 Lot No. 109 Section No. 38 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 11-10- 2021

SOLD TO:

Mr. Mrs. Miss E. Wayne Gaddis, Gilda Ages, Fergelia Adams

ADDRESS 2749 Oak Grove Rd. #261 Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 SW 1/4 Lot No. 27 Section No. 34 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 11-10- 2021

SOLD TO:

Mr. Mrs. Miss E. Wayne Gaddis, Gilda Ages, Fergelia Adams

ADDRESS 2749 Oak Grove Rd. #261 Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NW 1/4 Lot No. 27 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

D..

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 11-29-2021

SOLD TO:

Mr. Mrs. Miss Robert & Kathy Haden

ADDRESS 342 King Rd Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

E $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 20 Section No. 22 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

cord

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 11-15-2021

SOLD TO:

Mr. Mrs. Miss Catherine Ann McKee

ADDRESS 101 Southview Dr. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 112 Section No. 38 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

cord

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-02-2021

SOLD TO:

Mr. Mrs. Miss Malvamel Lennon

ADDRESS 2 Chapel Court Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

NE $\frac{1}{2}$ Lot No. 116 Section No. 38 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

cord

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 11-30- 2021

SOLD TO:

Mr. Mrs. Miss

Brenda Pollard

ADDRESS

119 Lexington Dr #2 Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 30 Section No. 36 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.00

Price Received \$ 175.00

ord

CITY OF HATTIESBURG, MISSISSIPPI

By

[Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-06- 2021

SOLD TO:

Mr. Mrs. Miss

Ray Richard

ADDRESS

4 Lexington Drive Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

NE $\frac{1}{4}$ Lot No. 123 Section No. 38 in Highland Cemetery

Number of grave spaces 2

Price per grave space \$ 175.00

Price Received \$ 350.00

ord

CITY OF HATTIESBURG, MISSISSIPPI

By

[Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-07- 2021

SOLD TO:

Mr. Mrs. Miss

Luetta Roberts

ADDRESS

715 North Hill Drive Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ SE $\frac{1}{4}$ Lot No. 42 Section No. 36 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.00

Price Received \$ 175.00

cash

CITY OF HATTIESBURG, MISSISSIPPI

By

[Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-3 2020

SOLD TO:

Mr. Mrs. Miss LULA REEDY

ADDRESS 705 MILTON BARNES AVE HATTIESBURG MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 131 Section No. 36 in HIGHLAND Cemetery

Number of grave spaces 1 Price per grave space \$ 175.

Price Received \$ 175. CASH

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 11-18- 2021

SOLD TO:

Mr. Mrs. Miss Ronald Jones

ADDRESS 103 Monroe Rd Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 119 Section No. 35 in HIGHLAND Cemetery

Number of grave spaces 1 Price per grave space \$ 175.

Price Received \$ 175.

CASH

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

SOLD TO:

Hattiesburg, Miss., 11-17- 2021

Mr. Mrs. Miss Charla Luene

ADDRESS 913 Roby St Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 59 Section No. 35 in HIGHLAND Cemetery

Number of grave spaces 1 Price per grave space \$ 175.

Price Received \$ 175.

CASH

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 11-08- 2021

SOLD TO:

Mr. Mrs. Miss Bobbie A. Rankin

ADDRESS 115 East Ridge St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 117 Section No. 38 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 11-12- 2021

SOLD TO:

Mr. Mrs. Miss Charles & Debra Stewart

ADDRESS 402 Walnut Drive Petal, MS 39465

desires to purchase the grave space described below, subject to Cemetery regulations.

SE $\frac{1}{4}$ Lot No. 12 Section No. 35 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CK# 10481

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-02- 2021

SOLD TO:

Mr. Mrs. Miss Yvette Randolph

ADDRESS 714 West Pine Street Apt. #107 Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 33 Section No. 37 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CK# 5314 (Legal)

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 11-15 2021

SOLD TO:

Mr. Mrs. Miss Jerry W. Bird

ADDRESS 1215 HWY 11 Potal, ms 394165

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 NE 1/4 Lot No. 40 Section No. 35 in South Hill Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CK# 1828

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 11-15 2021

SOLD TO:

Mr. Mrs. Miss Joyce Ellis

ADDRESS 910 Flower St Hattiesburg, ms 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SW 1/4 Lot No. 87 Section No. 2 in South Hill Cemetery

Number of grave spaces 1 Price per grave space \$ 150.00

Price Received \$ 150.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CASH

✓✓

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 12-07 2021

SOLD TO:

Mr. Mrs. Miss Arlena Naylor

ADDRESS 103 Merianne Dr Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 125 Section No. 38 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

cash

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 12-08 2021

SOLD TO:

Mr. Mrs. Miss Hilton Holmes

ADDRESS 82 Valley Farm Lane Searsville, MS 39452

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 64 Section No. 38 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

cash

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]

Supt. of City Cemeteries

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, E.Wayne Gaddis, Gilda Ages & Fergelia Adams, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southwest Quarter (SW¼)

Lot Number 27 Section Number 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day December, 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 21st day of December, 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, E. Wayne Gaddis, Gilda Ages & Fergelia Adams, 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 27 Section Number 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day December, 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 21st day of December, 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, Dewayne Fairley, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE¼)

Lot Number 109 Section Number 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day December, 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 21st day of December, 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, Larry M. Nicks, 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 109 Section Number 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day December, 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 21st day of December, 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 Parlene "Pam" Willis, 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 87 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 21st day of December, 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 21st day of December, 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 E. Wayne Gaddis, Gilda Ages & Fergelia Adams, 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 27 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 21st day of December, 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 21st day of December, 2021.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of SIX HUNDRED AND NO/100 Dollars (\$600.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Angela Lee, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E1/2)

Lot Number: 104

Section Number: 2

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as South Hill Cemetery, and containing
Four (4) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used, they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of December, 2021.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK
(S E A L)

MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 21st day of December, 2021.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto John McMichael, 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 97 Section 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of December, 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 21st day of December, 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, Ray Richard, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE¼)

Lot Number 123 Section Number 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day December, 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 21st day of December, 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, Malvamel Lennon, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE $\frac{1}{4}$)

Lot Number 116 Section Number 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day December, 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 21st day of December, 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 Brenda Pollard, 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 30 Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of December, 2021.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(SEAL)

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 21st day of December, 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 Catherine Ann McKee, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northwest Quarter (NW¼)

Lot 112 Section 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of December, 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 21st day of December, 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 Robert & Kathy Haden, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E½) of the Northeast Quarter (NE¼)

Lot 20 Section 22

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of December, 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 21st day of December, 2021.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Joyce Ellis, 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 Number: 87 Section Number: 2

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of December, 2021.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK
(S E A L)

MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 21st day of December, 2021.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Jerry W. Byrd, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE¹/₄)

Lot Number 40 Section Number 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day December, 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 21st day of December, 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 Yvette Randolph, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northeast Quarter (NE¼)

Lot 33 Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of December, 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 21st day of December, 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, Charles & Debra Stewart, 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 12 Section Number 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day December, 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 21st day of December, 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 Bobbie A. Rankin, 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 117 Section 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of December, 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 21st day of December, 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 Charla Luvene, 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 59 Section 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of December, 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 21st day of December, 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 Ronald Jones, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northeast Quarter (NE¼)

Lot 119 Section 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of December, 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 21st day of December, 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 Lula Reedy, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northwest Quarter (NW¼)

Lot 131 Section 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of December, 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 21st day of December, 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 Luetta Roberts, 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 42 Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of December, 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 21st day of December, 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 Arlena Naylor, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northeast Quarter (NE¼)

Lot 125 Section 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of December, 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 21st day of December, 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 Hilton Holmes, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northwest Quarter (NW¼)

Lot 64 Section 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of December, 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 21st day of December, 2021.

My Commission Expires:

NOTARY PUBLIC



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, December 21, 2021

Re: Approve claims docket for the period ending December 17, 2021.
File Number: 2021-1431
Minute Book #

Summary

Recommendation Statement

Please place this on the December 21, 2021 City Council meeting for consideration.

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/2 TO 2022/3										
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
001000 BALANCE SHEET										
001000	0520EM				D/F EMER.MGMT.DISTRICT					
002158	AT&T	M8183270010594	12/21	0	2022	3	INV P	2,999.34	121721AD	288301 12/21 PHONE SERVICE
ACCOUNT TOTAL								2,999.34		
001000 0520LB										
002158	AT&T	M8183270010594	12/21	0	D/F LIBRARY					
					2022	3	INV P	238.80	121721AD	288301 12/21 PHONE SERVICE
ACCOUNT TOTAL								238.80		
ORG 001000					TOTAL			3,238.14		
001001 REVENUES										
001001	332000				POLICE FINES					
004271	SOUTHERN FINANCIAL S	CMCHAT10/19-11/29/2	0		2022	3	INV P	108.90	121721AD	288325 POLICE FINES COLLEC
004271	SOUTHERN FINANCIAL S	CMCHAT210/29-11/16/2	0		2022	2	INV P	5.30	121721AD	288325 POLICE FINES COLLEC
004271	SOUTHERN FINANCIAL S	CMCHAT3 11/17-29/21	0		2022	3	INV P	554.86	121721AD	288325 POLICE FINES COLLEC
004271	SOUTHERN FINANCIAL S	CMCHAT310/29-11/16/2	0		2022	2	INV P	1,113.40	121721AD	288325 POLICE FINES 10/29-
								1,782.46		
ACCOUNT TOTAL								1,782.46		
ORG 001001					TOTAL			1,782.46		
001092 GEN.GOV'T.BLDG										
001092	544000				HORT./LANDSCAPING SPLY.					
004547	VESELY'S NURSERY	225696			225696	2022	3	INV P	840.00	121721AD 288330 P&R CITY HALL/COMM
ACCOUNT TOTAL								840.00		
ORG 001092					TOTAL			840.00		
001095 G/G INS.OTH SER										
001095	602500				LEGAL					
003944	POPE & POPE, PA	2183		0	2022	3	INV P	2,412.00	121721AD	288321 REDISTRICTING
003944	POPE & POPE, PA	2184		0	2022	3	INV P	1,200.00	121721AD	288321 PARADE ORDINANCE
003944	POPE & POPE, PA	2185		0	2022	3	INV P	66.76	121721AD	288321 GENERAL LEGAL
003944	POPE & POPE, PA	2186		0	2022	3	INV P	2,657.48	121721AD	288321 CITY VS LEGACY-EMIN
003944	POPE & POPE, PA	2187		0	2022	3	INV P	1,000.00	121721AD	288321 EEOC - CHATMAN
003944	POPE & POPE, PA	2188		0	2022	3	INV P	6,750.00	121721AD	288321 CLUB EMPIRE
003944	POPE & POPE, PA	2189		0	2022	3	INV P	906.30	121721AD	288321 4TH STREET - EMINEN
								14,992.54		
ACCOUNT TOTAL								14,992.54		
001095 606000										
002158	AT&T	M8183270010594	12/21	0	TELEPHONE AND TELEGRAPH					
					2022	3	INV P	6,512.20	121721AD	288301 12/21 PHONE SERVICE
002159	AT&T LONG DISTANCE S	027569-1288		0	2022	3	INV P	35.85	121721AD	288302 AT&T ONE NET 12/21

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/2 TO 2022/3										
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
				ACCOUNT TOTAL			6,548.05			
				ORG 001095 TOTAL			21,540.59			
POLICE/PUB.SFTY										
001100	570000			MTR	VEHICLE	REP.	PTS/SPL			
001100	004593	WATCH GUARD VIDEO	4REINV0013212B	0	2022	3	INV P	300.00	121721AD	288331 MB#2021-44 WATHGUAR
				ACCOUNT TOTAL			300.00			
FREIGHT										
001100	612000				2022	3	INV P			
001100	004505	UNITED PARCEL SERVIC	00008E1Y15481	0	2022	3	INV P	24.07	121721AD	288328 SHIPPING FEE
				ACCOUNT TOTAL			24.07			
AUTOMOBILES										
001100	740000				2022	3	INV P			
001100	004593	WATCH GUARD VIDEO	4REINV0013212B	0	2022	3	INV P	44,700.00	121721AD	288331 MB#2021-44 WATHGUAR
				ACCOUNT TOTAL			44,700.00			
				ORG 001100 TOTAL			45,024.07			
JOINT P&F TRNG.										
001131	535600			WEARING APPAREL-FIRE	2022	3	INV P			
001131	040842	CHARLIE'S TROPHY	20194277	0	2022	3	INV P	200.00	121721AD	288306 P/F EMBROIDERY
				ACCOUNT TOTAL			200.00			
				ORG 001131 TOTAL			200.00			
FIRE DIVISION										
001160	547000			FIRE HOSE	2022	3	INV P			
001160	003744	NAFECO-NORTH AMERICA	1118101	225758	2022	3	INV P	2,521.24	121721AD	288316 HFD KEY FIRE HOSE F
				ACCOUNT TOTAL			2,521.24			
ELECTRICAL SUPPLIES										
001160	560500				2022	3	INV P			
001160	002901	GILKEY ELECTRIC SUPP	348152	225876	2022	3	INV P	32.00	121721AD	288311 HFD STATION 6 WAFER
				ACCOUNT TOTAL			32.00			
PLUMBING SUPPLIES										
001160	561000				2022	3	INV P			
001160	003152	HUGHES SUPPLY	S163358305.001	225676	2022	3	INV P	394.81	121721AD	288313 HFD GAS VALVE FOR H
				ACCOUNT TOTAL			394.81			
PAINT AND PAINTING SPLY.										
001160	565000				2022	3	INV P			
001160	003037	3113	W0240828	225498	2022	3	INV P	634.79	121721AD	288296 HFD HYDRANT PAINT F
				ACCOUNT TOTAL			634.79			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/2 TO 2022/3										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION
001160	570000			MTR VEHICLE	REP.	PTS/SPL				
002194	BARDING GENERATOR &	178268	225908	2022	3	INV P	333.90	121721AD	288303	HFD BATTERIES FOR N
003034	HATTIESBURG HYDRAULI	92601	225872	2022	3	INV P	88.04	121721AD	288312	HFD UNIT # 15064 EN
003746	NAPA AUTO PARTS	5930-641527	225870	2022	3	INV P	129.33	121721AD	288317	HFD UNIT # 14701 RE
003746	NAPA AUTO PARTS	5930-641528	225873	2022	3	INV P	269.47	121721AD	288317	HFD UNIT # 15064 EN
							398.80			
ACCOUNT TOTAL							820.74			
001160	612000			FREIGHT						
003744	NAFECO-NORTH AMERICA	1118101	225758	2022	3	INV P	247.76	121721AD	288316	HFD KEY FIRE HOSE F
ACCOUNT TOTAL							247.76			
001160	642500			CYLINDER RENT						
002071	AIRGAS USA LLC (NORD	9984416907	0	2022	3	INV P	36.43	121721AD	288298	HFD MECHANIC SHOP O
ACCOUNT TOTAL							36.43			
ORG 001160 TOTAL							4,687.77			
001201			STREET DIV.							
001201	501000			OTHER EXPENDABLE	OFF.	SPL				
003809	OFFICE DEPOT INC	2536557895	225599	2022	3	INV P	387.24	121721AD	288320	PRINTER AND INK/PWO
ACCOUNT TOTAL							387.24			
001201	502000			MINOR OFFICE EQUIP/FURN.						
003809	OFFICE DEPOT INC	2536557895	225599	2022	3	INV P	614.92	121721AD	288320	PRINTER AND INK/PWO
ACCOUNT TOTAL							614.92			
001201	545000			HAND TOOLS						
003987	PUCKETT RENTS	865502-0001	225369	2022	3	INV P	196.32	121721AD	288322	ASPHALT PARTS AND H
ACCOUNT TOTAL							196.32			
001201	546000			MINOR EQUIPMENT						
002083	ALLBRITTON CHAIN SAW	87575	225777	2022	3	INV P	1,707.17	121721AD	288299	HARNESS, BLOWERS AN
ACCOUNT TOTAL							1,707.17			
001201	559000			OTHER OPERATING MATL/SPLY						
003987	PUCKETT RENTS	865502-0001	225369	2022	3	INV P	501.99	121721AD	288322	ASPHALT PARTS AND H
ACCOUNT TOTAL							501.99			
001201	570000			MTR VEHICLE	REP.	PTS/SPL				
004297	SOUTHERN TIRE MART (	2520079851	225770	2022	3	INV P	6,442.08	121721AD	288327	TIRES FOR VARIOUS V

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/2 TO 2022/3									
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
				ACCOUNT TOTAL		6,442.08			
001201	638400			MOTOR VEHICLE EQ. R&M					
002738	EMPIRE TRUCK SALES (	CE006188191:01		225743	2022 2	INV P	389.31	121721AD	288309 REPAIRS FOR UNIT#14
				ACCOUNT TOTAL		389.31			
				ORG 001201	TOTAL		10,239.03		
001204		SHOP DIVISION							
001204	559000			OTHER OPERATING MATL/SPLY					
003746	NAPA AUTO PARTS	5930-641306		225802	2022 3	INV P	719.50	121721AD	288317 ANTIFREEZE FOR PW S
003772	NEWELL PAPER COMPANY	4120509		225597	2022 3	INV P	211.82	121721AD	288319 TISSUE AND CLEANING
004273	SOUTHERN GAS & SUPPL	36626610		225391	2022 2	INV P	243.50	121721AD	288326 STAGE REGULATOR AND
				ACCOUNT TOTAL		1,174.82			
001204	570000			MTR VEHICLE REP. PTS/SPL					
003746	NAPA AUTO PARTS	5930-641147		225738	2022 2	INV P	279.99	121721AD	288317 HOSE REEL/PW SHOP
				ACCOUNT TOTAL		279.99			
001204	643000			UNIFORM RENT					
002471	CINTAS CORPORATION #	4103179116		0	2022 2	INV P	118.95	121721AD	288307 UNIFORM RENTAL SC#8
				ACCOUNT TOTAL		118.95			
				ORG 001204	TOTAL		1,573.76		
001207		CONSTRUCTION							
001207	560000			BUILDING MATERIALS & SPLY					
002714	ECONOMY SUPPLY CO	067020		225901	2022 3	INV P	60.65	121721AD	288308 CHRISTMAS WREATH FO
				ACCOUNT TOTAL		60.65			
001207	560500			ELECTRICAL SUPPLIES					
002901	GILKEY ELECTRIC SUPP	347496		225721	2022 2	INV P	150.00	121721AD	288311 STRING LIGHTS FOR D
002901	GILKEY ELECTRIC SUPP	347501		225717	2022 2	INV P	130.00	121721AD	288311 ELECTRICAL TAPE/CON
						280.00			
003208	IRBY, STUART C CO	S012729329.002		225613	2022 3	INV P	251.99	121721AD	288314 TOOLS FOR A/C/ELECT
				ACCOUNT TOTAL		531.99			
001207	570000			MTR VEHICLE REP. PTS/SPL					
004514	UNIVERSITY TIRE & SE	INV185034		225505	2022 2	INV P	281.98	121721AD	288329 TIRES FOR UNIT#1900
				ACCOUNT TOTAL		281.98			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/2 TO 2022/3											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
					ORG 001207	TOTAL			874.62		
001220					SANITATION DIV.						
001220 688000					TIPPING FEES						
002007 98 WASTE LLC				3883	0	2022	3	INV P	2,345.00	121721AD	288297 MB2016-322 PARKS &
					ACCOUNT TOTAL			2,345.00			
					ORG 001220	TOTAL			2,345.00		
001250					HEALTH DIVISION						
001250 575500					AGRICLTRL REPAIR PTS/SPL						
002083 ALLBRITTON CHAIN SAW				87575	225777	2022	3	INV P	110.82	121721AD	288299 HARNESS, BLOWERS AN
					ACCOUNT TOTAL			110.82			
					ORG 001250	TOTAL			110.82		
001553					CEMETERY DIV						
001553 501000					OTHER EXPENDABLE OFF.SPL						
003809 OFFICE DEPOT INC				2535123799	225552	2022	3	INV P	174.50	121721AD	288320 5664752-PLANNER 202
					ACCOUNT TOTAL			174.50			
					ORG 001553	TOTAL			174.50		
FUND 001 REVENUES						TOTAL:		92,630.76			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/2 TO 2022/3													
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION			
002300				PKS/REC-RECREATION MAINT. DIV.									
002300	602000			CONSULTANT SERV/SURVEYS									
003764	NEEL-SCHAFFER INC	1075779		0	2022	3	INV P	1,336.23	121721AD	288318	P&R	TIMBERTON COMPL	
ACCOUNT TOTAL								1,336.23					
002300	643000			UNIFORM RENT									
002471	CINTAS CORPORATION #	4102135603		0	2022	3	INV P	607.69	121721AD	288307	P&R	REC MAINT UNIFO	
002471	CINTAS CORPORATION #	4103033313		0	2022	3	INV P	40.63	121721AD	288307	P&R	REC MAINT UNIFO	
002471	CINTAS CORPORATION #	4103591998		0	2022	3	INV P	191.02	121721AD	288307	P&R	REC MAINT UNIFO	
								839.34					
ACCOUNT TOTAL								839.34					
002300	644900			OTHER RENT									
002471	CINTAS CORPORATION #	4103033159		0	2022	3	INV P	33.66	121721AD	288307	P&R	REC MAINT MAT R	
002471	CINTAS CORPORATION #	4103591563		0	2022	3	INV P	33.66	121721AD	288307	P&R	REC MAINT MAT R	
								67.32					
ACCOUNT TOTAL								67.32					
002300	699900			SERVICES NOT SPECIFIED									
004609	WEBBS PAINT COMPANY	642046		225137	2022	3	INV P	3,600.00	121721AD	288332	P&R	TATUM TENNIS CO	
ACCOUNT TOTAL								3,600.00					
ORG 002300 TOTAL								5,842.89					
FUND 002 PARKS & RECREATION FUND								TOTAL:	5,842.89				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/2 TO 2022/3									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
009660								W&S O&M-CUSTOMER ACCT. DIV.	
009660 638400								MOTOR VEHICLE EQ. R&M	
003389 LARRY'S WRECKER SERV TOW	120921	225913	2022	3	INV P	65.00	121721AD	288315	TOW FOR UNIT 21416
						ACCOUNT TOTAL	65.00		
						ORG 009660 TOTAL	65.00		
009672								W&S O&M-WATER TRANSMISSION DIV	
009672 561000								PLUMBING SUPPLIES	
002442 CENTRAL PIPE SUPPLY	S100278616-001	225737	2022	3	INV P	4,840.00	121721AD	288304	BADGER ENDPOINTS FO
						ACCOUNT TOTAL	4,840.00		
009672 638600								CONSTRUCTION EQUIP R&M	
002751 EQUIPMENT INC	165504507	225828	2022	3	INV P	335.59	121721AD	288310	REPAIRS FOR BOBCAT
						ACCOUNT TOTAL	335.59		
						ORG 009672 TOTAL	5,175.59		
FUND 009 WATER & SEWER OPERATION/MAINT.						TOTAL:	5,240.59		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/2 TO 2022/3												
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
011660 WATER & SEWER-CUST.ACCT.DIV.												
011660 6835WT WATER RELATED REFUND												
048316	CENTURY	MANAGEMENT	109033	76181	0	2022	3	INV	P	1,191.52	121721AD	288305 OVERPAYMENT 76181
ACCOUNT TOTAL										1,191.52		
ORG 011660 TOTAL										1,191.52		
FUND 011 WATER & SEWER FUND										TOTAL: 1,191.52		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/2 TO 2022/3											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION	
077650			COMMUNITY CTR-ADMIN/GENERAL								
077650			HORT./LANDSCAPING SPLY.								
004547	VESELY'S NURSERY	225696	225696	2022	3	INV P	561.00	121721AD	288330	P&R CITY HALL/COMM	
ACCOUNT TOTAL							561.00				
ORG 077650				TOTAL		561.00					
FUND 077 COMMUNITY CENTERS' FUND							TOTAL:		561.00		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/2 TO 2022/3											
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
087601				INDUSTRIAL		PK-G.O.ACQUISITIONS					
087601 600500				ADMINISTRATIVE FEE							
002143	AREA DEVELOPMENT PAR 82			0	2022	3	INV P	875.00	121721AD	288300	ADMIN FEES Q/E 12/3
ACCOUNT TOTAL								875.00			
087601 601500				ENGINEERING							
004197	SHOWS DEARMAN & WAIT 22452			0	2022	3	INV P	6,382.50	121721AD	288324	SOFIDEL EXPANSION 1
004197	SHOWS DEARMAN & WAIT 22453			0	2022	3	INV P	6,475.00	121721AD	288323	PROJECT GENDREAU 10
								12,857.50			
ACCOUNT TOTAL								12,857.50			
087601 602500				LEGAL							
004677	WISE CARTER CHILD & 223945			0	2022	3	INV P	250.00	121721AD	288333	INDUSTRIAL PARK-GEN
ACCOUNT TOTAL								250.00			
ORG 087601 TOTAL								13,982.50			
FUND 087 INDUSTRIAL PARK DEVELOPMENT								TOTAL:	13,982.50		

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City of Hattiesburg, MS
A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
001 General Fund		92,630.76*
002 PARKS & RECREATION FUND		5,842.89*
009 WATER & SEWER OPERATION/MAINT.		5,240.59*
011 WATER & SEWER FUND		1,191.52*
077 COMMUNITY CENTERS' FUND		561.00*
087 INDUSTRIAL PARK DEVELOPMENT		13,982.50*
801 CLAIMS FUND		
	119,449.26	
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TOTAL	119,449.26	119,449.26

** END OF REPORT - Generated by LISA HANSON **