Tuesday, February 22, 2022	**City Council**	**Council Chambers**
4:00 PM	**Tuesday Meeting Agenda**	**200 Forrest Street**

Appeal Public Hearing

1. **2022-100** Hold public hearing for appeal filed by Joe Pegram to appeal Hattiesburg Board of Adjustment's recommendation for the petition filed by Forrest Dungan, Engineer, and Lynn Crosby Gammil, Owner, and SDP MS Hattiesburg 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). Hattiesburg Board of Adjustment recommended to Deny on January 5, 2022.

Call to Order

Call to Prayer and Pledge of Allegiance

Presentation Agenda

Citizen's Forum

POLICY AGENDA

1. **2022-112** Approve the minutes for the February 7 & 8, 2022 meeting of the City Council.

2. **2022-109** Approve or Deny a petition filed by Forrest Dungan, Engineer, and Lynn Crosby Gammil, Owner, and SDP MS Hattiesburg to request a variance from the required three hundred feet to 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., PPINs 26490, 26488, 44474 - Hattiesburg Board of Adjustment recommended to Deny on January 5, 2022.

3. 2022-96 Approve or Deny a petition filed by Robert G Smith and Gary W Adams, Owners, to request a variance and allow a setback of zero (0) feet for a variance of ten (10) feet, and a variance of five (5) feet from the side property lot for a proposed accessory building at 2505 Arcadia Street (Parcel 2-039B-17-136.00, PPIN 24511, Ward 4). The Board of Adjustment recommended to Approve on February 2, 2022.

4. 2022-97 Approve or Deny a petition filed by Terry G. Edwards, Owner, to request a variance of an additional 662 sq ft of detached accessory structures for a proposed structure at 243 Jervis Mims Road (Parcel No. 2-051B-05-001.06, PPIN 35886, Ward 5). The Board of Adjustment recommended to Approve on February 2, 2022.

5. 2022-98 Approve or Deny a petition filed by Donna Davis, Owner, to request a variance of two (2) feet and an eight (8) foot fence in the front yard for a variance of four (4) feet for a proposed fence located at 310 Venetian Way (Parcel No. 2-028J-08-053.00, PPIN 22740, Ward 4). The Board of Adjustment recommended to approve the request as amended: 2 foot variance for rear fence only.

6. 2022-95 Approve or Deny a petition filed by George Coll, Applicant, Adam Nicolosi, Agent, and James Smith, Representative to request a Conditional Use as "Warehousing and Distribution" facility in a B-3 (Community Business) District for property located along Oak Grove Road (Parcel 051R-12-089.000, PPIN 11226, Ward 3 near the intersection of Oak Grove Road and S Westover Drive). The Planning Commission recommended to Approve on February 2, 2022.

7. 2022-108 Adopt a Resolution declaring surplus a certain parcel of City-owned property at PPIN 6802 and authorize the execution of a Quit Claim Deed from the City of Hattiesburg to Shadock Leggett in the amount of $9,000.00, in accordance with 21-17-1.

8. 2022-110 Approve Letter of Engagement with Frye Environmental to provide environmental assessment for Sheley Place project and authorize the Mayor to execute the same in triplicate.

9. 2022-117 Approve Interlocal Agreement between Lamar County, Mississippi, The City of Hattiesburg, Mississippi, and the Lamar County Board of Education for the development of a shared use tennis and pickle ball complex and future projects, and authorize the Mayor to execute on behalf of the City.

10. 2022-103 Approve Agreement between the City of Hattiesburg and the Mississippi Transportation Commission for certain improvements and maintenance of Interstate 59 from the Bouie River Bridge southerly to U.S. Hwy 98 East and authorize the Mayor to execute the same.

11. 2022-105 Approve Agreement with Neel-Schaffer, Inc. for professional services related to Project Management of the Hattiesburg Stormwater Management Program (MS4) for the next

four years (2022-2025) and authorize the Mayor to execute in duplicate.

12. 2022-102 Approve Letter Agreement with Richard & Thomas, LLC for legal services related to the acquisition of property for the Martin Luther King Avenue Improvement Project and authorize the Mayor to execute in duplicate.

13. 2022-104 Approve Memorandum of Understanding with the Mississippi Development Authority Economic Development Highway Program for a grant in the amount of $1,500,000.00 for a roadway improvement project in the Midtown Area of the city and authorize the Mayor to execute in triplicate.

14. 2022-107 Approve Supplemental Agreement No. 1 to the contract with Walters Construction Company, Inc. dated January 6, 2021 for the Reconstruction of Lamar Boulevard Project; adding additional line items and construction days to the original contract, at a cost of $22,034.50 and authorize the Mayor to execute in duplicate.

15. 2022-101 Approve subcontracts with A-1 Sealing, Inc. and Miller Enterprises, LLC for the State Aid Project No. DECD-001-018(35)BO identified as Highway 49, Camp, Adeline and Mamie project; Authorize the mayor to execute each subcontract in triplicate.

16. 2022-114 Declare repairs to the Campbell Loop Bridge as an emergency repair; Accept proposal from Holliday Construction, LLC in the amount of $563.541.70 as authorized by Mississippi Code 31-7-13 (k).

17. 2022-113 Acknowledge receipt of closing documents for the Campbell Loop Bridge Repair project; Approve Supplemental Agreement No. 1 with Holliday Construction to record project underrun and liquidated damages, reducing the contract amount by $27,842.39 to a final amount of $535,699.31 and authorize the Mayor to execute in triplicate; Authorize payment of final pay application.

18. 2022-106 Acknowledge bids received February 3, 2022 for the Water Plant #1 Rehabilitation Project Ph I and accept the bid of Hemphill Construction Company, Inc. in the amount of $1,305,095.00 and authorize the Mayor to execute contracts when prepared.

19. 2022-115 Acknowledge receipt of proposal for services related to a Master Plan for the future development of portions of N 25th and N 26th Avenues, approve agreement with Orion Planning - Design, and authorize the Mayor to execute the same.

20. 2022-92 Approve and authorize the Mayor to execute the Release of Lien documents filed in relation to Code Enforcement clean-up assessments per attached memo and authorize recording of the same.

ROUTINE AGENDA

1. **2022-111** Ratify Agreement between City of Hattiesburg and Trinity Consultants to provide odor monitoring and data collection services.

2. **2022-84** Acknowledge receipt of the Privilege Tax License monthly report for January 2022.

3. **2022-86** Acknowledge Proof of Publications for Hub City Spokes for the month of January 2022 and Clarion Ledger for the month of December 2021.

4. **2022-88** Acknowledge receipt of a grant award from the U.S. Department of Justice, Bureau of Justice Assistance, 2021 Bulletproof Vest Partnership Grant Program to purchase bulletproof vests for the Hattiesburg Police Department. The grant reimbursement to the city will provide $15,600.00 (50%) of the cost of the vests.

5. **2022-89** Acknowledge receipt of a grant award from the Mississippi State Department of Health FY2022 Violence Against Women Act (VAWA) S.T.O.P. Grant Program, in the amount of $41,748.40, to provide victim advocacy services.

6. **2022-94** Acknowledge the setting of a public comment period by the Hattiesburg-Petal-Forrest-Lamar MPO for the proposed Safety Performance Targets, Long-Range Transportation Plan amendment and proposed amendment to the FY 2021-2024 Transportation Improvement Plan (TIP).

7. **2022-90** Acknowledge receipt of an extension for the Bureau of Justice Assistance, Coronavirus Emergency Supplemental Funding grant program. The period of performance end date was revised from January 31, 2022 to January 31, 2023.

8. **2022-91** Approve and authorize issuance of manual checks for CDBG Program Claims per attached Memorandum {Entitlement CDBG}.

9. **2022-93** Approve and Authorize publication of a Request for Proposals for Needs Assessment and Gap Analysis to be used in the development of the HOME-ARP Allocation Plan.

10. **2022-118** Approve Specifications and authorize publication of one (1) New Bucket Truck/ Rear Mounted Aerial Unit for the Urban Forestry Division,Parks & Recreation Department.

11. **2022-119** Approve Specifications and Authorize publication of advertisement for the lease of Fifteen (15) Sports Utility Vehicles with a Police Pursuit Package for the Hattiesburg Police Department.

12. **2022-87** Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.

13. 2022-116 Approve claims docket for the period ending February 18, 2022.

In Memoriam:

- **Mrs. Bertha Otkins Lobrano**
- **Ms. Deborah West**
- **Mrs. Nina Martin**
- **Mr. Dewitt Anderson, Jr.**
- **Mr. Charles Patrick, Sr.**

Meeting Adjourn

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Ginger Lowrey, Planning Administrator**

cc:

Date: **Tuesday, February 22, 2022**

Re: **Hold public hearing for appeal filed by Joe Pegram to appeal Hattiesburg Board of Adjustment's recommendation for the petition filed by Forrest Dungan, Engineer, and Lynn Crosby Gammil, Owner, and SDP MS Hattiesburg 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). Hattiesburg Board of Adjustment recommended to Deny on January 5, 2022.**
File Number: 2022-100
Minute Book #

Summary

Hold public hearing for an appeal filed by Joe Pegram to appeal a decision made by the Board of Adjustment to deny a variance request for a proposed development at approximately 3100 Hardy St.

Recommendation Statement

Please place this on the February 22, 2022 City Council meeting for consideration.

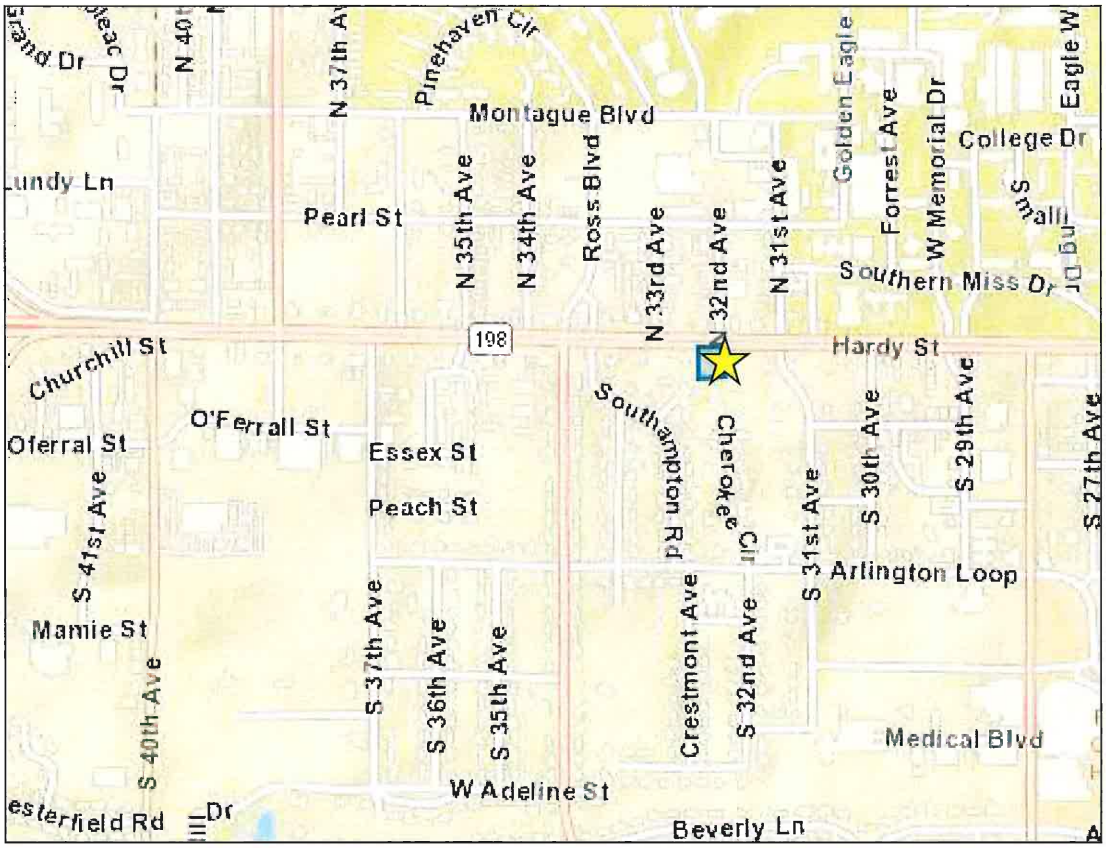
SUBJECT PARCEL:
3100 block of Hardy St

Forrest Dungan, Engineer, and Lynn Crosby Gammil, Owner, and SDP MS Hattiesburg 1,LLC, Applicant

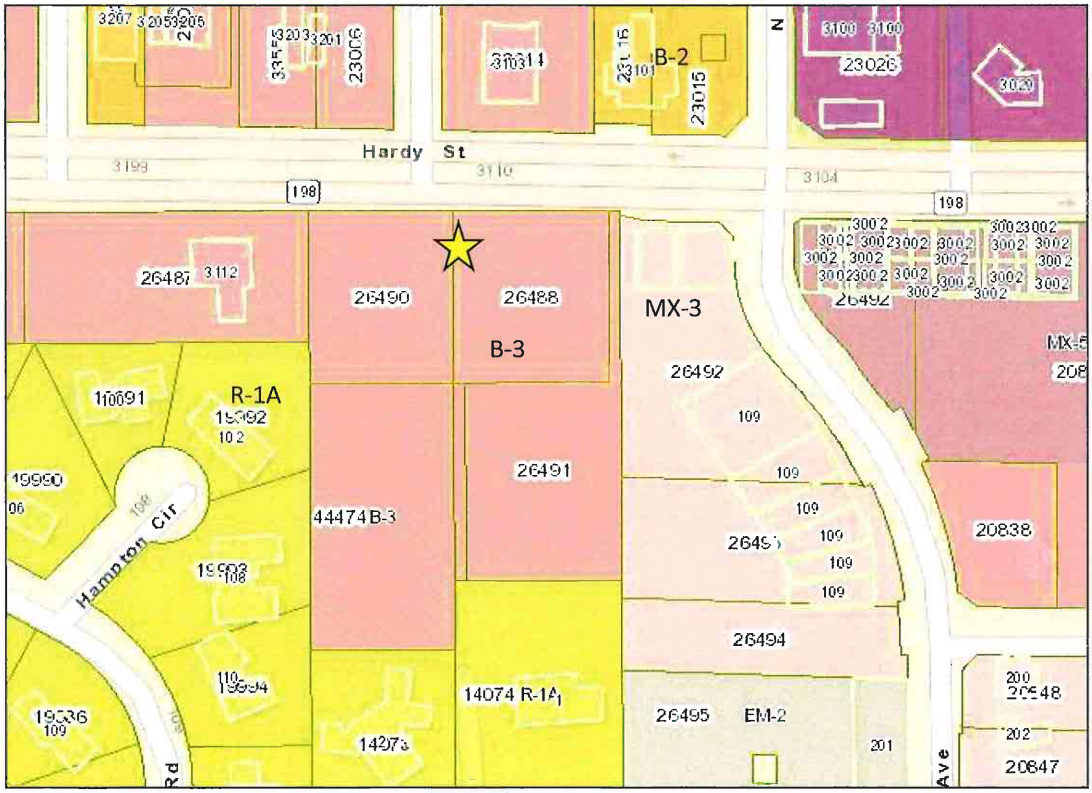
Request a variance from section 5.4.36.4, which states: no part of the active use area of a drive through restaurant, including the drive through, menu, and window, may be located closer than three hundred (300) feet to a lot containing a legal, conforming residential use, and instead allow for a distance 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).



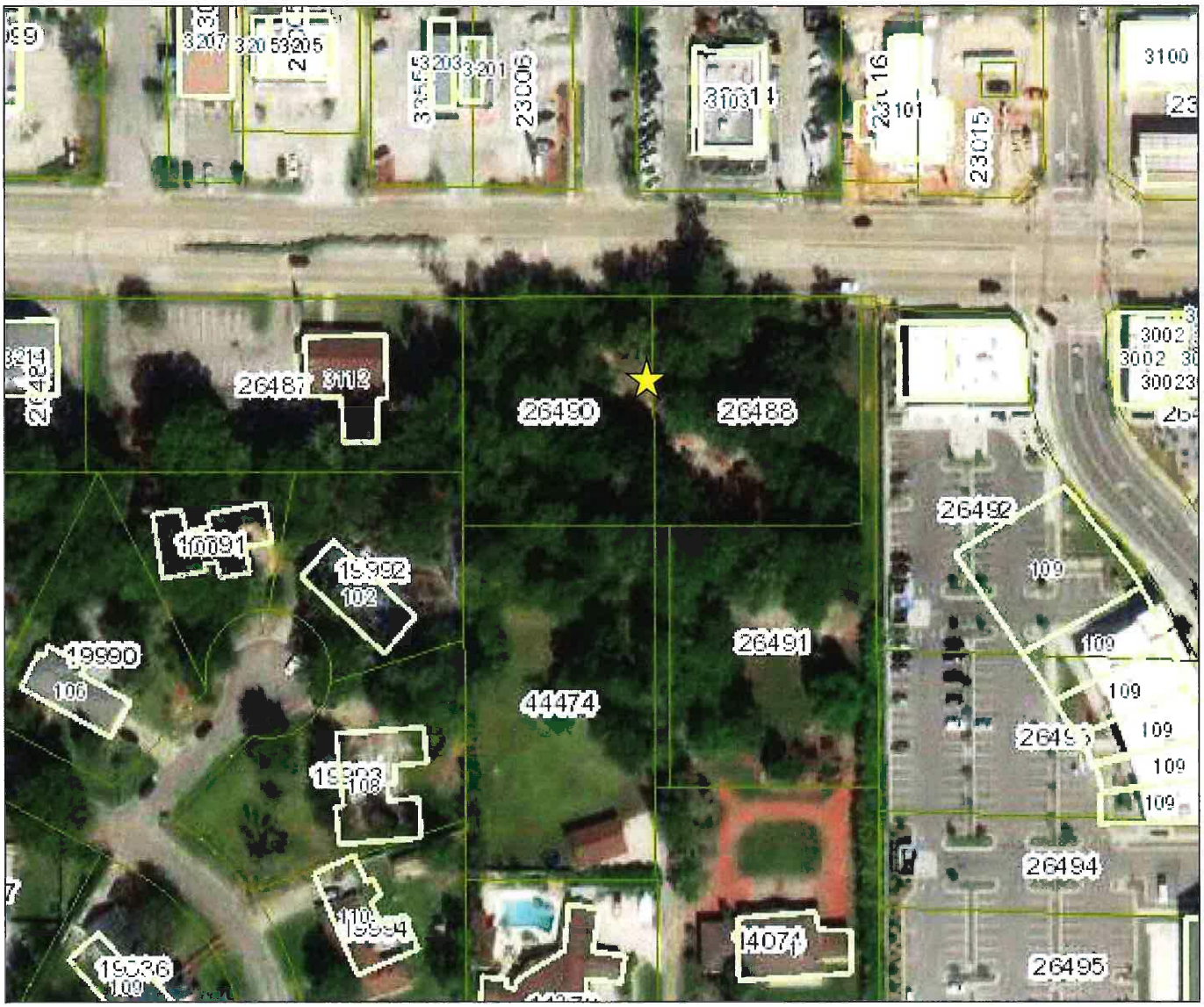
Vicinity Map—Ward 3



Zoning—B-3

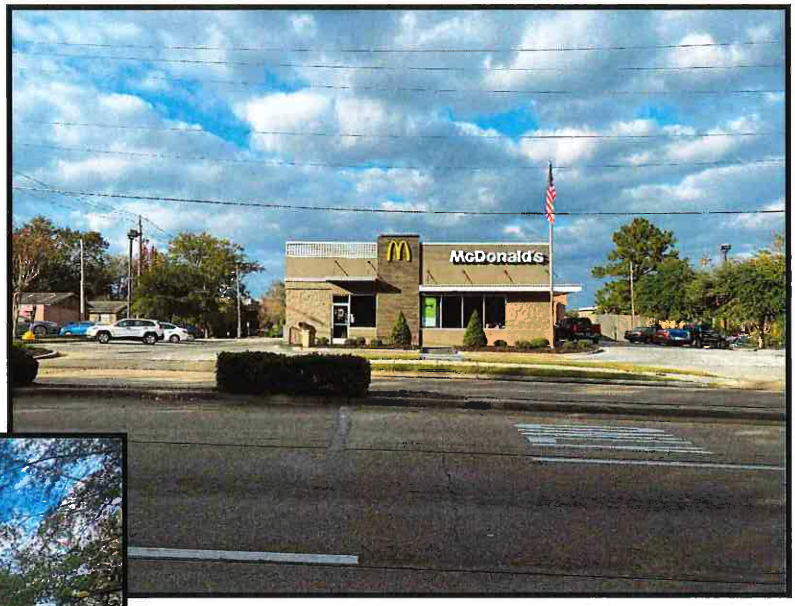


Site Aerial


26487
3112
26490
26488
26492
109
26491
44474
26494
26495
4071
10091
19992
102
49990
106
109
109
109
109

SURROUNDING AREA

Northern Direction: B-2 & B-3 Commercial





Southern Direction: R-1A Single Family Residential



Eastern Direction: MX-3 Mixed Use For-based code development.



Western Direction: B-3 Commercial & R-1A Single Family Residential

Board of Adjustment
Case Fact Sheet

Name of Petitioners: Forrest Dungan, Engineer, and Lynn Crosby Gammil, Owner, and SDP MS Hattiesburg 1,LLC, Applicant

Address of Property:	**Tax Parcel**	**PPIN:**	**Ward:**
3100 Hardy Street block	2-028N-07-095.00	26490	3
	2-028N-07-094.00	26488	
	2-028N-07-096.01	44474	

Request: **Variance – Drive through**

Purpose of Request: To consider 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).

Applicant Summary: See Attached

Applicable Regulations:

SECTION 5

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-3 Community Business District

Present Use: Undeveloped

Future Land Use: Community Business Corridor District

Surrounding Zoning and Land Use:
North: B-3 Community Business District/ Commercial
South: R-1A Single Family Residential
East: M-X3 Commercial form-based development
West: B-3 Community Business District/ Commercial & R-1A Single Family 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 redevelopment as a restaurant with drive through services and other commercial.

The Board of Adjustment should consider the impact a drive-through has on neighboring residential properties including sound, smell, as well as visual impact. Additionally, drive-throughs will add an increase in vehicular traffic immediately adjacent to a pedestrian oriented development. Traffic maneuvers should also be considered at this location as well, with limited access to Hardy Street west-bound traffic.

The Midtown Form-based Code limits drive-through access to Hardy Street by requiring Planning Commission approval.

Basis for Approval (12.4.1.1):

I. Hardship.

• The hardship is unique to the property and is not or will not be caused by the actions or inactions of the applicant.

• There are exceptional conditions creating an undue hardship applicable only to the property involved or the intended use which do not apply generally to the other land areas or uses within the same zoning district.

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

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

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

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

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

Variance Information

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

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

Approval Criteria.

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

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

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

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

The City of Hattiesburg code of ordinances does not differentiate between a drive through fast food restaurant and a restaurant with a pick up window Therefore, the literal interpretation of the code would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district as the the two proposed restaurants would not offer a menu board, drive through speaker or the ability to order in line for or at the pick up window. The restaurants would have a window that existed soley for the purpose of pick up orders. Any or all ordering would be done off premises and the window would exclusively be used for pick up/catering orders.

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

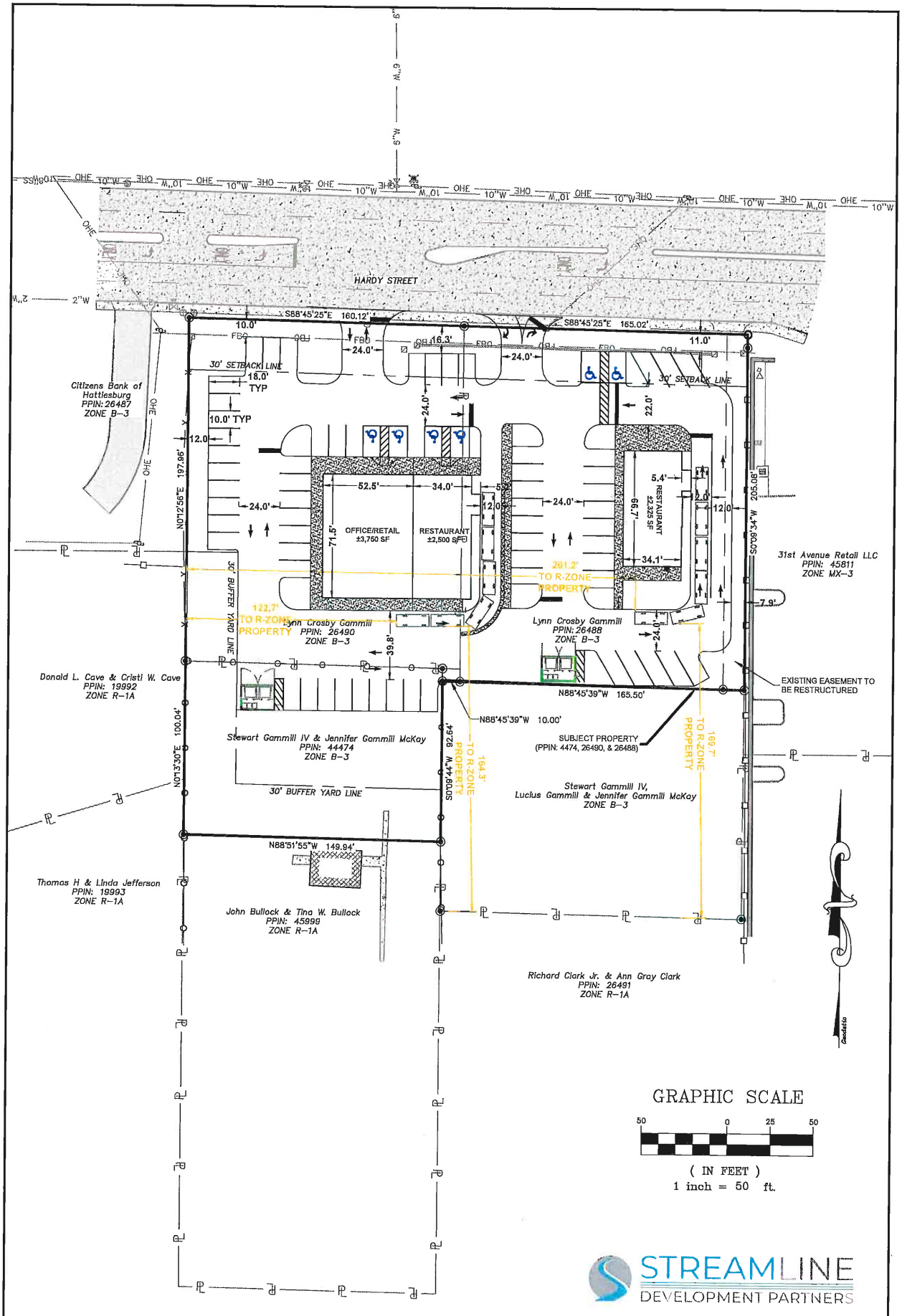
5. **Minimum Required.** The granting of a variance is the minimum variance that will make possible the reasonable use of the land or structure.

While engineering the site the applicant designed the site plan in order for both windows to be as far away from any residential users as the property dimensions allow.

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.

The granting of this variance will not conflict with the purposes and intent of the Land Development Code as the intent of the pick up/catering window varies from the intended intent impressed upon fast food restaurants. There is a stark contrast from a true fast food restaurant with ordering capabilities and a restaurant that includes a window for orders previously placed off site to be picked up by the customer.

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.



STREAMLINE DEVELOPMENT PARTNERS

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

MIDTOWN DEVELOPMENT
STREAMLINE DEVELOPMENT PARTNERS
10-25-2021
HATTIESBURG, MS

VARIANCE LAYOUT

MINUTES OF THE

REGULAR MEETING OF THE

HATTIESBURG BOARD OF ADJUSTMENT

December 1, 2021

The Hattiesburg Board of Adjustment did meet in regular session on December 1, 2021, at 3:30 PM at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Shawn Harris, Chair, presided over the meeting. A quorum was indicated and the attendance was as follows:

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

Board Members Absent: Bernard Green
James Hughes
Victoria Bolls
Bruce Betts, Vice-Chair

Also Present: Andrew Ellard, Director
Ginger Lowrey, Planning Division Manager
Jim Gladden, Esq.

Shawn Harris, Chair, declared the meeting of the Hattiesburg Board of Adjustment open and in session at 3:51 PM.

AGENDA REVIEW

There came the matter of the December 2021 Agenda. A motion was made to approve the December 2021 Agenda by Dick Conville and seconded by Lucy Parkman.

Board Members voting aye: Victoria Bolls (via GoToMeeting)
Bruce Betts, Vice-Chair
Dick Conville
Shawn Harris, Chair
Lucy Parkman

Stacy Ready (via GoToMeeting)
Brandon Williams (via GoToMeeting)

Board Members voting nay: None

MINUTES REVIEW

There came the matter of the October 6, 2021. Shawn Harris requested a motion to approve the minutes. A motion was made to approve the minutes by Brandon Williams and seconded Stacey Ready.

Board Members voting aye: Victoria Bolls (via GoToMeeting)
Bruce Betts, Vice-Chair
Dick Conville
Shawn Harris, Chair
Lucy Parkman
Stacy Ready (via GoToMeeting)
Brandon Williams (via GoToMeeting)

Board Members voting nay: None
Board Members Absent from Voting: James Trussell (via GoToMeeting)

REPORTS

PLANNING REPORT

Ginger Lowrey, Planning Division Manager, provided the Planning Report. On October 19, 2021 City Council approved the front setback variance request of 110 feet along US HWY 98 (to be located at 6365 US HWY 98 (BOA recommendations upheld).

CHAIR'S REPORT

Shawn Harris thanked the staff for their work while being extremely understaffed.

INTRODUCTIONS

Board members introduced themselves.

PUBLIC HEARING – BOARD OF ADJUSTMENT

Shawn Harris declared the Public Hearing for the Board of Adjustment open at 3:53 PM

There came the matter of Item A (Maximum Front Setback Variance), 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

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

	Name	Address	City/State
Presented by:	John Anglin	6652 US HWY 98	Hattiesburg, MS
	Rion Snowden	127 Buschman St	Hattiesburg, MS

Proponents:
Opponents: None

John Anglin, representative, presented the application. Mr. Anglin pointed out the peculiar shape of the lot along with having two front setbacks as a corner lot adds challenges to making use of the property without variances. He also noted that the existing building on site that is to be demolished is closer to the Coca-Cola Ave frontage than what the variance they are requesting the new building will be. Rion Snowden, the architect for the project, clarified the design layout for the proposed building.

Shawn Harris declared the Public Hearing closed and the Business Meeting open on Item A. Commissioner Conville noted the lack of hardship for this property, stating the only hardship is created by the designer of the site and that this does not meet the criteria for a variance. Shawn Harris made a motion to approve the petition on the following bases: special privilege: A variance shall not confer any special privilege that is denied to other lands or structures in the same zoning district and conformance with the purposes of the code: the granting of a variance will not conflict with the purposes and intent expressed or implied in the Land Development Code. Lucy Parkman seconded the motion. A roll call vote was conducted.

Board Members voting aye: Victoria Bolls (GoToMeeting)
Dick Conville
Bruce Betts, Vice-Chair
Shawn Harris, Chair
Lucy Parkman
James Trussell (via GoToMeeting)
Brandon Williams (via GoToMeeting

Board Members voting nay: None

There came the matter of Item B (Minimum Front Sign Setback), Justin Woodward,

Representative, 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 B-5, "10 feet", and instead allow a setback of zero feet (0) feet for a variance of ten feet (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).

	Name	Address	City/State
Presented by:	Justin Woodward	6439 US HWY 98	Hattiesburg, MS
	Roddy Rumbley	6439 US HWY 98	Hattiesburg, MS

Proponents: None
Opponents: None

Justin Woodward, representative, presented the application. He clarified the location of the sign, noting the site plan presented did not reflect the most up-to-date plan. Justin Woodward argued there were challenges with the existing topography that made placement challenging for visibility. Roddy Rumbley, owner, reiterated the challenges with placing the sign elsewhere on site, noting he would not be able to achieve the visibility he was seeking with other placements.

Chair Shawn Harris declared the Public Hearing closed and the Business Meeting open. Commissioner Conville stated this is a genuine justification for a variance, noting the challenging topography for the site. Commissioner Ready made a motion to approve the variance on the basis that the sign meets all six approval criteria: hardship, special privilege, literal interpretation, reasonable use, the minimum required, and conformance with the purpose of the Land Development. Commissioner Conville seconded the motion. A roll call vote was then conducted.

Board Members voting aye: Victoria Bolls (GoToMeeting)
Dick Conville
Bruce Betts, Vice-Chair
Shawn Harris, Chair
Lucy Parkman
James Trussell (via GoToMeeting)
Brandon Williams (via GoToMeeting

Board Members voting nay: None

There came the matter of Item C (Variance – Drive through), Forrest Dungan, Engineer,

and Lynn Crosby Gammil, 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).

	Name	Address	City/State
Presented by:	Forrest Dungan Joe Pegram	6052 US HWY 98 (GotoMeeting)	Hattiesburg, MS
Proponents:	None		
Opponents:	Lee Cave	108 Hampton Circle	Hattiesburg, MS

Forrest Dungan, Engineer, presented the application. Forrest pointed out that it is a national brand that is interested in this site. He provided clarification on the measurements and how they were calculated for the shortest distance to a residential lot. He also argued that the drive-through windows should be considered a "pick-up" window and would not serve as a traditional drive-through. Several board members raised concerns over the addition of another drive-through in the area, noting increased traffic concerns with this type of development. Lucy Parkman, Board Member, inquired about letters of support for this proposed development. Ginger Lowrey stated that staff had received two letters of support, one from the Gammil Family and one that was illegible and one property owner, Mr. Cave, called with concerns about the development. Joe Pegram, a representative of SDP MS, stated he believed the illegible letter of support was from Dr. Bullock based on conversations he had with him, but had no way of confirming that. He also noted that he only reached out to properties owners that directly touched the property.

Shawn Harris pointed out that the property is directly adjacent to the formal Midtown area, a pedestrian friendly area, and questioned the applicants whether or not they attempted to create a more pedestrian friendly development as opposed to sprawl development. Joe disagreed

that this is sprawl development and noted that this site is inclined for additional restaurant space, where it benefits from the proximity to the university and nearby commercial developments.

Lee Cave, opponent and nearby property owner, noted his concerns with the development, as he was not sure how it would affect his property value with his back yard directly abutting the development.

Chair Shawn Harris declared the Public Hearing closed and the Business Meeting open. Lucy Parkman made a motion to table the item until the petitioners have contacted more residents in the areas directly adjacent to and within a reasonable distance from the proposed development. Shawn Harris seconded the motion. A roll call vote was then conducted.

Board Members voting aye: Victoria Bolls (GoToMeeting)
Dick Conville
Bruce Betts, Vice-Chair
Shawn Harris, Chair
Lucy Parkman
James Trussell (via GoToMeeting)
Brandon Williams (via GoToMeeting

Board Members voting nay: None

The item was then tabled with the request that the applicants contact more residents

BUSINESS MEETING

There being no further business, Dick Conville made a motion to adjourn the meeting. The motion was seconded by Bruce Betts. The meeting was adjourned at 5:31 PM.

_____
Shawn Harris, Chair

_____
Ginger Lowrey, Planning Division Manager

MINUTES OF THE

REGULAR MEETING OF THE

HATTIESBURG BOARD OF ADJUSTMENT

January 5th, 2022

The Hattiesburg Board of Adjustment did meet in regular session on January 5th, at 3:30 PM at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Shawn Harris, Chair, presided over the meeting. A quorum was indicated and the attendance was as follows:

Board Members Present: Bruce Betts, Vice-Chair
Dick Conville
Shawn Harris, Chair (Via GotoMeeting)
Lucy Parkman
Stacey Ready (Via Gotomeeting)
Brandon Williams

Board Members Absent: Victoria Bolls
Bernard Green
James Hughes
James Trussell

Also Present: Ginger Lowrey, Planning Division Manager
Jim Gladden, Esq.
Nathan Satcher, Planning
Chris Seese, Planning Office Manager

Shawn Harris, Chair, declared the meeting of the Hattiesburg Board of Adjustment open and in session at 3:30 PM.

AGENDA REVIEW

There came the matter of the January 2021 Agenda. Staff noted a change to the agenda an asked to add the Tabled Item from the previous month (Item A – old business), the petition by Forrest Dungan and Lynn Crosby Gammil, and SDP MS Hattiesburg, 1, LLC for a variance from LDC section 5.4.36.4. Staff withdrew Item A due to an error in advertising. It will be readvertised and placed on the February agenda. A motion was made to approve the December 2021 Agenda by and seconded by Dick Conville

Board Members voting aye: Bruce Betts, Vice-Chair
Dick Conville
Shawn Harris, Chair (Via GotoMeeting)

Lucy Parkman
Stacey Ready (Via Gotomeeting)
Brandon Williams

Board Members voting nay: None

MINUTES REVIEW

There came the matter of the December 1, 2021 minutes. Staff were unable to prepare the minutes to due staff shortage and the December minutes will be included in the February meeting.

Board Members voting aye: Bruce Betts, Vice-Chair
Dick Conville
Shawn Harris, Chair (Via GotoMeeting)
Lucy Parkman
Stacey Ready (Via Gotomeeting)
Brandon Williams

Board Members voting nay: None

REPORTS

PLANNING REPORT

Ginger Lowrey, Planning Division Manager, provided the Planning Report. On December 20, 2021 City Council approved the setback variance 4607 Hardy St (BOA recommendations upheld).

CHAIR'S REPORT

No report given.

INTRODUCTIONS

Board members introduced themselves.

PUBLIC HEARING – BOARD OF ADJUSTMENT

Bruce Betts, Vice Chair, declared the Public Hearing for the Board of Adjustment open at 4:00 PM.

There came the matter of Item 1A, to remove from the table and consider a petition filed by Forrest Dungan, Engineer, and Lynn Crosby Gammil, 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). Stacey Ready made a motion to remove from the table and Shawn Harris seconded the motion.

Board Members voting aye: Bruce Betts, Vice-Chair
Shawn Harris, Chair (Via GotoMeeting)
Lucy Parkman
Stacey Ready (Via Gotomeeting)
Brandon Williams
Board Members voting nay: None
Board Members Recusing: Dick Conville

Name		Address	City/State
Presented by:	Forrest Dungan	1574 Hwy 98	Hattiesburg, MS
Proponents:	Joe Pegram	Via GotoMeeting	
Opponents:	None		

Forrest Dungan, representative, clarified that multiple letters were mailed out to nearby residents in an effort to obtain feedback on the project and none were returned. Joe Pegram, clarified on whom two of the letters were from.

Bruce Betts declared the meeting closed and open to voting on item A. Lucy Parkman made a motion to deny the request for the variance on the basis that the request does not meet any of the basis of approval. The motion was seconded by Shawn Harris.

Board Members voting aye(Denial): Bruce Betts, Vice-Chair
Shawn Harris, Chair (Via GotoMeeting)
Lucy Parkman
Brandon Williams
Board Members voting nay: Stacey Ready (Via Gotomeeting)
Board Members Recusing: Dick Conville

BUSINESS MEETING

There being no further business, Brandon Williams made a motion to adjourn the meeting. The motion was seconded by Lucy Parkman. The meeting was adjourned at 4:25 PM.

_____
Shawn Harris, Chair

_____

Ginger Lowrey, Planning Division Manager

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Send to:

Dept. of Urban Development
P.O. Box 1898
Hattiesburg, MS 39403
601.545.4599 or fax 601.545.1962

REQUEST TO APPEAL PLANNING COMMISSION OR BOARD OF ADJUSTMENTS RECOMMENDATION

Today's Date: 1/6/22
Planning Commission or Board of Adjustment Date: 1/5/22 (Appeals must be made within ten consecutive days of the recommendation)
Name of Property Owner/Petitioner: Lynn Crosby Gammil/ SDP MS Hattiesburg 1, LLC
Name of Person Requesting Appeal Hearing: SDP MS Hattiesburg 1, LLC
Mailing Address of Person Requesting Appeal Hearing: 310 Enterprise Drive Oxford, MS
Address of Petitioned Property: Parcel No. 2-028N-07-095.00, 2-028N-07-094.00, 2-028N-07-096.01; PPINs 26490, 26488, 44474.
Petitioner's Request of the Planning Commission or Board of Adjustments: 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
Planning Commission or Board of Adjustment's Recommendation: *Approve* ☐ *or* *Deny* ☒

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

Joe Pegram

Appellant (print)

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DocuSigned by:
Joe Pegram
8763B3C5D2A74EF...

Appellant (signature)

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Ronda Cole, Clerk of Council**

cc:

Date: **Tuesday, February 22, 2022**

Re: **Approve the minutes for the February 7 & 8, 2022 meeting of the City Council.**
File Number: 2022-112
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 February 22, 2022 City Council meeting for consideration.

Published Agenda

Monday, February 7, 2022 | **City Council** | **Council Chambers**
4:00 PM | **Monday Meeting Agenda** | **200 Forrest Street**

Call to Order
Agenda Review
Work Session

1.	**2022-57**	Excel by Five Presentation - requested by Councilman Dave Ware
2.	**2022-81**	Tax Abatements, presented by Alex Pickle
3.	**2022-74**	Jail contract with Forrest County, requested by Councilwoman Deborah Delgado
4.	**2022-75**	Employee Raises, requested by Councilwoman Deborah Delgado
5.	**2022-76**	Executive Orders, requested by Councilwoman Deborah Delgado

Citizens' Forum
Meeting Recess

****

Call to Order

BE IT REMEMBERED that the **proposed Agenda Review meeting of the Hattiesburg City Council was held at 4:00 p.m. Monday, February 7, 2022**, in Council Chambers at City Hall for the purpose of reviewing the proposed agenda for February 8, 2022, Council meeting; same being from an adjourned meeting held on January 18, 2022.

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

Council President Carroll Called the meeting to order.

Agenda Adjustments

The Clerk of Council read aloud the Agenda Adjustments.

Add Policy Items #15 and #16 at the request of the Administration as follows:

15.	**2022-83**	Adopt an Ordinance amending Ordinance No. 2845, adopted June 8, 2004, by establishing new ward boundary lines for the Council Election Districts for the City of Hattiesburg, Mississippi.
16.	**2022-82**	Acknowledge receipt of bids opened February 3, 2022 for the Elaine Circle Retaining Wall Repair Project and accept the bid from Walker Construction, LLC in the amount of $148,120.00; and authorize the Mayor to execute contracts upon preparation.

Agenda Review

Council President Carroll proceeded with the Agenda Review.

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

Work Session

1. **2022-57** Excel by Five Presentation - requested by Councilman Dave Ware

Attachments: Overview About Excel by 5 – Presented by Kathy Young

2. **2022-81** Tax Abatements, presented by Josh Sullivan

3. **2022-74** Jail contract with Forrest County, requested by Councilwoman Deborah Delgado

Council member Delgado made the following comments for the record:

- I requested a copy of the Jail contract and have been given one that took effect October 1, 2012. Paragraph 14 of the agreement provides that the agreement "…shall continue in force for one (1) year through and including September 30, 2013, unless altered or modified by agreement of the parties or unless earlier terminated…" As I am told there is no other agreement between the City and the County concerning the housing of prisoners.

- The agreement is general in nature and provides for the City being responsible for the cost of medical care, transporting prisoners for medical treatment, daily cost for housing each prisoner and a maximum water and sewer bill for the jail of $1,000 per month, among other things. It also provides that prisoners may be use as a part of the workforce for both the jail and the City.

- While nothing in the agreement specifically addresses the treatment of such prisoners, and such facilities are required to provide for the health and safety of prisoners, I would encourage the City to propose an updated agreement specifically addressing the health and safety of prisoners.

- In recent times I have received a number of calls from family members of persons being held in the jail ranging from bad treatment in general and beatings and failure to administer medication as directed and needed, no phone access after release if the release is after 5 PM; inmates who work off fines and are release do not have transportation at night and are forced to walk down Hwy 49 (one was killed walking up 49 a few years ago).

- Recently, there was a video shared with me where a seated, handcuffed inmate was tazed. There were at least 5 or 6 officers in the room. The officer who tazed the inmate still works at the jail. Persons who work in the jail should be required to wear body cams for the protection of both inmates and all employees who have contact with inmates. If the officer had tazed an animal on the premises I would venture to say that she would have been fired.

- The cost of calls from the Jail is outrageous. A 3-minute call from the jail by an inmate is approximately $15.00. That cost is entirely unreasonable and should be eliminated. If calls are to be allowed inmates there should be no cost. There may be a call limit placed on individuals and a limited amount of time for each call as well.

- The purpose of this presentation is the protection of persons who are inmates of the City of Hattiesburg. Any cost resulting from injury to such persons may be that of the Sheriff but as elected officials we have a responsibility to do all within our power to protect health and safely.

4. **2022-75** Employee Raises, requested by Councilwoman Deborah Delgado

Council member Delgado made the following comments for the record:

- During late summer and early fall of 2021, the City announced employee raises.

- Since the beginning of the current fiscal year I am constantly asked by different City employees when they will get those raises. Some have been told that the raises will not be given util the summer of 2022.

- If that is the case, it means that certain employees will not get their raises until we are preparing the 2022 – 2023 budget.

- For almost an entire year employee and their families must wait for a raise announced with great fanfare by the City back in the fall, 2021.

- While employees are happy to get raises, it is concerning that raises for the coming fiscal year are announced but will not be awarded until near the end of that year. If the announcement of the raises includes an explanation of when the raises will be actually received and why raises will not be awarded until that time, there would likely be fewer questions and complaints from employees.

- When I direct employees to talk to the Administration, they express concern about possible retribution.

- It would be helpful if the administration would communicate the rationale for the delay in time for raises to be given. Our hard-working employees, the City's greatest asset, deserve an explanation.

- In addition, The Treasury Department recently published that Coronavirus State and Local Fiscal Recovery Funds may be used to provide premium pay for essential workers, offering additional support to those who have and will bear the greatest health risks because of their service in critical sectors. The final rule provides a definition for premium pay along with a list of eligible workers. The City has many workers who fit within the given categories. It is time we get excited about the people who work for the City and venture to pay them equitably. Here is our opportunity.

5. **2022-76** Executive Orders, requested by Councilwoman Deborah Delgado

Council member Delgado asked the Work Session item #5 be moved to March.

Citizens' Forum

Council Vice President George proceeded with the Citizens' Forum.

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

The following citizens addressed the Council:

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 4:40 p.m., this 7th day of February, 2022**, by unanimous consent, until the 8th day of February, 2022.

ATTEST: **APPROVE:**

_____ _____

Clerk of Council **Council President**

ATTEST AND CERTIFY: **APPROVE:**

_____ _____

City Clerk **Mayor**

Published Agenda

Tuesday, February 8, 2022 | **City Council** | **Council Chambers**
5:00 PM | **Tuesday Meeting Agenda** | **200 Forrest Street**

Call to Order

Call to Prayer and Pledge of Allegiance

Presentation Agenda

POLICY AGENDA

1.	**2022-73**	Approve the minutes for the January 18, 2022 meeting of the City Council.
2.	**2022-56**	Adopt a Resolution setting Public Hearing on Monday, March 7th, 2022 at 4:00 p.m. in the City Council Chambers located at City Hall to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.
3.	**2022-79**	Approve Resolution authorizing the purchase of five (5) garbage trucks utilizing funds received from the U.S. Department of Treasury under the American Rescue Plan Act's State and Local Fiscal Recovery fund, as the provision of government services by the City of Hattiesburg.
4.	**2022-67**	Approve Contract with Neel-Schaffer, Inc. for engineering services related to the MidTown Streetscapes Improvement Project and authorize the Mayor to execute in duplicate.
5.	**2022-66**	Approve Letter Agreement with Right-of-Way Technology, Inc. for right-of-way services related to the Hall Avenue West Overpass Project (LPA 108639-802000) and authorize the Mayor to execute in duplicate.
6.	**2022-62**	Approve Lighting Agreement with Mississippi Power Company for additional lighting at 102 City Park Circle with a monthly increase of $8.43, and authorize the Mayor to execute the same.
7.	**2022-63**	Approve the upgrade of certain Southern Pine Electric street lights within the city limits to LED lights with a monthly increase in billing of $312.70 and authorize the Mayor to execute in duplicate.
8.	**2022-48**	Approved an Agreement between the City of Hattiesburg and Hattiesburg Exchange Club/ Dixie Youth inc. to operate and promote Dixie Youth Baseball for Hattiesburg residents for the operating period of March 1, 2022 through August 31, 2022, and authorize the Mayor to execute and issue manual check for same.
9.	**2022-68**	Approve Agreement between the City of Hattiesburg and Hattiesburg Little League to operate and promote Little League Baseball for Hattiesburg residents; for the operating period of March 1, 2022 through August 31, 2022, and authorize the Mayor to execute and issue manual check for same.
10.	**2022-77**	Approve Agreement between the City of Hattiesburg and Noon Day Optimist to operate and promote Hattiesburg Dixie Boys Baseball for Hattiesburg area residents for the operating period of March 1, 2022 until September 30, 2022, and authorize the Mayor to execute in duplicate and issue manual check for same.
11.	**2022-65**	Approve a 3-year contract with Environmental Systems Research Institute, Inc. (ESRI) for ArcGIS software access, maintenance and user licenses for a total cost of $115,500.00 and authorize the Mayor to execute in duplicate.
12.	**2022-60**	Authorize Mayor to execute Landlord Estoppel Certificate to Merchants Company, LLC, in connection with the lease transfer from The Merchants Company.
13.	**2022-61**	Declare and approve a sole source purchase for Watch Guard License and 1st Year Software Warranties for In Car 4RE Systems and body camera in the amount of $50,140.00 as a sole source purchase per section 37-7-1of the Mississippi Code of 1972 as amended; Watch Guard is a sole manufacturer and exclusive distributor of this system.
14.	**2022-78**	Request to enter closed session to determine the need for executive session regarding litigation related to the Mississippi State-Local Government Opioid Litigation at the conclusion of the meeting.
15.	**2022-83**	Adopt an Ordinance amending Ordinance No. 2845, adopted June 8, 2004, by establishing new ward boundary lines for the Council Election Districts for the City of Hattiesburg, Mississippi.
16.	**2022-82**	Acknowledge receipt of bids opened February 3, 2022 for the Elaine Circle Retaining Wall Repair Project and accept the bid from Walker Construction, LLC in the amount of $148,120.00; and authorize the Mayor to execute contracts upon preparation.

ROUTINE AGENDA

1.	**2022-47**	Acknowledge receipt of the 2021 Hattiesburg Dixie Youth Baseball Expenditure Report.
2.	**2022-50**	Acknowledge receipt of the 2021 Hattiesburg Little League Expenditure Report.
3.	**2022-70**	Acknowledge receipt of FY 2021 Expenditure Report from the Noon Day Optimist Club for Dixie Boys Baseball Program.
4.	**2022-58**	Acknowledge receipt of the two quote docket.
5.	**2022-72**	Acknowledge publication of Notice of Public Hearing for the 2021 Consolidated Annual Performance and Evaluation Report (CAPER).
6.	**2022-64**	Acknowledge receipt of fully executed and recorded warranty deed for property identified as Forrest County Tax Parcel No. 2-029P-10-301.00 (PPIN 019193) acquired for the Hall Avenue East Overpass Project.
7.	**2022-71**	Acknowledge receipt of Drainage Easement from Cascades Homeowners Association, Inc. for all of Lot K of Cascades Subdivision, Phase I.
8.	**2022-51**	Acknowledge receipt of a donation from the Hattiesburg Moose Lodge #1804 of One (1) Anafi Thermal USA Drone to the Hattiesburg Police Department with a value of $5000.00.
9.	**2022-69**	Approve specifications for the Bobby L. Chain Airport Hangar Door 6 Replacement project and authorize advertisement for bids.
10.	**2022-59**	Approve and authorize issuance of manual checks for CDBG Program Claims per attached Memorandum. {Entitlement CDBG}.
11.	**2022-52**	Approve the City's purchase of (2) two grave spaces, located in the Northwest quarter (NW 1/4), Lot 90, Section 38, at Highland Cemetery, Minute Book#2021, Page 270, in the amount of $ 350.00 from Joyce Craft; and authorize manual check for the same.
12.	**2022-53**	Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.
13.	**2022-49**	Approve claims docket for the period ending January 31, 2022.

In Memoriam:

- Mr. Eddie Stephen
- Mrs. Corene Washington
- Mr. Quentin Evans
- Mrs. Patricia Hughes
- Mr. James Eaton
- Mr. Bob Longstaff
- Mr. Larry Royals

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, February 8, 2022**, in Council Chambers at City Hall; same being from a recessed meeting held on February 7, 2022.

Those present included 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. Absent: Mayor Toby Barker.

Council President Carroll Called the meeting to order.

Call to Prayer and Pledge of Allegiance

The prayer was given by Officer Ross Kinsey.

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. **2022-73** Approve the minutes for the January 18, 2022 meeting of the City Council.

Attachments: 1-18-2022 Mins

A MOTION was made by Council Vice President George and seconded by Council Member Ware to Approve the minutes for the January 18, 2022 meeting of the City Council.

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

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

Nays: 0

2. **2022-56** Adopt a Resolution setting Public Hearing on Monday, March 7th, 2022 at 4:00 p.m. in the City Council Chambers located at City Hall to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.

Attachments: PH 002082022 Request to Set Public Hearing Memo
PH 02082022 Resolution

A MOTION was made by Council Vice President George and seconded by Council Member Ware to Adopt a Resolution (#2022-4) setting Public Hearing on Monday, March 7th, 2022 at 4:00 p.m. in the City Council Chambers located at City Hall to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.

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

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

Nays: 0

3. **2022-79** Approve Resolution authorizing the purchase of five (5) garbage trucks utilizing funds received from the U.S. Department of Treasury under the American Rescue Plan Act's State and Local Fiscal Recovery fund, as the provision of government services by the City of Hattiesburg

Attachments: Resolution Designating Funds for Purchase of Garbage Trucks 2.8.22
Ex. A to 2.8.22 Garbage Truck Resolution
Ex. B to 2.8.22 Garbage Truck Resolution(1)
Ex. B to 2.8.22 Garbage Truck Resolution
Ex. C to 2.8.22 Garbage Truck Resolution
Ex. D to 2.8.22 Garbage Truck Resolution

A MOTION was made by Council Vice President George and seconded by Council Member Ware to Approve Resolution (#2022-5) authorizing the purchase of five (5) garbage trucks utilizing funds received from the U.S. Department of Treasury under the American Rescue Plan Act's State and Local Fiscal Recovery fund, as the provision of government services by the City of Hattiesburg.

Council President Carroll suspended Robert's Rule of Order to allow the City's Chief Administrative

Officer, Ann Jones, to explain the resolution and answer Council member Delgado's questions.

Council member Delgado asked for her comments to be added to the record:

- During late summer and early fall of 2021, the City announced employee raises.
- Since the beginning of the current fiscal year I am constantly asked by different City employees when they will get those raises. Some have been told that the raises will not be given util the summer of 2022.
- If that is the case, it means that certain employees will not get their raises until we are preparing the 2022 – 2023 budget.
- For almost an entire year employee and their families must wait for a raise announced with great fanfare by the City back in the fall, 2021.
- While employees are happy to get raises, it is concerning that raises for the coming fiscal year are announced but will not be awarded until near the end of that year. If the announcement of the raises includes an explanation of when the raises will be actually received and why raises will not be awarded until that time, there would likely be fewer questions and complaints from employees.
- When I direct employees to talk to the Administration, they express concern about possible retribution.
- It would be helpful if the administration would communicate the rationale for the delay in time for raises to be given. Our hard-working employees, the City's greatest asset, deserve an explanation.
- In addition, The Treasury Department recently published that Coronavirus State and Local Fiscal Recovery Funds may be used to provide premium pay for essential workers, offering additional support to those who have and will bear the greatest health risks because of their service in critical sectors. The final rule provides a definition for premium pay along with a list of eligible workers. The City has many workers who fit within the given categories. It is time we get excited about the people who work for the City and venture to pay them equitably. Here is our opportunity.

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 (via teleconference)

4. **2022-67** Approve Contract with Neel-Schaffer, Inc. for engineering services related to the MidTown Streetscapes Improvement Project and authorize the Mayor to execute in duplicate.

Attachments: 1-11-21 Mid-Town - City Contract

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Approve Contract with Neel-Schaffer, Inc. for engineering services related to the MidTown Streetscapes Improvement 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 (via teleconference), Carroll, Ware and Brown

Nays: 0

5. **2022-66** Approve Letter Agreement with Right-of-Way Technology, Inc. for right-of-way services related to the Hall Avenue West Overpass Project (LPA 108639-802000) and authorize the Mayor to execute in duplicate.

Attachments: RTI Ltr Engagement

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Approve Letter Agreement with Right-of-Way Technology, Inc. for right-of-way services related to the Hall Avenue West Overpass Project (LPA 108639-802000) 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 (via teleconference), Carroll, Ware and Brown

Nays: 0

6. **2022-62** Approve Lighting Agreement with Mississippi Power Company for additional lighting at 102 City Park Circle with a monthly increase of $8.43, and authorize the Mayor to execute the same.

Attachments: MS Power-102 City Park Cir Auth

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Approve Lighting Agreement with Mississippi Power Company for additional lighting at 102 City Park Circle 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 (via teleconference), Carroll, Ware and Brown

Nays: 0

7. **2022-63** Approve the upgrade of certain Southern Pine Electric street lights within the city limits to LED lights with a monthly increase in billing of $312.70 and authorize the Mayor to execute in duplicate.

Attachments: City Of Hattiesburg Street Lights

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Approve the upgrade of certain Southern Pine Electric street lights within the city limits to LED lights with a monthly increase in billing of $312.70 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 (via teleconference), Carroll, Ware and Brown

Nays: 0

8. **2022-48** Approved an Agreement between the City of Hattiesburg and Hattiesburg Exchange Club/ Dixie Youth inc. to operate and promote Dixie Youth Baseball for Hattiesburg residents for the operating period of March 1, 2022 through August 31, 2022, and authorize the Mayor to execute and issue manual check for same.

Attachments: HDYB 2022 Agreement
HDYB 2021 Exp Report

A MOTION was made by Council Member Brown and seconded by Council Vice President George to Approved an Agreement between the City of Hattiesburg and Hattiesburg Exchange Club/ Dixie Youth inc. to operate and promote Dixie Youth Baseball for Hattiesburg residents for the operating period of March 1, 2022 through August 31, 2022, and authorize the Mayor to execute and issue manual check for same.

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

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

Nays: 0

9. **2022-68** Approve Agreement between the City of Hattiesburg and Hattiesburg Little League to operate and promote Little League Baseball for Hattiesburg residents; for the operating period of March 1, 2022 through August 31, 2022, and authorize the Mayor to execute and issue manual check for same.

Attachments: 2022 Hburg Lil league

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Approve Agreement between the City of Hattiesburg and Hattiesburg Little League to operate and promote Little

League Baseball for Hattiesburg residents; for the operating period of March 1, 2022 through August 31, 2022, and authorize the Mayor to execute and issue manual check for same.

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

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

Nays: 0

10. **2022-77** Approve Agreement between the City of Hattiesburg and Noon Day Optimist to operate and promote Hattiesburg Dixie Boys Baseball for Hattiesburg area residents for the operating period of March 1, 2022 until September 30, 2022, and authorize the Mayor to execute in duplicate and issue manual check for same.

Attachments: 2022 Noon Day optimist

A MOTION was made by Council Member Brown and seconded by Council Vice President George to Approve Agreement between the City of Hattiesburg and Noon Day Optimist to operate and promote Hattiesburg Dixie Boys Baseball for Hattiesburg area residents for the operating period of March 1, 2022 until September 30, 2022, and authorize the Mayor to execute in duplicate and issue manual check for same.

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

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

Nays: 0

11. **2022-65** Approve a 3-year contract with Environmental Systems Research Institute, Inc. (ESRI) for ArcGIS software access, maintenance and user licenses for a total cost of $115,500.00 and authorize the Mayor to execute in duplicate.

Attachments: ESRI ArcGIS Software Q-459542

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Approve a 3-year contract with Environmental Systems Research Institute, Inc. (ESRI) for ArcGIS software access, maintenance and user licenses for a total cost of $115,500.00 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 (via teleconference), Carroll, Ware and Brown

Nays: 0

12. **2022-60** Authorize Mayor to execute Landlord Estoppel Certificate to Merchants Company, LLC, in connection with the lease transfer from The Merchants Company.

Attachments: Merchants Company Landlord Estoppel Certificate - Hattiesburg, MS (1-24-22) (01657707xA180B)

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Authorize Mayor to execute Landlord Estoppel Certificate to Merchants Company, LLC, in connection with the lease transfer from The Merchants Company.

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

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

Nays: 0

13. **2022-61** Declare and approve a sole source purchase for Watch Guard License and 1st Year Software Warranties for In Car 4RE Systems and body camera in the amount of $50,140.00 as a sole source purchase per section 37-7-1of the Mississippi Code of 1972 as amended; Watch Guard is a sole manufacturer and exclusive distributor of this system.

Attachments: Request from Chief P. Sealy
Quote for Watch Guard/ Motorola License & 1st Year Software Warranties
Sole Source Letter

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Declare and approve a sole source purchase for Watch Guard License and 1st Year Software Warranties for In Car 4RE Systems and body camera in the amount of $50,140.00 as a sole source purchase per section 37-7-1of the Mississippi Code of 1972 as amended; Watch Guard is a sole manufacturer and exclusive distributor of this system.

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

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

Nays: 0

City Attorney Randy Pope stated that Policy Agenda item #14 will need to be moved to the end of the agenda.

14. **2022-78** Request to enter closed session to determine the need for executive session regarding litigation related to the Mississippi State-Local Government Opioid Litigation at the conclusion of the meeting.

Attachments: Opioid Settlement Memo of Understanding-February 2022

15. **2022-83** Adopt an Ordinance amending Ordinance No. 2845, adopted June 8, 2004, by establishing new ward boundary lines for the Council Election Districts for the City of Hattiesburg, Mississippi.

Attachments: Ordinance Establishing Wards FINAL 020422

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Adopt an Ordinance (#3308) amending Ordinance No. 2845, adopted June 8, 2004, by establishing new ward boundary lines for the Council Election Districts for the City of Hattiesburg, Mississippi.

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 (via teleconference)

16. **2022-82** Acknowledge receipt of bids opened February 3, 2022 for the Elaine Circle Retaining Wall Repair Project and accept the bid from Walker Construction, LLC in the amount of $148,120.00; and authorize the Mayor to execute contracts upon preparation.

Attachments: 1235-108_Recommend Award_2022-02-03
1235-108_Plans_Street Ready Set_2021-09-27
1235-108_Specs_street ready set_2021-09-27

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Acknowledge receipt of bids opened February 3, 2022 for the Elaine Circle Retaining Wall Repair Project and accept the bid from Walker Construction, LLC in the amount of $148,120.00; and authorize the Mayor to execute contracts upon preparation.

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

Yeas: 5 - George, Delgado (via teleconference), 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 Ware to approve the Routine Agenda.

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

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

Nays: 0

1. **2022-47** Acknowledge receipt of the 2021 Hattiesburg Dixie Youth Baseball Expenditure Report.

Attachments: HDYB 2021 Exp Report

2. **2022-50** Acknowledge receipt of the 2021 Hattiesburg Little League Expenditure Report.

Attachments: 2021 Hburg Lil league exp report

3. **2022-70** Acknowledge receipt of FY 2021 Expenditure Report from the Noon Day Optimist Club for Dixie Boys Baseball Program.

Attachments: EXP Report 2021 Dixie Boys

4. **2022-58** Acknowledge receipt of the two quote docket.

Attachments: 20220128115642

5. **2022-72** Acknowledge publication of Notice of Public Hearing for the 2021 Consolidated Annual Performance and Evaluation Report (CAPER).

Attachments: CAPER 2021 Notice of Public Hearing

6. **2022-64** Acknowledge receipt of fully executed and recorded warranty deed for property identified as Forrest County Tax Parcel No. 2-029P-10-301.00 (PPIN 019193) acquired for the Hall Avenue East Overpass Project.

Attachments: PPIN 019193-Stone Properties-recorded

7. **2022-71** Acknowledge receipt of Drainage Easement from Cascades Homeowners Association, Inc. for all of Lot K of Cascades Subdivision, Phase I.

Attachments: Drainage Easement Cascades Lot K

8. **2022-51** Acknowledge receipt of a donation from the Hattiesburg Moose Lodge #1804 of One (1) Anafi Thermal USA Drone to the Hattiesburg Police Department with a value of $5000.00.

Attachments: Sealy - Drone Donation Request
Hattiesburg Moose Lodge Donation Letter
Check - Earl Dudley
Drone Description

9. **2022-69** Approve specifications for the Bobby L. Chain Airport Hangar Door 6 Replacement project and authorize advertisement for bids.

Attachments: 11353_Specs_Street Ready Set_2022-01-26
Advertisement for bids

10. **2022-59** Approve and authorize issuance of manual checks for CDBG Program Claims per attached Memorandum. {Entitlement CDBG}.

Attachments: Manual Check Memo 02082022

11. **2022-52** Approve the City's purchase of (2) two grave spaces, located in the Northwest quarter (NW 1/4), Lot 90, Section 38, at Highland Cemetery, Minute Book#2021, Page 270, in the amount of $350.00 from Joyce Craft; and authorize manual check for the same.

Attachments: Buy Back (Joyce Craft)02-08-2022

12. **2022-53** Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.

Attachments: Memo's (02-08-2022)
Receipts (02-08-2022)
Deeds (02-08-2022)

13. **2022-49** Approve claims docket for the period ending January 31, 2022.

Attachments: DOCKET 22.01.31
DT

Executive Session

14. **2022-78** Request to enter closed session to determine the need for executive session regarding litigation related to the Mississippi State-Local Government Opioid Litigation at the conclusion of the meeting.

Attachments: Opioid Settlement Memo of Understanding-February 2022

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Request to enter closed session to determine the need for executive session regarding litigation related to the Mississippi State-Local Government Opioid Litigation at the conclusion of the meeting.

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

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

Nays: 0

A MOTION was made by Council Vice President George for the Council to enter closed session to determine the need to enter Executive Session at 5:19 p.m.

Council President Carroll asked for the Chambers to be cleared at this time.

A MOTION was made by Council Vice President George and seconded by Council Member Ware to enter Executive Session to discuss litigation related to the Mississippi State-Local Government Opioid Litigation, in accordance with Mississippi Code Section 25 41 7 (b) at 5:20 p.m.

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

Council member Delgado terminated the teleconference at 5:20 p.m.

The City Attorney stepped out into the hall and announced that the Council has gone into Executive Session to discuss litigation related to the Mississippi State-Local Government Opioid Litigation.

Those present for the Executive Session were Council members Jeffrey George, Carter Carroll, Dave Ware and Nicholas Brown; Director of Administration/City Clerk, Kermas Eaton; City Attorney, Randy Pope; Chief Administrative Officer, Ann Jones; Chief Communications Officer, Samantha McCain; Clerk of Council,

Ronda Kennedy; Deputy Clerk of Council, Lisa Luu Jolly.

A MOTION was made by Council Vice President George and seconded by Council Member Ware exit Executive Session and re-open the meeting to the public at 5:29 p.m.

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

Yeas: 4 George, Carroll, Ware and Brown

Nays: 0

Council President Carroll stated to the public that there was no action taken during Executive Session.

Council member Delgado resumed via teleconference at 5:30 p.m.

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Authorize City Attorney to sign Litigation Memorandum of Understanding related to the Mississippi State-Local Government 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

In Memoriam:

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

- Mr. Eddie Stephen
- Mrs. Corene Washington
- Mr. Quentin Evans
- Mrs. Patricia Hughes
- Mr. James Eaton
- Mr. Bob Longstaff
- Mr. Larry Royals
- Mr. Jack Sims
- Ms. Nancy Easterling

Meeting Adjourn

Council President Carroll declared the **meeting recessed at 5:31 p.m., this 8th day of February, 2022**, by unanimous consent, until the 22nd day of February, 2022.

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, February 22, 2022**

Re: **Approve or Deny a petition filed by Forrest Dungan, Engineer, and Lynn Crosby Gammil, Owner, and SDP MS Hattiesburg to request a variance from the required three hundred feet to 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.,** PPINs 26490, 26488, 44474 **- Hattiesburg Board of Adjustment recommended to Deny on January 5, 2022.**
File Number: 2022-109
Minute Book #

Summary
3100 block of Hardy St – Variance - Sec 5.4.36.4 Drive through Distance from Residential

Recommendation Statement

Please place this on the February 22, 2022 City Council meeting for consideration.

DocuSign Envelope ID: F6B8A7A9-258E-4493-8D6A-772B289788F9

Send to:

Dept. of Urban Development
P.O. Box 1898
Hattiesburg, MS 39403
601.545.4599 or fax 601.545.1962

REQUEST TO APPEAL PLANNING COMMISSION OR BOARD OF ADJUSTMENTS RECOMMENDATION

Today's Date: 1/6/22
Planning Commission or Board of Adjustment Date: 1/5/22 (Appeals must be made within ten consecutive days of the recommendation)
Name of Property Owner/Petitioner: Lynn Crosby Gammil/ SDP MS Hattiesburg 1, LLC
Name of Person Requesting Appeal Hearing: SDP MS Hattiesburg 1, LLC
Mailing Address of Person Requesting Appeal Hearing: 310 Enterprise Drive Oxford, MS
Address of Petitioned Property: Parcel No. 2-028N-07-095.00, 2-028N-07-094.00, 2-028N-07-096.01; PPINs 26490, 26488, 44474.
Petitioner's Request of the Planning Commission or Board of Adjustments: 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
Planning Commission or Board of Adjustment's Recommendation: *Approve* ☐ *or* *Deny* ☒

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

Joe Pegram

Appellant (print)

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DocuSigned by:
Joe Pegram
8763B3C5D2A74EF...

Appellant (signature)

MINUTES OF THE

REGULAR MEETING OF THE

HATTIESBURG BOARD OF ADJUSTMENT

January 5th, 2022

The Hattiesburg Board of Adjustment did meet in regular session on January 5th, at 3:30 PM at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Shawn Harris, Chair, presided over the meeting. A quorum was indicated and the attendance was as follows:

Board Members Present: Bruce Betts, Vice-Chair
Dick Conville
Shawn Harris, Chair (Via GotoMeeting)
Lucy Parkman
Stacey Ready (Via Gotomeeting)
Brandon Williams

Board Members Absent: Victoria Bolls
Bernard Green
James Hughes
James Trussell

Also Present: Ginger Lowrey, Planning Division Manager
Jim Gladden, Esq.
Nathan Satcher, Planning
Chris Seese, Planning Office Manager

Shawn Harris, Chair, declared the meeting of the Hattiesburg Board of Adjustment open and in session at 3:30 PM.

AGENDA REVIEW

There came the matter of the January 2021 Agenda. Staff noted a change to the agenda an asked to add the Tabled Item from the previous month (Item A – old business), the petition by Forrest Dungan and Lynn Crosby Gammil, and SDP MS Hattiesburg, 1, LLC for a variance from LDC section 5.4.36.4. Staff withdrawal of Item A due to an error in advertising and communication with the applicant, where it will be placed on the February Agenda. A motion was made to approve the December 2021 Agenda by and seconded by Dick Conville

Board Members voting aye: Bruce Betts, Vice-Chair
Dick Conville
Shawn Harris, Chair (Via GotoMeeting)
Lucy Parkman
Stacey Ready (Via Gotomeeting)
Brandon Williams

Board Members voting nay: None

MINUTES REVIEW

There came the matter of the December 1, 2021 minutes. Staff were unable to prepare the minutes to due staff shortage and the December minutes will be included in the February meeting.

Board Members voting aye: Bruce Betts, Vice-Chair
Dick Conville
Shawn Harris, Chair (Via GotoMeeting)
Lucy Parkman
Stacey Ready (Via Gotomeeting)

Brandon Williams

Board Members voting nay: None

REPORTS

PLANNING REPORT

Ginger Lowrey, Planning Division Manager, provided the Planning Report. On December 20, 2021 City Council approved the setback variance 4607 Hardy St (BOA recommendations upheld).

CHAIR'S REPORT

No report given.

INTRODUCTIONS

Board members introduced themselves.

PUBLIC HEARING – BOARD OF ADJUSTMENT

Bruce Betts, Vice Chair, declared the Public Hearing for the Board of Adjustment open at 4:00 PM.

There came the matter of Item 1A, to remove from the table and consider a petition filed by Forrest Dungan, Engineer, and Lynn Crosby Gammil, 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). Stacey Ready made a motion to remove from the table and Shawn Harris seconded the motion.

Board Members voting aye: Bruce Betts, Vice-Chair
Shawn Harris, Chair (Via GotoMeeting)
Lucy Parkman
Stacey Ready (Via Gotomeeting)
Brandon Williams

Board Members voting nay: None

Board Members Recusing: Dick Conville

	Name	Address	City/State
Presented by:	Forrest Dungan	1574 Hwy 98	Hattiesburg, MS
Proponents:	Joe Pegram	Via GotoMeeting	
Opponents:	None		

Forrest Dungan, representative, clarified that multiple letters were mailed out to nearby residents in an effort to obtain feedback on the project and none were returned. Joe Pegram, clarified on whom two of the letters were from.

Bruce Betts declared the meeting closed and open to voting on item A. Lucy Parkman made a motion to deny the request for the variance on the basis that the request does not meet any of the basis of approval. The motion was seconded by Shawn Harris.

Board Members voting aye(Denial):	Bruce Betts, Vice-Chair Shawn Harris, Chair (Via GotoMeeting) Lucy Parkman Brandon Williams
Board Members voting nay:	Stacey Ready (Via Gotomeeting)
Board Members Recusing:	Dick Conville

BUSINESS MEETING

There being no further business, Brandon Williams made a motion to adjourn the meeting. The motion was seconded by Lucy Parkman. The meeting was adjourned at 4:25 PM.

_____
Shawn Harris, Chair

_____
Ginger Lowrey, Planning Division Manager

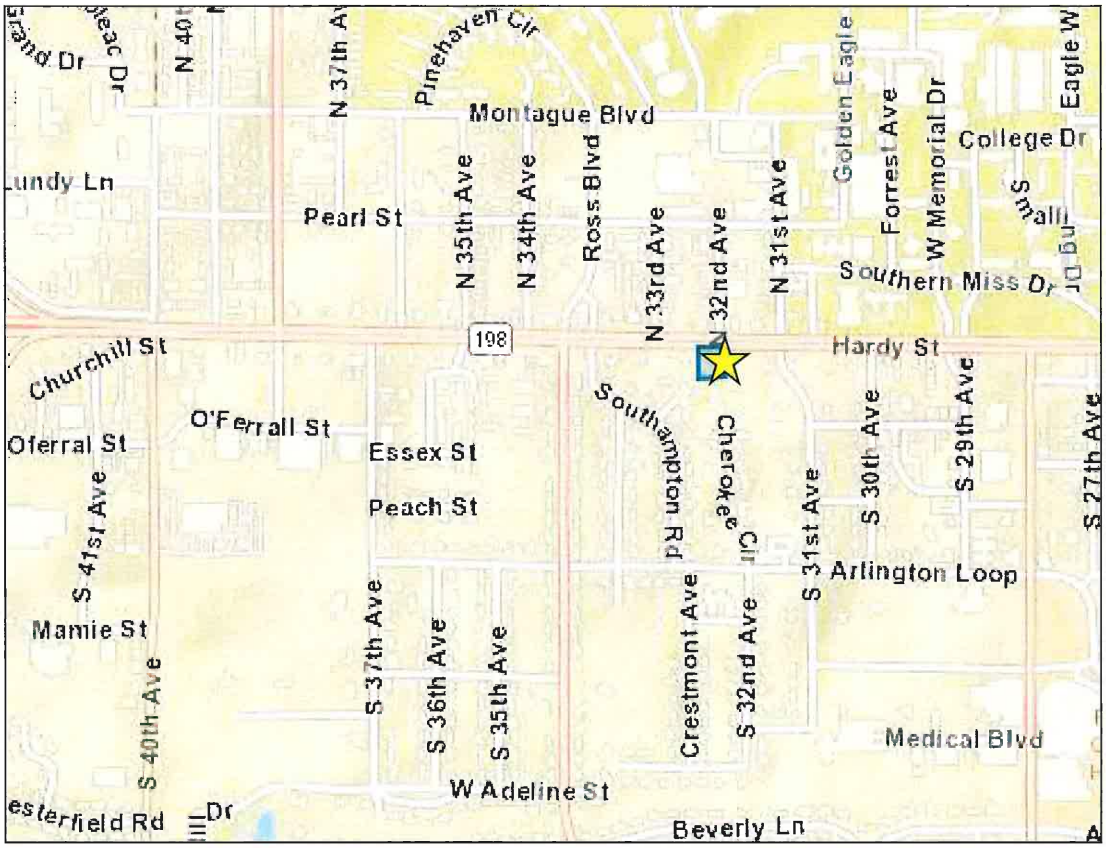
SUBJECT PARCEL:
3100 block of Hardy St

Forrest Dungan, Engineer, and Lynn Crosby Gammil, Owner, and SDP MS Hattiesburg 1,LLC, Applicant

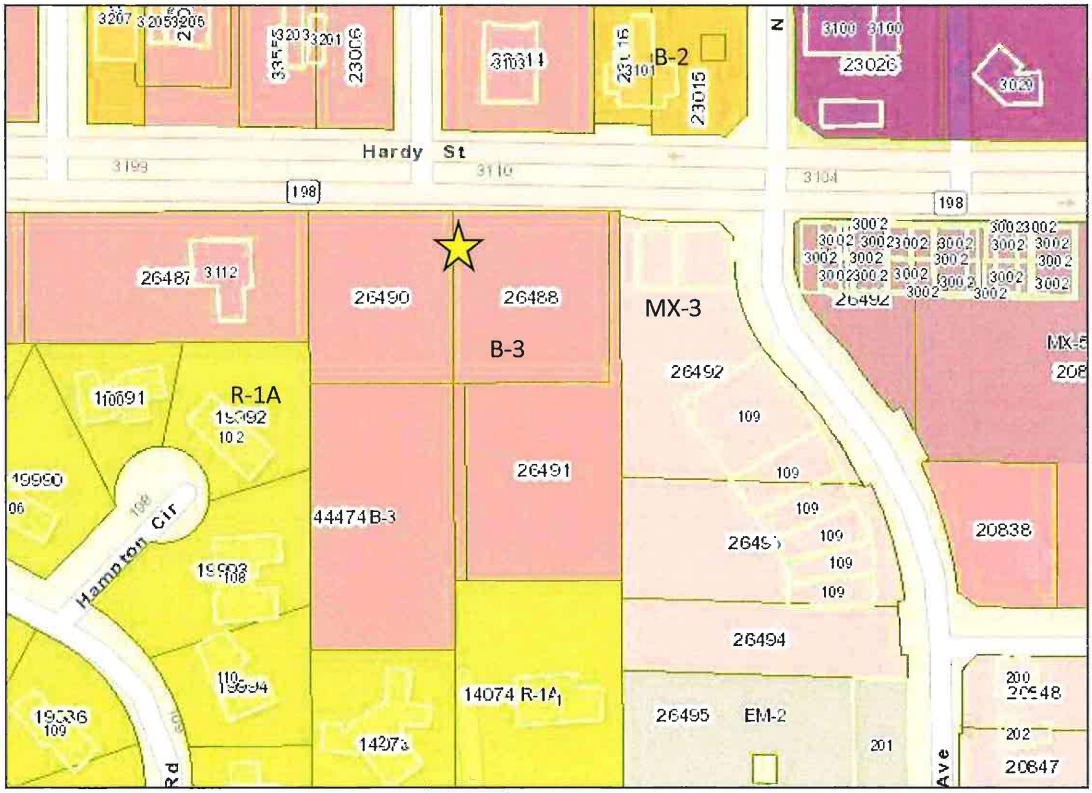
Request a variance from section 5.4.36.4, which states: no part of the active use area of a drive through restaurant, including the drive through, menu, and window, may be located closer than three hundred (300) feet to a lot containing a legal, conforming residential use, and instead allow for a distance 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).



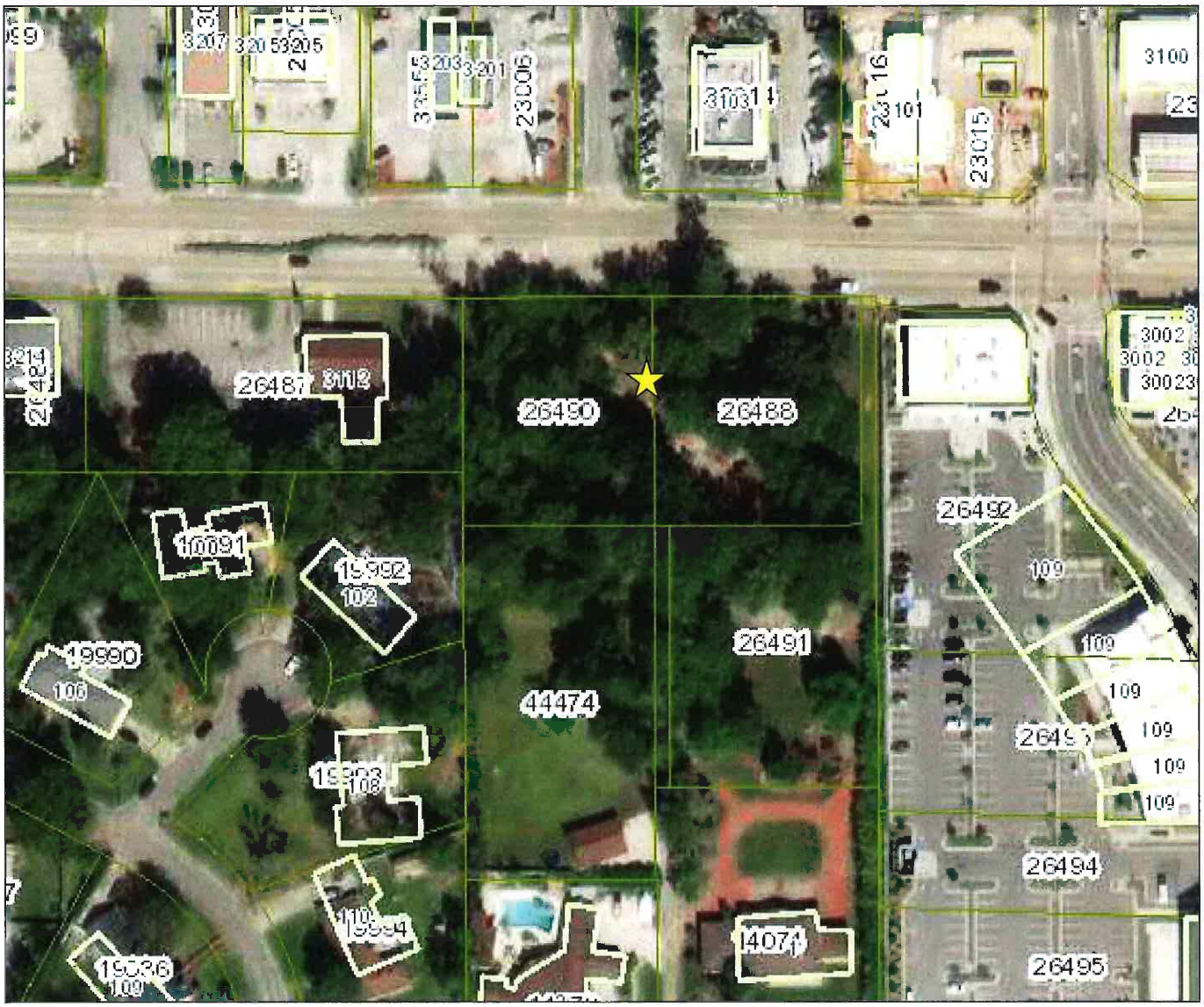
Vicinity Map—Ward 3



Zoning—B-3

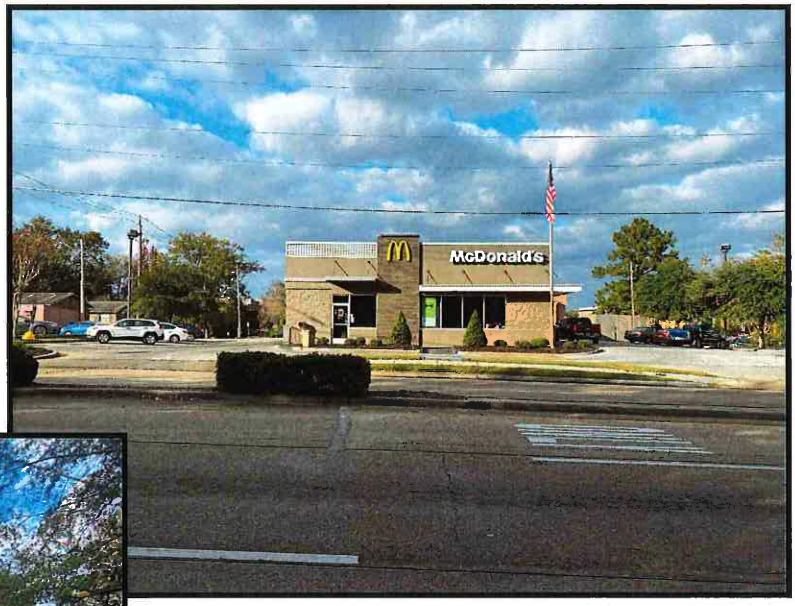


Site Aerial


26487
3112
26490
26488
26492
109
26491
44474
26494
26495
4071
10091
19992
102
49990
106
109
109
109
109

SURROUNDING AREA

Northern Direction: B-2 & B-3 Commercial





Southern Direction: R-1A Single Family Residential



Eastern Direction: MX-3 Mixed Use For-based code development.



Western Direction: B-3 Commercial & R-1A Single Family Residential

Board of Adjustment
Case Fact Sheet

Name of Petitioners: Forrest Dungan, Engineer, and Lynn Crosby Gammil, Owner, and SDP MS Hattiesburg 1,LLC, Applicant

Address of Property:	**Tax Parcel**	**PPIN:**	**Ward:**
3100 Hardy Street block	2-028N-07-095.00	26490	3
	2-028N-07-094.00	26488	
	2-028N-07-096.01	44474	

Request: **Variance – Drive through**

Purpose of Request: To consider 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).

Applicant Summary: See Attached

Applicable Regulations:

SECTION 5

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-3 Community Business District

Present Use: Undeveloped

Future Land Use: Community Business Corridor District

Surrounding Zoning and Land Use:
North: B-3 Community Business District/ Commercial
South: R-1A Single Family Residential
East: M-X3 Commercial form-based development
West: B-3 Community Business District/ Commercial & R-1A Single Family 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 redevelopment as a restaurant with drive through services and other commercial.

The Board of Adjustment should consider the impact a drive-through has on neighboring residential properties including sound, smell, as well as visual impact. Additionally, drive-throughs will add an increase in vehicular traffic immediately adjacent to a pedestrian oriented development. Traffic maneuvers should also be considered at this location as well, with limited access to Hardy Street west-bound traffic.

The Midtown Form-based Code limits drive-through access to Hardy Street by requiring Planning Commission approval.

Basis for Approval (12.4.1.1):

I. Hardship.

• The hardship is unique to the property and is not or will not be caused by the actions or inactions of the applicant.

• There are exceptional conditions creating an undue hardship applicable only to the property involved or the intended use which do not apply generally to the other land areas or uses within the same zoning district.

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

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

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

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

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

Variance Information

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

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

Approval Criteria.

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

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

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

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

The City of Hattiesburg code of ordinances does not differentiate between a drive through fast food restaurant and a restaurant with a pick up window Therefore, the literal interpretation of the code would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district as the the two proposed restaurants would not offer a menu board, drive through speaker or the ability to order in line for or at the pick up window. The restaurants would have a window that existed soley for the purpose of pick up orders. Any or all ordering would be done off premises and the window would exclusively be used for pick up/catering orders.

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

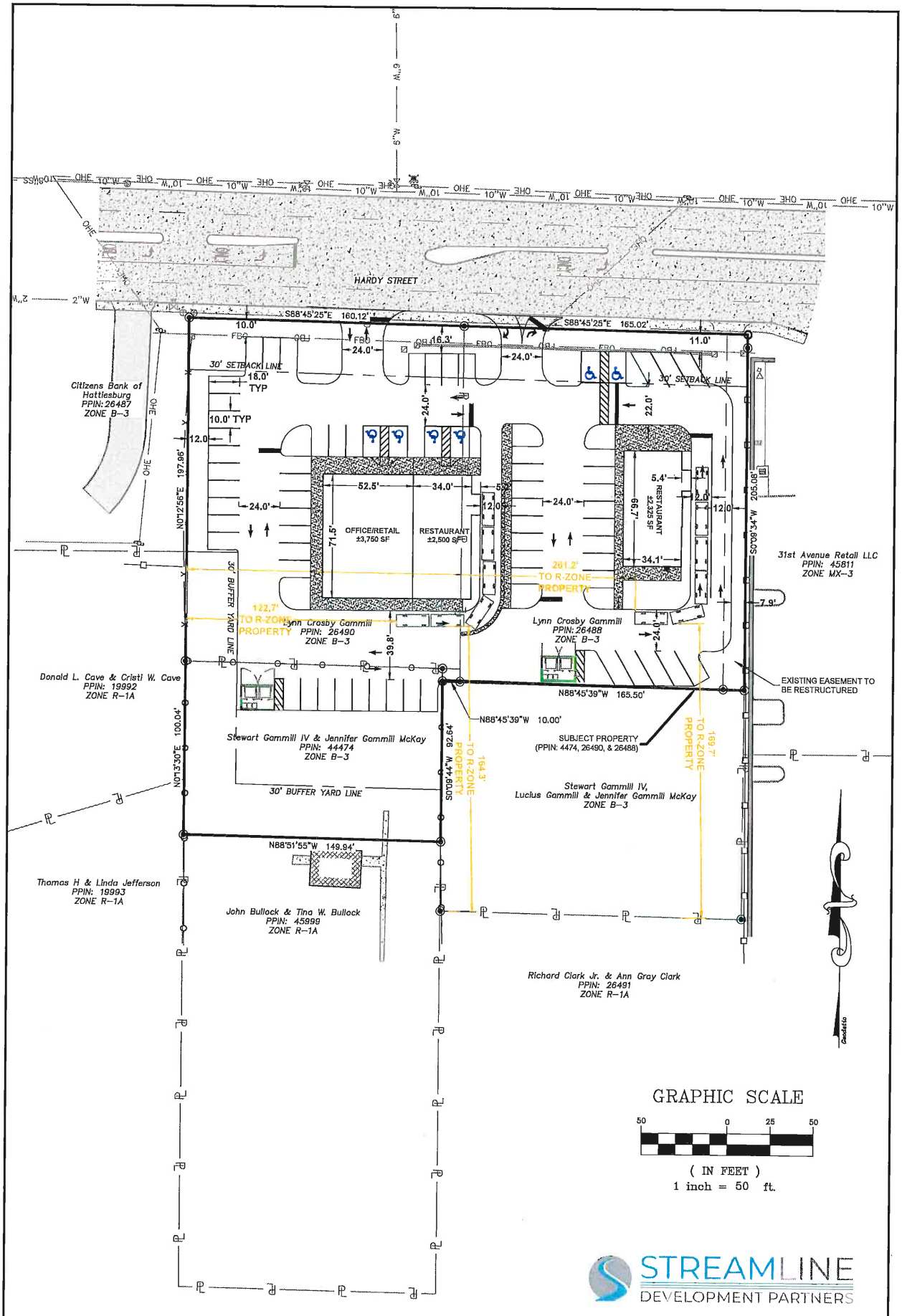
5. **Minimum Required.** The granting of a variance is the minimum variance that will make possible the reasonable use of the land or structure.

While engineering the site the applicant designed the site plan in order for both windows to be as far away from any residential users as the property dimensions allow.

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.

The granting of this variance will not conflict with the purposes and intent of the Land Development Code as the intent of the pick up/catering window varies from the intended intent impressed upon fast food restaurants. There is a stark contrast from a true fast food restaurant with ordering capabilities and a restaurant that includes a window for orders previously placed off site to be picked up by the customer.

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.



STREAMLINE DEVELOPMENT PARTNERS

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

MIDTOWN DEVELOPMENT
STREAMLINE DEVELOPMENT PARTNERS
10-25-2021
HATTIESBURG, MS

VARIANCE LAYOUT

MINUTES OF THE

REGULAR MEETING OF THE

HATTIESBURG BOARD OF ADJUSTMENT

December 1, 2021

The Hattiesburg Board of Adjustment did meet in regular session on December 1, 2021, at 3:30 PM at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Shawn Harris, Chair, presided over the meeting. A quorum was indicated and the attendance was as follows:

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

Board Members Absent: Bernard Green
James Hughes
Victoria Bolls
Bruce Betts, Vice-Chair

Also Present: Andrew Ellard, Director
Ginger Lowrey, Planning Division Manager
Jim Gladden, Esq.

Shawn Harris, Chair, declared the meeting of the Hattiesburg Board of Adjustment open and in session at 3:51 PM.

AGENDA REVIEW

There came the matter of the December 2021 Agenda. A motion was made to approve the December 2021 Agenda by Dick Conville and seconded by Lucy Parkman.

Board Members voting aye: Victoria Bolls (via GoToMeeting)
Bruce Betts, Vice-Chair
Dick Conville
Shawn Harris, Chair
Lucy Parkman

Stacy Ready (via GoToMeeting)
Brandon Williams (via GoToMeeting)

Board Members voting nay: None

MINUTES REVIEW

There came the matter of the October 6, 2021. Shawn Harris requested a motion to approve the minutes. A motion was made to approve the minutes by Brandon Williams and seconded Stacey Ready.

Board Members voting aye: Victoria Bolls (via GoToMeeting)
Bruce Betts, Vice-Chair
Dick Conville
Shawn Harris, Chair
Lucy Parkman
Stacy Ready (via GoToMeeting)
Brandon Williams (via GoToMeeting)

Board Members voting nay: None
Board Members Absent from Voting: James Trussell (via GoToMeeting)

REPORTS

PLANNING REPORT

Ginger Lowrey, Planning Division Manager, provided the Planning Report. On October 19, 2021 City Council approved the front setback variance request of 110 feet along US HWY 98 (to be located at 6365 US HWY 98 (BOA recommendations upheld).

CHAIR'S REPORT

Shawn Harris thanked the staff for their work while being extremely understaffed.

INTRODUCTIONS

Board members introduced themselves.

PUBLIC HEARING – BOARD OF ADJUSTMENT

Shawn Harris declared the Public Hearing for the Board of Adjustment open at 3:53 PM

There came the matter of Item A (Maximum Front Setback Variance), 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

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

	Name	Address	City/State
Presented by:	John Anglin	6652 US HWY 98	Hattiesburg, MS
	Rion Snowden	127 Buschman St	Hattiesburg, MS

Proponents:
Opponents: None

John Anglin, representative, presented the application. Mr. Anglin pointed out the peculiar shape of the lot along with having two front setbacks as a corner lot adds challenges to making use of the property without variances. He also noted that the existing building on site that is to be demolished is closer to the Coca-Cola Ave frontage than what the variance they are requesting the new building will be. Rion Snowden, the architect for the project, clarified the design layout for the proposed building.

Shawn Harris declared the Public Hearing closed and the Business Meeting open on Item A. Commissioner Conville noted the lack of hardship for this property, stating the only hardship is created by the designer of the site and that this does not meet the criteria for a variance. Shawn Harris made a motion to approve the petition on the following bases: special privilege: A variance shall not confer any special privilege that is denied to other lands or structures in the same zoning district and conformance with the purposes of the code: the granting of a variance will not conflict with the purposes and intent expressed or implied in the Land Development Code. Lucy Parkman seconded the motion. A roll call vote was conducted.

Board Members voting aye: Victoria Bolls (GoToMeeting)
Dick Conville
Bruce Betts, Vice-Chair
Shawn Harris, Chair
Lucy Parkman
James Trussell (via GoToMeeting)
Brandon Williams (via GoToMeeting

Board Members voting nay: None

There came the matter of Item B (Minimum Front Sign Setback), Justin Woodward,

Representative, 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 B-5, "10 feet", and instead allow a setback of zero feet (0) feet for a variance of ten feet (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).

	Name	Address	City/State
Presented by:	Justin Woodward	6439 US HWY 98	Hattiesburg, MS
	Roddy Rumbley	6439 US HWY 98	Hattiesburg, MS

Proponents: None
Opponents: None

Justin Woodward, representative, presented the application. He clarified the location of the sign, noting the site plan presented did not reflect the most up-to-date plan. Justin Woodward argued there were challenges with the existing topography that made placement challenging for visibility. Roddy Rumbley, owner, reiterated the challenges with placing the sign elsewhere on site, noting he would not be able to achieve the visibility he was seeking with other placements.

Chair Shawn Harris declared the Public Hearing closed and the Business Meeting open. Commissioner Conville stated this is a genuine justification for a variance, noting the challenging topography for the site. Commissioner Ready made a motion to approve the variance on the basis that the sign meets all six approval criteria: hardship, special privilege, literal interpretation, reasonable use, the minimum required, and conformance with the purpose of the Land Development. Commissioner Conville seconded the motion. A roll call vote was then conducted.

Board Members voting aye: Victoria Bolls (GoToMeeting)
Dick Conville
Bruce Betts, Vice-Chair
Shawn Harris, Chair
Lucy Parkman
James Trussell (via GoToMeeting)
Brandon Williams (via GoToMeeting

Board Members voting nay: None

There came the matter of Item C (Variance – Drive through), Forrest Dungan, Engineer,

and Lynn Crosby Gammil, 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).

	Name	Address	City/State
Presented by:	Forrest Dungan Joe Pegram	6052 US HWY 98 (GotoMeeting)	Hattiesburg, MS
Proponents:	None		
Opponents:	Lee Cave	108 Hampton Circle	Hattiesburg, MS

Forrest Dungan, Engineer, presented the application. Forrest pointed out that it is a national brand that is interested in this site. He provided clarification on the measurements and how they were calculated for the shortest distance to a residential lot. He also argued that the drive-through windows should be considered a "pick-up" window and would not serve as a traditional drive-through. Several board members raised concerns over the addition of another drive-through in the area, noting increased traffic concerns with this type of development. Lucy Parkman, Board Member, inquired about letters of support for this proposed development. Ginger Lowrey stated that staff had received two letters of support, one from the Gammil Family and one that was illegible and one property owner, Mr. Cave, called with concerns about the development. Joe Pegram, a representative of SDP MS, stated he believed the illegible letter of support was from Dr. Bullock based on conversations he had with him, but had no way of confirming that. He also noted that he only reached out to properties owners that directly touched the property.

Shawn Harris pointed out that the property is directly adjacent to the formal Midtown area, a pedestrian friendly area, and questioned the applicants whether or not they attempted to create a more pedestrian friendly development as opposed to sprawl development. Joe disagreed

that this is sprawl development and noted that this site is inclined for additional restaurant space, where it benefits from the proximity to the university and nearby commercial developments.

Lee Cave, opponent and nearby property owner, noted his concerns with the development, as he was not sure how it would affect his property value with his back yard directly abutting the development.

Chair Shawn Harris declared the Public Hearing closed and the Business Meeting open. Lucy Parkman made a motion to table the item until the petitioners have contacted more residents in the areas directly adjacent to and within a reasonable distance from the proposed development. Shawn Harris seconded the motion. A roll call vote was then conducted.

Board Members voting aye: Victoria Bolls (GoToMeeting)
Dick Conville
Bruce Betts, Vice-Chair
Shawn Harris, Chair
Lucy Parkman
James Trussell (via GoToMeeting)
Brandon Williams (via GoToMeeting

Board Members voting nay: None

The item was then tabled with the request that the applicants contact more residents

BUSINESS MEETING

There being no further business, Dick Conville made a motion to adjourn the meeting. The motion was seconded by Bruce Betts. The meeting was adjourned at 5:31 PM.

_____
Shawn Harris, Chair

_____
Ginger Lowrey, Planning Division Manager

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Ginger Lowrey, Planning Administrator**

cc:

Date: **Tuesday, February 22, 2022**

Re:

Approve or Deny a petition filed by Robert G Smith and Gary W Adams, Owners, to request a variance and allow a setback of zero (0) feet for a variance of ten (10) feet, and a variance of five (5) feet from the the side property lot for a proposed accessory building at 2505 Arcadia Street (Parcel 2-039B-17-136.00, PPIN 24511, Ward 4). The Board of Adjustment recommended to Approve on February 2, 2022.
File Number: 2022-96
Minute Book #

Summary
2505 Arcadia St - Variance - Side setback requests

Recommendation Statement

Please place this on the February 22, 2022 City Council meeting for consideration.

Board of Adjustment
Case Fact Sheet

Name of Petitioners: Robert G Smith and Gary W Adams, Owners

Address of Property:	**Tax Parcel**	**PPIN:**	**Ward:**
2505 Arcadia St	2-039B-17-136.00	24511	4

Request: **Side Setback Variance**

Purpose of Request: To consider a variance from section 6, Table 6.1 of the Land Development Code, Ord. No. 3209 "Minimum Side Setback" for R-1A, "10 feet", and instead allow a setback of zero (0) feet for a variance of ten (10) feet, and from Section 5.4.2.6.iii, Accessory Buildings "Accessory residential structures shall be ... five (5) feet from the side property lot." for a variance of five (5) feet for a proposed accessory building at 2505 Arcadia Street (Parcel 2-039B-17-136.00, PPIN 24511, Ward 4).

Applicant Summary: See Attached

Applicable Regulations:

SECTION 5 **5.4.2 Accessory Uses, Buildings**

5.4.2.1 In no event shall "accessory use" or "accessory structure" be construed to authorize a use or structure not otherwise permitted in the district in which the principal use is located.
5.4.2.2 All accessory uses and accessory structures shall conform to the applicable requirements of this ordinance, including all dimensional requirements and use, design, and landscaping standards applicable to the primary use/ structure. The provisions of this section establish additional requirements and restrictions for particular accessory uses and structures.

5.4.2.3 Accessory uses and structures that are clearly related to and incidental to the permitted principal use or structure on the lot

are permitted in all districts.

5.4.2.4 All accessory uses and structures shall require the issuance of a certificate of zoning compliance.

5.4.2.5 Structures accessory to residential uses (except for agricultural buildings located in agricultural districts) shall have a combined floor area (aggregate of all detached accessory structures) of no more than 33% of the total floor area of the principal structure.

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

i. In the A1 District, accessory structures located more than 100 feet from the primary street may be placed in the front yard; and

ii. Detached garages shall be permitted in side yards.

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

SECTION 6 **Table 6.1 – Dimensional Standards and Measurements**

Table 6.1 Dimensional Standards

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

6.7.2 Measuring Structure Distance. When determining distances for setbacks and structure dimensions, all distances are measured along a horizontal plane from the appropriate property line, edge of building, structure, storage area, parking area, or other object. These distances are not measured by following the topography of the land. Measurements are also taken along the shortest distance between two points. See Diagram 6.2.

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

Item: A
Robert G Smith and Gary W Adams, Owners
Request for: **Side Setback Variance**

Present Use: Residence

Future Land Use: Neighborhood Conservation District 2

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

Letters or Concerns stated: The Planning Division Office has not received any letters or other written communications relative to this case as of January 24, 2022. The Applicant submitted letters of support from neighbors.

History / Background: The petitioner met with Staff to discuss the addition of a detached garage in the side yard. The plans submitted show the detached garage encroaching on the required setback(s) on the side and is considered an accessory structure. Detached garages are permitted as accessory structures in side yards (LDC 5.4.2.6.ii) with design stipulations. The proposed detached garage meets size requirements (for accessory structures (Sec 5.4.2.5 Structures accessory to residential uses shall have a combined floor area of no more than 33% of the total floor area of the principal structure).

This request was originally on the January agenda. Staff removed it due to an error in the legal notice.

Basis for Approval (12.4.1.1):

I. Hardship.
• The hardship is unique to the property and is not or will not be caused by the actions or inactions of the applicant.
• There are exceptional conditions creating an undue hardship applicable only to the property involved or the intended use which do not apply generally to the other land areas or uses within the same zoning district.
II. Special Privilege. A variance shall not confer any special privilege that is denied to other lands or structures in the same zoning district.
III. Literal Interpretation. The literal interpretation of the provisions of the regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district and would cause unnecessary and undue hardship on the applicant.
IV. Reasonable Use. The applicant cannot make reasonable use of the property without the requested variance.
V. Minimum Required. The granting of a variance is the minimum variance that will make possible the reasonable use of the land or structure.
VI. Conformance with the Purposes of this Code. The granting of a variance will not conflict with the purposes and intent expressed or implied in the Land Development Code.

DATE: November 22, 2021

TO: Board of Adjustment

FROM: Robert G. Smith and Gary W. Adam

We are seeking this variance to have reasonable use of the driveway that is situated at the property line on the West side of our property. In April 2021, we enclosed our carport-storage room to increase the living space in our home. As a result, we lost our only covered parking space and storage room. The structures we are wanting to build will not be attached to the our home and will be abut the property line between our property (2505 Arcadia Street) and our neighbor's property (2507 Arcadia Street). These structures are fifteen feet from the eastern wall of our neighbor's home. The project does not encroach on our neighbor's property but does afford to us a covered parking area and storage room.

Dear Neighbor,

We are in the process of submitting a Public Hearing Application with the City of Hattiesburg's Planning Office. In January 2021, we enclosed our carport and adjacent storage room as our home's new Family Room. It is a large space covering nearly six hundred square feet. Because we have no covered parking or exterior storage space, we are petitioning the city for approval to construct these two spaces at the end of our current driveway. There is zero encroachment of or on any adjacent property nor will any adjacent property be used in any way during this project. Because this project comes within ten feet of our property line, we are required to notify adjoining property owners of our petition to the City of Hattiesburg Planning Division.

Please find an attached drawing of our proposed project. As per the requirements for this process, we are informing you of our petition for a variance. At the bottom of the page, please check 1) Approve my neighbor's plan or 2) Disapprove my neighbor's plan then sign and date below.

We have provided a stamped envelope if you need time to and/or wish to mail it yourself. If not, we are happy to take your signed form and include it with the packet that must be returned on or before Monday, November 22, 2021. We sincerely appreciate your assistance with this matter and, as always, we look forward to continued improvements throughout the Sunset-Arcadia Neighborhood.

With kindest regards,

Robert G. Smith
Home Owner

Gary W. Adam
Home Owner

Check one of the boxes below and Sign and Date

✓ **Acknowledge and approve variance for 2505 Arcadia Street**

____ **Acknowledge but disapprove variance for 2505 Arcadia Street**

Joey Ochre
Signature of Property Owner

11/27/2021
Date

2507 Arcadia Street
Hattiesburg, Mississippi 39402

Your Name

Dear Neighbor,

We are in the process of submitting a Public Hearing Application with the City of Hattiesburg's Planning Office. In January 2021, we enclosed our carport and adjacent storage room as our home's new Family Room. It is a large space covering nearly six hundred square feet. Because we have no covered parking or exterior storage space, we are petitioning the city for approval to construct these two spaces at the end of our current driveway. There is zero encroachment of or on any adjacent property nor will any adjacent property be used in any way during this project. Because this project comes within ten feet of our property line, we are required to notify adjoining property owners of our petition to the City of Hattiesburg Planning Division.

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With kindest regards,

Robert G. Smith
Home Owner

Gary W. Adam
Home Owner

Check one of the boxes below and Sign and Date

✓ **Acknowledge and approve variance for 2505 Arcadia Street**

____ **Acknowledge but disapprove variance for 2505 Arcadia Street**

Signature of Property Owner

11/13/21
Date

2500 Sierra Circle
Hattiesburg, Mississippi 39402

Your Name

Dear Neighbor,

We are in the process of submitting a Public Hearing Application with the City of Hattiesburg's Planning Office. In January 2021, we enclosed our carport and adjacent storage room as our home's new Family Room. It is a large space covering nearly six hundred square feet. Because we have no covered parking or exterior storage space, we are petitioning the city for approval to construct these two spaces at the end of our current driveway. There is zero encroachment of or on any adjacent property nor will any adjacent property be used in any way during this project. Because this project comes within ten feet of our property line, we are required to notify adjoining property owners of our petition to the City of Hattiesburg Planning Division.

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With kindest regards,

Robert G. Smith
Home Owner

Gary W. Adam
Home Owner

Check one of the boxes below and Sign and Date

✓ **Acknowledge and approve variance for 2505 Arcadia Street**

____ **Acknowledge but disapprove variance for 2505 Arcadia Street**

Carl L. Robson III — 11-11-2021

Signature of Property Owner ***Date***

2503 Arcadia Street
Hattiesburg, Mississippi 39402

Your Name

Dear Neighbor,

We are in the process of submitting a Public Hearing Application with the City of Hattiesburg's Planning Office. In January 2021, we enclosed our carport and adjacent storage room as our home's new Family Room. It is a large space covering nearly six hundred square feet. Because we have no covered parking or exterior storage space, we are petitioning the city for approval to construct these two spaces at the end of our current driveway. There is zero encroachment of or on any adjacent property nor will any adjacent property be used in any way during this project. Because this project comes within ten feet of our property line, we are required to notify adjoining property owners of our petition to the City of Hattiesburg Planning Division.

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With kindest regards,

Robert G. Smith
Home Owner

Gary W. Adam
Home Owner

Check one of the boxes below and Sign and Date

☒ **Acknowledge and approve variance for 2505 Arcadia Street**

☐ **Acknowledge but disapprove variance for 2505 Arcadia Street**

Richard W Dains & Kenyaa-Dans 11 Nov 2021

Signature of Property Owner ***Date***

2506 Sierra Circle
Hattiesburg, Mississippi 39402

Your Name

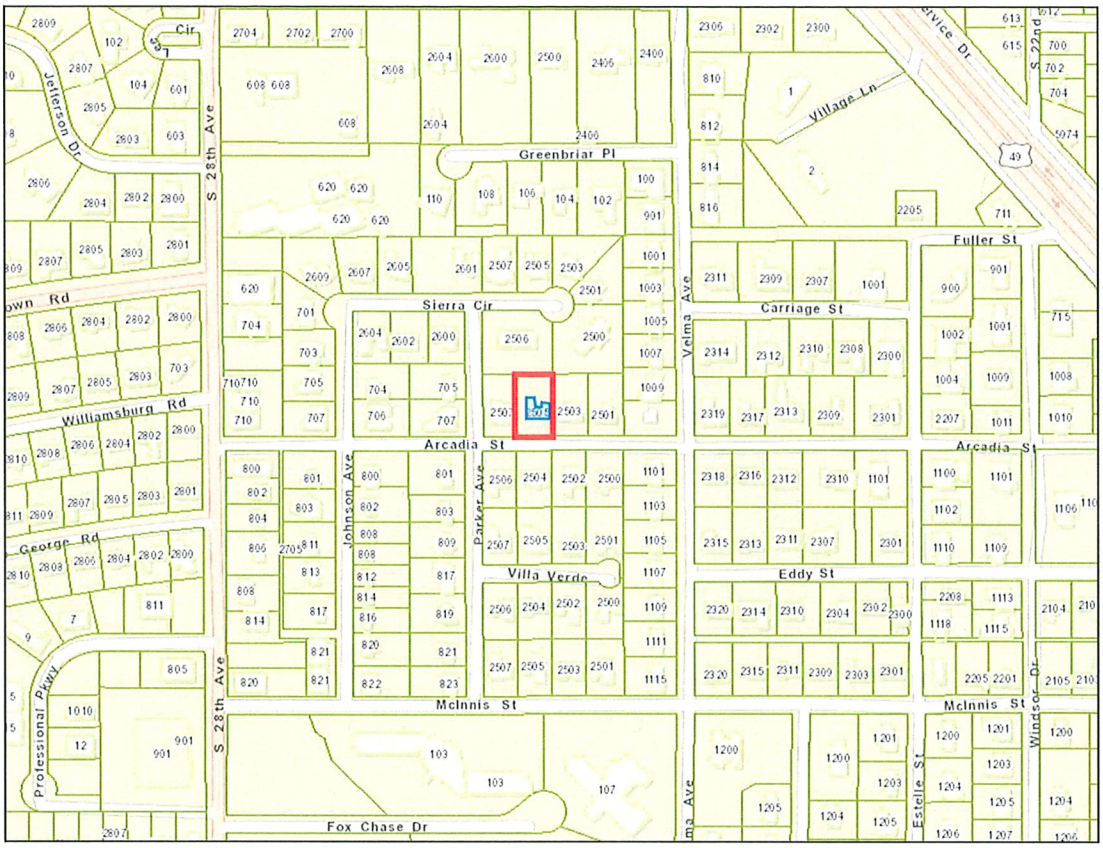
SUBJECT PARCEL:
2505 Arcadia St

Robert G Smith and Gary W Adams, Owners.

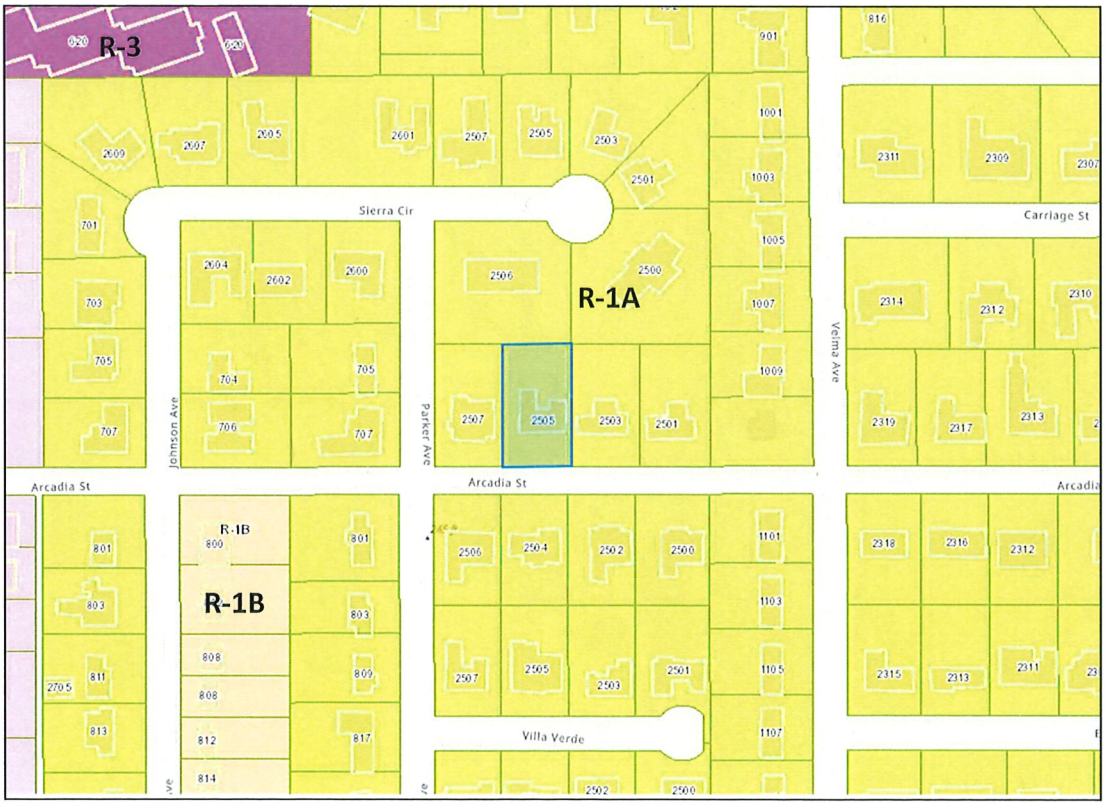
The petitioners request a variance from section 6, Table 6.1 of the Land Development Code, "Minimum Side Setback" for R-1A, "10 feet", and instead allow a setback of zero (0) feet for a variance of ten (10) feet, and from Section 5.4.2.6.iii, Accessory Buildings "Accessory residential structures shall be … five (5) feet from the side property lot." for a variance of five (5) feet for a proposed accessory building at 2505 Arcadia Street (Parcel 2-039B-17-136.00, PPIN 24511, Ward 4).



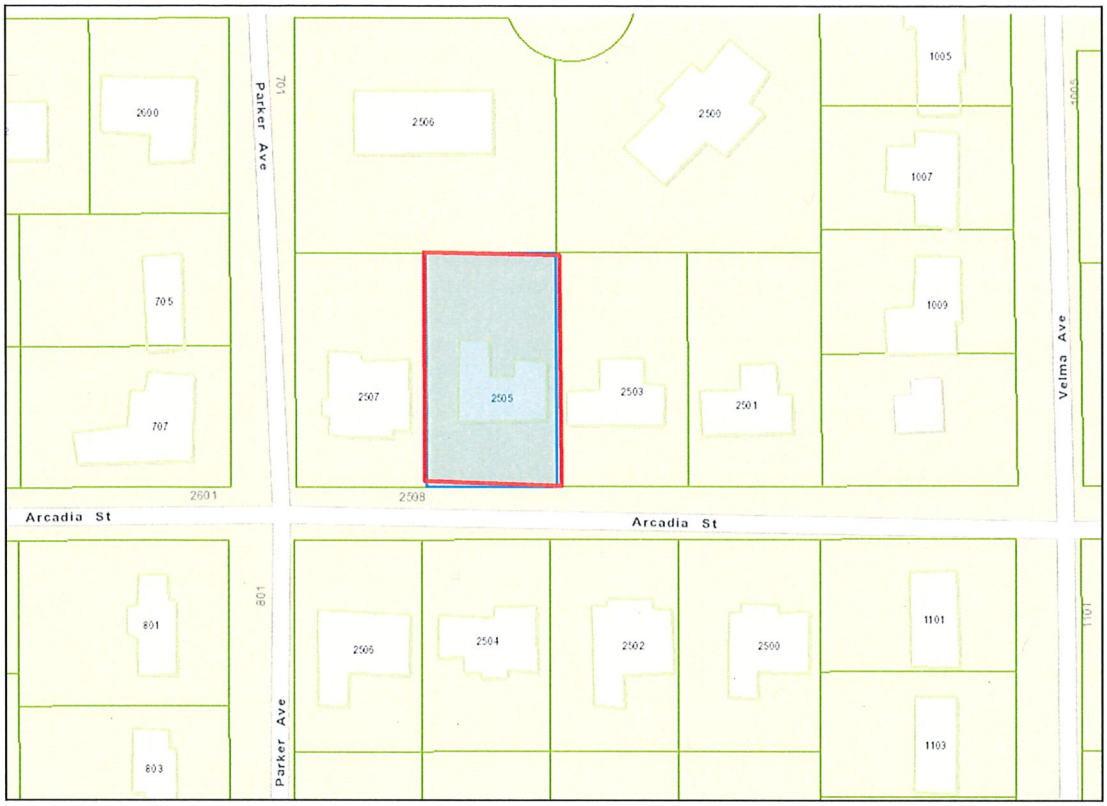
Vicinity Map—Ward 4



Zoning—R-1A



Area Building Footprints and Parcel Lines



Site Aerial



SURROUNDING AREA

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





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



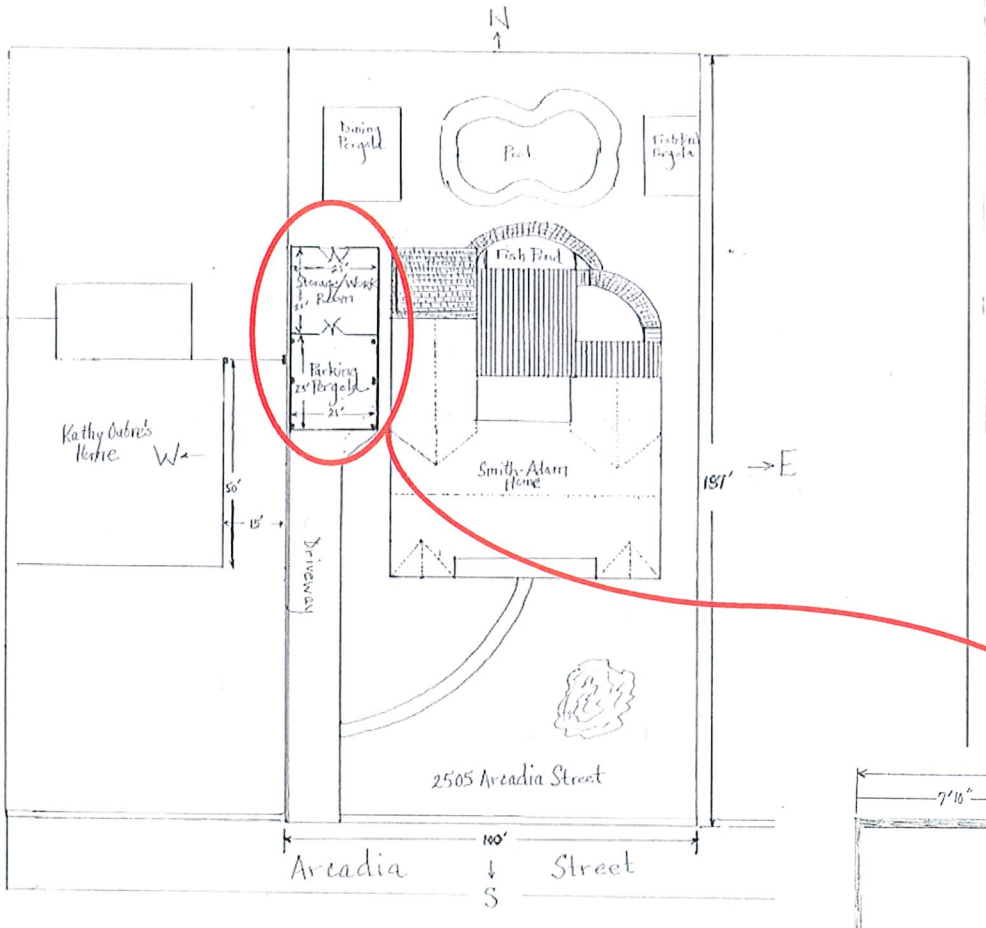
Eastern Direction: R-1A(Single Family Residential) District/ Residential



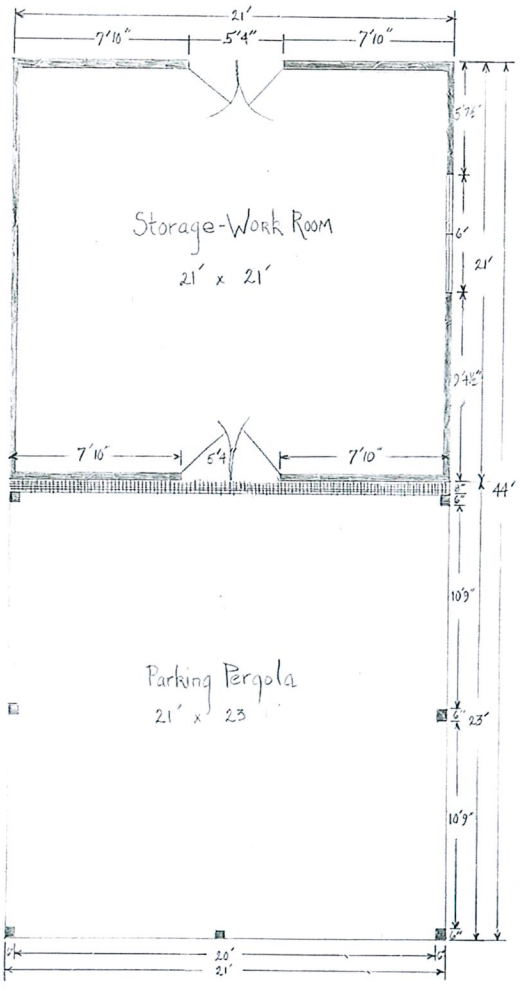
Western Direction: R-1A (Single Family Residential) District/ Residential

Approximate Location
of Proposed Detached Garage



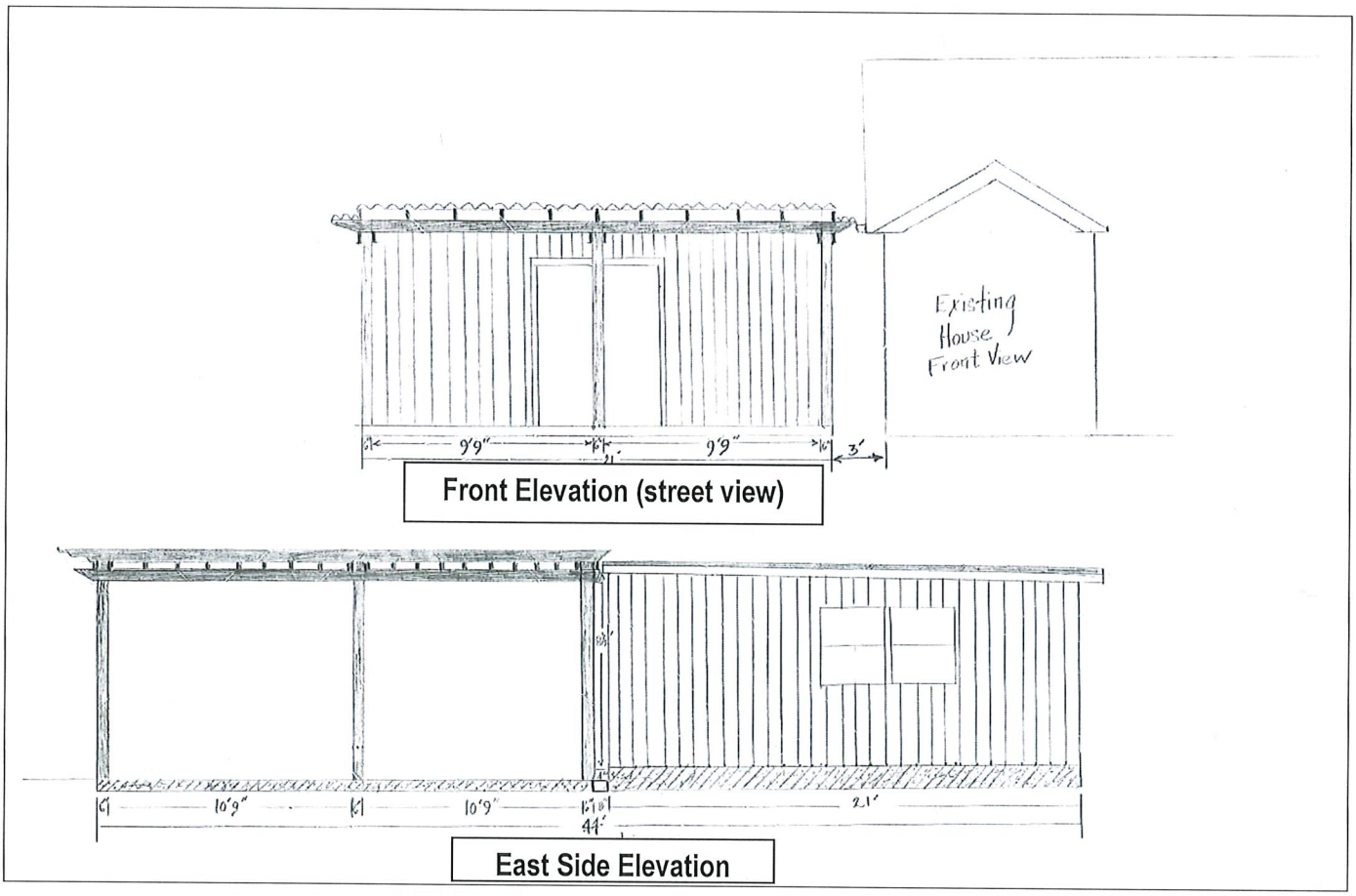


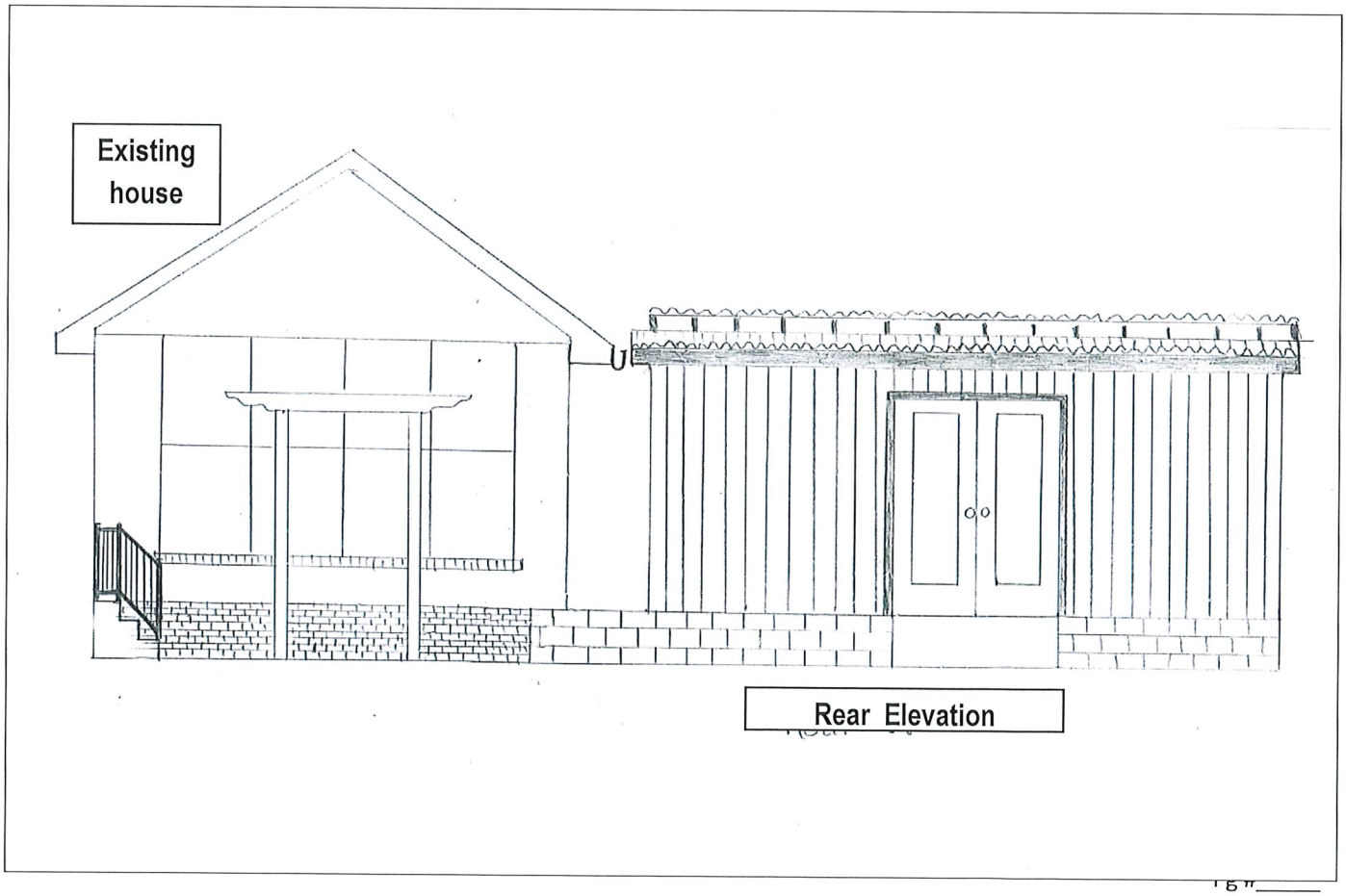
Site Drawing with proposed detached garage



Floor Plan

Elevations of proposed detached garage





MINUTES OF THE

REGULAR MEETING OF THE

HATTIESBURG BOARD OF ADJUSTMENT

February 2nd, 2022

The Hattiesburg Board of Adjustment did meet in regular session on February 2nd, at 3:30 PM at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Shawn Harris, Chair, presided over the meeting. A quorum was indicated and the attendance was as follows:

Board Members Present: Victoria Bolls (Via Gotomeeting)
Dick Conville
Bernard Green
Shawn Harris, Chair
Lucy Parkman
Brandon Williams (Via Gotomeeting)

Board Members Absent: Bruce Betts, Vice-Chair
James Hughes
Stacey Ready
James Trussell

Also Present: Ginger Lowrey, Planning Division Manager
Jim Gladden, Esq.
Nathan Satcher, Planning

Shawn Harris, Chair, declared the meeting of the Hattiesburg Board of Adjustment open and in session at 3:30 PM.

AGENDA REVIEW

There came the matter of the February 2022 Agenda. Staff noted a change to the agenda and asked that the December Minutes be added for review and approval as well. A motion was made by Lucy Parkman and seconded by Dick Conville.

Board Members voting aye: Victoria Bolls (Via Gotomeeting)
Dick Conville
Bernard Green
Shawn Harris, Chair
Lucy Parkman
Brandon Williams (Via Gotomeeting)

Board Members voting nay: None

MINUTES REVIEW

There came the matter of the the January 5th, 2022 minutes. A motion to accept was made by Lucy Parkman and seconded by Dick Conville.

Board Members voting aye: Victoria Bolls (Via Gotomeeting)
Dick Conville
Bernard Green
Shawn Harris, Chair
Lucy Parkman
Brandon Williams (Via Gotomeeting)
Board Members voting nay: None

There came the matter of the December 1st, 2021 minutes. A motion to accept was made by Bernard Green and seconded by Lucy Parkman.

Board Members voting aye: Victoria Bolls (Via Gotomeeting)
Dick Conville
Bernard Green
Shawn Harris, Chair
Lucy Parkman
Brandon Williams (Via Gotomeeting)
Board Members voting nay: None

REPORTS

PLANNING REPORT

Ginger Lowrey, Planning Division Manager, provided the Planning Report. The setback variance that was denied by the Board of Adjustment for the proposed development at the approximately 3100 block of Hardy St has been appealed and will appear before City Council on February 22nd, 2022. Mrs. Lowrey also called for a subcommittee for the nominations of Chair and Vice-Chair for the Board of Adjustment.

A motion to form a subcommittee with Members Conville, Parkman, and Green, volunteering to serve was made by Shawn Harris and seconded by Victoria Bolls.

Board Members voting aye: Victoria Bolls (Via Gotomeeting)
Dick Conville
Bernard Green
Shawn Harris, Chair
Lucy Parkman
Brandon Williams (Via Gotomeeting)
Board Members voting nay: None

CHAIR'S REPORT

No report given.

INTRODUCTIONS

Board members introduced themselves.

PUBLIC HEARING – BOARD OF ADJUSTMENT

Shawn Harris, Chair, declared the Public Hearing for the Board of Adjustment open at 3:55 PM.

There came the matter of Item A, to consider a variance from section 6, Table 6.1 of the Land Development Code, Ord. No. 3209 "Minimum Side Setback" for R-1A, "10 feet", and instead allow a setback of zero (0) feet for a variance of ten (10) feet, and from Section 5.4.2.6.iii, Accessory Buildings "Accessory residential structures shall be … five (5) feet from the side property lot." for a variance of five (5) feet for a proposed accessory building at 2505 Arcadia Street (Parcel 2-039B-17-136.00, PPIN 24511, Ward 4).

	Name	Address	City/State
Presented by:	Gary W. Adam	2505 Arcadia St	Hattiesburg, MS
Proponents:	None		
Opponents:	None		

Gary Adam, owner, presented the application and provided a history of their property and provided reasoning why they were seeking a variance for the proposed detached garage. Mr. Adam noted that after enclosing their original garage, they no longer had covered parking. He noted that the proposed addition would then allow for covered parking and storage space for the property, where it had been lost with the garage enclosure. Shawn Harris then declared the public meeting closed and open to voting on item A. Dick Conville posed a question to staff asking for the rationale for setbacks. Mrs. Lowrey provided reasons including safety and maintenance. Dick Conville pointed out that the first basis of approval for a variance is for Hardship, noting that a hardship is not caused by the action or inaction of the applicant. He pointed out that this variance request has been presented to the board by the action of the applicant, and that there is nothing unique about the property that requires this proposed development to encroach on the required setbacks.

Lucy Parkman made a motion to reopen the public hearing portion of the meeting, and was seconded by Bernard Green. All board members voted in favor of reopening.

Mr. Adam then pointed out that the existing structure as built does not meet the current setback requirements. Staff clarified that anything constructed prior to the existing code could be considered legal non-conforming. Shawn Harris asked the applicant if they had explored the Land Development Code or other designs other than what had been submitted. Mr. Adam stated that he had not.

Shawn Harris then declared the public meeting closed once again. Dick Conville reiterated that he did not believe that the request fit into any of the required basis of approval and made a motion to deny the request on the basis that it did not meet any of the basis of approvals for a variance. The motion failed as there was no second.

Lucy Parkman made a motion to approve the request on the basis that it meets items I, IV, V, and VI (Hardship, Reasonable Use, Minimum Required, and Conformance with the Purpose of this Code). The motion was seconded by Victoria Bolls. Dick Conville again pointed out that he did not believe this request met any of the requirements for approval and that just because a person wants a variance does not mean one should be granted. A roll call vote was then conducted.

Board Members voting aye: Victoria Bolls (Via GotoMeeting)
Bernard Green
Lucy Parkman
Brandon Williams (Via GotoMeeting)

Board Members voting nay: Dick Conville
Shawn Harris

There came the matter of Item B, to consider a variance from Section 5.4.2.5, of the Land Development Code, Ord. No. 3209, "Structures accessory to residential uses shall have a combined floor area of no more than 33% of the total floor area of the principal structure." and instead allow for a total of 65% of the total floor area of the detached accessory structures to the principal structure for a variance of an additional 662 sq ft of detached accessory structures for a proposed structure at 243 Jervis Mims Road (Parcel No. 2-051B-05-001.06, PPIN 35886, Ward 5).

	Name	Address	City/State
Presented by:	Terry G. Edwards	243 Jervis Mims Road	Hattiesburg, MS
Proponents:	None		
Opponents:	None		

Terry Glenn Edwards, owner, presented the application, stating that the purpose of the accessory structure is for storage, hobbies, and a workout space. Mr. Edwards stated that the location of his property feels like "country" and discussed his reasoning behind the request. Board members discussed the site and dimensions. Shawn Harris declared the public meeting closed and opened the item up for discussion at 4:30 PM. Shawn Harris noted that he does not feel that this request is outside of the purpose of the code. Dick Conville agreed and made a motion to approve based on items II, III, IV, and V(Special Privilege, Literal Interpretation, Reasonable Use, and Minimum Required). The motion was seconded by Bernard Green and a roll call vote was conducted.

Board Members voting aye: Victoria Bolls (Via GotoMeeting)
Dick Conville
Bernard Green
Shawn Harris
Lucy Parkman
Brandon Williams (Via GotoMeeting)
Board Members voting nay: None

There came the matter of Item C, to consider a variance from Section 7.9.8.6, "The maximum height of fences and walls shall be four feet above grade when located in a front yard. Otherwise the maximum height of a fence is eight feet" and instead allow for a ten (10) foot fence in the rear and side yard for a variance of two (2) feet and an eight (8) foot fence in the front yard for a variance of four (4) feet for a proposed fence located at 310 Venetian Way (Parcel No. 2-028J-08-053.00, PPIN 22740, Ward 4).

Name		Address	City/State
Presented by:	Danielle Keys	No address provided	
	Donna Davis	310 Venetian Way	Hattiesburg, MS
Proponents:	None		
Opponents:	None		

Danielle Keys, daughter of the applicant, presented the variance request. Ms. Keys began by reading a letter provided by her mother, citing privacy concerns with the neighbor. She provided photos of the neighboring property's cameras and how they appeared to be oriented toward her property; one aimed at the front driveway and one at the rear yard. She expressed

concerns over her children's safety, believing them to be monitored by her neighbors. The petitioner noted that she contacted the police, asked that they contact the neighboring property owner to reposition the cameras. None of the cameras have been repositioned. Donna Davis, owner, noted that the neighbor has threatened her. Ms. Davis clarified that the temporary vinyl fence will be replaced with wood.

Shawn Harris declared the meeting closed at 4:52 PM. Board members noted their concern with the neighbor's placement of their cameras but did not believe the 8 ft fence in the front yard is the best solution for the applicant. Chair Harris made a motion to partially approve the request, permitting the variance for the 10 ft fence in the rear yard, but not for the 8 ft fence in the front yard based on items II, III, and VI (Special Privilege, Literal Interpretation, and Conformance with the Purposes of this Code.) Dick Conville seconded the motion and a roll call vote was conducted.

Board Members voting aye (Partial Approval for granting a variance in the rear, and not in the front):

Victoria Bolls (Via GotoMeeting)
Dick Conville
Bernard Green
Shawn Harris
Lucy Parkman
Brandon Williams (Via GotoMeeting)

Board Members voting nay: None

There came the matter of Item D, to request a variance from Section 6, Table 6.1 "Min/Max Front Setback" for I-1, "40 feet", and instead allow a setback of fifty (50) feet along Sullivan Drive for a variance of ten (10) feet; allow a setback of four hundred six (406) feet along J M Tatum Industrial Drive for a variance of three hundred sixty-four (364) feet; and for a variance from Table 7.11-2 Zoning Buffer Req. of 60' and instead allow a buffer of thirty (30) feet for a variance of thirty (30) feet for a proposed development on J M Tatum Industrial Drive and Sullivan Drive (Parcel No. 2-042M-35-003.01, PPIN 36249; Parcel No. 2-042M-35-003.00, PPIN 17235; Parcel No. 2-042M-35-005.00, PPIN 27756, Forrest Co. Ward 5).

	Name	Address	City/State
Presented by:	Robbie Nguyen	4805 Montgomery Rd. #310	Cincinnati, OH
	Shea McNease	301 2nd Ave	Hattiesburg, MS
Proponents:	None		

Opponents: None

Robbie Nguyen, representative, provided an overview of the project in the industrial park, noting that he could not disclose the company but pointed out that they were a Fortune 50 Company. He explained the reason for asking for the variance was to avoid impacting the wetlands on-site, to make reasonable use of the site and parking requirements for the project, and to locate development away from the water tower fall radius. He also shared that they plan to increase the landscaping along the zoning buffer they are encroaching on and establish a 3 ft berm to help mitigate the impacts of the site on the surrounding residentially zoned properties.

Shawn Harris then declared the public hearing closed and the business meeting open. He shared a letter of support provided from the Area Development Partnership, noting positive feedback on their interactions with the developer. Shawn Harris also pointed out that the proposed development is on a challenging site, and commended the developers on working through those challenges. A motion to approve was made by Lucy Parkman based on approval criteria items I, II, IV, and VI (Hardship, Special Privilege, Reasonable Use, and Conformance with the Purposes of this Code). The motion was seconded by Bernard Green and a roll call vote was conducted.

Board Members voting aye: Victoria Bolls (Via GotoMeeting)
Bernard Green
Shawn Harris
Lucy Parkman
Brandon Williams (Via GotoMeeting)
Board Members voting nay: None
Board Members absent: Dick Conville

BUSINESS MEETING

There being no further business, Bernard Green made a motion to adjourn the meeting. The motion was seconded by Lucy Parkman. The meeting was adjourned at 5:32 PM

_____
Shawn Harris, Chair

_____
Ginger Lowrey, Planning Division Manager

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Ginger Lowrey, Planning Administrator**

cc:

Date: **Tuesday, February 22, 2022**

Re: **Approve or Deny a petition filed by Terry G. Edwards, Owner, to request a variance of an additional 662 sq ft of detached accessory structures for a proposed structure at 243 Jervis Mims Road (Parcel No. 2-051B-05-001.06, PPIN 35886, Ward 5). The Board of Adjustment recommended to Approve on February 2, 2022.**
File Number: 2022-97
Minute Book #

Summary
243 Jervis Mims Road - Variance - Accessory Structure Size

Recommendation Statement

Please place this on the February 22, 2022 City Council meeting for consideration.

Board of Adjustment
Case Fact Sheet

Name of Petitioners: Terry G. Edwards, Owner

Address of Property:	**Tax Parcel**	**PPIN:**	**Ward:**
243 Jervis Mims Road	2-051B-05-001.06	35886	5

Request: **Side Setback Variance**

Purpose of Request: To consider a variance from Section 5.4.2.5, of the Land Development Code, Ord. No. 3209, "Structures accessory to residential uses shall have a combined floor area of no more than 33% of the total floor area of the principal structure." and instead allow for a total of 65% of the total floor area of the detached accessory structures to the principal structure for a variance of an additional 662 sq ft of detached accessory structures for a proposed structure at 243 Jervis Mims Road (Parcel No. 2-051B-05-001.06, PPIN 35886, Ward 5)

Applicant Summary: See Attached

Applicable Regulations:

SECTION 5 **<u>5.4.2 Accessory Uses, Buildings</u>**

5.4.2.1 In no event shall "accessory use" or "accessory structure" be construed to authorize a use or structure not otherwise permitted in the district in which the principal use is located.
5.4.2.2 All accessory uses and accessory structures shall conform to the applicable requirements of this ordinance, including all dimensional requirements and use, design, and landscaping standards applicable to the primary use/ structure. The provisions of this section establish additional requirements and restrictions for particular accessory uses and structures.

5.4.2.3 Accessory uses and structures that are clearly related to and incidental to the permitted principal use or structure on the lot are permitted in all districts.

5.4.2.4 All accessory uses and structures shall require the issuance of a certificate of zoning compliance.

5.4.2.5 Structures accessory to residential uses (except for agricultural buildings located in agricultural districts) shall have a combined floor area (aggregate of all detached accessory structures) of no more than 33% of the total floor area of the principal structure.

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

i. In the A1 District, accessory structures located more than 100 feet from the primary street may be placed in the front yard; and
ii. Detached garages shall be permitted in side yards.
iii. Accessory residential structures shall be five (5) feet from the rear property line and five (5) feet from the side property lot. No accessory structure on a corner lot shall project beyond the front yard line of the lots in the rear

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

Present Use: Residence

Future Land Use: Neighborhood Conservation District 2

Surrounding Zoning: and Land Use:

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

Letters or Concerns stated: The Planning Division Office has not received any letters or other written communications relative to this case as of January 24, 2022. The Applicant submitted letters of support from neighbors.

History / Background: The petitioner met with the building division on the required permits for the proposed shop. Building Staff then advised the petitioner that a variance would be needed and directed them to the Planning Division. Planning Staff met with the petitioner to discuss the addition of a detached shop in the side/rear yard. The plans showed an accessory structure with floor dimensions of 32 ft x 40 ft, with a total square footage of 1,280 ft. The proposed shop exceeds the maximum 33% allowed accessory size

structure for a residential lot by a total of 662 ft^2, for a variance of 65% of the total floor area of the principal structure. This calculation consideres the removal of an existing storage shed. The proposed site plan shows the accessory structure meeting all other required setbacks

Basis for Approval (12.4.1.1):

I. Hardship.

• The hardship is unique to the property and is not or will not be caused by the actions or inactions of the applicant.

• There are exceptional conditions creating an undue hardship applicable only to the property involved or the intended use which do not apply generally to the other land areas or uses within the same zoning district.

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

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

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

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

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

Variance Approval Criteria

1. Hardship

   Since "hardship" is defined entirely by the unique conditions of the property and not the applicant.

   The request for a variance is in regards to the size of an accessory building, not the location of the building on the property. My understanding is the regulation does not take into account the size or conditions of the property when regulating the size of an accessory building, only the comparative size of the primary structure on the property. That being the case, the only hardship created by the uniqueness of this property is the size of the primary structure (my home) and the location of this property within the city limits of Hattiesburg.

2. Special Privilege

   It is not my attempt to seek "special privilege". I only ask that I be allowed the same privileges as others in my neighborhood who have previously built similar or even more "commercial looking" buildings.

   To dictate the size of an accessory building based on the size of the primary structure (my home) instead of the size of the property seems to give special privilege to the one with a large home and prevents one with a smaller home from enjoying the same accessory building benefits as their neighbors with the larger homes.

3. Literal Interpretation

   Literal Interpretation and the "spirit of the law"

   As I understand it, the literal interpretation of this regulation is to preserve the aesthetics of the neighborhood by keeping accessory buildings proportionate to the primary structure.

However, I feel the true "spirit of the regulation" is to preserve the aesthetics of the neighborhood. While the literal interpretation focuses only on the structures and does not take into consideration the overall property size, I think the "spirit of the law" is met by the size of the lots in our neighborhood, much more than the literal interpretation of the size of the accessory building.

My property is 1.63 acres, which equals 71,002.8 square feet. Total square feet of the current and proposed building would be 3,480 square feet, equaling only 4.8% of the entire property. The requested variance would leave 95.2% of my property open.

The proposed accessory building would be approximately 250 feet from Jervis Mims ROW (the closest and only visible road), partially obstructed by trees and would not be obvious to the casual passerby.

I feel these conditions more than adequately meet the "spirit of the regulation". This is why I am requesting a variance to the literal interpretation of the regulation.

While I can appreciate the "spirit of the regulation", as I understand the literal interpretation of the regulation, I am limited to 23 feet in accessory building length but could build up to 35 feet high. My current plans compliment my property and neighborhood much more than a 3-story building. So, it seems in this case the literal interpretation of the regulation would go against the "spirit of the regulation".

I have planned and saved for this building for a number of years. This is my "retirement hobby, storage, workout building". The size is not meant to demean the property, the house, or the neighborhood. Even before I knew this regulation existed it was my intent when designing the building that it not look commercial, but rather residential.

- I chose to go with 10 feet sidewalls instead of the standard 12 or 14 feet with a metal building.

- I chose to go with a 4/12-pitch roof instead of the cheaper and more common 1/12-pitch roof, again because I wanted to avoid the overall commercial look.

- I have chosen the color of the metal siding, roof, gutters and trim to match the color of my house.

- I have placed doors and windows in locations to add character to the overall "look" of the building.

No one is more concerned with how this building looks more than me since it will be located in my yard.

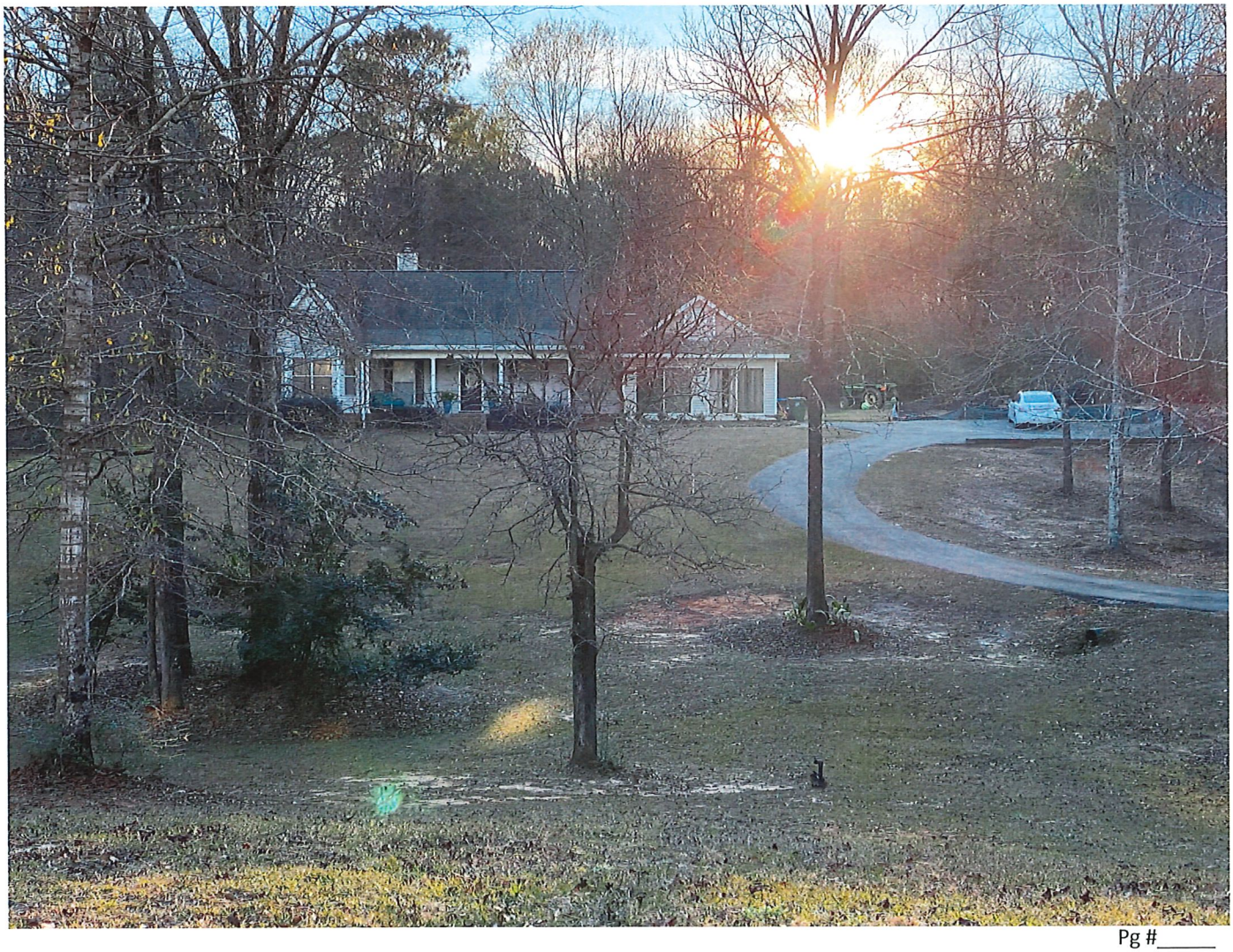
4. Reasonable Use

Reality is, without the opportunity to build this accessory building I will be unable to reasonably use my property as needed for storage, hobby, and exercise needs, forcing me to relocate outside Hattiesburg city limits.

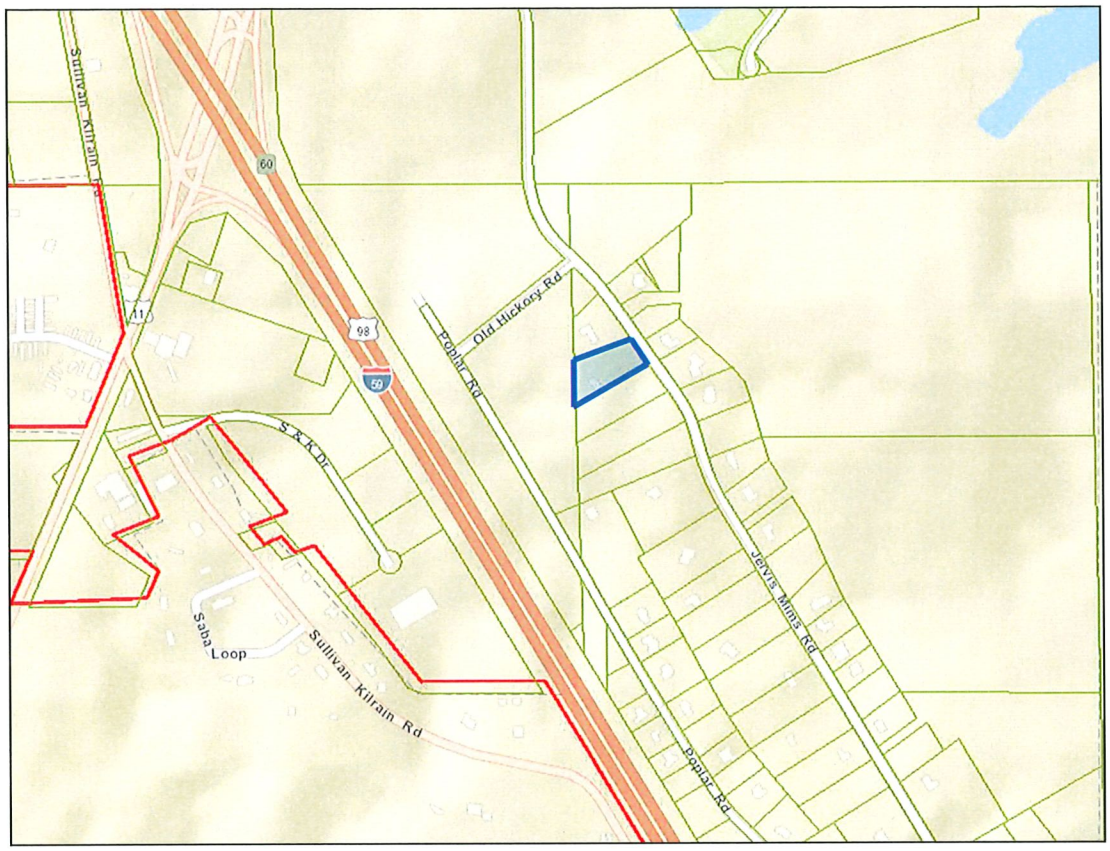
SUBJECT PARCEL:
243 Jervis Mims Road

Terry G. Edwards, Owner

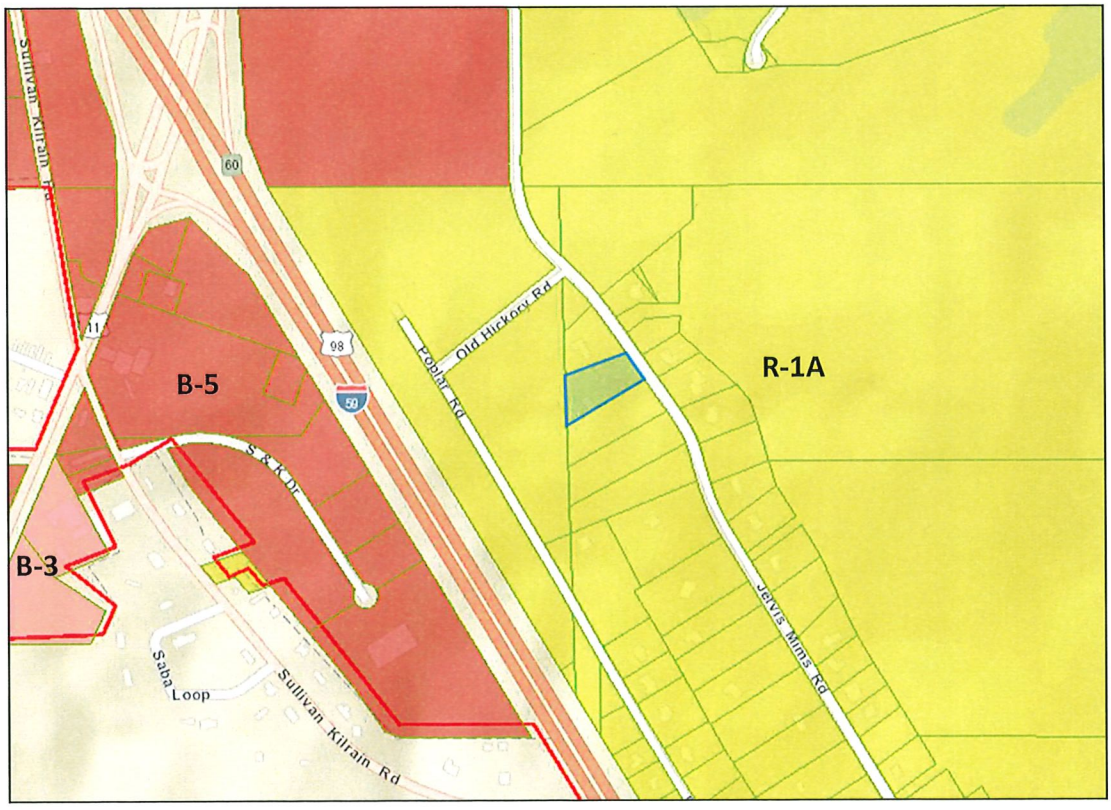
The petitioners request a variance from Section 5.4.2.5, of the Land Development Code, Ord. No. 3209, "Structures accessory to residential uses shall have a combined floor area of no more than 33% of the total floor area of the principal structure." and instead allow for a total of 65% of the total floor area of the detached accessory structures to the principal structure for a variance of an additional 662 sq ft of detached accessory structures for a proposed structure at 243 Jervis Mims Road (Parcel No. 2-051B-05-001.06, PPIN 35886, Ward 5).



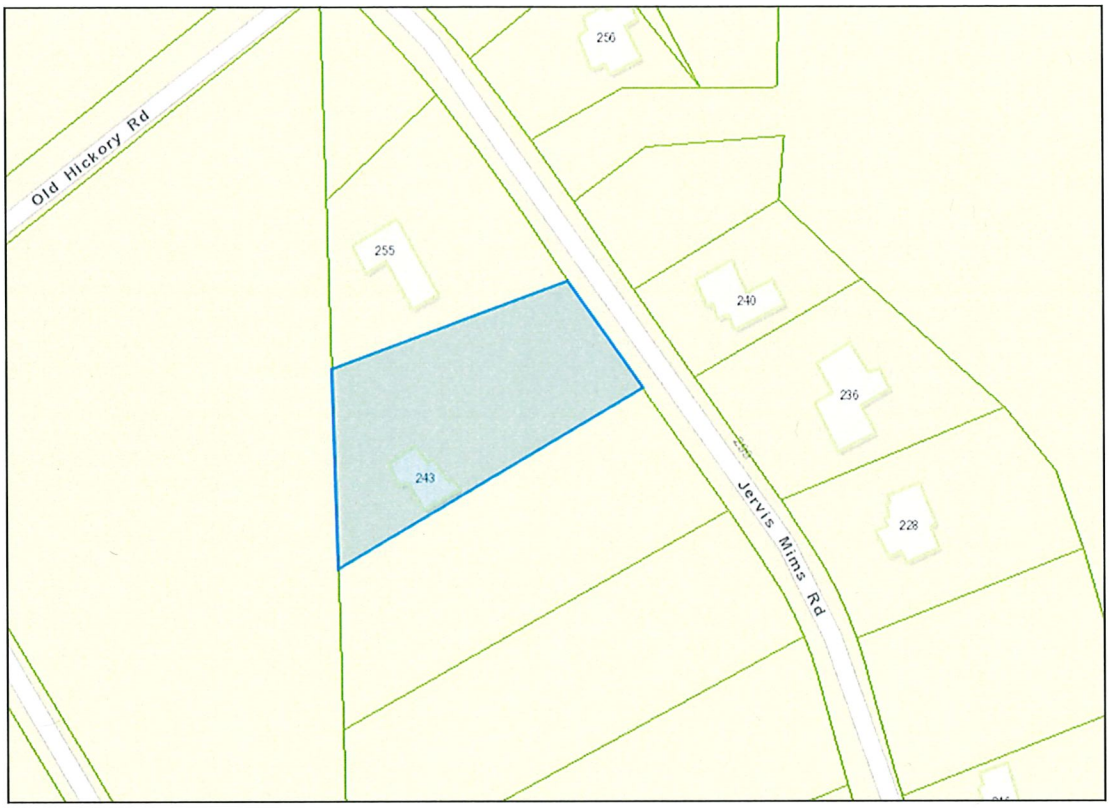
Vicinity Map—Ward 5



Zoning—R-1A



Area Building Footprints and Parcel Lines



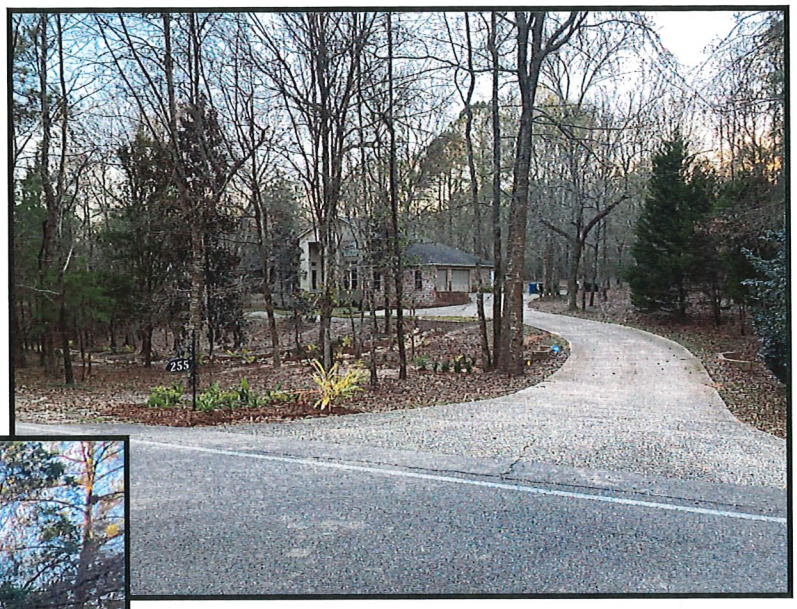
Site Aerial

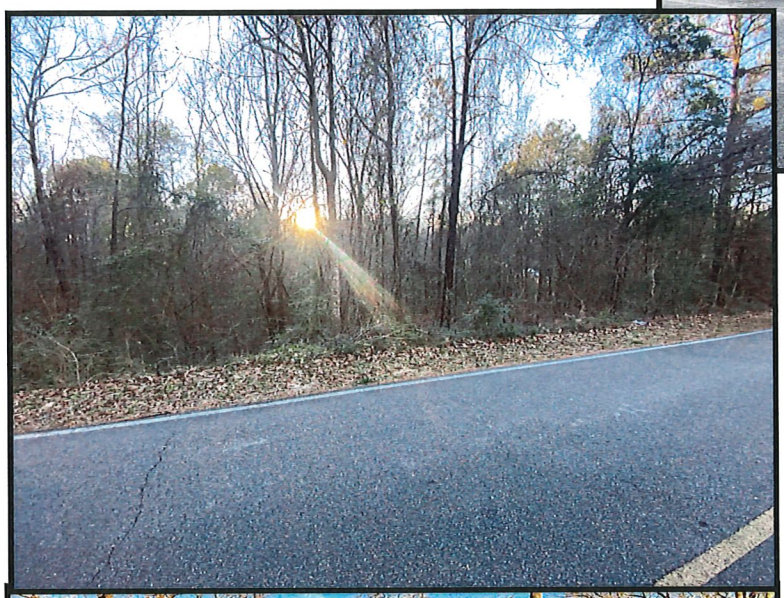
(yellow box not representative of property boundaries)



SURROUNDING AREA

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





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

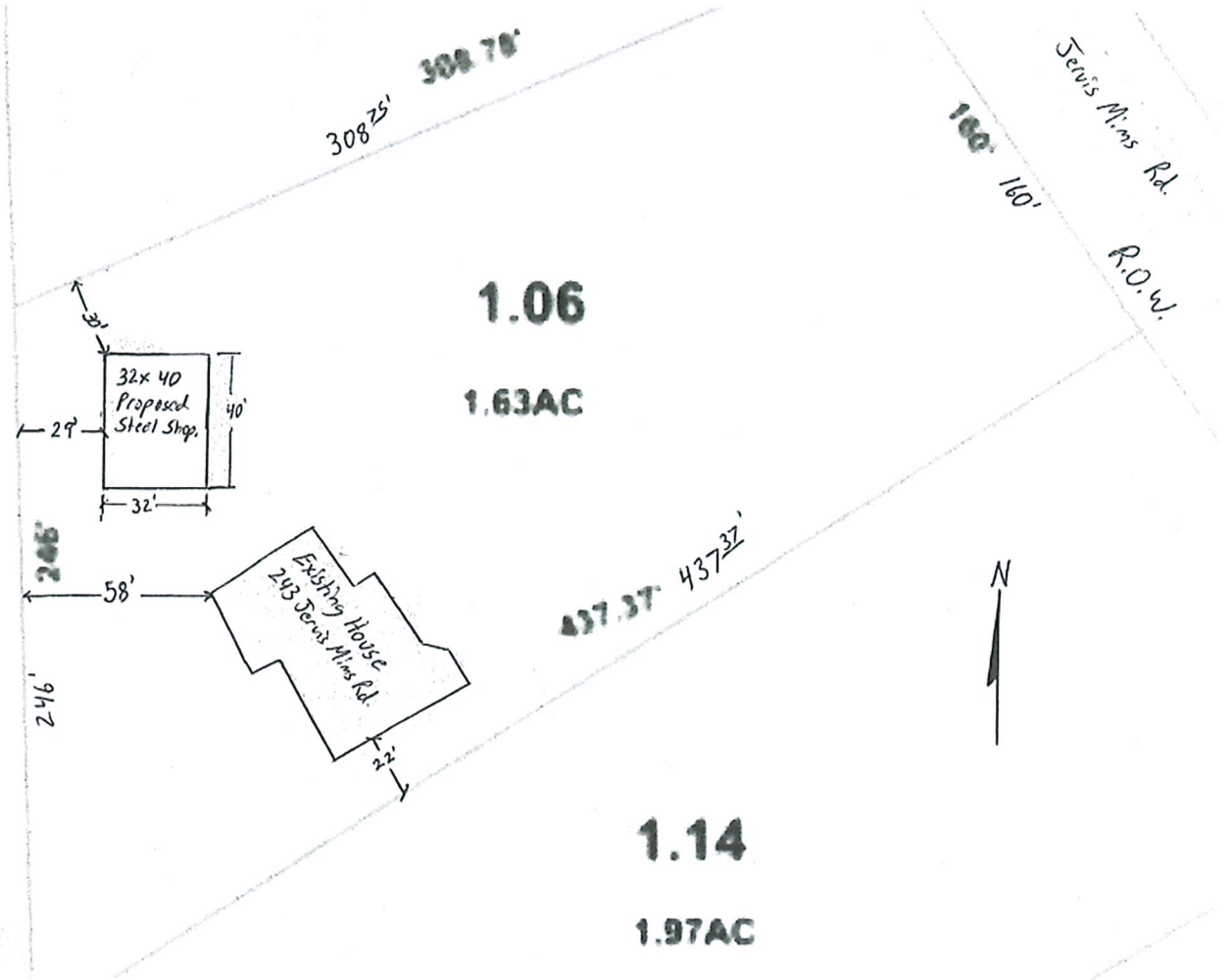


Eastern Direction: R-1A(Single Family Residential) District/ Residential

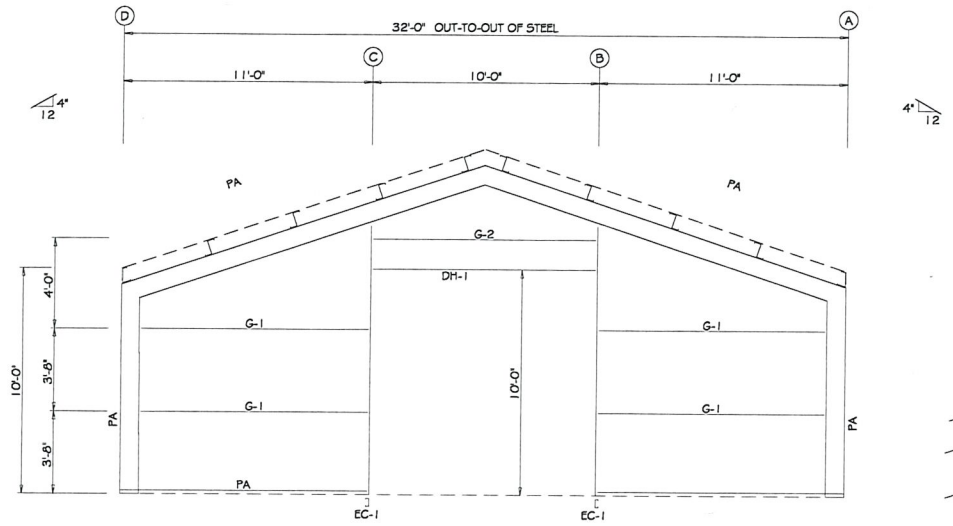


Western Direction: R-1A (Single Family Residential) District/ Residential

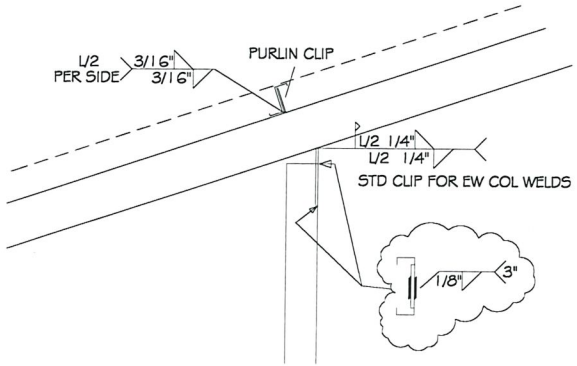
Location of Proposed Accessory Structure/Shop

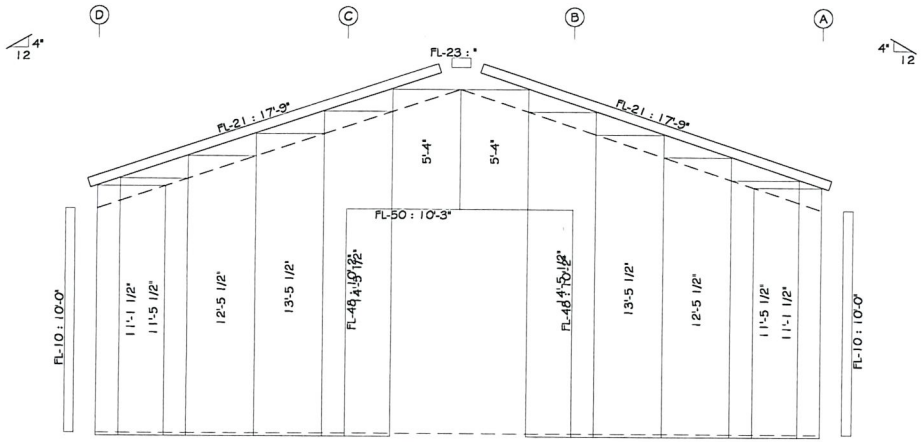


MEMBER TABLE FRAME LINE 1		
MARK	PART	LENGTH
EC-1	6.35C16M	11'-9 3/16"
DH-1	8.25C16M	10'-0"
G-1	8X2.5Z16	9'-8 5/8"
G-2	8X2.5Z16	9'-11 1/2"



ENDWALL FRAMING: FRAME LINE 1





ENDWALL SHEETING & TRIM: FRAME LINE 1

PANELS: 26 Ga. PBR - Standard Color

12-8-2021
NAVAL KETABI
REGISTERED PROFESSIONAL
ENGINEER
NO. 14843
STATE OF MISSISSIPPI

ISSUE	DESCRIPTION	DATE	MARK
0	CONSTRUCTION	12/8/21	

MBS
Metal Building Solutions

DESCRIPTION: ENDWALL FRAMING
CUSTOMER: Jamie Munns
PROJECT:

Detailer MBS | Checker CP | Designer JRB
Job No. 6799-WU-JR | Sheet E4 | Issue 0

Letter of Intent
For an accessory building variance request at
243 Jervis Mims Road, Hattiesburg, MS 39401

This Letter of Intent is in regards to a request for a variance being requested by homeowners Terry G & Elizabeth D Edwards of 243 Jervis Mims Road, Hattiesburg, MS 39401. I understand that according to Land Development code 5.4.2.5 for Hattiesburg, MS, a residential use accessory building cannot exceed 33 percent of the total floor space of the principle structure of residence.

The request for variance is to allow Terry G and Elizabeth D Edwards to erect an accessory building (32 x 40) that is greater than 33 percent of their home floor space on their property located at 243 Jervis Mims Road.

✓ As an adjoining property owner, I agree to this variance

_____ As an adjoining property owner I disagree with this variance for these reasons:

P B Benoit 12-17-2021
Pamela Benoit

Letter of Intent
For an accessory building variance request at
243 Jervis Mims Road, Hattiesburg, MS 39401

This Letter of Intent is in regards to a request for a variance being requested by homeowners Terry G & Elizabeth D Edwards of 243 Jervis Mims Road, Hattiesburg, MS 39401. I understand that according to Land Development code 5.4.2.5 for Hattiesburg, MS, a residential use accessory building cannot exceed 33 percent of the total floor space of the principle structure of residence.

The request for variance is to allow Terry G and Elizabeth D Edwards to erect an accessory building (32 x 40) that is greater than 33 percent of their home floor space on their property located at 243 Jervis Mims Road.

__✓__ As an adjoining property owner, I agree to this variance

_____ As an adjoining property owner I disagree with this variance for these reasons:

John H McCann, MD

Dr. John McCann

Letter of Intent
For an accessory building variance request at
<u>243 Jervis Mims Road, Hattiesburg, Ms 39401</u>

This letter of intent is in regards for a variance being requested by homeowners Terry G & Elizabeth D Edwards of 243 Jervis Mims Road, Hattiesburg, Ms 39401. I understand that according to Land Development Code 5.4.2.5 for Hattiesburg, Ms a residential use accessory building cannot exceed 33% of the total floor space of the principle structure.

The request for variance is to allow Terry and Elizabeth Edwards to erect an accessory building (32X40) greater than 33 percent of their home floor space, on their property located at 243 Jervis Mims Road, Hattiesburg, Ms. 39401.

G/W As an adjoining property owner, I agree to this variance.

_____ As an adjoining property owner, I disagree to this variance for these reasons:

_____ Date: 20 Dec 21
Mr. Greg Williams

MINUTES OF THE

REGULAR MEETING OF THE

HATTIESBURG BOARD OF ADJUSTMENT

February 2nd, 2022

The Hattiesburg Board of Adjustment did meet in regular session on February 2nd, at 3:30 PM at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Shawn Harris, Chair, presided over the meeting. A quorum was indicated and the attendance was as follows:

Board Members Present: Victoria Bolls (Via Gotomeeting)
Dick Conville
Bernard Green
Shawn Harris, Chair
Lucy Parkman
Brandon Williams (Via Gotomeeting)

Board Members Absent: Bruce Betts, Vice-Chair
James Hughes
Stacey Ready
James Trussell

Also Present: Ginger Lowrey, Planning Division Manager
Jim Gladden, Esq.
Nathan Satcher, Planning

Shawn Harris, Chair, declared the meeting of the Hattiesburg Board of Adjustment open and in session at 3:30 PM.

AGENDA REVIEW

There came the matter of the February 2022 Agenda. Staff noted a change to the agenda and asked that the December Minutes be added for review and approval as well. A motion was made by Lucy Parkman and seconded by Dick Conville.

Board Members voting aye: Victoria Bolls (Via Gotomeeting)
Dick Conville
Bernard Green
Shawn Harris, Chair
Lucy Parkman
Brandon Williams (Via Gotomeeting)

Board Members voting nay: None

MINUTES REVIEW

There came the matter of the the January 5th, 2022 minutes. A motion to accept was made by Lucy Parkman and seconded by Dick Conville.

Board Members voting aye: Victoria Bolls (Via Gotomeeting)
Dick Conville
Bernard Green
Shawn Harris, Chair
Lucy Parkman
Brandon Williams (Via Gotomeeting)
Board Members voting nay: None

There came the matter of the December 1st, 2021 minutes. A motion to accept was made by Bernard Green and seconded by Lucy Parkman.

Board Members voting aye: Victoria Bolls (Via Gotomeeting)
Dick Conville
Bernard Green
Shawn Harris, Chair
Lucy Parkman
Brandon Williams (Via Gotomeeting)
Board Members voting nay: None

REPORTS

PLANNING REPORT

Ginger Lowrey, Planning Division Manager, provided the Planning Report. The setback variance that was denied by the Board of Adjustment for the proposed development at the approximately 3100 block of Hardy St has been appealed and will appear before City Council on February 22nd, 2022. Mrs. Lowrey also called for a subcommittee for the nominations of Chair and Vice-Chair for the Board of Adjustment.

A motion to form a subcommittee with Members Conville, Parkman, and Green, volunteering to serve was made by Shawn Harris and seconded by Victoria Bolls.

Board Members voting aye: Victoria Bolls (Via Gotomeeting)
Dick Conville
Bernard Green
Shawn Harris, Chair
Lucy Parkman
Brandon Williams (Via Gotomeeting)
Board Members voting nay: None

CHAIR'S REPORT

No report given.

INTRODUCTIONS

Board members introduced themselves.

PUBLIC HEARING – BOARD OF ADJUSTMENT

Shawn Harris, Chair, declared the Public Hearing for the Board of Adjustment open at 3:55 PM.

There came the matter of Item A, to consider a variance from section 6, Table 6.1 of the Land Development Code, Ord. No. 3209 "Minimum Side Setback" for R-1A, "10 feet", and instead allow a setback of zero (0) feet for a variance of ten (10) feet, and from Section 5.4.2.6.iii, Accessory Buildings "Accessory residential structures shall be … five (5) feet from the side property lot." for a variance of five (5) feet for a proposed accessory building at 2505 Arcadia Street (Parcel 2-039B-17-136.00, PPIN 24511, Ward 4).

	Name	Address	City/State
Presented by:	Gary W. Adam	2505 Arcadia St	Hattiesburg, MS
Proponents:	None		
Opponents:	None		

Gary Adam, owner, presented the application and provided a history of their property and provided reasoning why they were seeking a variance for the proposed detached garage. Mr. Adam noted that after enclosing their original garage, they no longer had covered parking. He noted that the proposed addition would then allow for covered parking and storage space for the property, where it had been lost with the garage enclosure. Shawn Harris then declared the public meeting closed and open to voting on item A. Dick Conville posed a question to staff asking for the rationale for setbacks. Mrs. Lowrey provided reasons including safety and maintenance. Dick Conville pointed out that the first basis of approval for a variance is for Hardship, noting that a hardship is not caused by the action or inaction of the applicant. He pointed out that this variance request has been presented to the board by the action of the applicant, and that there is nothing unique about the property that requires this proposed development to encroach on the required setbacks.

Lucy Parkman made a motion to reopen the public hearing portion of the meeting, and was seconded by Bernard Green. All board members voted in favor of reopening.

Mr. Adam then pointed out that the existing structure as built does not meet the current setback requirements. Staff clarified that anything constructed prior to the existing code could be considered legal non-conforming. Shawn Harris asked the applicant if they had explored the Land Development Code or other designs other than what had been submitted. Mr. Adam stated that he had not.

Shawn Harris then declared the public meeting closed once again. Dick Conville reiterated that he did not believe that the request fit into any of the required basis of approval and made a motion to deny the request on the basis that it did not meet any of the basis of approvals for a variance. The motion failed as there was no second.

Lucy Parkman made a motion to approve the request on the basis that it meets items I, IV, V, and VI (Hardship, Reasonable Use, Minimum Required, and Conformance with the Purpose of this Code). The motion was seconded by Victoria Bolls. Dick Conville again pointed out that he did not believe this request met any of the requirements for approval and that just because a person wants a variance does not mean one should be granted. A roll call vote was then conducted.

Board Members voting aye: Victoria Bolls (Via GotoMeeting)
Bernard Green
Lucy Parkman
Brandon Williams (Via GotoMeeting)

Board Members voting nay: Dick Conville
Shawn Harris

There came the matter of Item B, to consider a variance from Section 5.4.2.5, of the Land Development Code, Ord. No. 3209, "Structures accessory to residential uses shall have a combined floor area of no more than 33% of the total floor area of the principal structure." and instead allow for a total of 65% of the total floor area of the detached accessory structures to the principal structure for a variance of an additional 662 sq ft of detached accessory structures for a proposed structure at 243 Jervis Mims Road (Parcel No. 2-051B-05-001.06, PPIN 35886, Ward 5).

	Name	Address	City/State
Presented by:	Terry G. Edwards	243 Jervis Mims Road	Hattiesburg, MS
Proponents:	None		
Opponents:	None		

Terry Glenn Edwards, owner, presented the application, stating that the purpose of the accessory structure is for storage, hobbies, and a workout space. Mr. Edwards stated that the location of his property feels like "country" and discussed his reasoning behind the request. Board members discussed the site and dimensions. Shawn Harris declared the public meeting closed and opened the item up for discussion at 4:30 PM. Shawn Harris noted that he does not feel that this request is outside of the purpose of the code. Dick Conville agreed and made a motion to approve based on items II, III, IV, and V(Special Privilege, Literal Interpretation, Reasonable Use, and Minimum Required). The motion was seconded by Bernard Green and a roll call vote was conducted.

Board Members voting aye: Victoria Bolls (Via GotoMeeting)
Dick Conville
Bernard Green
Shawn Harris
Lucy Parkman
Brandon Williams (Via GotoMeeting)
Board Members voting nay: None

There came the matter of Item C, to consider a variance from Section 7.9.8.6, "The maximum height of fences and walls shall be four feet above grade when located in a front yard. Otherwise the maximum height of a fence is eight feet" and instead allow for a ten (10) foot fence in the rear and side yard for a variance of two (2) feet and an eight (8) foot fence in the front yard for a variance of four (4) feet for a proposed fence located at 310 Venetian Way (Parcel No. 2-028J-08-053.00, PPIN 22740, Ward 4).

Name		Address	City/State
Presented by:	Danielle Keys	No address provided	
	Donna Davis	310 Venetian Way	Hattiesburg, MS
Proponents:	None		
Opponents:	None		

Danielle Keys, daughter of the applicant, presented the variance request. Ms. Keys began by reading a letter provided by her mother, citing privacy concerns with the neighbor. She provided photos of the neighboring property's cameras and how they appeared to be oriented toward her property; one aimed at the front driveway and one at the rear yard. She expressed

concerns over her children's safety, believing them to be monitored by her neighbors. The petitioner noted that she contacted the police, asked that they contact the neighboring property owner to reposition the cameras. None of the cameras have been repositioned. Donna Davis, owner, noted that the neighbor has threatened her. Ms. Davis clarified that the temporary vinyl fence will be replaced with wood.

Shawn Harris declared the meeting closed at 4:52 PM. Board members noted their concern with the neighbor's placement of their cameras but did not believe the 8 ft fence in the front yard is the best solution for the applicant. Chair Harris made a motion to partially approve the request, permitting the variance for the 10 ft fence in the rear yard, but not for the 8 ft fence in the front yard based on items II, III, and VI (Special Privilege, Literal Interpretation, and Conformance with the Purposes of this Code.) Dick Conville seconded the motion and a roll call vote was conducted.

Board Members voting aye (Partial Approval for granting a variance in the rear, and not in the front):

Victoria Bolls (Via GotoMeeting)
Dick Conville
Bernard Green
Shawn Harris
Lucy Parkman
Brandon Williams (Via GotoMeeting)

Board Members voting nay: None

There came the matter of Item D, to request a variance from Section 6, Table 6.1 "Min/Max Front Setback" for I-1, "40 feet", and instead allow a setback of fifty (50) feet along Sullivan Drive for a variance of ten (10) feet; allow a setback of four hundred six (406) feet along J M Tatum Industrial Drive for a variance of three hundred sixty-four (364) feet; and for a variance from Table 7.11-2 Zoning Buffer Req. of 60' and instead allow a buffer of thirty (30) feet for a variance of thirty (30) feet for a proposed development on J M Tatum Industrial Drive and Sullivan Drive (Parcel No. 2-042M-35-003.01, PPIN 36249; Parcel No. 2-042M-35-003.00, PPIN 17235; Parcel No. 2-042M-35-005.00, PPIN 27756, Forrest Co. Ward 5).

	Name	Address	City/State
Presented by:	Robbie Nguyen	4805 Montgomery Rd. #310	Cincinnati, OH
	Shea McNease	301 2nd Ave	Hattiesburg, MS
Proponents:	None		

Opponents: None

Robbie Nguyen, representative, provided an overview of the project in the industrial park, noting that he could not disclose the company but pointed out that they were a Fortune 50 Company. He explained the reason for asking for the variance was to avoid impacting the wetlands on-site, to make reasonable use of the site and parking requirements for the project, and to locate development away from the water tower fall radius. He also shared that they plan to increase the landscaping along the zoning buffer they are encroaching on and establish a 3 ft berm to help mitigate the impacts of the site on the surrounding residentially zoned properties.

Shawn Harris then declared the public hearing closed and the business meeting open. He shared a letter of support provided from the Area Development Partnership, noting positive feedback on their interactions with the developer. Shawn Harris also pointed out that the proposed development is on a challenging site, and commended the developers on working through those challenges. A motion to approve was made by Lucy Parkman based on approval criteria items I, II, IV, and VI (Hardship, Special Privilege, Reasonable Use, and Conformance with the Purposes of this Code). The motion was seconded by Bernard Green and a roll call vote was conducted.

Board Members voting aye: Victoria Bolls (Via GotoMeeting)
Bernard Green
Shawn Harris
Lucy Parkman
Brandon Williams (Via GotoMeeting)
Board Members voting nay: None
Board Members absent: Dick Conville

BUSINESS MEETING

There being no further business, Bernard Green made a motion to adjourn the meeting. The motion was seconded by Lucy Parkman. The meeting was adjourned at 5:32 PM

_____
Shawn Harris, Chair

_____
Ginger Lowrey, Planning Division Manager

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Ginger Lowrey, Planning Administrator**

cc:

Date: **Tuesday, February 22, 2022**

Re: **Approve or Deny a petition filed by Donna Davis, Owner, to request a variance of two (2) feet and an eight (8) foot fence in the front yard for a variance of four (4) feet for a proposed fence located at 310 Venetian Way (Parcel No. 2-028J-08-053.00, PPIN 22740, Ward 4). The Board of Adjustment recommended to approve the request as amended: 2 foot variance for rear fence only.**
File Number: 2022-98
Minute Book #

Summary
310 Venetian Way - Fence Height Variance - Partial Approval

Recommendation Statement

Please place this on the February 22, 2022 City Council meeting for consideration.

Board of Adjustment
Case Fact Sheet

Name of Petitioners: Donna Davis, Owner

Address of Property:	**Tax Parcel**	**PPIN:**	**Ward:**
310 Venetian Way	2-028J-08-053.00	22740	4

Request: **Fence Height Variance**

Purpose of Request: To consider a variance from Section 7.9.8.6, "The maximum height of fences and walls shall be four feet above grade when located in a front yard. Otherwise the maximum height of a fence is eight feet" and instead allow for a ten (10) foot fence in the rear and side yard for a variance of two (2) feet and an eight (8) foot fence in the front yard for a variance of four (4) feet for a proposed fence located at 310 Venetian Way (Parcel No. 2-028J-08-053.00, PPIN 22740, Ward 4).

Applicant Summary: See Attached

Applicable Regulations:

SECTION 7

7.9.8 Fences
7.9.8.1 Fences and walls within a development shall be of compatible design and materials
7.9.8.2 Fences and walls shall be constructed such that the "finished" part of the fence or wall is located toward and facing the exterior of the property.
7.9.8.6 The maximum height of fences and walls shall be four feet above grade when located in a front yard. Otherwise the maximum height of a fence is eight feet.

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

Present Use: Residence

Future Land Use: Neighborhood Conservation District 1

Item: C
Donna Davis, Owner
Request for: **Fencing Height Variance**

Surrounding Zoning: and Land Use:

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

Letters or Concerns stated:

The Planning Division Office has not received any letters or other written communications relative to this case as of January 24, 2022. The Applicant has not submitted any letters of support as of January 24, 2022.

History / Background:

The petitioner met with Planning Staff to discuss establishing a privacy fence of 10 ft tall in the rear setback and 8 ft tall in the front setback to block the view of a neighboring property's cameras. She provided photos of the neighboring property's cameras and how they appeared to be oriented toward her property; one aimed at the front drive-way and one at the rear yard. She expressed concerns over her children's safety, beliving them to be monitored by her neighbors. The petitioner noted that she has contacted the police, asking that they contact the neighboring property owner and that they reposition the cameras, but none of the cameras have been repositioned. The petitioner stated that the finished fencing would be constructed of standard vertical wood fencing panels. There is currently a temporay fence installed on site ans seen in this report's photos.
The Board of Adjustment should consider the impact this will have on the built environment of the neighborhood and the streetscape.

Basis for Approval (12.4.1.1):

I. Hardship.
• The hardship is unique to the property and is not or will not be caused by the actions or inactions of the applicant.
• There are exceptional conditions creating an undue hardship applicable only to the property involved or the intended use which do not apply generally to the other land areas or uses within the same zoning district.
II. Special Privilege. A variance shall not confer any special privilege that is denied to other lands or structures in the same zoning district.
III. Literal Interpretation. The literal interpretation of the provisions of the regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district and would cause unnecessary and undue hardship on the applicant.
IV. Reasonable Use. The applicant cannot make reasonable use of the property without the requested variance.
V. Minimum Required. The granting of a variance is the minimum variance that will make possible the reasonable use of the land or structure.
VI. Conformance with the Purposes of this Code. The granting of a variance will not conflict with the purposes and intent expressed or implied in the Land Development Code.

Variance Information

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

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

Approval Criteria.

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

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

   See Attached

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

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

I am filing for consideration under hardship because.....

After discovering that my male neighbors had security cameras directed solely at my residence and my residence only, I contacted the local authorities and they contacted the owners and instructed them to reposition the security cameras as it was and is an invasion of my privacy. A considerable amount of time passed and the instructions to reposition the cameras from law enforcement was ignored. I am a single and disabled veteran with minor female children and grandchildren in my home. My daughter arrives home from the bus some days prior to me and I am very uncomfortable knowing that my home is under surveillance from my male neighbors. I feel extremely uncomfortable in my own home, especially knowing that someone knows our every movement and daily schedule. I can't understand why he/they refused to reposition the cameras; therefore, necessary measures on my behalf were taken to protect me, my daughters and the privacy of my home by putting up a privacy fence tall enough to block the view of the surveillance cameras that are positioned directly at the front and back of my residence. There are no other cameras on the neighbors residence pointing in any direction nor are there cameras on the other side of their residence so this leads me to feel they are not there for any security reasons because if this was so they would be positioned in all directions of their home capturing movement and surveillance of the residence and not the movements of my residence. This fence gives me a little sense of privacy and security; as I own my home and moving is not an option.

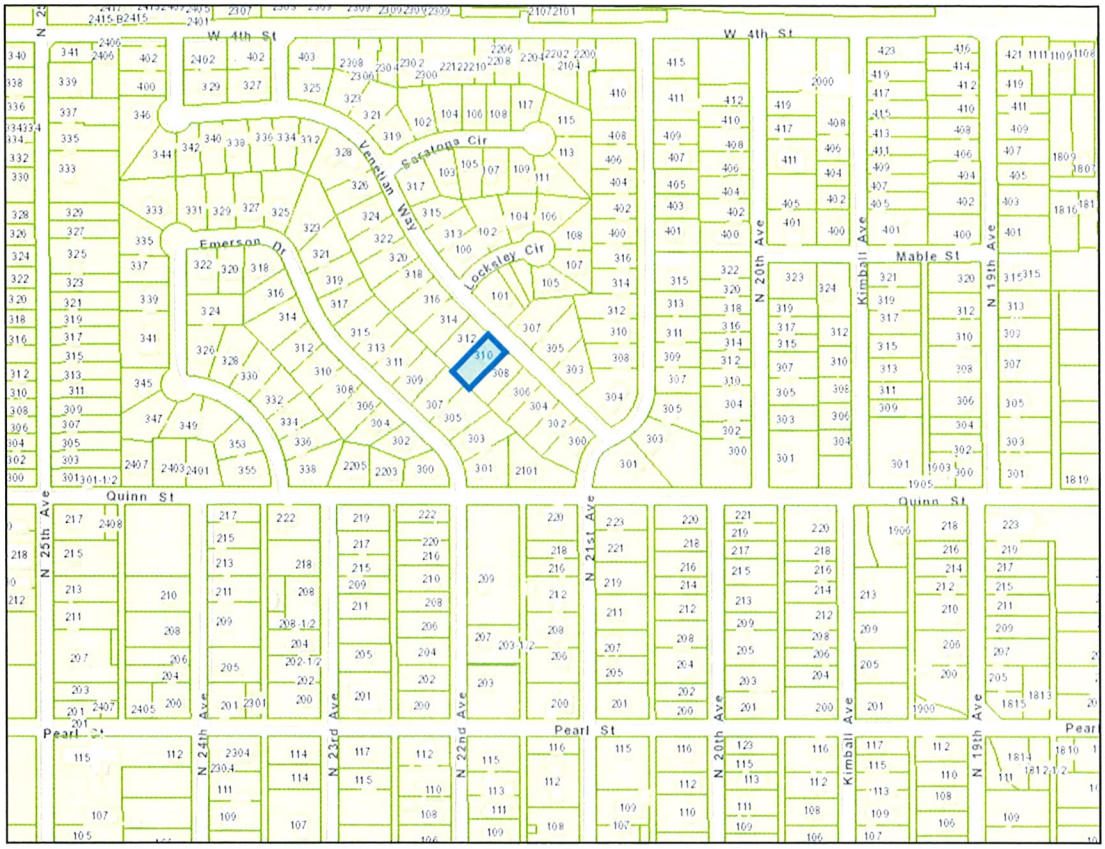
SUBJECT PARCEL:
310 Venetian Way

Donna Davis, Owner.

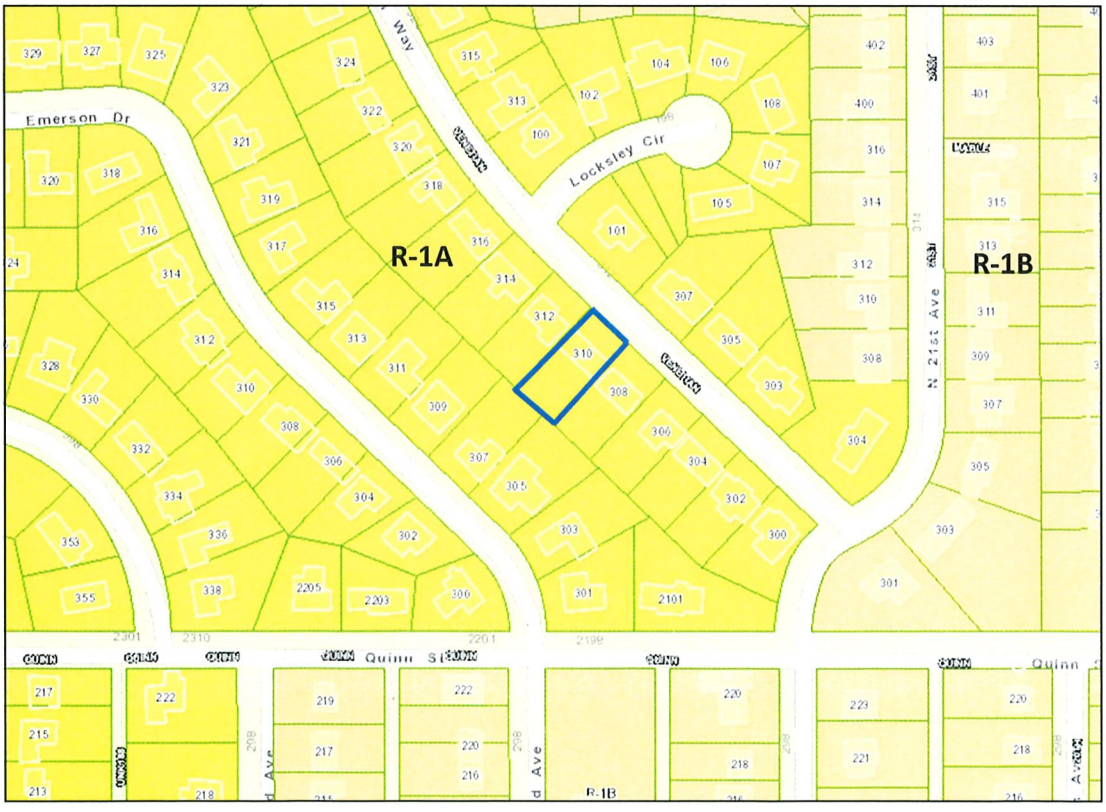
The petitioners request a variance from Section 7.9.8.6 which states, "The maximum height of fences and walls shall be four feet above grade when located in a front yard. Otherwise the maximum height of a fence is eight feet" and instead allow for a ten (10) foot fence in the rear and side yard for a variance of two (2) feet and an eight (8) foot fence in the front yard for a variance of four (4) feet for a proposed fence located at 310 Venetian Way (Parcel No. 2-028J-08-053.00, PPIN 22740, Ward 4).



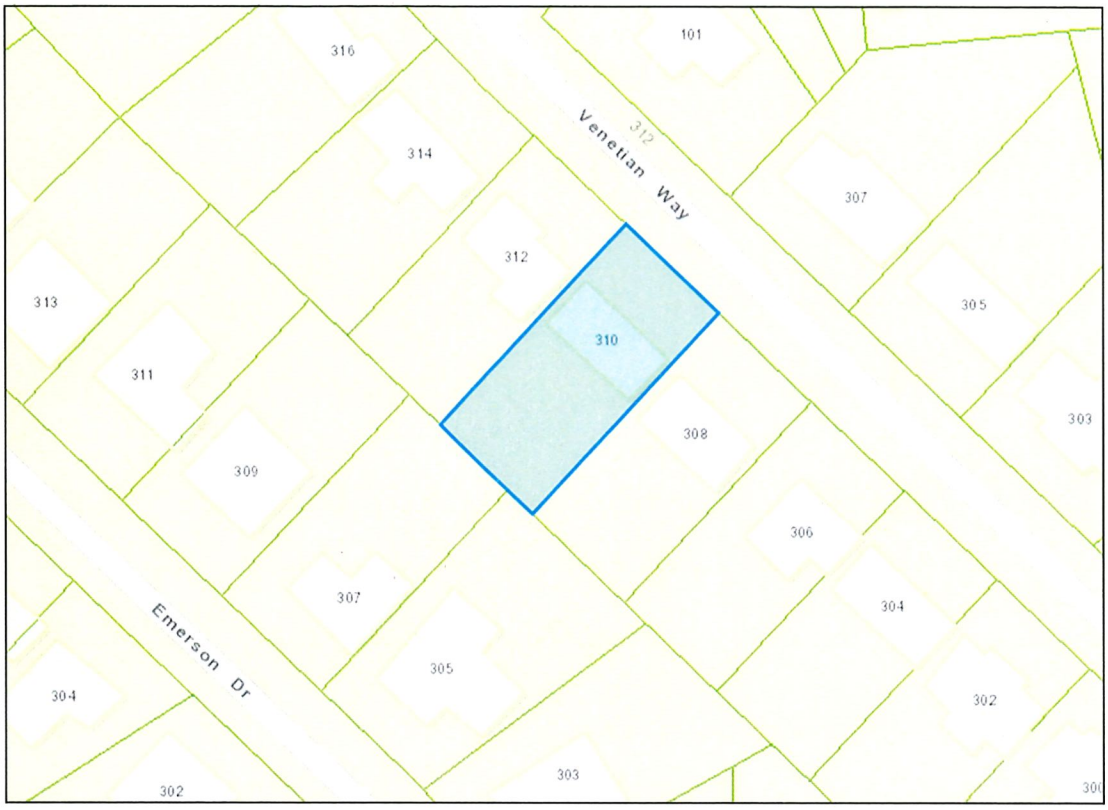
Vicinity Map—Ward 4



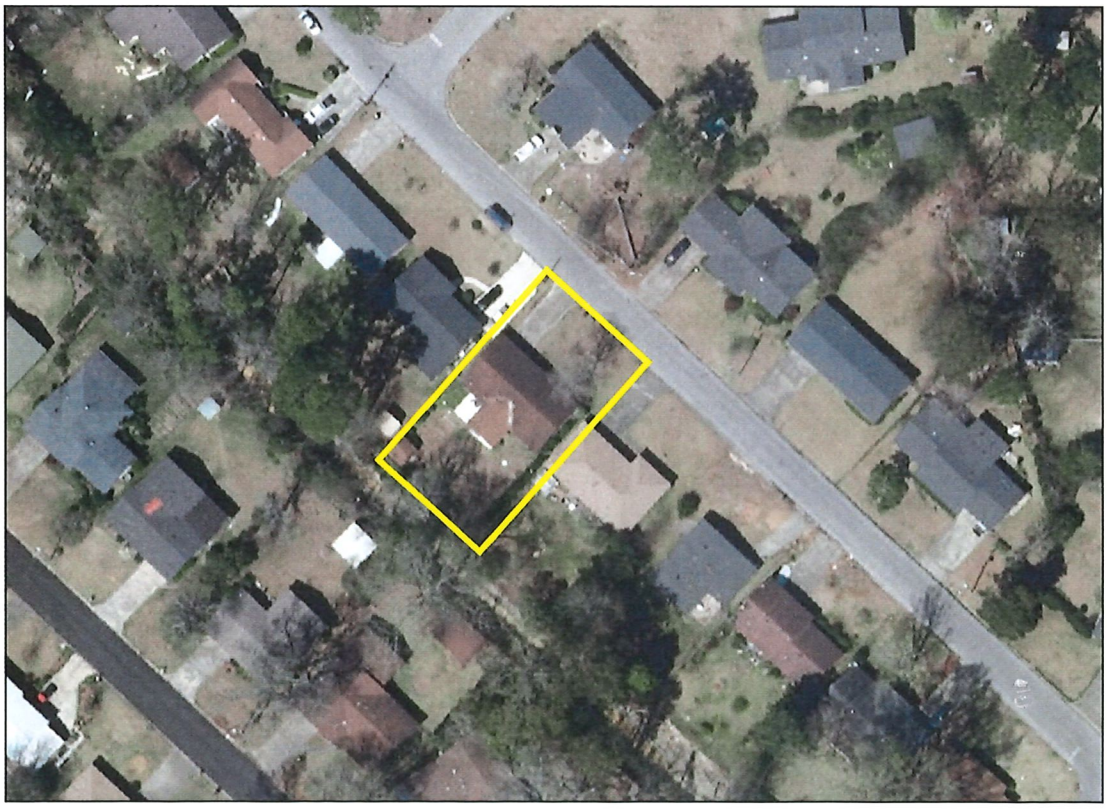
Zoning—R-1A



Area Building Footprints and Parcel Lines

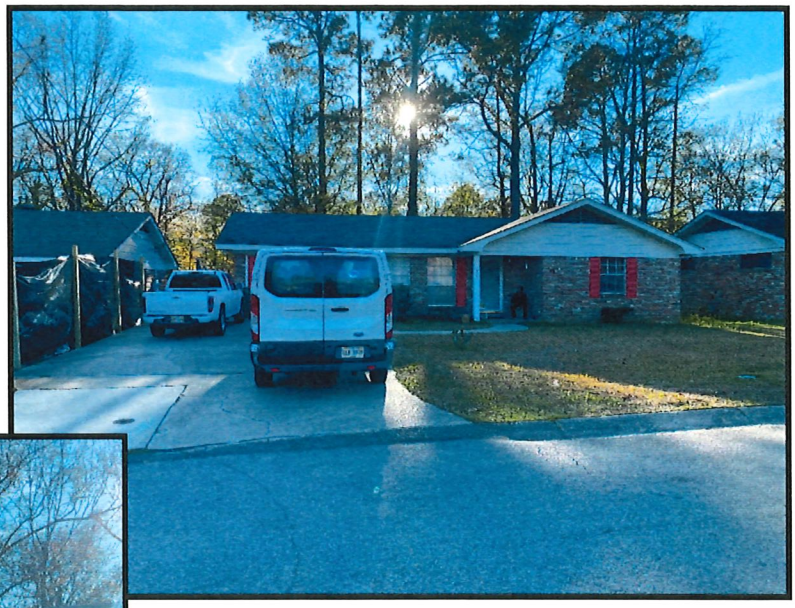


Site Aerial



SURROUNDING AREA

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





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



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



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

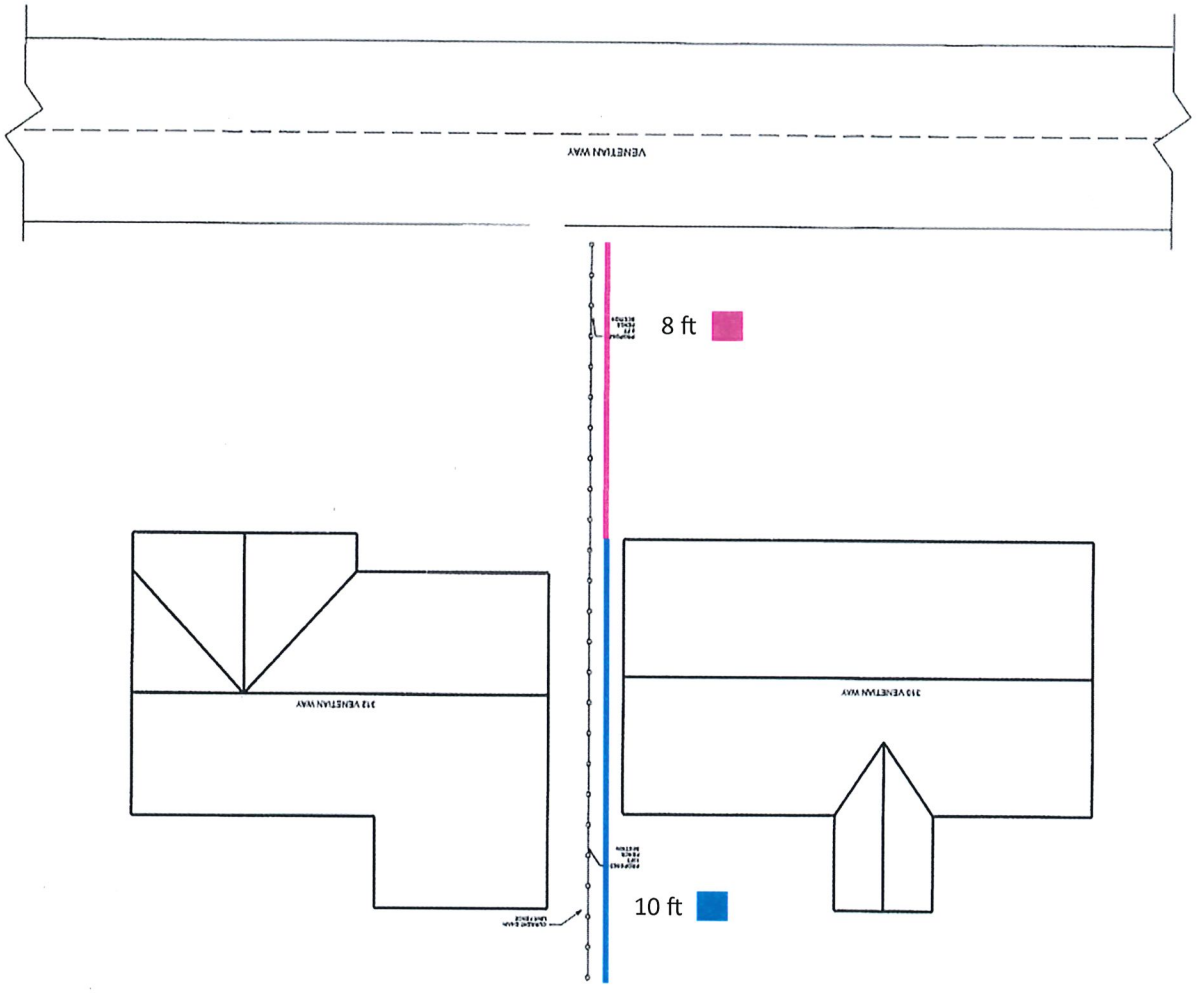
Location of Proposed Fencing in Front Yard





Site Drawing

(Additional notes added by staff in color)



Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Ginger Lowrey, Planning Administrator**

cc: **Ginger Lowrey, Planning Administrator**

Date: **Tuesday, February 22, 2022**

Re: **Approve or Deny a petition filed by George Coll, Applicant, Adam Nicolosi, Agent, and James Smith, Representative to request a Conditional Use as "Warehousing and Distribution" facility in a B-3 (Community Business) District for property located along Oak Grove Road (Parcel 051R-12-089.000, PPIN 11226, Ward 3 near the intersection of Oak Grove Road and S Westover Drive). The Planning Commission recommended to Approve on February 2, 2022.**
File Number: 2022-95
Minute Book #

Summary
Conditional Use as "Warehousing and Distribution" facility in a B-3 (Community Business) District for property located along Oak Grove Road.

Recommendation Statement

Please place this on the February 22, 2022 City Council meeting for consideration.

Planning Commission
Case Fact Sheet

Names of Petitioner: George Coll, Applicant, Adam Nicolosi, Agent, and James Smith, Representative

Address of Property:	**Tax Parcel**	**PPIN:**	**Ward:**
-Oak Grove Road (Vacant Lot)	Parcel 051R-12-089.000	11226	3

Request: **Warehousing and Distribution**

Purpose of Request: To consider an application to request a Conditional Use as "Warehousing and Distribution" facility in a B-3 (Community Business) District for property located along Oak Grove Road (Parcel 051R-12-089.000, PPIN 11226, Ward 3 near the intersection of Oak Grove Road and S Westover Drive).

Applicant Summary: See Attached

Applicable Regulations:

SECTION 4 **Zoning Districts Established**

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

12.3.3.4 Reestablishment Restricted. A legal Conditional Use, as approved by the Governing Authority (City Council), when discontinued or abandoned, shall not be resumed. Discontinuance or abandonment shall be defined as:
i. When land used for a legal conditional use ceases to be used in a bona fide manner or a period of six consecutive calendar months;

ii. When a building designed or arranged for a Conditional Use ceases to be used in a bona fide manner as a legal nonconforming use for continuous period of six consecutive calendar months;
iii. When a building desiged or arranged for a conforming use shall cease to be used in a bona fide manner as a Conditional Use for a period of six consecutive calendar months.

Present Zoning: This parcel is currently zoned B-3 (Community Businss) District.

Present Use: Undeveloped lot

Future Land Use: Regional Business

Surrounding Zoning and Land Use:
North: B-5 (Regional Business) District – Retail/Shopping Center
South: R-3 (Multi-family Residential) District – Vacant Lot
East: Outside of City Limits – Multi-Family Residential
West: B-3 (Community Business) Professional Offices

Most Nearly Bounded By (streets): The parcel is most nearly bounded by Oak Grove Road to the North, Foxgate Ave to the East, and Westover Drive. to the West. The parcel is accessible from Oak Grove Road.

Letters or Concerns stated: The Planning Division Office has not received any letters or other written communications relative to this case as of January 24th, 2022

History / Background: The petitioner met with the Planning Division to discuss the purchas of the subject property and establishing a warehousing and distribution facility on the site for Mr. Sippi Beverages. The petitioner would like to construct two warehouses on the proposed site; 6,000 ft^2 and 10,000 ft^2 facilities, respectively. The petitioner has provided a conceptual site plan for the site, demonstrating the layout of the proposed facilities with ample developable space. As the property is currently zoned B-3, a Conditional Use is required to establish the proposed development on site. During Pre-Application, staff noted the typical zoning buffer requirement for B-3 of 30 ft. While the property to the East is not within the City of Hattiesburg Limits, staff suggested maintaining or adding additional plantings to the 30 ft buffer as the current use of the neighboring property is multi-family residential. This may be added as a Condtion by the Commission.

Option: **Basis for approval:**

12.3.3.2 Additional Approval Criteria. 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.

SUBJECT PARCEL:

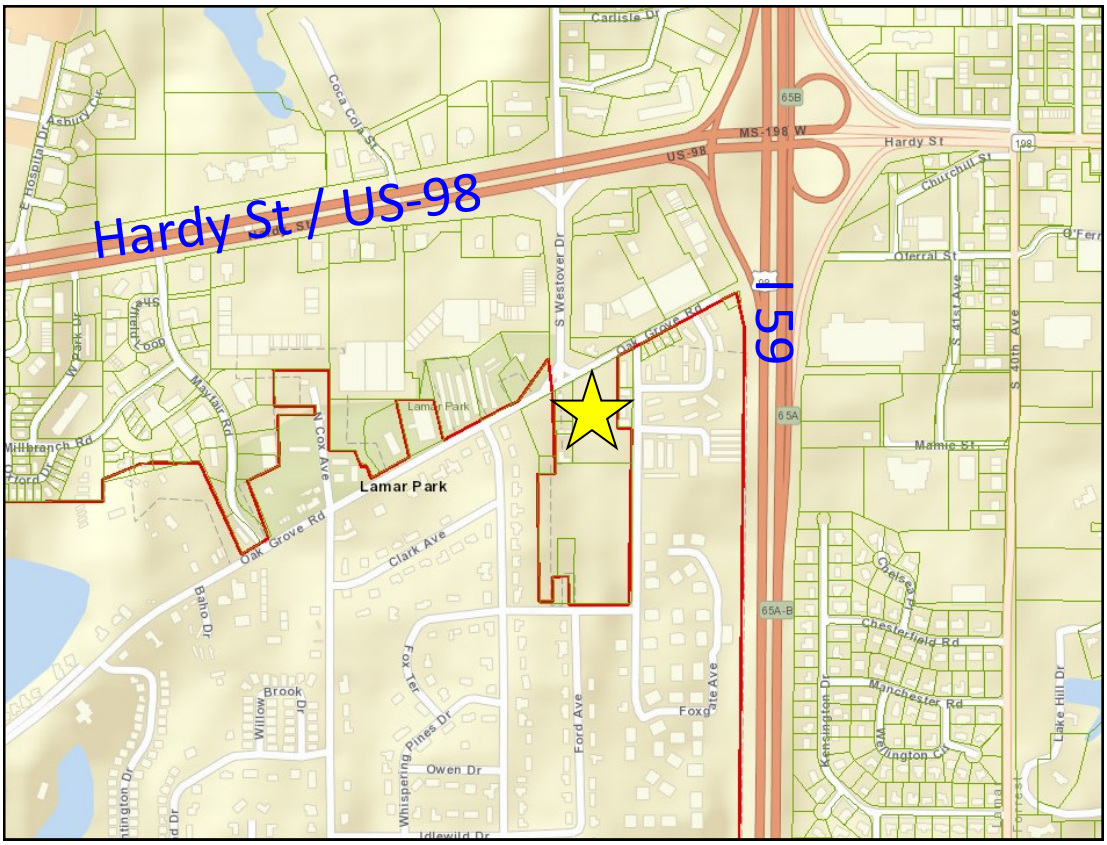
Oak Grove Road (Vacant Parcel)

George Coll, Applicant, Adam Nicolosi, Agent, and James Smith, Representative

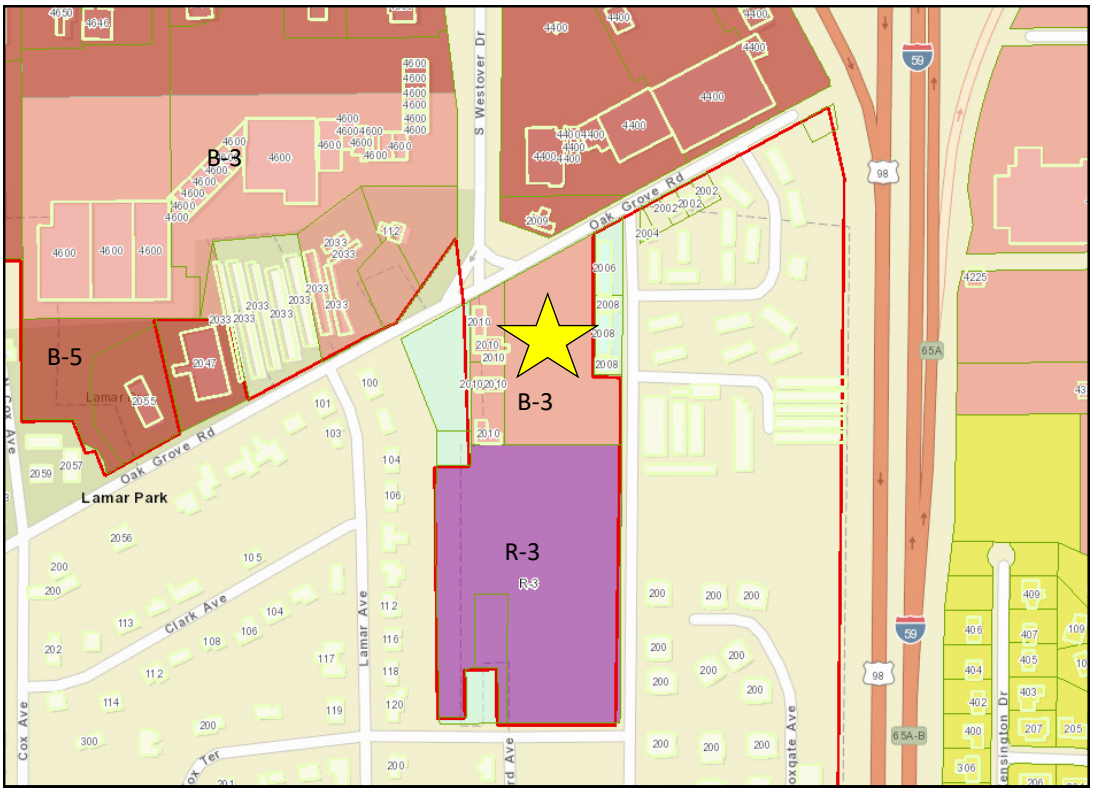
The petitioners request a Conditional Use as “Warehousing and Distribution” facility in a B-3 (Community Business) District for property located along Oak Grove Road (Parcel 051R-12-089.000, PPIN 11226, Ward 3 near the intersection of Oak Grove Road and S Westover Drive).



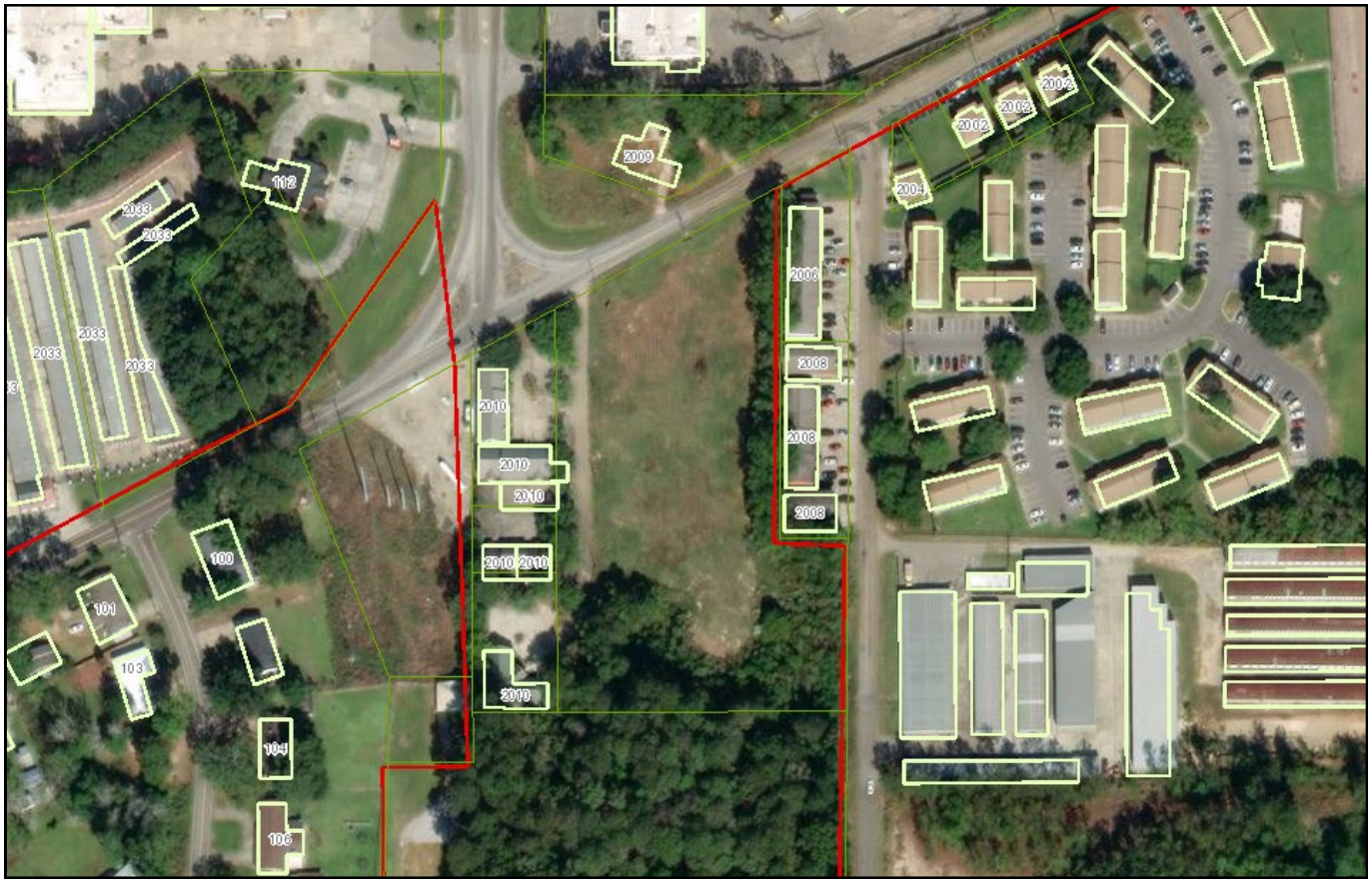
Vicinity Map—Ward 3



Zoning- B-3



Site Aerial


112
2033
2033
2033
2033
2009
2002
2003
2004
2004
2006
2008
2008
2008
2010
2010
2010
2010
2010
100
101
103
104
106
2019

SURROUNDING AREA

Northern Direction: B-5

Retail/Shopping Center





Southern Direction: R-3 Vacant



Eastern Direction: Outside of City Limits / Multi-Family Residential



Western Direction: B-3 Office Spaces

SURROUNDING AREA

Western Direction: B-3 Office Spaces



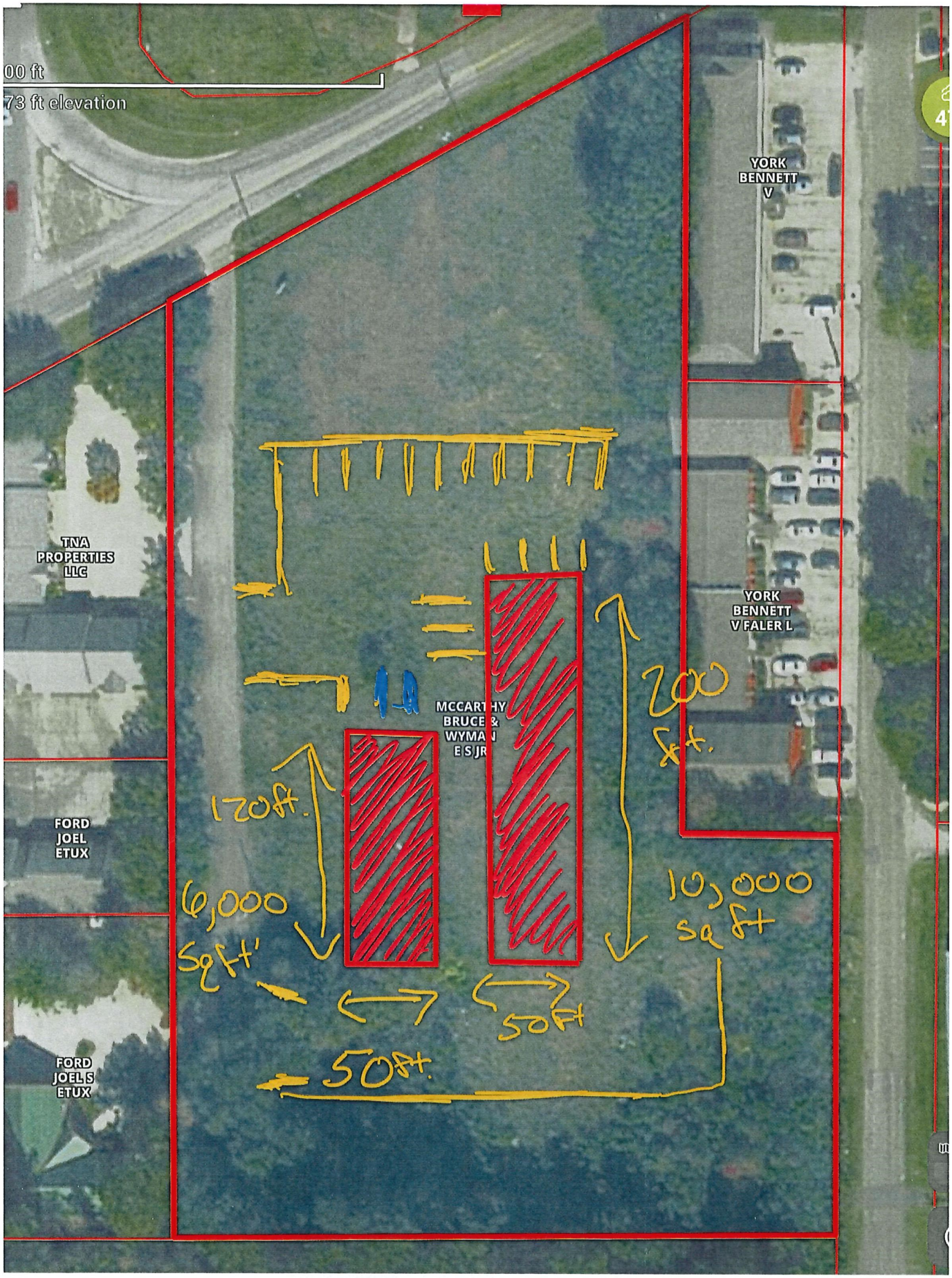


Eastern Direction: Street view (Not in City Limits)

Westover / Oak Grove Road Intersection from site looking northwest



Conceptual Site Plan



SITE DEVELOPMENT MASTER PLAN
MR. SIPPI BEVERAGES
2010 OAK GROVE ROAD
HATTIESBURG, MISSISSIPPI

Mr. Sippi BEVERAGES





VICINITY AERIAL IMAGE
N.T.S.

PROPERTY INFORMATION

CURRENT OWNER: BRUCE McCARTHY
PROPOSED OWNER: GEORGE AND ADELE COLL
PROPERTY ZONING: B-3
PPIN 11226
IDENTIFICATION NO. 051R-12-089.00
AREA - 3.21 ACRES±
APPROXIMATE IMPERMEABLE AREA - 1.35 ACRES
APPROXIMATE IMPERMEABLE/TOTAL AREA RATIO - 0.42
UTILITIES PRESENTLY AVAILABLE ON OR ADJACENT TO SITE:
WATER - CITY OF HATTIESBURG
SEWER - CITY OF HATTIESBURG
GAS - SPIRE
ELECTRIC - MISSISSIPPI POWER

PARKING ANALYSIS

BUILDING USE	OFFICE - 3,000 S.F.	WAREHOUSE - 13,000 S.F.
PARKING REQUIREMENT	1 SPACE/400 S.F.	1 SPACE/1,000 S.F.
SPACES REQUIRED	8	13

TOTAL SPACES REQUIRED - 21
TOTAL SPACES PROVIDED - 36

DRAWING NOTE

THIS DRAWING HAS BEEN PREPARED SPECIFICALLY FOR PRELIMINARY PLANNING PURPOSES ONLY AND IS NOT TO BE USED FOR CONSTRUCTION. ADDITIONAL ANALYSIS AND DESIGN SHALL BE PERFORMED AND REQUIRED PERMITTING ACQUIRED PRIOR TO CONSTRUCTION.

PREPARED BY:
FORD ENGINEERING SERVICES, PLLC
PLANNING | DESIGN | MANAGEMENT
2010 Oak Grove Road - Building 4, Suite 1
Hattiesburg, Mississippi 39402
Phone: (601) 264-6333

THE NOWELL AGENCY INC.

INSURANCE IDEAS • ADVICE • STRATEGIES

January 31, 2022

To Whom It May Concern:

I am pleased to write this letter of recommendation for George Coll. I have known him for several years as the owner of Mr. Sippi Beverages as well as the girl's head basketball coach at Lamar Christian School in Purvis. He has operated a successful business and contributed to the development of many young people in our community through sports.

I am the office manager for The Nowell Insurance Agency located on Oak Grove Road. George is looking to build on the lot adjacent to our building. We would be glad to welcome him as our neighbor. I believe, through conversations with George, his business will be an asset and improve the economic landscape of this area. I highly recommend the City of Hattiesburg approve his request to build within the city limits.

Sincerely,

Stewart Deen

Stewart Deen

The Nowell Agency

Office Manager/Insurance Agent

2010 Oak Grove Rd., Bldg. 1 • Hattiesburg, MS 39402 • Ph: 601.268.8838 • F: 601.268.2023 • www.nowellagency.com

RPI
CAPITAL, LLC

January 30, 2022

To Whom It May Concern:

George and Adele Coll have been close friends for several years and I have been a customer of their business, Mr. Sippi Beverages, formerly Kentwood Spring, for nearly the same amount of time. They have not only run a successful business that employee many local people but they have been great members of the community, volunteering and helping in several capacities.

As an owner of a building next to the property that they have purchased I look forward to having them as a neighbor. Thank you for helping them with anything they need to proceed with their plans to grow within the city limits of Hattiesburg.

Sincerely,

Chris Johnson

Office: 601-299-4231 P.O. Box 18247, Hattiesburg, MS, 39404 www.rpicapitalllc.com

MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
February 2nd, 2022

The Hattiesburg Planning Commission did meet in a regular session on February 2nd, 2022, at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Mark Miller, Chair, presided over the meeting. Due to the ongoing COVID-19 pandemic, CDC-recommended social distancing guidelines were observed. Staff utilized GoToMeeting, an online meeting, desktop sharing, and telephone/video conferencing platform to give Commissioners, petitioners, and the public the option to participate remotely. A quorum was indicated and the attendance was as follows:

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

Commissioners Absent:
Ricardo Bryant
Michael Dickerson
Elayne Lockett

Also Present:
Ginger M. Lowrey, AICP, Planning Div. Manager
Jim Gladden, Esq.
Nathan Satcher, Planner
Steve Mitchell, Building Official

AGENDA REVIEW

There came the matter of the February Agenda. A request was made by Chair Miller for a motion to approve the February 2022 Agenda. A motion to approve was made by Commissioner Ray and seconded by Commissioner Hinton.

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

Elayne Lockett
Mark Miller, Chair
Rebekah Ray
Rhoda A. Pickett
Kenneth Waites

Commissioners voting nay: None
Commissioners Absent: Charles Dawe

MINUTES REVIEW

There came the matter of the January 2, 2022 minutes. A motion was made by Commissioner Ray to approve the minutes with a grammatical correction. Commissioner Pickett seconded the motion.

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

Commissioners voting nay: None

REPORTS

BUILDING REPORT

Steve Mitchell, Building Official, provided the Building Permit Report for January 2022. Staff emailed copies to the Commissioners before the meeting, and physical copies were provided to Commissioners who attended in person. Commissioner Dawe sought clarification on the building permit process.

PLANNING REPORT

There came the matter of the Planning Report by Ginger Lowrey, Planning Division Manager. On January 18, 2022, City Council approved the MX-3 to MX-4, RA-3 to MX-4, and RA-3 to MX-3 rezone requests for certain properties located in the Midtown District (multiple parcels) for the Jones Company headquarters relocation project. (HPC Approval Upheld).
Mrs. Lowrey noted there would be an additional item related to this project on the March Planning Commission Agenda due to a public notice error. Mrs. Lowrey also called for a

subcommittee for the nominations of Chair and Vice-Chair for the Planning Commission. Commissioners Conville, Ray, and Pickett volunteered to serve as the subcommittee.

CHAIR'S REPORT

There came the matter of the Chair's Report by Chair Mark Miller. Chair Miller shared his deep appreciation for the City of Hattiesburg's Planning Commission after attending a small town's planning meeting.

INTRODUCTIONS

The Commissioners introduced themselves.

PUBLIC HEARING – PLANNING COMMISSION

There came the matter of Item A (Conditional Use), to consider a request for a Conditional Use as "Warehousing and Distribution" facility in a B-3 (Community Business) District for property located along Oak Grove Road (Parcel 051R-12-089.000, PPIN 11226, Ward 3 near the intersection of Oak Grove Road and S Westover Drive).

	Name	Address	City/State
Presented by:	Adele Coll	PO Box 16492	Hattiesburg, MS
	Joel Ford	2010 Oak Grove Road	Hattiesburg, MS
	Adam Nicolosi	219 S 40th Ave	Hattiesburg, MS
Proponents:	None		Hattiesburg, MS
Opponents:	None		

Adele Coll, applicant, presented the application. She provided a brief overview of the history of their business and the need for expansion. She also pointed out the ideal location for their business due to proximity to major highways for their delivery business model. Commissioner Dawe spoke highly of their operations. He also noted he was familiar with the area of the proposed location and did not believe it would impede traffic flow. Commissioner Conville inquired on the need for parking beyond the minimum required, suggesting reducing the overall impervious surface coverage citing various environmental concerns with the excess of parking. Several commissioners also had questions regarding site layout and design. Joel Ford, representative and engineer for the project, provided insight on the layout of the proposed site

plan. He noted the site plan is conceptual at this time and will have several adjustments before being approved in the Site Plan review process. Adam Nicolosi, representative and realtor for the project, spoke highly of the operations of Mr. Sippi, indicating they are a well-run business and good stewards of their property.

Chair Miller declared the Public Hearing closed and the Business Meeting open for discussion on the conditional use request (Item A). Commissioner Conville posed a question to staff on the site plan process, asking if what is approved in the formal site plan review is essentially a legally binding document, hoping that the landscaping buffer along the eastern boundary remains as it abuts next to a residential property. Mrs. Lowrey clarified that since the adjoining property to the east is outside of the City of Hattiesburg limits, a landscaped zoning buffer is not required. Commissioner Waites made a motion to approve the request for conditional use. Chair Miller asked if he would like to consider adding the condition of requiring a typical 30 ft zoning buffer for B-3 zonings next to residential, as suggested by staff. The motion was seconded by Commissioner Conville. Chair Miller then reopened the public hearing to grant Joel Ford an opportunity to respond to the added conditions. Joel Ford stated the full 30 ft buffer would offer additional challenges to this site, and asked if an alternative buffer requirement be reviewed for this site since they had not accounted for a buffer to the east. Commissioner Conville pointed out that it was very important to keep the proposed drive as far east as possible for incoming traffic from the nearby intersection. He also pointed out the importance of the landscaping buffer. Joel Ford responded that the conceptual site plan showed an approximate 15 ft buffer.

Chair Miller again declared the public hearing closed and asked if the commission would instead be comfortable with 15 ft. Commissioner Waites amended his original motion to include a condition of a 15 ft landscaped zoning buffer. Commissioner Conville agreed to amend his second as well. Mrs. Lowrey conducted a roll call vote. Commissioners attending in person submitted physical voting sheets.

Commissioners voting aye: Dick Conville
Charles Dawe (via GoToMeeting)
Amy Hinton, Vice-Chair
Jeff Keyseear (via GoToMeeting)
Elayne Lockett
Mark Miller, Chair
Rebekah Ray

Rhoda A. Pickett
Kenneth Waites

Commissioners voting nay: None

BUSINESS MEETING

Having no further business, Commissioner Pickett made a motion to adjourn the meeting. The motion was seconded by Commissioner Lockett. The meeting was adjourned at 2:06 PM.

_____
Mark Miller, Chair

_____
Ginger Lowrey, Planning Division Manager

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Ann Jones, Chief Administrative Officer**

cc:

Date: **Tuesday, February 22, 2022**

Re: **Adopt a Resolution declaring surplus a certain parcel of City-owned property at PPIN 6802 and authorize the execution of a Quit Claim Deed from the City of Hattiesburg to Shadock Leggett in the amount of $9,000.00, in accordance with 21-17-1.**
File Number: 2022-108
Minute Book #

Summary
Adopt a Resolution declaring surplus a certain parcel of City-owned property at PPIN 6802 and authorize the execution of a Quit Claim Deed from the City of Hattiesburg to Shadock Leggett in the amount of $9,000.00, in accordance with 21-17-1.

Recommendation Statement
I recommend this item be added to the Council Agenda.

Please place this on the February 22, 2022 City Council meeting for consideration.

RESOLUTION

WHEREAS, the City of Hattiesburg finds and determines the parcel at 602 Old Airport Road, better identified by PPIN 6802 and county parcel number 2-042F-26-177.00, is no longer needed for municipal or related purposes and is not to be used in the future operation of the City; and

WHEREAS, the governing authorities of the City of Hattiesburg are authorized and empowered in their discretion to convey said property in accordance with appropriate Miss Code statues; and

WHEREAS, the governing authorities of the City of Hattiesburg desire to dispose of said property;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Hattiesburg City Council does hereby declare surplus the aforementioned property and authorizes sale of the same.

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

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted, on this 22nd day of February, 2022.

(SEAL)

ATTEST: ADOPTED:

_____ _____
CLERK OF COUNCIL PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, on this 22nd day of February, 2022.

ATTEST: ADOPTED:

_____ _____
CITY CLERK MAYOR

PPIN 6802
2-042F-26-17200

APPRAISAL OF Vacant LAND

LOCATED AT
602 Old Airport Rd
Hattiesburg, MS 39401
BEG 215FT N SWC NW 1/4 SE 1/4 E 420FTN 105FT W 420 FT S 105FT TO BEG

FOR
✓Shadrock Leggett ✓
N/A

OPINION OF VALUE
8,000

AS OF
12/08/2021

BY
Tim Green
Green Appraisal Service
808 Hillendale Dr
Hattiesburg, MS 39402-2621
601-270-8911
tgreenappraisals@comcast.net

601-913-9375
Shadack Leggett
325 Slept Avenue
39401

Shadrack Leggett

LAND APPRAISAL REPORT

File No. Leggett

IDENTIFICATION

Borrower N/A | Census Tract 0105.00 | Map Reference 25620
Property Address 602 Old Airport Rd
City Hattiesburg | County Forrest | State MS | Zip Code 39401
Legal Description BEG 215FT N SWC NW 1/4 SE 1/4 E 420FTN 105FT W 420 FT S 105FT TO BEG
Sale Price $ N/A | Date of Sale N/A | Loan Term N/A yrs. | Property Rights Appraised ☒ Fee ☐ Leasehold ☐ De Minimis PUD
Actual Real Estate Taxes $ 0 (yr) | Loan charges to be paid by seller $ None | Other sales concessions None
Lender/Client N/A | Address
Occupant Vacant Land | Appraiser Tim Green | Instructions to Appraiser None

NEIGHBORHOOD

Location	☐ Urban	☒ Suburban	☐ Rural
Built Up	☐ Over 75%	☒ 25% to 75%	☐ Under 25%
Growth Rate ☐ Fully Dev.	☐ Rapid	☐ Steady	☒ Slow
Property Values	☐ Increasing	☒ Stable	☐ Declining
Demand/Supply	☐ Shortage	☒ In Balance	☐ Oversupply
Marketing Time	☐ Under 3 Mos.	☒ 4-6 Mos.	☐ Over 6 Mos.

Present Land Use 60% 1 Family ___% 2-4 Family ___% Apts. ___% Condo 5% Commercial 5% Industrial ___% Vacant 30%
Change in Present Land Use ☒ Not Likely ☐ Likely (*) ☐ Taking Place (*)
(*) From ___ To ___
Predominant Occupancy ☒ Owner ☐ Tenant ___% Vacant
Single Family Price Range $ 20 to $ 160 | Predominant Value $ 80
Single Family Age 10 yrs. to 75 yrs. | Predominant Age 35 yrs.

	Good	Avg.	Fair	Poor
Employment Stability	☐	☒	☐	☐
Convenience to Employment	☐	☒	☐	☐
Convenience to Shopping	☐	☒	☐	☐
Convenience to Schools	☒	☐	☐	☐
Adequacy of Public Transportation	☐	☒	☐	☐
Recreational Facilities	☐	☒	☐	☐
Adequacy of Utilities	☐	☒	☐	☐
Property Compatibility	☐	☒	☐	☐
Protection from Detrimental Conditions	☐	☒	☐	☐
Police and Fire Protection	☐	☒	☐	☐
General Appearance of Properties	☐	☒	☐	☐
Appeal to Market	☐	☒	☐	☐

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise): The subject is located in Forrest County, MS. Access to shopping, schools and employment centers are within market expected proximity. Present land Use Other is Vacant Land and has no adverse effect on value on value or marketability.

SITE

Dimensions Irregular = 1.00 Sq. Ft. or Acres ☐ Corner Lot
Zoning classification A-2 | Present Improvements ☐ do ☐ do not conform to zoning regulations
Highest and best use ☒ Present use ☐ Other (specify)

	Public	Other (Describe)
Elec.	☐	None
Gas	☐	None
Water	☐	None
San. Sewer	☐	None
	☐	Underground Elect. & Tel.

OFF SITE IMPROVEMENTS
Street Access ☒ Public ☐ Private
Surface Asphalt
Maintenance ☒ Public ☐ Private
☐ Storm Sewer ☐ Curb/Gutter
☐ Sidewalk ☐ Street Lights

Topo Gently Slopping
Size 1.00 ac
Shape Irregular
View Residential
Drainage Adequate
Is the property located in a HUD Identified Special Flood Hazard Area? ☒ No ☐ Yes

Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions): The site does not appear to be affected by any readily odservable adverse esaements or encroachments, however a current survey & title policy are recommended for that final determination.

MARKET DATA ANALYSIS

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	602 Old Airport Rd Hattiesburg	701 Satchel Rd Hattiesburg, MS 39401		1674 James St Hattiesburg, MS 39401		O Anderson Rd Hattiesburg, MS 39401	
Proximity to Subject		1.38 miles E		1.10 miles NE		7.64 miles S	
Sales Price	$ N/A		$ 39,500		$ 10,000		$ 30,000
Price	$		$		$		$
Data Source	Tax Records	MLS#124773		MLS#120206		MLS#117757	
Date of Sale and Time Adjustment	DESCRIPTION N/A	DESCRIPTION 04/15/2021	+(-)$ Adjust.	DESCRIPTION 04/13/2020	+(-)$ Adjust.	DESCRIPTION 08/21/2019	+(-)$ Adjust.
Location	N;Bus/Res	N;Bus/Res		N;Res		N;Res	
Site/View	1.00ac/Avg	2.87ac/Avg	-15,000	1.30 ac/Avg	0	4.00 ac/Avg	-22,500
Sales or Financing Concessions	None						
Net Adj. (Total)		☐ + ☒ -	$ -15,000	☐ + ☐ -	$ 0	☐ + ☒ -	$ -22,500
Indicated Value of Subject			$ 24,500		$ 10,000		$ 7,500

RECONCILIATION

Comments on Market Data: Prices remain stable and buyer demand is adequate.

Comments and Conditions of Appraisal: All sales were verified as closed sales.
The subject's site value is estimated to be $8,000.

Final Reconc esign.alamode.com/verify Serial# 0D3E431A reatest value weight to the "Market Data Approach". Considering the "princple of substitution" and adjusted prices of the comparables, the indicated value of the subject property was determined.

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF 12/08/2021 20 21 to be $ 8,000

Timothy Green

Tim Green
Appraiser(s)

Review Appraiser (if applicable) ☐ Did ☐ Did Not Physically Inspect Property

[Y2K]

Supplemental Addendum

File No. Leggett

Borrower	N/A						
Property Address	602 Old Airport Rd						
City	Hattiesburg	County	Forrest	State	MS	Zip Code	39401
Lender/Client	N/A						

HIGHEST & BEST USE ANALYSIS: An analysis of the highest & best us of a property is the most important aspect of the appraisal process because it is in terms of highest & best use that market value is estimated. This study & analysis of highest & best use is based on available data regarding those uses considered legal, possible, or most probable alternative uses, appropriate uses and the maximum feasible uses of the subject's site. The highest & best use analysis is intended to reflect the highest & best use of the site as thought vacant, and a separate analysis of the property as improved.

Comparable Photo Page

Borrower	N/A						
Property Address	602 Old Airport Rd						
City	Hattiesburg	County	Forrest	State	MS	Zip Code	39401
Lender/Client	N/A						



Comparable 1

701 Satchel Rd

Prox. to Subject	1.38 miles E
Sale Price	39,500
Gross Living Area	
Total Rooms	
Total Bedrooms	
Total Bathrooms	
Location	N;Bus/Res
View	2.87ac/Avg
Site	
Quality	
Age	



Comparable 2

1674 James St

Prox. to Subject	1.10 miles NE
Sale Price	10,000
Gross Living Area	
Total Rooms	
Total Bedrooms	
Total Bathrooms	
Location	N;Res
View	1.30 ac/Avg
Site	
Quality	
Age	



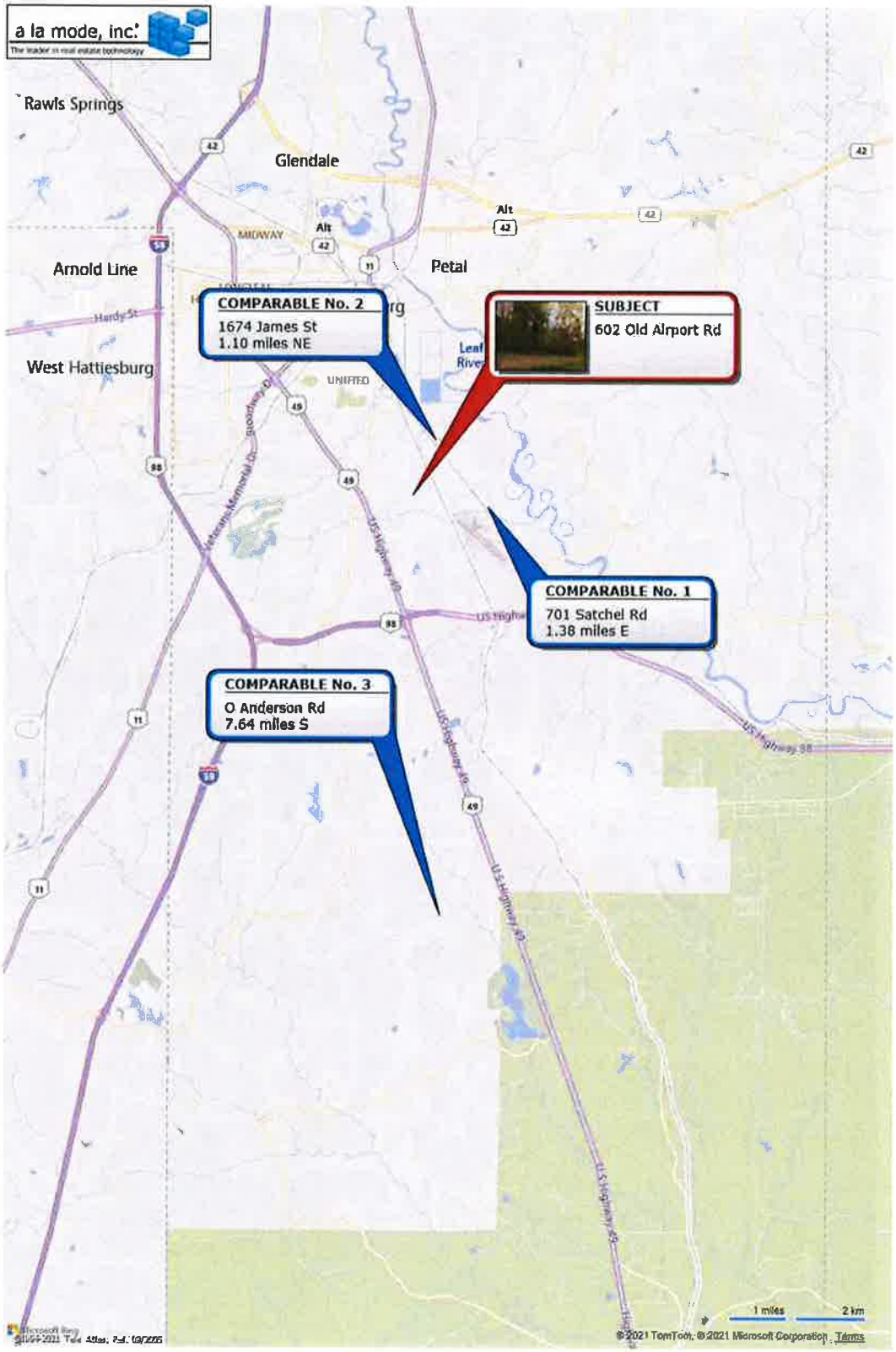
Comparable 3

O Anderson Rd

Prox. to Subject	7.64 miles S
Sale Price	30,000
Gross Living Area	
Total Rooms	
Total Bedrooms	
Total Bathrooms	
Location	N;Res
View	4.00 ac/Avg
Site	
Quality	
Age	

Location Map

Borrower	N/A						
Property Address	602 Old Airport Rd						
City	Hattiesburg	County	Forrest	State	MS	Zip Code	39401
Lender/Client	N/A						



Pocket Card

State of Mississippi
MISSISSIPPI REAL ESTATE APPRAISER LICENSING AND CERTIFICATION BOARD

LICENSE # : LA-1673 STATUS: ACTIVE

TIMOTHY GREEN

HAS BEEN GRANTED A LICENSE AS A
LICENSED APPRAISER

Effective Date: 08/01/2021

Expiration Date: 07/31/2023

Timothy Green
SIGNATURE OF LICENSEE
Robert E. Praytor, Administrator

Timothy Green

Serial# 0D3E431A
esign.alamode.com/verify

LAND APPRAISAL REPORT

File No. 21100601

IDENTIFICATION

Owner City of Hattiesburg | Census Tract N/A | Map Reference

Property Address North Hattiesburg Avenue

City Hattiesburg | County Forrest | State MS | Zip Code 39401

Legal Description A part of Block 26, Section 26, Township 4 North, Range 13W

Sale Price $ Sale Price | Date of Sale N/A | Property Rights Appraised [X] Fee [ ] Leasehold [ ] De Minimis PUD

Actual Real Estate Taxes $ Exempt (yr.)

Client City of Hattiesburg | Address 200 Forrest Street, Hattiesburg, Mississippi 39401

Occupant Vacant Land | Appraiser Zachary H. Fairley | Instructions to Appraiser Provide an estimate of "as is" market value

Intended User: City of Hattiesburg | Intended Use: Potential Disposition

NEIGHBORHOOD

Location	[ ] Urban	[X] Suburban	[ ] Rural
Built Up	[ ] Over 75%	[X] 25% to 75%	[ ] Under 25%
Growth Rate	[ ] Fully Dev.	[ ] Rapid	[X] Steady	[ ] Slow
Property Values	[ ] Increasing	[X] Stable	[ ] Declining
Demand/Supply	[ ] Shortage	[X] In Balance	[ ] Over Supply
Marketing Time	[ ] Under 3 Mos.	[X] 4-6 Mos.	[ ] Over 6 Mos.

Present Land Use 50 % 1 Family ___ % 2-4 Fam 15 % Apts. ___ % Condo 5 % Commercial

100.00 ___ % Industrial ___ % Vacant 30 % ___

Change in Present Land Use [X] Not Likely [ ] Likely (*) [ ] Taking Place (*)

(*) From ___ To ___

Predominant Occupancy [X] Owner [ ] Tenant ___ % Vacant

Single Family Price Range $ 25,000 to $ 100,000 Predominant Value $ 60,000

Single Family Age 30 yrs. to 50+ yrs. Predominant Age 40+ yrs.

	Good	Avg.	Fair	Poor
Employment Stability	[ ]	[X]	[ ]	[ ]
Convenience to Employment	[ ]	[X]	[ ]	[ ]
Convenience to Shopping	[ ]	[X]	[ ]	[ ]
Convenience to Schools	[ ]	[X]	[ ]	[ ]
Adequacy of Public Transportation	[ ]	[X]	[ ]	[ ]
Recreational Facilities	[ ]	[X]	[ ]	[ ]
Adequacy of Utilities	[ ]	[X]	[ ]	[ ]
Property Compatibility	[ ]	[X]	[ ]	[ ]
Protection from Detrimental Conditions	[ ]	[X]	[ ]	[ ]
Police and Fire Protection	[ ]	[X]	[ ]	[ ]
General Appearance of Properties	[ ]	[X]	[ ]	[ ]
Appeal to Market	[ ]	[X]	[ ]	[ ]

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, noise) The neighborhood is located in the southeast area of Hattiesburg north of the Bobby Chain Airport and Industrial Park. The immediate neighborhood is a mixture of single-family and multi-family uses with commercial uses located further west around Highway 49. The neighborhood is located in the Hattiesburg Public School District. The neighborhood residential outlook is stable.

SITE

Dimensions 105' x 420' = 1.01 Acres [ ] Corner Lot

Zoning Classification A-1; Agricultural | Present improvements [ ] do [ ] do not conform to zoning regulations

Highest and best use: [X] Present use [ ] Other (specify)

	Public	Other (Describe)
Elec.	[X]	
Gas	[X]	
Water	[X]	
San. Sewer	[X]	
	[ ] Underground Elect. & Tel.	

OFF SITE IMPROVEMENTS

Street Access: [X] Public [ ] Private

Surface Asphalt

Maintenance: [X] Public [ ] Private

[ ] Storm Sewer [ ] Curb/Gutter

[ ] Sidewalk [ ] Street Lights

Topo Open; Level at road grade

Size 44,100 Square Feet

Shape Rectangular

View Street

Drainage Adequate drainage

Is the property located in a HUD Identified Special Flood Hazard Area? [X] No [ ] Yes

Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions) No adverse easements, encroachments, or any adverse conditions were noted.

MARKET DATA ANALYSIS

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.

For the Market Data Analysis [X] See grid below. [ ] See narrative attachment.

ITEM	Subject Property	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	North Hattiesburg Avenue Hattiesburg, MS 39401	13 Golf Course Road Hattiesburg, MS 39402		1674 James Street Hattiesburg, MS 39401		701 Satchel Road Hattiesburg, MS 39401	
Proximity to Subj.		5 miles North		3 Miles NE		2 Miles E	
Sales Price	$ Sale Price		$ 16,000		$ 10,000		$ 39,500
Price	$ Price Acre		$ 10,666.67		$ 7,692.31		$ 13,763.07
Data Source	Public Records	MLS#114229; Selling Agent		MLS#12026; Selling Agent		MLS#124773; Selling Agent	
Date of Sale and Time Adjustment	DESCRIPTION	DESCRIPTION	+ (-) $ Adjustment	DESCRIPTION	+ (-) $ Adjustment	DESCRIPTION	+ (-) $ Adjustment
		07/23/2019		04/13/2020		04/15/2021	
Location	602 Old Airport Road	Superior	-1,600	Similar		Similar	
Site/View	Street	Street		Street		Corner	-7,900
Site Area	1.01 Acres	1.50 Acres		1.30 Acres		2.87 Acres	
Topography	Open; Level	Open; Level		Parital Flood	+1,800	Wooded; Level	
Utilities	All City	All City		All City		All City	
Sales or Financing Concessions		Cash		Cash		Cash	
Net Adj. (Total)		[ ] Plus [X] Minus $	-1,600	[X] Plus [ ] Minus $	1,800	[ ] Plus [X] Minus $	-7,900
Indicated Value of Subject		Gross 10.0% Net 10.0% $	14,400	Gross 18.0% Net 18.0% $	11,800	Gross 20.0% Net 20.0% $	31,600

Comments on Market Data: Due to the limited sales activity in the neighborhood, I expanded to other areas within the Hattiesburg Purblic School District. Residential land is valued in a per acre basis in the area and how the subject was valued in this report.

RECONCILIATION

Comments and Conditions of Appraisal: Prior to adjustments the sales range from $7,692 to $13,763 per acre. Adjustments were applied to the sales based on the difference in characteristics. The subject lot is rectrangluar in shape with a cleared home site. There concrete slab from raised building located on the lot. This was considered in the overall concluded value. Sale 3 is located at the corner of Industrial Park Drive and Satchel Road with frontage on two sides. This sale was considered superior for that reason. Adjusted values range from $9,600 - $11,010 per acre.

Final Reconciliation: The subject is a 1.01 acre parcel located along N. Hattiesburg Avenue off of Old Airport Road. There is a cleared home site and concrete slab on the lot from a previous structure and provides contributory value to the site as a residential use. A concluded price per acre value of $10,000, resulting in an overall rounded value of $10,000 ($10,000/Acre @ 1.01 Acres) was adopted for the subject property.

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF October 01, 2021 to be $ 10,000

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.

2. I performed a complete visual inspection of the subject property.

3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.

5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.

6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.

7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.

8. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.

9. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale of the subject property.

10. I have knowledge and experience in appraising this type of property in this market area.

11. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

12. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.

13. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.

14. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.

15. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.

16. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.

17. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event.

18. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

19. I identified the client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

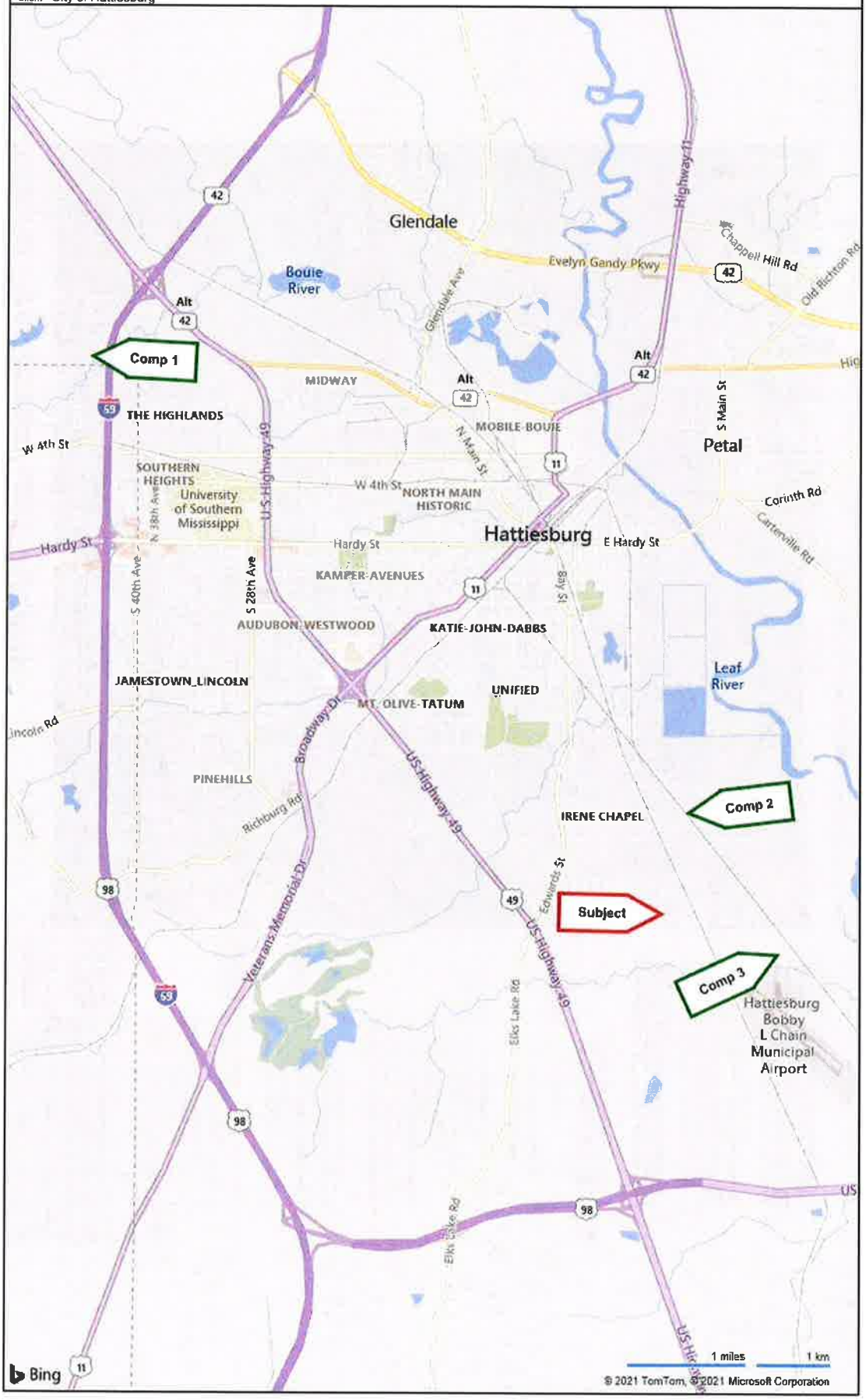
20. I am aware that any disclosure or distribution of this appraisal report by me or the client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

21. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

File No. 21100601

LOCATION MAP

Intended User	City of Hattiesburg				
Property Address	North Hattiesburg Avenue				
City	Hattiesburg	County	Forrest	State	MS	Zip Code	39401
Client	City of Hattiesburg				



File No. 21100601

PHOTOGRAPH ADDENDUM

Intended User City of Hattiesburg

Property Address North Hattiesburg Avenue

City Hattiesburg County Forrest State MS Zip Code 39401

Client City of Hattiesburg



Looking towards the property along N. Hattiesburg Avenue



View of concrete slab located on the property



Lot to the left of photo looking south along N. Hattiesburg Avenue



Northwest corner of the property along N. Hattiesburg Avenue



North property line of the subject



Cleared area and concrete slab on the property

Residential Market Analysis and Highest & Best Use (MAB #7325)	Appraisal Institute	2014
Residential Site Valuation and Cost Approach (MAB #49132)	Appraisal Institute	2014
Residential Sales Comparison and Income Approach	Appraisal Institute	2014
Residential Report Writing and Case Studies	Appraisal Institute	2014
Condemnation Appraising: Principles & Applications (MAB #49179)	Appraisal Institute	2015
USPAP Update (2016-2017)	Appraisal Institute	2016
105 The Uniform Act - Executive Summary	MDOT	2016
General Appraiser Sales Comparison Approach (MAB#49264)	Appraisal Institute	2017
Real Estate Finance, Statistics, and Valuation Modeling (MAB#49442)	Appraisal Institute	2018
USPAP Update (2018-2019)	Appraisal Institute	2018
General Appraiser Income Approach, Part 1 (MAB#49573)	Appraisal Institute	2018
General Appraiser Income Approach, Part 2 (MAB#49342)	Appraisal Institute	2019
General Appraiser Market Analysis & Highest and Best Use (MAB#49647)	Appraisal Institute	2020
Valuation Impacts from Covid-19	Appraisal Institute	2020
General Appraiser Report Writing & Case Studies (MAB#49729)	Appraisal Institute	2020
Advanced Income Capitalization (MAB#49604)	Appraisal Institute	2020
2020-2021 15-Hour Equivalent USPAP (MAB#50212)	Appraisal Institute	2021

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

INDEXING INSTRUCTIONS: Part of the NW ¼ of the SE ¼ of Section 26, Township 4 North, Range 13 West, Forrest County, Mississippi.

STATE OF MISSISSIPPI

COUNTY OF FORREST

QUITCLAIM DEED

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

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

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

SHADROCK LEGGETT

Address:_____

_____

Telephone:_____

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

A PART of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of Section 26, Township 4 North, Range 13 West, Forrest County, Mississippi, described as:

Begin 215 feet North of the Southwest Corner of said NW ¼ of the SE ¼ , thence run East 420 feet, thence run North 105 feet, then run West 420 feet, thence run South 105 feet to the Point of Beginning.

Said parcel being the same property that matured to the City of Hattiesburg for 1998 City ad valorem taxes.

WITNESS MY SIGNATURE, on this, the ____ day of _____, A.D., 2022.

CITY OF HATTIESBURG

By: _____
TOBY BARKER, MAYOR

ATTESTED BY:

_____
KERMAS EATON, CITY CLERK

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for the said county and state, on this ___ day of _____, A.D., 2022, within my jurisdiction, the within named **TOBY BARKER** who acknowledged that he is Mayor of the City of Hattiesburg, Mississippi, and that in said representative capacity, he executed the above and foregoing instrument after first having been duly authorized so to do.

(S E A L)

_____
NOTARY PUBLIC
My Commission Expires: _____

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for the said county and state, on this ___ day of _____, A.D., 2022, within my jurisdiction, the within named **KERMAS EATON,** who acknowledged that he is City Clerk of the City of Hattiesburg, Mississippi, and that in said representative capacity, he executed the above and foregoing instrument after first having been duly authorized so to do.

(S E A L)

_____
NOTARY PUBLIC
My Commission Expires: _____

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Jennifer Shows, Grants Coordinator**

cc: **Kermas Eaton, City Clerk**

Date: **Tuesday, February 22, 2022**

Re: **Approve Letter of Engagement with Frye Environmental to provide environmental assessment for Sheley Place project and authorize the Mayor to execute the same in triplicate.**
File Number: 2022-110
Minute Book #

Summary
Approve Letter of Engagement with Frye Environmental to provide environmental assessment for Sheley Place project and authorize the Mayor to execute the same in triplicate.

Recommendation Statement
I recommend approval of this item

Please place this on the February 22, 2022 City Council meeting for consideration.

FRYE ENVIRONMENTAL

February 4, 2022

Petra Wingo, Community Development Division Manager
Urban Development
City of Hattiesburg
200 Forrest Street / PO Box 1898
Hattiesburg, MS 39401 / 39403

Subject: 24 CFR Part 58.22 Waiver Submission
Sheley Place

Dear Ms. Wingo,

Per your request, I am pleased to present my proposal for the completion of the environmental review analysis required to submit a 24 CFR Part 58.22 Waiver request to HUD for the subject project.

Based on the information provided, the project will consist of the following activities:

- Substantial rehabilitation of 4 existing four plex buildings located at 117 College Street, Hattiesburg, MS

This effort will include the preparation of one full NEPA Environmental Assessment using the HUD Environmental Review Online System (HEROS) as well as other related information requested by HUD to address the violation. This would include a Memorandum to HUD outlining how and when the violation occurred, description of all relevant facts and supporting documentation, and what measures have been taken to insure this will not occur again in the future. The estimated hours and resources to complete the environmental review and provide any necessary technical assistance are listed below. If the project requires extensive compliance efforts due to potential adverse environmental impacts such as effects to historic properties, site contamination, or any of the other 58.5 or 58.6 laws and authorities, additional time may be required to complete the process. This proposal does not include the completion of an ASTM E1527-13 Phase I Environmental Site Assessment (ESA) which will also be required as part of the waiver submission.

If agreed to, invoices will be submitted every 30 – 60 days and include evidence that a work product or billable activity has been started or completed. I will track the amount of time spent on the review, keep you informed on the status, and provide a copy of the Tracking Log with the final invoice. The City of Hattiesburg will also agree to pay $125 per hour for services rendered within 30 days of receiving an invoice and acceptable documentation of work completed. This agreement can be renewed for additional hours of service, if needed.

The costs associated with this effort are as follows:

• Part 58 Environmental Assessment - 40 hours @ $125 per hour	$5,000
• Memorandum to HUD with supporting documentation – 10 hours	$1,250
• Policies and Procedures (if required) – 10 to 12 hours	$1,500
Total cost	$7,750

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

Best regards,

Sandy Frye – President
Frye Environmental LLC

Accepted by: _____

Date:_____

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Ann Jones, Chief Administrative Officer**

cc:

Date: **Tuesday, February 22, 2022**

Re: **Approve Interlocal Agreement between Lamar County, Mississippi, The City of Hattiesburg, Mississippi, and the Lamar County Board of Education for the development of a shared use tennis and pickle ball complex and future projects, and authorize the Mayor to execute on behalf of the City.**
File Number: 2022-117
Minute Book #

Summary
Approve Interlocal Agreement between Lamar County, Mississippi, The City of Hattiesburg, Mississippi, and the Lamar County Board of Education for the development of a shared use tennis and pickle ball complex and future projects, and authorize the Mayor to execute on behalf of the City.

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

Please place this on the February 22, 2022 City Council meeting for consideration.

INTERLOCAL AGREEMENT BETWEEN LAMAR COUNTY, MISSISSIPPI, THE CITY OF HATTIESBURG, AND LAMAR COUNTY BOARD OF EDUCATION FOR A SHARED USE TENNIS AND PICKLE BALL COMPLEX AND FUTURE PROJECTS

This Interlocal Agreement (the "Agreement") is made and entered into by and between, Lamar County, Mississippi, the City of Hattiesburg, Mississippi, Lamar County Board of Education, each of which is a body politic and political subdivision of the State of Mississippi, in accordance with the Interlocal Cooperation Act of 1974, Section 17-13-1, et seq. of the Code (the Interlocal Cooperation Act"), and other applicable law.

W I T N E S S E T H

WHEREAS, the parties desire to build a sports complex that will be located in Lamar County, within the Corporate Limits of Hattiesburg, on 16th section land managed by the Lamar Board of Education, said 16th Section land being described in the Lease from the Lamar County Board of Education to Lamar County Board of Supervisors (hereinafter Lamar County) dated December 13, 2021, and attached hereto as Exhibit "A"; and

WHEREAS, Lamar County is the current Lessee of the 16th Section land described in Exhibit "A", the term of said Lease being Forty (40) years; and

WHEREAS, the property described in Exhibit "A" located within the Corporate Limits of the City of Hattiesburg is large enough to be able to accommodate both the initial project and future projects; and

WHEREAS, the initial sports complex will include 8 tennis courts, 6 pickle ball courts, support facility, land clearing, appropriate infrastructure (water, sewer, power) an ingress /egress road off of Lincoln Road and planned alternate routes (TBD), parking and signage; and

WHEREAS, Lamar County shall be responsible for securing the services of a professional engineering and design team to develop conceptual renderings of the complex along with future

amenities that could be accommodated by the secured property and ultimately develop bid documents, design of the complex and Contract Administration of the work related to the complex; and

WHEREAS, the City of Hattiesburg and Lamar County Board of Supervisors shall approve drawings, bid documents and all amenities including long range plans that will be developed on leased acreage. This will include future sports/recreation facility developments that are planned and located within the corporate limits of Hattiesburg; and

WHEREAS, Lamar County shall assume management and maintenance of the entire acreage along with scheduling of programs and activities; and

WHEREAS, Lamar County shall coordinate and work in consort with the City's Parks and Recreation Department for large events where like facilities are important to secure regional types of events. These events should be considered long range planned events; and

WHEREAS, the use of facilities such as fund raisers related to school functions and local sports/recreation associations including school booster clubs shall be permitted; and

WHEREAS, for the purpose of constructing the eight (8) tennis Courts, six (6) pickle ball courts and support facility along with infrastructure the following financial cash consideration shall be provided: Lamar County Board of Supervisors - $300,000,00, Lamar County Board of Education- $300,000.00 and the City of Hattiesburg-$600,000.00; and

WHEREAS, it should be noted that the City's contribution shall be available once the legislation has been approved to continue the one (1) cent sales tax on Hotel and Restaurants for years 2022/23, 2023/24, 2024/25, 2025/26; and

WHEREAS, this Agreement will enhance the economic well-being of the citizens of Lamar County, Mississippi and the City of Hattiesburg, if the entities are able to upgrade the

facility at minimal cost to the citizens of Lamar County, Mississippi and the City of Hattiesburg; and

WHEREAS, the Interlocal Act authorizes local government units to enter interlocal agreements for the purpose of cooperating and contracting with one another on the basis if mutual advantage to provide services that will best accord continued economic growth and development.

WHEREAS, Lamar County, Mississippi, and the City of Hattiesburg are authorized by Section 17-3-1 to of the Mississippi Code to create playgrounds and public parks and for these purposes apply public money thereto. The Lamar County Board of Education is authorized by Section _37-7-301 (dd) of the Mississippi Code to enter into agreements with other political subdivisions to carry out one or more of the powers or duties of the school board or allow more efficient utilization of limited resources for providing services to the public.

NOW, THEREFORE, in accordance with the Interlocal Cooperation Act, and in consideration of the above recitals and the mutual benefits, promises and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lamar County, Mississippi, the City of Hattiesburg, Mississippi and the Lamar County Board of Education into this Agreement and agree as follows.

1. **PURPOSE OF AGREEMENT.**

   The purpose of this Agreement is to allow Lamar County, Mississippi, the City of Hattiesburg, Mississippi and Lamar County Board of Education to cooperate together for the upgrading and utilization of the subject real property and to more efficiently and effectively utilize their governmental resource.

2. **SCOPE.**

   A. The sports complex will be available to the citizens of Lamar County, Mississippi and the City of Hattiesburg and the students of the Lamar County Board of Education for uses contemplated by this Agreement, with priority use of four (4)

of the tennis courts by the students of the Lamar County Board of Education during the tennis season for said students. Lamar County shall provide primary responsibilities for the safe-guarding and securing of the subject premises and all entities shall provide primary police and fire protection thereto.

B. Lamar County, Mississippi, the City of Hattiesburg, Mississippi, and Lamar County Board of Education shall each contribute monies to build the sports complex in accordance with provisions stated herein above.

C. Lamar County, Mississippi, the City of Hattiesburg, Mississippi and Lamar County Board of Education shall communicate as necessary concerning the use of the subject property and the terms of this Interlocal Agreement and arrive at mutually agreeable decisions regarding utilization of the subject property so as to maintain fairness in the conduct of this Agreement and nothing contained herein shall be deemed to give the parties hereto greater rights to the utilization of the property than any other entity except as described in Section "A" above.

3. TERM

The term of this Agreement shall begin on the date this Agreement is finally approved pursuant to statue and shall be in full force and effect for twenty (20) years and shall renew automatically for two additional terms of ten (10) years each. Provided, however, that any of the parties hereto may terminate this Agreement at the end of the primary term of twenty (20) years or at the end of the first additional term of ten (10) years by notice given in writing to the other parties not less than ninety (90) days prior to the end of the then current term. Provided further that any such termination shall not void or terminate any obligations already undertaken pursuant to this Agreement and shall operate prospectively only. All of the above notwithstanding to the contrary, the 16th Section Lease between the Lamar County Board of Education and the Lamar County Board of Supervisors shall remain for a term of forty (40) years in accordance with the terms and provisions of said Lease.

4. APPROVAL AND FILING OF AGREEMENT.

A. The parties recognize and acknowledge that pursuant to the Act, this Agreement must be filed with, and the parties agree to submit the Agreement to the State Attorney General for determination as to whether the Agreement is in proper form and compatible with applicable law. This Agreement shall be effective from and after the date of said approval by the State Attorney General if so given, or sixty (60) days following submission to the State Attorney General if no approval (and no rejection) is so given.

B. The parties recognize and acknowledge that, pursuant to the Act, prior to its being enforced a copy of the Agreement must be filed with, and the parties agree to file a copy of the Agreement with, the Chancery Clerk of Lamar County, Mississippi and with the Secretary of State.

C. The parties recognize and acknowledge that, pursuant to the Act, a copy of this Agreement must be filed with, and the parties agree to file a copy of the Agreement with, the State Department of Audit for audit purposes no later than sixty (60) days after the Agreement shall be enforceable.

5. AUTHORITY.

By execution hereof, each party represents and warrants that it has full statutory and regulatory authority to enter into this Agreement and carry out the provisions hereof, that its governing authority has approved this Agreement by resolution recorded in the minutes of said governing authority, and that the individual executing this Agreement on its behalf is authorized to execute this Agreement on behalf of said party.

6. AMENDMENT.

This Agreement may be altered, amended or modified only by written instrument executed by all parties to the Agreement at the time of such alteration, amendment or modification, after and pursuant to proper authorization by their respective governing authorities. No

termination, alteration, amendment or modification shall void or terminate any obligations or rights already undertaken or granted pursuant to this Agreement and shall operate prospectively only,

7. PARTIAL ENFORCEABILITY.

If any provisions of this Agreement shall be held to be invalid, the remainder of the Agreement shall not be affected thereby.

8. ENTIRE AGREEMENT.

This agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous arrangements or understandings with respect thereto.

WITNESS OUR HANDS AND SEALS this the _____ day of February, 2022.

LAMAR COUNTY, MISSISSIPPI

By:_____

Warren Byrd, President

Lamar County Board of Supervisors

ATTEST:

_____

James D. Aultman, Chancery Clerk

CITY OF HATTIESBURG, MISSISSIPPI

By:_____
Toby Barker, Mayor

ATTEST:

_____
Keamas Eaton, City Clerk

LAMAR COUNTY BOARD OF EDUCATION

By: _____
Steve Hampton, Superintendent of Schools

By: _____
Jeremy Chance, School Board President

STATE OF MISSISSIPPI
COUNTY OF LAMAR

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on the _____ day of February 2022, within my jurisdiction, the within named, Warren Byrd, who acknowledged that he is President of the Lamar County Board of Supervisors, and that in said representative capacity he executed the above and foregoing Interlocal Agreement on the day and year therein mentioned, after being authorized so to do.

_____
Notary Public

My Commission Expires:

_____

STATE OF MISSISSIPPI
COUNTY OF FORREST

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on the _____ day of February 2022, within my jurisdiction, the within named, Toby Barker, who acknowledged that he is Mayor of the City of Hattiesburg, Mississippi, and that in said representative capacity he executed the above and foregoing Interlocal Agreement on the day and year therein mentioned, after being authorized so to do.

_____
Notary Public

My Commission Expires:

_____

STATE OF MISSISSIPPI
COUNTY OF LAMAR

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on the _____ day of February, 2022, within my jurisdiction, the within named Steve Hampton, Superintendent of Schools, and Jeremy Chance, School Board President, of the Lamar County School Board District Board of Education, who acknowledged that in said representative capacity as Superintendent of Schools and President of the Board of the School District, Mississippi, they executed the above and foregoing instrument for and on behalf of said Board of Education, after first having been duly authorized so to do.

_____
Notary Public

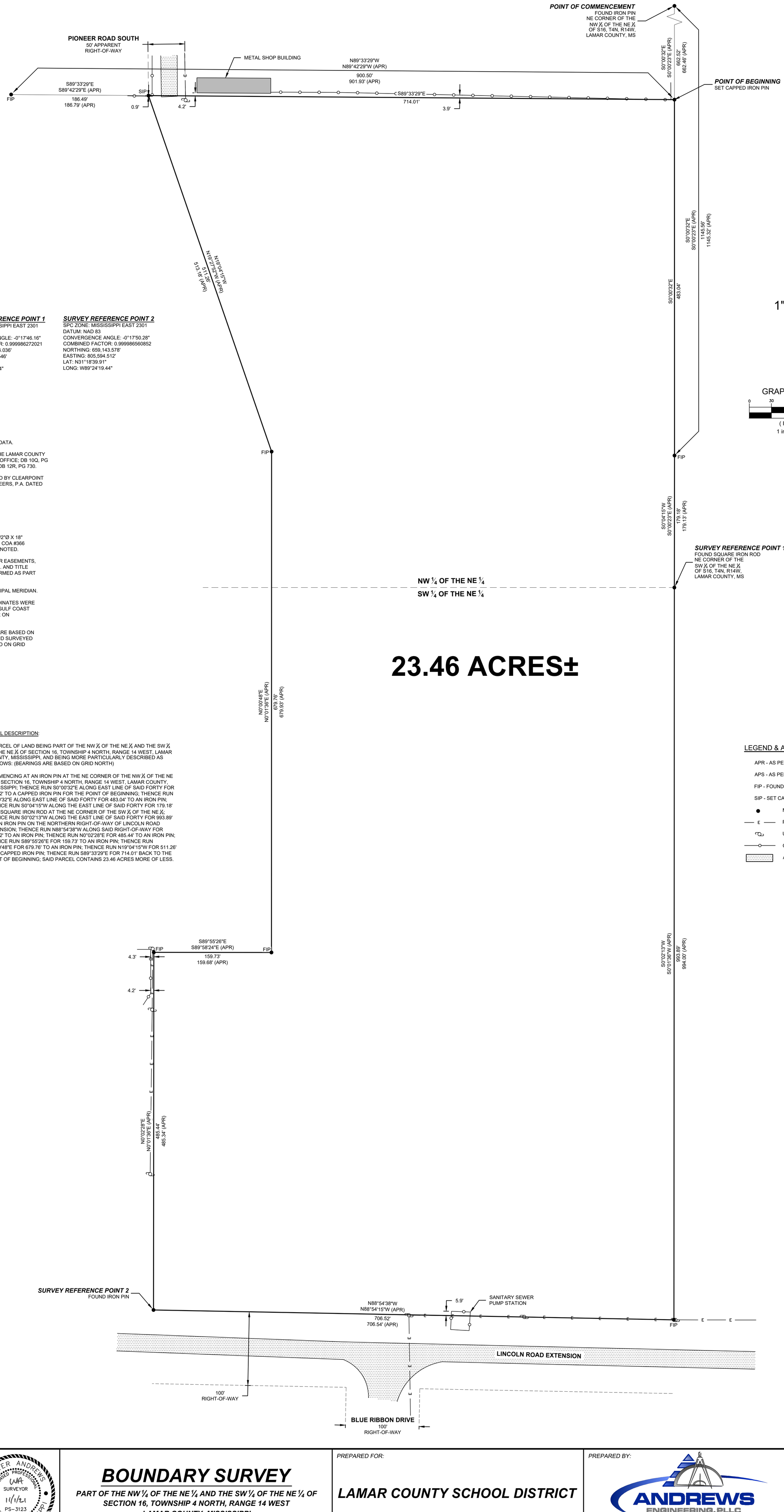
My Commission Expires: _____

I:/BOS.Interlocal.Pickle

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING PART OF THE NW 1/4 OF THE NE 1/4 AND THE SW 1/4 OF THE NE 1/4 OF SECTION 16, TOWNSHIP 4 NORTH, RANGE 14 WEST, LAMAR COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: (BEARINGS ARE BASED ON GRID NORTH)

COMMENCING AT AN IRON PIN AT THE NE CORNER OF THE NW 1/4 OF THE NE 1/4 OF SECTION 16, TOWNSHIP 4 NORTH, RANGE 14 WEST, LAMAR COUNTY, MISSISSIPPI; THENCE RUN S0°00'32"E ALONG EAST LINE OF SAID FORTY FOR 662.52' TO A CAPPED IRON PIN FOR THE POINT OF BEGINNING; THENCE RUN S0°00'32"E ALONG EAST LINE OF SAID FORTY FOR 483.04' TO AN IRON PIN; THENCE RUN S0°04'15"W ALONG THE EAST LINE OF SAID FORTY FOR 179.18' TO A SQUARE IRON ROD AT THE NE CORNER OF THE SW 1/4 OF THE NE 1/4; THENCE RUN S0°02'13"W ALONG THE EAST LINE OF SAID FORTY FOR 993.89' TO AN IRON PIN ON THE NORTHERN RIGHT-OF-WAY OF LINCOLN ROAD EXTENSION; THENCE RUN N88°54'38"W ALONG SAID RIGHT-OF-WAY FOR 706.52' TO AN IRON PIN; THENCE RUN N0°02'28"E FOR 485.44' TO AN IRON PIN; THENCE RUN S89°55'26"E FOR 159.73' TO AN IRON PIN; THENCE RUN N0°00'48"E FOR 679.76' TO AN IRON PIN; THENCE RUN N19°04'15"W FOR 511.26' TO A CAPPED IRON PIN; THENCE RUN S89°33'29"E FOR 714.01' BACK TO THE POINT OF BEGINNING; SAID PARCEL CONTAINS 23.46 ACRES MORE OF LESS.



SURVEY REFERENCE POINT 1
SPC ZONE: MISSISSIPPI EAST 2301
DATUM: NAD 83
CONVERGENCE ANGLE: -0°17'46.16"
COMBINED FACTOR: 0.999986272021
NORTHING: 660,124.036'
EASTING: 806,301.546'
LAT: N31°18'49.65"
LONG: W89°24'11.34"

SURVEY REFERENCE POINT 2
SPC ZONE: MISSISSIPPI EAST 2301
DATUM: NAD 83
CONVERGENCE ANGLE: -0°17'50.28"
COMBINED FACTOR: 0.999986560852
NORTHING: 659,143.578'
EASTING: 805,594.512'
LAT: N31°18'39.91"
LONG: W89°24'19.44"

REFERENCE MATERIAL:

1. TAX MAPS AND TAX DATA.
2. DEEDS ON FILE IN THE LAMAR COUNTY CHANCERY CLERKS OFFICE; DB 10Q, PG 324; DB 8W, PG 419; DB 12R, PG 730.
3. SURVEY PERFORMED BY CLEARPOINT CONSULTING ENGINEERS, P.A. DATED 5/5/21.

NOTES:

1) SET IRON PINS ARE 1/2"Ø X 18" REBAR CAPPED WITH COA #366 UNLESS OTHERWISE NOTED.
2) RECORD SEARCH FOR EASEMENTS, RIGHTS-OF-WAY, ETC. AND TITLE OPINION NOT PERFORMED AS PART OF SURVEY.
3) ST. STEPHENS PRINCIPAL MERIDIAN.
4) STATE PLANE COORDINATES WERE DERIVED FROM THE GULF COAST GEOSPATIAL CENTER ON 10/27/21.
5) RECORD BEARINGS ARE BASED ON GEODETIC NORTH AND SURVEYED BEARINGS ARE BASED ON GRID NORTH.

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING PART OF THE NW ¼ OF THE NE ¼ AND THE SW ¼ OF THE NE ¼ OF SECTION 16, TOWNSHIP 4 NORTH, RANGE 14 WEST, LAMAR COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: (BEARINGS ARE BASED ON GRID NORTH)

COMMENCING AT AN IRON PIN AT THE NE CORNER OF THE NW ¼ OF THE NE ¼ OF SECTION 16, TOWNSHIP 4 NORTH, RANGE 14 WEST, LAMAR COUNTY, MISSISSIPPI; THENCE RUN S0°00'32"E ALONG EAST LINE OF SAID FORTY FOR 662.52' TO A CAPPED IRON PIN FOR THE POINT OF BEGINNING; THENCE RUN S0°00'32"E ALONG EAST LINE OF SAID FORTY FOR 483.04' TO AN IRON PIN; THENCE RUN S0°04'15"W ALONG THE EAST LINE OF SAID FORTY FOR 179.18' TO A SQUARE IRON ROD AT THE NE CORNER OF THE SW ¼ OF THE NE ¼; THENCE RUN S0°02'13"W ALONG THE EAST LINE OF SAID FORTY FOR 993.89' TO AN IRON PIN ON THE NORTHERN RIGHT-OF-WAY OF LINCOLN ROAD EXTENSION; THENCE RUN N88°54'38"W ALONG SAID RIGHT-OF-WAY FOR 706.52' TO AN IRON PIN; THENCE RUN N0°02'28"E FOR 485.44' TO AN IRON PIN; THENCE RUN S89°55'26"E FOR 159.73' TO AN IRON PIN; THENCE RUN N0°00'48"E FOR 679.76' TO AN IRON PIN; THENCE RUN N19°04'15"W FOR 511.26' TO A CAPPED IRON PIN; THENCE RUN S89°33'29"E FOR 714.01' BACK TO THE POINT OF BEGINNING; SAID PARCEL CONTAINS 23.46 ACRES MORE OF LESS.

LEGEND & ABBREVIATIONS

APR - AS PER RECORD
APS - AS PER SURVEY
FIP - FOUND IRON PIN
SIP - SET CAPPED IRON PIN
MONUMENT FOUND/SET
POWER LINE
UTILITY POLE
CHAIN LINK FENCE
ASPHALT PAVEMENT

I CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Hunter Andrews
MS PS No. 3123
11/1/21
Date

HUNTER ANDREWS
LICENSED PROFESSIONAL
LAND SURVEYOR
11/1/21
PS-3123
STATE OF MISSISSIPPI

BOUNDARY SURVEY

PART OF THE NW ¼ OF THE NE ¼ AND THE SW ¼ OF THE NE ¼ OF SECTION 16, TOWNSHIP 4 NORTH, RANGE 14 WEST LAMAR COUNTY, MISSISSIPPI

PREPARED FOR:

LAMAR COUNTY SCHOOL DISTRICT

PREPARED BY:

ANDREWS ENGINEERING, PLLC
P.O. Box 1935 / Purvis, Mississippi 39475
(601) 794-4565 / hunter@andrewsengineering.net

BEARINGS ORIENTED BY: GPS (GRID NORTH)
DRAWING SCALE: 1" = 60'
CLASS OF SURVEY: B
SURVEYED BY: TMS
DRAWN BY: TMS
FIELD SURVEY DATE: 10/27/21
PROJECT #: 2005-028

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Ann Jones, Chief Administrative Officer**

cc:

Date: **Tuesday, February 22, 2022**

Re: **Approve Agreement between the City of Hattiesburg and the Mississippi Transportation Commission for certain improvements and maintenance of Interstate 59 from the Bouie River Bridge southerly to U.S. Hwy 98 East and authorize the Mayor to execute the same.**
File Number: 2022-103
Minute Book #

Summary

Approve Agreement between the City of Hattiesburg and the Mississippi Transportation Commission for certain improvements and maintenance of Interstate 59 from the Bouie River Bridge southerly to U.S. Hwy 98 East.

Recommendation Statement

I recommend that this item be place on the February 22, 2022, Council Agenda.

Please place this on the February 22, 2022 City Council meeting for consideration.

ADOPT AN INTERCHANGE AGREEMENT

This Agreement is made and entered into by and between the MISSISSIPPI TRANSPORTATION COMMISSION (“COMMISSION”), acting through the duly-authorized Executive Director of the Mississippi Department of Transportation, and the CITY OF Hattiesburg (“CITY”), effective as of the date of latest execution shown below, and shall remain in effect until canceled by one of the parties as provided below.

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the CITY desires to make certain improvements to the aesthetic beauty of State and Federal Highways inside the City Limits, including Interstate 59 from the Bouie River Bridge southerly to U.S. Hwy 98E; designated as shown in bold yellow on Exhibit "A", attached to and made a part of this Agreement; and

WHEREAS, the CITY will assume landscaping responsibility of the specified area once planting of each “Exit” occurs.

WHEREAS, the CITY agrees to assume all responsibility for the safety of its employees and volunteers working in the said areas, and further agrees to save the COMMISSION harmless on all claims arising from work performed under this Agreement; and

WHEREAS, the COMMISSION is authorized to enter into such agreements by authority granted in Section 65-1-85 MCA, 1972, and is desirous of so doing.

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

THE COMMISSION SHALL:

1. Grant unto the CITY a non-exclusive right of ingress and egress upon the right-of-way between the shoulder lines and the right-of-way lines on both sides of the roadway, including the median area.

2. Retain the specific right to enter upon the above-stated areas to maintain and perform work commensurate with good highway and road maintenance practices.

3. Retain all maintenance rights, duties, and responsibilities within the areas from shoulder line to shoulder line, including the roadway, shoulders, drainage, storm drains, signing, and striping.

4. Retain all rights and responsibilities for control of access, outdoor advertising, and other uses of the highway right-of-way other than those specifically granted to the CITY.

THE CITY SHALL:

1. Provide all funds necessary for the initial planting and continual maintenance, including mowing of all sod and litter control, on the entire right-of-way of said highways.

2. Provide all funds necessary for the initial planting and continual maintenance of shrubs and other types of flora on said highways.

3. Provide equipment and labor necessary for mowing, edging, trimming sod and perform same within the right-of-way of said highways, and provide for trimming of all bushes, trees, and shrubs. Said services will be provided in a manner and at such times so as not to create a hazardous condition or restrictions to the traveling public.

4. Purchase any and all fertilizer, seed, additional labor, or equipment necessary for proper maintenance within the limits specified.

5. Assume maintenance and operational cost of all lighting within the limits specified by the agreement.

6. Provide work area signing in accordance with current standards set out in the Manual on Uniform Traffic Control Devices for Streets and Highways.

7. Submit to the COMMISSION's designated agent for approval, the type and location of all flowers, shrubs, bushes, etc. prior to planting.

8. Submit to the COMMISSION's designated agent for approval a copy of any proposed contract with any individual, company, or firm which the CITY desires to employ to carry out its obligations under this Agreement prior to its execution.

9. Coordinate with the local MDOT District to ensure all rules of safety are followed, specifically, but not limited to compliance with 23 CFR Part 634, the Federal Highway Administration's requirement for the use of high-visibility safety apparel. American National Standards Institute (ANSI) Class Two (2) safety apparel shall be worn at all times by participants in the program. Also, participants shall work only when traffic control signs are in place.

IT IS FURTHER MUTUALLY AGREED AS FOLLOWS:

1. That no right or responsibility other than those specifically listed herein above are granted or implied, and that all rights not specifically conveyed herein are retained by the COMMISSION.

2. That the COMMISSION reserves the right to make the necessary improvements or modifications within the designated limits of this Agreement at any time it deems necessary to upgrade this facility to meet transportation demands, without payment or other compensation for removal or destruction of the shrubbery or other improvements made by the CITY under this Agreement .

3. That the COMMISSION executes its orders and directives through the Mississippi Department of Transportation. All notices and correspondence with the COMMISSION shall be directed to the designated agent shown below. Similarly, the CITY executes all of its orders and directives through the office of the Mayor. All notices and correspondence with the CITY shall be directed to the agent shown below. All notices and correspondence shall be considered delivered upon receipt at the locations or telephone numbers listed below. All modifications to this Agreement must be submitted in writing through the designated agents and signed by the parties before they can take effect. Oral agreements cannot serve to modify this Agreement.

The designated agents for the parties are:

COMMISSION:	CITY:
Kelly Castleberry District Engineer P.O. Box 551 Hattiesburg, MS 39403	Toby Barker Mayor P.O. Box 1898 Hattiesburg, MS 39403
Telephone: 601-544-6511 Facsimile: 601-544-0227	Telephone: 601-545-4501 Email: mayor@hattiesburgms.com

4. That this Agreement may be canceled by either party upon notification to the other party thirty (30) days prior to the date of cancellation, except when in the opinion of the COMMISSION an unsafe condition exists, in which situation, this Agreement may be terminated without prior notice.

Authorized by the Commission on the _____ day of _____, 20____ Minute Book _____, at Page _____ and executed this _____ day of _____, 20____.

MISSISSIPPI TRANSPORTATION COMMISSION
BY AND THROUGH THE EXECUTIVE DIRECTOR
OF THE MISSISSIPPI DEPARTMENT OF
TRANSPORTATION

_____
EXECUTIVE DIRECTOR

Authorized by Council Members of the City of _____, on the _____ day of _____, 20____, per Order found in Minute Book _____, at Page _____ and executed this the _____ day of _____, 20____.

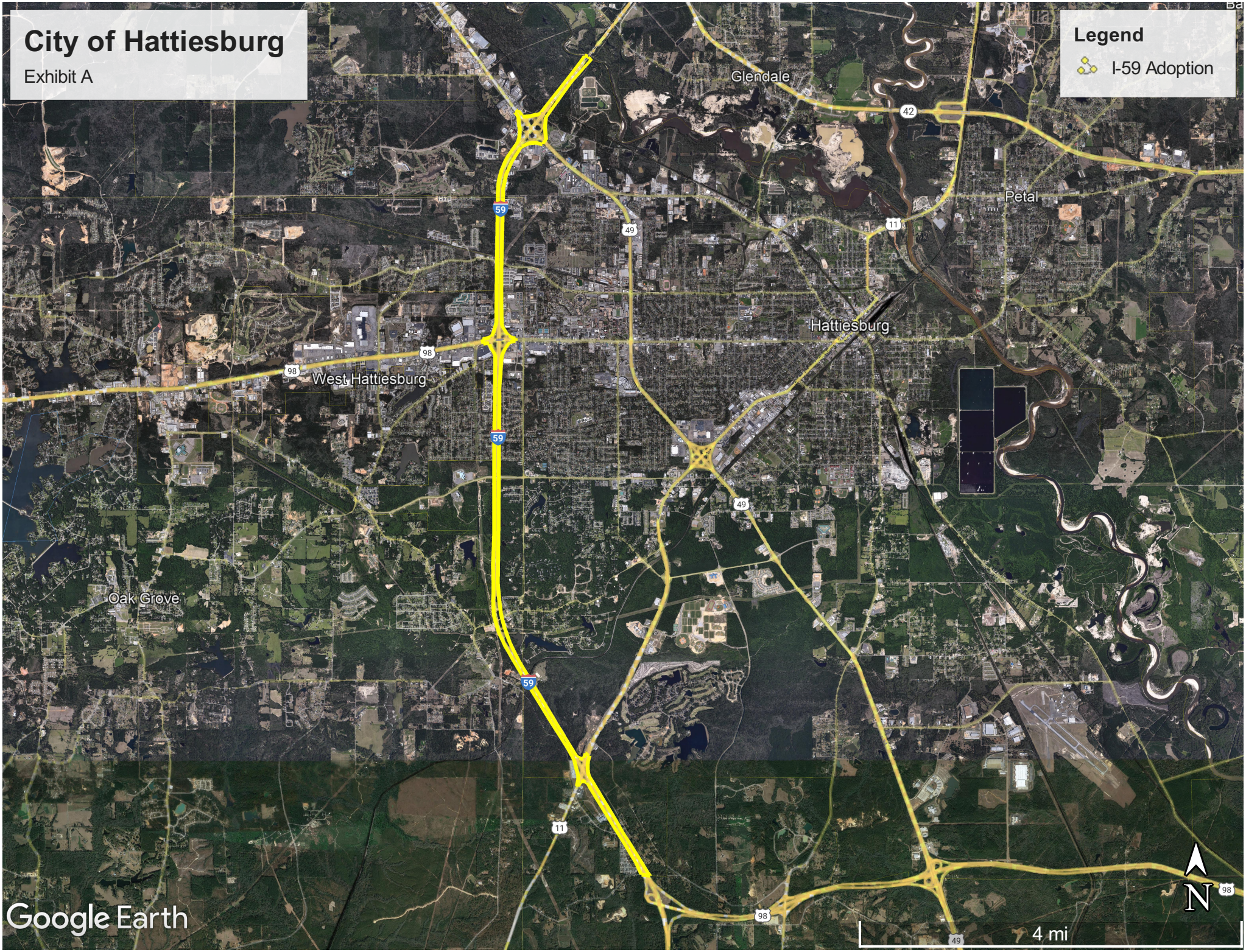
CITY OF Hattiesburg

BY _____
Toby Barker
Mayor

ATTEST:

_____
City Clerk

Adoptint1.DOC/K:\maint/W/forms
REVISED 02/14/22 8:49 PM


City of Hattiesburg
Exhibit A
Legend
I-59 Adoption
Glendale
Petal
Hattiesburg
West Hattiesburg
Oak Grove
59
49
42
11
98
Google Earth
4 mi
N

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Lamar Rutland**

cc:

Date: **Tuesday, February 22, 2022**

Re: **Approve Agreement with Neel-Schaffer, Inc. for professional services related to Project Management of the Hattiesburg Stormwater Management Program (MS4) for the next four years (2022-2025) and authorize the Mayor to execute in duplicate.**
File Number: 2022-105
Minute Book #

Summary
Approve Agreement with Neel-Schaffer, Inc. for professional services related to Project Management of the Hattiesburg Stormwater Management Program (MS4) for the next four years (2022-2025); Authorize the Mayor to execute in duplicate.

Recommendation Statement
I recommend approval of this item.

Please place this on the February 22, 2022 City Council meeting for consideration.

NEEL-SCHAFFER
Solutions you can build upon

engineers
planners
surveyors
environmental scientists
landscape architects

February 9, 2022

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

REFERENCE: PROFESSIONAL SERVICES FOR PROJECT MANAGEMENT OF THE HATTIESBURG STORMWATER MANAGEMENT PROGRAM (MS4)

Dear Mayor Barker,

Neel-Schaffer, Inc. is pleased to provide this proposal to you regarding the implementation of the City of Hattiesburg's Stormwater Management Program for the next four years (2022-2025). As you are aware, Neel-Schaffer has been working with the City of Hattiesburg and the Municipal Separate Stormwater Sewer System (MS4) program since its inception by the U.S. Environmental Protection Agency (EPA).

SCOPE OF WORK

Neel-Schaffer will serve as the stormwater program manager and be available to assist the City with implementation of the program as requested. The scope of work will include:

- Coordinate and attend Stormwater Steering Committee Meetings.
- Conduct monthly construction site storm water compliance inspections for all construction sites around the city which have submitted site plans and gotten approval from the Planning Dept., as applicable.
- Provide technical assistance with ordinances.
- Perform annual Municipal Facilities Inspections.
- Conduct an annual outfall and inlet stormwater inspection of one of the three major basins within the city on an annual rotating basis and provide reports to city personnel.
- Conduct annual post-construction inspections for all post construction stormwater facilities present within the city limits and provide reports to city personnel.
- Prepare the Annual Stormwater Report for submission to MDEQ.
- Maintain records of meetings, inspections, reports and tasks/program elements completed.
- Update Stormwater Pollution Prevention Plan, as required.

RESPONSIBILITIES OF THE CITY OF HATTIESBURG

The City of Hattiesburg will be responsible for following items to ensure the success of the program:

- Assign a representative from each Department, associated with the program, to serve on the Stormwater Steering Committee.
- Perform Site Plan Reviews and notify Neel-Schaffer of all that require storm water inspections and provide approved plans for each.

- Maintain a list of contractors and developers.
- Enforcement and resolution of inspections.
- Provide access to municipal facilities as part of the annual municipal facilities inspections.
- Mail outreach materials.
- Pursue grants for funding stormwater programs.
- Provide in-kind personnel for the Household Hazardous Waste Day program.
- Prepare a Public Service Announcement (PSA) for Household Hazardous Waste Day.
- Maintain the Stormwater Website.
- Provide information necessary to update maps of sewered and unsewered communities.
- Maintain stormwater infrastructure and municipal facilities.
- Address stormwater complaints received from the community hotline.

PROJECT SCHEDULE

Neel-Schaffer will initiate the implementation of the City of Hattiesburg's Stormwater Management Program Year upon client approval. The project schedule is based on the program deadline as set forth by MDEQ.

FEE ESTIMATE

Neel-Schaffer will perform the implementation of the Program for a lump sum fee of $55,000 per year for the next four years (2022-2025).

Our services will be provided in accordance with Exhibit A - General Terms and Conditions is attached hereto and made part of this Letter Agreement.

CLOSING

This proposal, the scope of work, and the General Terms and Conditions (Exhibit A) represent the entire understanding between the City of Hattiesburg and Neel-Schaffer, and may only be modified in writing by both parties. If this proposal meets with your approval, please sign the originals and return one copy to us for our records.

Please call us at (601) 545-1565 if you have any questions. We look forward to assisting you with this project.

Sincerely,

NEEL-SCHAFFER, INC.

Douglas M. Wimberly, PS, PE
Vice President

Accepted by:

_____

Toby Barker, Mayor
City of Hattiesburg

EXHIBIT A
GENERAL TERMS AND CONDITIONS

1. **Relationship between Engineer and Client**. Engineer shall serve as Client's professional engineering 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, nor is the relationship a fiduciary relationship between Engineer and Client. The Engineer shall not be considered to be the agent of the Client. To the extent that Client is a public entity or a person or entity obligated to repay some or all of an amount borrowed in a municipal securities offering, it is expressly understood and agreed that the Engineer is not acting as a municipal advisor to the Client, as that term applies to the Dodd-Frank Wall Street Reform and Consumer Protection Act and its supporting regulations, that Engineer's services will not include the provision of advice or recommendations regarding municipal financial products or the issuance of municipal securities, and that the Client is responsible for retaining an independent registered municipal advisor for such advice or recommendation.

2. **Responsibility of the Engineer**. Engineer 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. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.

   Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any agreement between the Client and any other party concerning the Project, the Engineer shall not have control of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction; or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any contractor or subcontractor, or any other engineer, architect or consultant not under contract to the Engineer to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project.

   Engineer shall determine the amounts owing to the construction contractor and recommend in writing payments to the contractor in such amounts. By recommending any payment, the Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed review or examinations have been made to check the quality or quantity of the contractor's work.

3. **Responsibility of the Client**. Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project.

   Client shall give prompt written notice to the Engineer whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services, or any defect or nonconformance in the work of any construction contractor.

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

   Client shall examine all documents presented by Engineer, obtain advice of an attorney or other consultant as Client deems appropriate for such examinations and provide decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.

4. **Designation of Authorized Representatives**. Each party shall designate one or more persons to act with authority in 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.

5. **Ownership of Documents**. Drawings, specifications, reports and any other documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be the property of Engineer. Engineer shall have the right to retain copies of all documents and drawings for its files.

6. **Reuse of Documents**. All documents, including drawings and specifications furnished by Engineer pursuant to this Agreement, are intended for use on the Project only. Client agrees they should not be used by Client or others on extensions of the Project or on any other project. Any reuse, without written verification or adaption by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom. Owner further acknowledges that any reports or studies prepared by Engineer are intended solely for the Owner's use and information, and the Owner shall defend and indemnify Engineer from any liabilities arising out of other entities' reliance on such reports or studies.

7. **Opinions of Cost**. Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by the contractor, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, the Engineer cannot and does not guarantee that proposals, bids or actual construction costs will not vary from his opinions or estimates of construction costs.

8. **Changes**. Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and Engineer and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes or Additional Services.

9. **Delays**. If the Engineer's services are delayed by the Client, or for other reasons beyond the Engineer's control, for more

than one year, the fee provided for in this Agreement shall be adjusted equitably.

10. **Subcontracts**. Engineer may subcontract portions of the services, but each subcontractor must be approved by Client in writing.

11. **Suspension of Services**. Client may, at any time, by written order to Engineer, require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. Engineer will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days. Client will reimburse Engineer for the costs of such suspension and remobilization.

12. **Termination**. This Agreement may be terminated 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. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.

13. **Notices**. Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.

14. **Indemnification**. Engineer shall indemnify and hold harmless Client from Client's loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the negligent act, error or omission of Engineer.

    In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties) which caused the personal injury or property damage.

    Client shall not be liable to the Engineer, and the Engineer shall not be liable to the Client, for any special, incidental or consequential damages, including, but not limited to, loss of use and loss of profit, incurred by either party due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the Client or the Engineer or their employees, agents or subcontractors, by reason of services rendered under this Agreement.
    Engineer's indemnification obligation as set forth herein is expressly subject to and limited by the limitation of liability provision agreed upon by the Client and Engineer as set forth in Section 21, "Risk Allocation" of this Agreement.

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

15. **Legal Proceedings**. In the event Engineer's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where Engineer is not a party to such proceeding, Client will compensate Engineer for its services and reimburse Engineer for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages Engineer to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.

16. **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 approval of the other.

17. **Insurance**. Within the context of prudent business practices, Engineer shall endeavor to maintain workmen's compensation and unemployment compensation of a form and in an amount as required by state law; comprehensive general liability with limits of at least $500,000/ $1,000,000; automotive liability with limits of at least $500,000/ $500,000; and professional liability insurance with an annual limit of at least $500,000. Client recognizes that insurance market is erratic and Engineer cannot guarantee to maintain the coverages identified above.

18. **Information Provided by the Client.** The Engineer shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to the Engineer. In this case, the Client recognizes that the Engineer cannot assure the sufficiency of such information. Accordingly, the Engineer shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client. In addition, the Client agrees to compensate the Engineer for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Client which is insufficient.

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

    Engineer will locate utilities which will affect the project from information provided by the Client and utility companies and from Engineer's surveys. In that these utility locations are based, at least in part, on information from others, Engineer cannot and does not warrant their completeness and accuracy.

EXHIBIT A
GENERAL TERMS AND CONDITIONS

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

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

21. **Risk Allocation.** The Client recognizes that Engineer's fee includes an allowance for funding a variety of risks which affect the Engineer by virtue of his agreeing to perform services on the Client's behalf. One of these risks stems from the Engineer's potential for human error. In order for the Client to obtain the benefits of a fee which includes a lesser allowance for risk funding, the Client agrees to limit the Engineer's liability to the Client and all construction contractors arising from the Engineer's professional acts, errors or omissions, such that the total aggregate liability of the Engineer to all those named shall not exceed $50,000 or the Engineer's total fee for the services rendered on this project, whichever is greater.

22. **Anticipated Change Orders**. Client recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in construction contract documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the contract documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for; and that a certain amount of change orders are to be expected. As long as Engineer provides services 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, client agrees not to make any claim against Engineer for cost of these change orders unless these costs become a significant part of the construction contract amount. In no case will Client make claim against Engineer for costs incurred if the change order work is a necessary part of the Project for which Client would have incurred cost if work had been included originally in the contract documents unless Client can demonstrate that such costs were higher through issuance of the change order than they would have been if originally included in the contract documents in which case any claim of Client against Engineer will be limited to the cost increase and not the entire cost of the change order.

23. **Payment.** Engineer shall submit monthly invoices, or invoice submittal will be as noted in the agreement, to the Client. Payment in full 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 Engineer's services to the date of the payment and is not aware of any deficiencies in those services. If payments are delinquent after 45 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent (1%) per month. Payment will be credited first to any interest owed then to principal. If the Client fails to make payments, the Engineer, 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 further waives any and all claims against the Engineer for any such suspension. Payment for Engineer's services is not contingent on any factor, except the Engineer's ability to provide services 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. 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 pay the undisputed portion, after the Client has notified the Engineer in writing within 30 days of receiving the invoice and shall identify the specific cause of the disagreement and the amount in dispute.

    If Engineer brings any action at law or in equity to enforce or interpret the terms of this Agreement, or if Engineer must either prosecute or defend any action related to the subject matter of the Agreement, and prevails in such action, then Engineer shall be entitled to reasonable attorney's fees, expenses and costs, including expert witness fees, if applicable.

24. **Force Majeure.** Neither Client nor Engineer 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.

25. **Compliance with Laws**. To the extent they apply to its employees or its services, the Engineer shall comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.

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

27. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the principal place of business of the Engineer.

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

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

30. **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 Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

32. **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.

33. **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.

34. **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 Engineer the following information relative to the Project Owner: 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.

35. **Conflicting Terms**. In the event that there are multiple agreements with varying or conflicting terms and conditions between Client and Engineer, the Terms and Conditions contained in this Agreement shall supersede and have precedence over any other terms and conditions contained in any other written or oral agreement entered into between Client and Engineer that either actually do or appear to conflict with the Terms and Conditions contained in this Agreement, regardless of when, in relationship to these Terms and Conditions contained in this Agreement, such other written or oral agreement was actually entered into between Client and Engineer.

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

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Lamar Rutland**

cc:

Date: **Tuesday, February 22, 2022**

Re: **Approve Letter Agreement with Richard & Thomas, LLC for legal services related to the acquisition of property for the Martin Luther King Avenue Improvement Project and authorize the Mayor to execute in duplicate.**
File Number: 2022-102
Minute Book #

Summary
Approve Letter Agreement with Richard & Thomas, LLC for legal services related to the acquisition of property for the Martin Luther King Avenue Improvement Project and authorize the Mayor to execute in duplicate.

Recommendation Statement
I recommend approval of this item.

Please place this on the February 22, 2022 City Council meeting for consideration.

Richard & Thomas, PLLC
Attorneys at Law

132 Westover Drive
Hattiesburg, MS 39402

Stephen K. Thomas

(601)602-2457 phone
(601)602-2458 fax

February 3, 2022

City of Hattiesburg
Attn: Lamar Rutland
P.O. Box 1898
Hattiesburg, MS 3940301898

Re: City of Hattiesburg land acquisition

Dear Lamar,

This letter will serve as my offer of engagement to address the title issues related to the 36 parcels of real properties for land acquisition and construction easements. Our services are on a per parcel fee of $425.00 for the title search and examination. The deed and easement preparation are on a per document fee of $100 per instrument. Based on the request, I estimate the cost to be $19,800.

I anticipate the action to take approximately 60 days.

Thank you for allowing us to assist you in this matter. If you have any questions or need to further discuss this matter please do not hesitate to contact me.

Very truly yours,

Stephen K. Thomas

City of Hattiesburg

_____
Mayor Toby Barker

Date:_____

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Lamar Rutland**

cc:

Date: **Tuesday, February 22, 2022**

Re: **Approve Memorandum of Understanding with the Mississippi Development Authority Economic Development Highway Program for a grant in the amount of $1,500,000.00 for a roadway improvement project in the Midtown Area of the city and authorize the Mayor to execute in triplicate.**
File Number: 2022-104
Minute Book #

Summary
Approve Memorandum of Understanding with the Mississippi Development Authority Economic Development Highway Program for a grant in the amount of $1,500,000.00 for a roadway improvement project in the Midtown Area of the city; Authorize the Mayor to execute in triplicate.

Recommendation Statement
I recommend approval of this item.

Please place this on the February 22, 2022 City Council meeting for consideration.

MISSISSIPPI DEVELOPMENT AUTHORITY
ECONOMIC DEVELOPMENT HIGHWAY PROGRAM
CITY OF HATTIESBURG, MISSISSIPPI
FOR JONES COMPANIES, LLC, HEADQUARTERS PROJECT

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, dated as of **February 1, 2022** (this "Memorandum") by and among the Mississippi Development Authority (acting for and on behalf of the State of Mississippi) ("MDA"), the political subdivision set forth in Item 1 of Annex A hereto (the "Political Subdivision") and the Mississippi Department of Transportation, Office of State Aid Road Construction ("OSA").

W I T N E S S E T H:

WHEREAS, the Economic Development Highway Act, being Sections 65-4-1, *et seq.*, Mississippi Code of 1972, as amended (the "Act), was enacted for the purpose of promoting, attracting and securing industrial development in the State of Mississippi (the "State") through the construction and improvement of highways in areas of the State demonstrating actual and immediate potential for the creation and expansion of major industry which is heavily dependent upon the use of and direct access to primary highways; and

WHEREAS, pursuant to the Act and the guidelines adopted by MDA under the Act (the "Guidelines"), the Political Subdivision made application (the "Application") to MDA for assistance under the Act in order to fund, in part, the construction or improvement of a highway or a segment of a highway within the State, as more particularly described in Item 2 of Annex A (the "Project"), in partial relation to the location or expansion of facilities of the private company set forth in Item 3 of Annex A (the "Company");and

WHEREAS, the Project meets the definition of a "high economic benefit project" under Mississippi Code Ann 65-4-5 Section (1)(c)(xiv) of the Act and the Project is otherwise authorized by the Act and the Guidelines; and

WHEREAS, based upon the Application and other relevant factors, by resolution of MDA dated as set forth in Item 4 of Annex A, MDA approved the Project and agreed to provide the Political Subdivision with the assistance requested in the amount set forth in Item 5 of Annex A; and

WHEREAS, the parties hereto agree that it is necessary to set forth their understanding of their individual and collective responsibilities with regard to the construction and financing of the Project; and

WHEREAS, it is also necessary to ensure that the public purpose of the Act is satisfied in order not to be in contravention of those provisions of the Mississippi Constitution prohibiting the State from making donations or granting gratuities by establishing that the Project is an investment resulting in a significant and measurable increase in employment in the State.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, that the parties hereto intending to be legally bound hereby and in consideration of the mutual covenants hereinafter contained do hereby agree as follows:

SECTION 1. ***Construction of the Project.*** The parties hereto agree that the Project is as specified in Item 2 of Annex A and the Application. The Project will be constructed by the Political Subdivision subject to the terms and provisions of this Memorandum, the Act and the Guidelines. The Political Subdivision shall designate an engineer to serve as its local engineer and to oversee construction of the Project on its behalf (the "Local Engineer"). The Local Engineer will be MDA's and OSA's primary contact concerning the Project and will be responsible for insuring that the Political Subdivision is in compliance at all times with this Memorandum, the Act and the Guidelines.

SECTION 2. ***Funding of the Project.*** MDA hereby agrees to fund a portion of the Project for the benefit of the Political Subdivision in an amount not to exceed the amount set forth in Item 5 of Annex A (the "State Funds") pursuant to and subject to the terms and conditions of this Memorandum, the Act and the Guidelines. The Political Subdivision hereby agrees to make a contribution toward the construction of the Project as more particularly described in Item 6 of Annex A (the "Contribution" and together with the State Funds, the "Project Funds"). Any monetary portion of the Contribution shall be deposited with MDA on demand or within thirty (30) days of the execution of an engineering agreement in connection with the Project. The Political Subdivision shall bear all cost overruns associated with the Project.

SECTION 3. ***Conditions of Disbursements.*** MDA will make disbursements of the Project Funds subject to the following conditions:

(a) No cost incurred prior to approval of the Project by MDA can be paid or reimbursed with the State Funds.

(b) The monetary portion of the Contribution made by the Political Subdivision, will be used to pay the costs of the Project before the State Funds are used.

(c) Non-monetary portions of the Contribution, if any, must be supported by written documentation and pre-approved by MDA and OSA.

(d) The Local Engineer will review and certify all invoices and documentation for all project costs and submit such invoices and documentation to OSA for its timely review and approval and, upon such approval, OSA will forward any such request and supporting documentation to MDA for payment.

(e) MDA will process and pay directly all invoices upon review and approval.

SECTION 4. ***Additional Conditions of Disbursements.*** The obligation of MDA to continue to make disbursements of the Project Funds shall be subject to the following conditions, as well as any others herein set forth:

(a) The Political Subdivision shall not be in default under this Memorandum, the Act or the Guidelines;

(b) Development of the Project shall have progressed at a rate and in a manner reasonably satisfactory to MDA and OSA; and

(c) OSA shall have previously approved all invoices submitted for payment and such invoices shall be eligible for payment under the Act and the Guidelines.

If the Political Subdivision fails at any time to meet the conditions precedent to the disbursement of the Project Funds as specified in Sections 3 and 4 of this Memorandum, the preceding sentence, the obligation of MDA to make further disbursements in connection with the Project Funds shall cease until such condition precedent is met and satisfied. In the event the conditions precedent are not met within sixty (60) days, MDA may require repayment of State Funds spent to date on the Project from the Political Subdivision. Unless this Memorandum is previously terminated, any Project Funds not disbursed prior to the date set forth in Item 7 of Annex A, shall be forfeited to the State and shall be applied by the State in any manner consistent with the terms of the Act.

SECTION 5. ***Representations of MDA***. MDA makes the following representations as the basis for the undertakings on the part of the Political Subdivision herein contained:

(a) MDA is an agency of the State and is authorized pursuant to the provisions of the Act and the Guidelines to enter into the transactions contemplated by this Memorandum.

(b) MDA has full power and authority to enter into the transactions contemplated by this Memorandum and to carry out its obligations hereunder.

(c) MDA is not in default under any provisions of the laws of the State material to the performance of its obligations under this Memorandum.

(d) MDA has been duly authorized to execute and deliver this Memorandum and by proper action has duly authorized the execution and delivery hereof and as to MDA, this Memorandum is valid and legally binding and enforceable in accordance with its terms.

(e) The use of the State Funds for the construction of the Project by the Political Subdivision, as provided by this Memorandum, falls under the subject matter and scope of the Act, and will further the purposes of the Act, to wit: to assist political subdivisions in the construction and/or improvement of highways or highway segments in order to encourage private companies to make substantial capital investments in such political subdivisions thus enhancing the process of local economic development.

SECTION 6. ***Representations of the Political Subdivision.*** The Political Subdivision represents and warrants that:

(a) The Political Subdivision has all necessary power and authority to enter into and perform its duties under this Memorandum and, when executed and delivered by the respective parties hereto, this Memorandum will constitute a legal, valid and binding obligation of the Political Subdivision enforceable in accordance with its terms except to the extent that the enforceability of the rights set forth herein may be limited by bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally and except to the extent that the enforceability of the rights set forth herein may be limited by the validity of any particular remedy.

(b) The execution and delivery of this Memorandum and compliance with the provisions hereof will not conflict with, or constitute a breach of or default under, the Political Subdivision's duties under any law, administrative regulation, court decree, resolution, charter, bylaws or other agreement to which the Political Subdivision is subject or by which it is bound.

(c) There is no consent, approval, authorization or other order of, filing with, or certification by, any regulatory authority having jurisdiction over the Political Subdivision required for the execution, delivery or the consummation by the Political Subdivision of any of the transactions contemplated by this Memorandum and not already obtained.

(d) There is no action, suit, proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or, to the best knowledge of the Political Subdivision, after reasonable investigation and due inquiry, threatened against the Political Subdivision in any way contesting or affecting the validity of this Memorandum or the Project, or contesting the powers of the Political Subdivision to adopt, enter into or perform its obligations under this Memorandum or materially and adversely affecting the properties or condition (financial or otherwise) or existence or powers of the Political Subdivision.

(e) It shall comply with the terms and provisions of this Memorandum, the Act and the Guidelines.

(f) It is not in default under any previous agreement with MDA, OSA or the State.

(g) All information furnished by the Political Subdivision to MDA or OSA for the purpose of MDA's participation in the Project, including, but not limited to, the Application, is true, accurate and complete as of the date hereof and thereof.

(h) The Project Funds are being used to finance the Project and will not be used for any other purpose.

(j) No later than **May 11, 2027,** the political subdivision shall submit written verification to MDA certifying the total dollar value of the investment as of **February 11, 2027**, made by the Company. Said written verification shall be in a manner and form as prescribed by MDA.

(k) No later than **May 11, 2027,** the political subdivision shall submit written verification to MDA certifying the new jobs created in the aggregate to the State of Mississippi with at least an average annual wage of $63,714.00 as of **February 11, 2027**, made by the Company. Said written verification shall be in a manner and form as prescribed by MDA.

(i) This Agreement has been prepared by the efforts of all the parties. In any construction to be made to this Agreement, it shall not be construed against any party on the basis of authorship.

SECTION 7. ***Representations of OSA.*** OSA represents and warrants that:

(a) OSA is a division of the Mississippi Department of Transportation, an agency of the State, and is authorized pursuant to the provisions of the Act and the Guidelines to enter into the transactions contemplated by this Memorandum.

(b) OSA has full power and authority to enter into the transactions contemplated by this Memorandum and to carry out its obligations hereunder.

(c) OSA is not in default under any provisions of the laws of the State material to the performance of its obligations under this Memorandum.

(d) OSA has been duly authorized to execute and deliver this Memorandum and by proper action has duly authorized the execution and delivery hereof and as to OSA, this Memorandum is valid and legally binding and enforceable in accordance with its terms except to the extent that the enforceability hereof may be limited by bankruptcy, reorganization, or similar laws limiting the enforceability of creditors' rights generally or by the availability of any discretionary equitable remedies.

(e) OSA shall comply with the terms and provisions of this Memorandum, the Act and the Guidelines.

SECTION 8. ***Miscellaneous.***

(a) MDA may terminate its obligation to make any disbursement of the State Funds at any time prior to any disbursement of the State Funds if any event occurs, which would constitute a default under this Memorandum.

(b) This Memorandum has been made by MDA, OSA and the Political Subdivision, and no person other than the foregoing and their successors or assigns shall acquire or have any right under or by virtue of this Memorandum.

(c) This Memorandum shall become effective upon the execution and the acceptance hereof by the parties hereto and shall be valid and enforceable from and after the time of such execution and acceptance.

(d) If any paragraph or part of a paragraph of this Memorandum shall be declared null and void or unenforceable against any of the parties hereto by any court of competent jurisdiction, such declaration shall not affect the validity or enforceability of any other section or part of a paragraph of this Memorandum.

(e) In the event any agreement contained in this Memorandum shall be breached and such breach shall thereafter be waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

(f) This Memorandum shall inure to the benefit of MDA, OSA, the State and the Political Subdivision and their respective successors and assigns and shall be binding upon MDA, OSA and the Political Subdivision and their respective successors and assigns.

(g) This Memorandum shall be governed as to its validity, construction and performance by the laws of the State of Mississippi.

(h) This Memorandum may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same agreement.

(i) No amendment, change, modification, alteration or termination of this Memorandum shall be made other than pursuant to a written instrument signed by the parties to this Memorandum.

SECTION 9. ***Failure of the Company to Perform***. Should the Company fail to perform pursuant to its representations set out in the Application and as required in the Act and in the Guidelines, and should MDA have disbursed Project Funds or any portion thereof on the Project, then, in that event, the political subdivision shall pay to MDA the amount so disbursed, for the use and benefit of the State to be applied by the State in any manner consistent with the terms of the Act.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be duly executed as of the day and year first above written.

MISSISSIPPI DEVELOPMENT AUTHORITY

Attest:

_____
Sara Watson
Director of Financial Resource

_____
Laura Hipp
Interim Executive Director

CITY OF HATTIESBURG, MISSISSIPPI

Attest:

_____
City Clerk

_____
Mayor

MISSISSIPPI DEPARTMENT OF TRANSPORTATION OFFICE OF STATE AID ROAD CONSTRUCTION

_____
Henry Lee Jackson
State Aid Engineer

ANNEX A
to
Memorandum of Understanding

Item 1: City of Hattiesburg, Mississippi

Item 2: Roadway improvements to 31st Avenue, Chase Drive, and Lorraine Street which includes curb & gutter

Item 3: Jones Companies, LLC, Headquarters Project

Item 4: January 11, 2022

Item 5: $1,500,000 or such other amount as may subsequently be agreed to by the Political Subdivision, MDA and OSA.

Item 6: $791,000 or such other amount as may subsequently be agreed to by the Political Subdivision, MDA and OSA. The Political Subdivision will accept responsibility for right-of-way acquisition, maintenance of the roadway improvements and utilities

Item 7: Three years from the date of this Memorandum of Understanding

ACKNOWLEDGMENT OF MDA

STATE OF MISSISSIPPI)
)ss:
COUNTY OF HINDS)

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Laura Hipp and Sara Watson, to me known, who acknowledged they are the Interim Executive Director and Director of Financial Resources, of the Mississippi Development Authority and that for and on behalf of said Department and the State of Mississippi and as the act and deed of said Department and the State of Mississippi, they signed and delivered the above and foregoing instrument as of the date therein mentioned with actual execution on the date of this acknowledgement, after first having been duly authorized by said Department and the State of Mississippi so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this _____ day of _____, 2022.

_____
Notary Public

(SEAL)

My Commission Expires:

_____

ACKNOWLEDGMENT OF POLITICAL SUBDIVISION

STATE OF MISSISSIPPI)
) ss:
COUNTY OF FORREST COUNTY)

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named _____ and _____, to me known, who acknowledged they are the Mayor and City Clerk, respectively, of the City of Hattiesburg, Forrest County, Mississippi and that for and on behalf of said City and as its act and deed, they signed and delivered the above and foregoing instrument, as of the date therein mentioned with actual execution on the date of this acknowledgement, after first having been duly authorized by said City so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this _____ day of _____, 2022.

_____
Notary Public

(SEAL)

My Commission Expires:

_____

ACKNOWLEDGMENT OF STATE AID DIVISION

STATE OF MISSISSIPPI)
) ss:
COUNTY OF HINDS)

Personally appeared before me, the undersigned notary public in and for the Jurisdiction aforesaid, the within named Henry Lee Jackson, to me known, who acknowledged he is the State Aid Engineer, the Mississippi Department of Transportation, Office of State Aid Road Construction, and that for and on behalf of said agency and as its act and deed, he signed and delivered the foregoing instrument as of the date therein mentioned with actual execution on the date of this acknowledgment, after having been first authorized by said agency so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this ____ day of _____, 2022.

_____
Notary Public

(SEAL)

My Commission Expires:

_____

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Lamar Rutland**

cc:

Date: **Tuesday, February 22, 2022**

Re: **Approve Supplemental Agreement No. 1 to the contract with Walters Construction Company, Inc. dated January 6, 2021 for the Reconstruction of Lamar Boulevard Project; adding additional line items and construction days to the original contract, at a cost of $22,034.50 and authorize the Mayor to execute in duplicate.**
File Number: 2022-107
Minute Book #

Summary
Approve Supplemental Agreement No. 1 to the contract with Walters Construction Company, Inc. dated January 6, 2021 for the Reconstruction of Lamar Boulevard project. The Supplemental Agreement adds additional line items and construction days to the original contract, at a cost of $22,034.50; Authorize the Mayor to execute in duplicate.

Recommendation Statement
I recommend approval of this item.

Please place this on the February 22, 2022 City Council meeting for consideration.

sdw
Engineering Progress

February 11, 2022

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

Attn: Lamar Rutland, P.E.

RE: **Lamar Boulevard Reconstruction**
City of Hattiesburg

Dear Mr. Rutland:

Enclosed please find Supplemental Agreement No. 1 for the above referenced project that is said to increase the original contract amount by $22,034.50.

Also, enclosed please find Pay Estimate No. 10 in the amount of $46,640.04 for the above referenced project.

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

Sincerely,

Shea E. McNease, P.E.
Project Engineer

/md

LAMAR BOULEVARD RECONSTRUCTION
CITY OF HATTIESBURG

SUPPLEMENTAL AGREEMENT NO. 1

CITY OF HATTIESBURG

WHEREAS, We, Walters Construction Company, Inc., Contractor and The Gray Insurance Company, Surety entered into a contract with the City of Hattiesburg, Owner on the 6th Day of January 2021 for Lamar Boulevard Reconstruction.

WHEREAS: The Contractor, Surety and Owner agree that certain construction methods should be modified to lessen impact to the public and increase ease of construction.

WHEREAS: During the construction of the required storm drainage system an abandoned 3-inch HDPE Force Main was discovered to be in conflict with the construction of the required storm drainage system.

WHEREAS: The aforementioned HDPE Force Main required the Contractor to implement a solution to remove and dispose of said force main in order to continue construction of the roadway reconstruction project. The following pay items are hereby added to the contract documents:

Item SA1-1	Removal and Disposal of 3" HDPE Force Main	L.F.	2,000	$4.00	$8,000.00

WHEREAS: The aforementioned conflict required the Contractor to utilize construction time to remove and dispose of the HDPE Force Main in order to continue with construction of the sewer extension project. Ten (10) days shall be hereby added to the contract time.

WHEREAS: During the construction of the required storm drainage system an existing 4-inch PVC Force Main was discovered to be in conflict with the construction of the certain storm drainage inlets.

WHEREAS: The aforementioned PVC Force Main required the Contractor to implement a solution to relocate said force main in order to continue construction of the roadway reconstruction project. The following pay items are hereby added to the contract documents:

Item SA1-2	Relocation of 4" PVC Force Main	L.F.	951	$9.50	$9,034.50

WHEREAS: The aforementioned conflict required the Contractor to utilize construction time to relocate the PVC Force Main. Fifteen (15) days shall be hereby added to the contract time.

WHEREAS: During the construction of the required storm drainage system an existing 8-inch PVC Water Main was discovered to be in conflict with the construction of the certain storm drainage inlets.

WHEREAS: The aforementioned PVC Water Main required the Contractor to implement a solution by constructing the required storm drain inlets in conflict with said water main in order to continue construction of the roadway reconstruction project. The following pay items are hereby added to the contract documents:

Item SA1-3	12" Welded Steel Casing for Water Line Conflict	Each	2	$2,500.00	$5,000.00

WHEREAS: The aforementioned conflict required the Contractor to utilize construction time to execute the repair solution. Fourteen (14) days shall be hereby added to the contract time.

WHEREAS: During the construction of the required storm drainage system an existing Natural Gas Main was discovered to be in conflict with the construction of the certain storm drainage inlets.

WHEREAS: The aforementioned Natural Gas Main required the Contractor to implement a solution by coordinating with Spire Energy to relocate said Natural Gas Main in order to continue construction of the roadway reconstruction project.

WHEREAS: The aforementioned conflict required the Contractor to utilize construction time to execute the repair solution. Five (5) days shall be hereby added to the contract time.

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, Walters Construction Company, Inc., Contractor and The Gray 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 _____ day of _____, 2022

Walters Construction Company, Inc.

By: _____
Contractor

Witness: _____

The Gray Insurance Company

By: _____
Surety

Witness: _____

City of Hattiesburg

By: _____
Owner

Witness: _____

APPLICATION AND CERTIFICATION FOR PAYMENT

OWNER:	City of Hattiesburg 200 Forrest Street Hattiesburg, MS	PROJECT:	Lamar Blvd Reconstruction Hattiesburg, MS	APPLICATION:	10
				APP. DATE:	1/31/2022
				PERIOD FROM:	1/1/2022
CONTRACTOR:	Walters Construction Co., Inc. 2051 Hwy. 84 East Laurel, MS 39443	ENGINEER:	Shows, Dearman & Waits 301 Second Ave. Hattiesburg, MS	PERIOD TO:	1/31/2022
				PROJECT NO:	11248R
CONTRACT FOR:	Earthwork, Driange and Asphalt Paving			CONTRACT DATE:	1/6/2021

Distribution to:
- ☐ OWNER
- ☐ ARCHITECT
- ☐ ENGINEER
- ☐ CONTRACTOR

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			$2,032,391.15
2	Net Change By Change Order			$22,034.50
3	CONTRACT SUM TO DATE			$2,054,425.65
4	TOTAL COMPLETED AND STORED TO DATE			$955,645.65
5	RETAINAGE:	5.00%		
	a. 10.00% of Completed Work		$47,782.28	
	b. 10.00% of Stored Material			
	TOTAL RETAINAGE		$47,782.28	
6	TOTAL EARNED LESS RETAINAGE			$907,863.37
7	LESS PREVIOUS CERTIFICATES FOR PAYMENT			$861,223.33
8	CURRENT PAYMENT DUE			$46,640.04
9	BALANCE TO FINISH, INCLUDING RETAINAGE			$1,146,562.28

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTION
Total changes approved in previous months by Owner	$22,034.50	
Total approval this Month		
TOTALS	$22,034.50	$0.00
NET CHANGES by Change Order	$22,034.50	

Walters Construction Co., Inc.

SITE WORK & ASPHALT PAVING

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 show herin is now due.

CONTRACTOR:

By: _____ Date: 2/11/22

State of: Mississippi County of: Jones

Subscribed and sworn to before me this 11th day of February, year 2022

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 intitled to payment of the AMOUNT CERTIFIED.

STATE OF MISSISSIPPI ID # 75056 RHONDA J. BALLARD Commission Expires June 21, 2024 JONES COUNTY

Notary Public: Rhonda J. Ballard My Commision expires: 8-31-24

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 $46,640.04

(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: 2/11/22

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.

Estimate Calculation

Project: Lamar Boulevard Reconstruction
City of Hattiesburg

Project No. 11248R

Item No.	Item Description	Quantity	Unit	Scheduled Value		Previously Billed		Current Period		Total To Date	
				Unit Price	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
BASE BID											
	Demolition										
201-A	Clearing and Grubbing	1.00	Lump Sum	$11,100.00	$11,100.00	1.00	$11,100.00		$0.00	1.00	$11,100.00
202-B	Removal of Asphalt Pavement, All Depths	15,677.00	Sq.Yd.	$2.50	$39,192.50	3005.81	$7,514.53	6,464.65	$16,161.63	9470.46	$23,676.15
202-B	Removal of Concrete Pavement, All Depths	684.00	Sq.Yd.	$12.00	$8,208.00	1085.96	$13,031.52		$0.00	1085.96	$13,031.52
202-B	Removal of Curb &/or Curb and Gutter, All Types	7,114.00	Lin. Ft.	$2.50	$17,785.00	6413.00	$16,032.50		$0.00	6413.00	$16,032.50
202-B	Removal of Concrete Storm Inlets (All Sizes)	3.00	Each	$750.50	$2,251.50	4.00	$3,002.00		$0.00	4.00	$3,002.00
202-B	Removal of Concrete Storm Drainage Pipe (Under 36" Diameter) (All Depths)	631.00	Lin. Ft.	$20.70	$13,061.70	172.00	$3,560.40		$0.00	172.00	$3,560.40
202-B	Removal of Concrete Storm Drainage Pipe (36" Diameter & Over) (All Depths)	179.00	Lin. Ft.	$26.00	$4,654.00	426.00	$11,076.00		$0.00	426.00	$11,076.00
202-B	Removal of Riprap (All Depths)	80.00	Sq.Yd.	$20.00	$1,600.00	80.00	$1,600.00		$0.00	80.00	$1,600.00
	Earthwork & Temporary Erosion Control										
203-A	Unclassified Excavation, LVM, AH	100.00	Cu.Yd.	$14.00	$1,400.00	1609.87	$22,538.18		$0.00	1609.87	$22,538.18
203-	Muck Excavation, LVM	20.00	Cu.Yd.	$15.50	$310.00	0.00	$0.00		$0.00	0.00	$0.00
203-EX	Borrow Excavation, Class B9, LVM, AH	1,575.00	Cu.Yd.	$14.25	$22,443.75	98.66	$1,405.91		$0.00	98.66	$1,405.91
203-G	Excess Excavation, LVM, AH	1,250.00	Cu.Yd.	$6.50	$8,125.00	248.00	$1,612.00	951.00	$6,181.50	1199.00	$7,793.50
211-B	Topsoil for Slope Treatment, Contractor Furnished	1,560.00	Cu.Yd.	$19.00	$29,640.00	0.00	$0.00		$0.00	0.00	$0.00
211-C	Topsoil for Plant Holes, Contractor Furnished	70.00	Cu.Yd.	$40.00	$2,800.00	0.00	$0.00		$0.00	0.00	$0.00
215-A	Vegetative Materials for Mulch	5.00	Ton	$225.00	$1,125.00	0.00	$0.00		$0.00	0.00	$0.00
216-B	Solid Sodding, Centipede	3,215.00	Sq.Yd.	$5.60	$18,004.00	0.00	$0.00		$0.00	0.00	$0.00
219-A	Watering	225.00	Kgal	$20.00	$4,500.00	0.00	$0.00		$0.00	0.00	$0.00
221-A	Concrete Paved Ditch	0.50	Cu.Yd.	$4,700.00	$2,350.00	0.00	$0.00		$0.00	0.00	$0.00
225-A	Grassing	1.70	Acre	$1,600.00	$2,720.00	0.00	$0.00		$0.00	0.00	$0.00
226-A	Temporary Grassing	2.30	Acre	$1,350.00	$3,105.00	0.00	$0.00		$0.00	0.00	$0.00
230-B	Tree Planting, Per Plans	29.00	Each	$350.00	$10,150.00	0.00	$0.00		$0.00	0.00	$0.00
233-A	Tree Bark Mulch, Type II	10.00	Cu.Yd.	$63.00	$630.00	0.00	$0.00		$0.00	0.00	$0.00
234-A	Temporary Silt Fence	7,400.00	Lin. Ft.	$3.35	$24,790.00	6708.00	$22,471.80		$0.00	6708.00	$22,471.80
237-A	Wattles, 20"	1,400.00	Lin. Ft.	$6.75	$9,450.00	342.00	$2,308.50		$0.00	342.00	$2,308.50
246-A	Sandbags	470.00	Lin. Ft.	$8.00	$3,760.00	0.00	$0.00		$0.00	0.00	$0.00
	SubBase, Base & Paving										
304-A	Granular Material (LVM) (Class 9, Group B)	1,400.00	Cu.Yd.	$16.00	$22,400.00	0.00	$0.00		$0.00	0.00	$0.00
304-G	Crushed Aggregate (610)	465.00	Tons	$55.45	$25,784.25	622.56	$34,520.95		$0.00	622.56	$34,520.95
308-A	Cement	260.00	Tons	$225.00	$58,500.00	0.00	$0.00		$0.00	0.00	$0.00
308-B	Soil-Cement-Water Mixing, Multiple Pass Mixers, Bas	16,060.00	Sq. Yd.	$2.00	$32,120.00	0.00	$0.00		$0.00	0.00	$0.00
308-S	Bituminous Curing Seal	1,610.00	Gal.	$4.50	$7,245.00	0.00	$0.00		$0.00	0.00	$0.00

Estimate Calculation

Project: Lamar Boulevard Reconstruction
City of Hattiesburg

Project No. 11248R

Item No.	Item Description	Quantity	Unit	Scheduled Value		Previously Billed		Current Period		Total To Date	
				Unit Price	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
403-B	9.5 mm, ST, Asphalt Pavement, Leveling	14.00	Tons	$111.50	$1,561.00	0.00	$0.00		$0.00	0.00	$0.00
403-A	9.5 mm, ST, Asphalt Pavement	1,035.00	Tons	$99.50	$102,982.50	0.00	$0.00		$0.00	0.00	$0.00
403-A	19 mm, ST, Asphalt Pavement	3,030.00	Tons	$91.00	$275,730.00	0.00	$0.00		$0.00	0.00	$0.00
406-A	Cold Milling of Bituminous Pavement, All Depths	258.00	Sq. Yd.	$11.00	$2,838.00	0.00	$0.00		$0.00	0.00	$0.00
	Drainage										
601-B	Class "B" Structural Concrete - Minor Structures	150.00	Cu.Yd.	$1,450.00	$217,500.00	124.35	$180,307.50		$0.00	124.35	$180,307.50
602-A	Reinforcing Steel	13,110.00	Lbs.	$1.00	$13,110.00	12895.72	$12,895.72		$0.00	12895.72	$12,895.72
603-CA	18" Reinforced Concrete Pipe, Class III, Rubber Gaskets	2,495.00	Lin. Ft.	$45.50	$113,522.50	2151.00	$97,870.50		$0.00	2151.00	$97,870.50
603-CA	24" Reinforced Concrete Pipe, Class III, Rubber Gaskets	525.00	Lin. Ft.	$56.50	$29,662.50	460.00	$25,990.00		$0.00	460.00	$25,990.00
603-CA	36" Reinforced Concrete Pipe, Class III, Rubber Gaskets	598.00	Lin. Ft.	$71.00	$42,458.00	576.00	$40,896.00		$0.00	576.00	$40,896.00
603-CA	48" Reinforced Concrete Pipe, Class III, Rubber Gaskets	595.00	Lin. Ft.	$117.50	$69,912.50	568.00	$66,740.00		$0.00	568.00	$66,740.00
603-CA	72" Reinforced Concrete Pipe, Class III, Rubber Gaskets	21.00	Lin. Ft.	$429.00	$9,009.00	24.00	$10,296.00		$0.00	24.00	$10,296.00
603-CB	18" Reinforced Concrete End Section	1.00	Each	$960.00	$960.00	2.00	$1,920.00	2.00	$1,920.00	4.00	$3,840.00
603-CB	48" Reinforced Concrete End Section	1.00	Each	$2,000.00	$2,000.00	1.00	$2,000.00		$0.00	1.00	$2,000.00
603-CB	72" Reinforced Concrete End Section	1.00	Each	$5,000.00	$5,000.00	1.00	$5,000.00		$0.00	1.00	$5,000.00
603-SB	6" Branch Connection, Stub into Proposed Reinforced Concrete Pipe	13.00	Each	$803.00	$10,439.00	12.00	$9,636.00		$0.00	12.00	$9,636.00
604-A	Gratings	495.00	Lbs.	$2.60	$1,287.00	0.00	$0.00		$0.00	0.00	$0.00
604-A	Castings	3,485.00	Lbs.	$2.00	$6,970.00	0.00	$0.00		$0.00	0.00	$0.00
605-AA	Geotextile for Subsurface Drainage, Type III	1,520.00	Sq. Yd.	$2.00	$3,040.00	1645.33	$3,290.66		$0.00	1645.33	$3,290.66
605-Q	6" Perforated Corrugated Polyethylene Drainage Tubing for Underdrains, SDR 35	2,002.00	Lin. Ft.	$5.50	$11,011.00	1976.00	$10,868.00		$0.00	1976.00	$10,868.00
605-P	6" Non-Perforated Sewer Pipe for Underdrains, SDR 23.5	190.00	Lin. Ft.	$11.00	$2,090.00	218.00	$2,398.00		$0.00	218.00	$2,398.00
605-W	Filter Material for Combination Storm Drain and/or Underdrain, Type A	195.00	Cu.Yd.	$54.50	$10,627.50	126.40	$6,888.80		$0.00	126.40	$6,888.80
605-W	Filter Material for Combination Storm Drain and/or Underdrain, Type B	210.00	Cu.Yd.	$18.25	$3,832.50	137.31	$2,505.91		$0.00	137.31	$2,505.91
	Curbing, Sidewalks & Cutters										
609-B	Concrete Curb, Header	52.00	Lin. Ft.	$36.00	$1,872.00	0.00	$0.00		$0.00	0.00	$0.00
609-D	Combination Concrete Curb and Gutter, Per Plans	10,515	Lin. Ft.	$16.85	$177,177.75	0.00	$0.00		$0.00	0.00	$0.00
614-A	Concrete Driveway, without Reinforcement, 6" Thickness	1600	Sq. Yd.	$74.00	$118,400.00	0.00	$0.00		$0.00	0.00	$0.00
	Miscellaneous										
618-A	Maintenance of Traffic	1.00	Lump Sum	$35,000.00	$35,000.00	0.45	$15,750.00		$0.00	0.45	$15,750.00
619-D	Remove and Reset Signs, All Sizes	4.00	Each	$125.00	$500.00	0.00	$0.00		$0.00	0.00	$0.00
620-A	Mobilization	1.00	Lump Sum	$212,000.00	$212,000.00	0.97	$205,640.00		$0.00	0.97	$205,640.00
	Pavement Striping & Marking										
626-B	6" Thermoplastic Traffic Stripe, Continuous Yellow	3,285.00	Lin. Ft.	$1.12	$3,679.20	0.00	$0.00		$0.00	0.00	$0.00

Estimate Calculation

Project: Lamar Boulevard Reconstruction
City of Hattiesburg

Project No. 11248R

Item No.	Item Description	Quantity	Unit	Scheduled Value Unit Price	Scheduled Value Amount	Previously Billed Quantity	Previously Billed Amount	Current Period Quantity	Current Period Amount	Total To Date Quantity	Total To Date Amount
626-D	6" Thermoplastic Edge Stripe, Continuous White	50.00	Lin. Ft.	$1.12	$56.00	0.00	$0.00		$0.00	0.00	$0.00
626-D	6" Thermoplastic Traffic Stripe, Skip Yellow	1,610.00	Lin. Ft.	$0.85	$1,368.50	0.00	$0.00		$0.00	0.00	$0.00
626-G	Thermoplastic Detail Traffic Stripe, White, 6"	225.00	Lin. Ft.	$2.25	$506.25	0.00	$0.00		$0.00	0.00	$0.00
626-H	Thermoplastic Legend, White (6"Equiv)	300.00	Lin. Ft.	$2.25	$675.00	0.00	$0.00		$0.00	0.00	$0.00
626-H	Thermoplastic Legend, White	485.00	Sq. Ft.	$11.25	$5,456.25	0.00	$0.00		$0.00	0.00	$0.00
626-H	Thermoplastic Legend, Yellow (6"Equiv)	250.00	Lin. Ft.	$2.25	$562.50	0.00	$0.00		$0.00	0.00	$0.00
627-K	Red-Clear Reflective High Performance Raised Markers	14.00	Each	$11.25	$157.50	0.00	$0.00		$0.00	0.00	$0.00
627-L	Two-Way Yellow Reflective High Performance Raised Markers	224.00	Each	$11.25	$2,520.00	0.00	$0.00		$0.00	0.00	$0.00
	Permanent Traffic Control										
630-A	Standard Roadside Signs, Sheet Aluminum, 0.08" Thickness	154.00	Sq. Ft.	$40.00	$6,160.00	0.00	$0.00		$0.00	0.00	$0.00
630-C	Steel U-Section Posts, 3.0 Lbs./Ft	350.00	Lin. Ft.	$11.25	$3,937.50	0.00	$0.00		$0.00	0.00	$0.00
630-K	Welded & Seamless Steel Pipe Posts, 3"	14.00	Lin. Ft.	$67.50	$945.00	0.00	$0.00		$0.00	0.00	$0.00
	Survey & Staking										
699-A	Construction Staking	1.00	Lump Sum	$25,000.00	$25,000.00	1.00	$25,000.00		$0.00	1.00	$25,000.00
	Permanent Erosion Control										
815-A	Loose Rirap, Size 200	122.00	Tons	$124.00	$15,128.00	223.00	$27,652.00		$0.00	223.00	$27,652.00
815-B	Grouted Riprap	210.00	Sq. Yd.	$30.00	$6,300.00	0.00	$0.00		$0.00	0.00	$0.00
815-E	Geotextile under Riprap	381.00	Sq. Yd.	$2.00	$762.00	614.33	$1,228.66		$0.00	614.33	$1,228.66
	Total Base Bid				$1,942,911.15		$906,548.03		$24,263.13		$930,811.15

Additive Alternative No. 1

Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
637-C	Electrical Conduit (Only), All Sizes, All Depths (Incl. Caps and Stub Ups at Each End)	2,290.00	Lin. Ft.	$12.00	$27,480.00	0.00	$0.00	150.00	$1,800.00	150.00	$1,800.00
	Total Additive Alternative No. 1				$27,480.00		$0.00		$1,800.00		$1,800.00

Additive Alternative No. 2

Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
907-637-Z	Electrical System per Plans, except Conduit as Noted in Add. Alt. No. 1	1.00	Lump Sum	$62,000.00	$62,000.00	0.00	$0.00		$0.00	0.00	$0.00
	Total Additive Alternative No. 2				$62,000.00		$0.00		$0.00		$0.00
	Total Bid				$2,032,391.15		$906,548.03		$26,063.13		$932,611.15

Supplemental Agreements

Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
SA1-1	Removal and Disposal of 4" HDPE Force Main	2,000.00	Lin. Ft.	$4.50	$9,000.00		$0.00	2,000.00	$9,000.00	2000.00	$9,000.00
SA1-2	Relocation of 4" PVC Force Main	951.00	Lin. Ft.	$9.50	$9,034.50		$0.00	951.00	$9,034.50	951.00	$9,034.50
SA1-3	12 inch welded steel casing	2.00	Each	$2,500.00	$5,000.00		$0.00	2.00	$5,000.00	2.00	$5,000.00
	Total Supplemental Agreements				$23,034.50		$0.00		$23,034.50		$23,034.50

Estimate Calculation				Scheduled Value		Previously Billed		Current Period		Total To Date	
Project: Lamar Boulevard Reconstruction City of Hattiesburg											
Project No. 11249R											
Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
	Total Amounts				$2,055,425.65		$906,548.03		$49,097.63		$955,645.65

Total Contract Amount	$2,055,425.65
Total Stored and Completed to Date	$955,645.65
% of Completion	46%
Retainage @ 5%	$ 47,782.28
Total Earned less Retainage	$907,863.37
Less Previous Payments	$ 861,223.33
Total Payment Due	$46,640.04
Balance to Finish	$ 1,147,562.28

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Lamar Rutland**

cc:

Date: **Tuesday, February 22, 2022**

Re: **Approve subcontracts with A-1 Sealing, Inc. and Miller Enterprises, LLC for the State Aid Project No. DECD-001-018(35)BO identified as Highway 49, Camp, Adeline and Mamie project; Authorize the mayor to execute each subcontract in triplicate.**
File Number: 2022-101
Minute Book #

Summary
Approve subcontracts with A-1 Sealing, Inc. and Miller Enterprises, LLC for the State Aid Project No. DECD-001-018(35)BO identified as Highway 49, Camp, Adeline and Mamie project; Authorize the mayor to execute each subcontract in triplicate.

Recommendation Statement
I recommend approval of this item.

Please place this on the February 22, 2022 City Council meeting for consideration.

Walters Construction Co., Inc.

SITE WORK & ASPHALT PAVING

SUBCONTRACT

This subcontract agreement is entered into this day between Walters Construction Company, Inc., herein called the **Contractor**, and A-1 Sealing Inc., P.O. Box 1670 Richton MS 39476-1670, herein called the **Subcontractor**, for the performance by the **Subcontractor**, of certain work hereinafter specified as called for under the terms of certain **Contract** between the **Owner** and **Contractor**, relating to the project identified as Hwy 49, Camp, Adeline & Mamie.
A.

THE PARTIES AGREE AND BIND THEMSELVES, their heirs, successors and assigns as follows:

1. **PERFORMANCE:**
The Subcontractor agrees to perform the work specified and actually required, to furnish all labor, materials, equipment, supplies and other items for the work, to pay promptly for all such, and to complete the work in strict compliance with the terms of the Contract and to the satisfaction of and in compliance with the directions of the Engineer, Owner and Contractor.

2. **CONTRACT:**
The terms, conditions, specifications, drawings, schedules and contract documents forming a part of the Contract between the Contractor and the Owner for the project are hereby made part of this subcontract by reference as fully as if set out herein full. The Subcontractor shall be bound to the same extent as the Contractor is bound by each and every covenant, obligation and provision of said Contract and all drawings and technical specifications that relate to the work of the Subcontractor.

3. **WORK:**
The Subcontractor shall perform all of the work necessary and actually required to complete the following items of the Contract:

Description	Quantity	Unit of Measure	Unit Price	Total
CLEANING AND SEALING CRACKS	3,000.00	LF	3.0000	$9,000.00
MOBILIZATION	1.00	LS	3,000.0000	$3,000.00
				$12,000.00

IT IS UNDERSTOOD THAT ALL QUANTITIES ABOVE ARE APPROXIMATE.
The Subcontractor shall perform all of the work actually required to complete said items for the Unit

Walters Construction CO., In

A-1 Sealing Inc.

MOBILIZATION IS NOT A LUMP SUM. IT WILL BE CHARGED EACH TIME WE GO TO THE SITE.
(THIS LABEL IS REMOVABLE)

Prices set opposite each item and said prices shall constitute the sole consideration for all work performed hereunder. Contractor will make a 3.5% deduction for Taxes and a 1% deduction for Bond from Subcontractor's quoted unit prices.

4. **PROGRESS AND COMPLETION:**

Unless herein otherwise specifically provided, the Subcontractor shall commence work promptly or upon notice from the Contractor. The Subcontractor shall, in any event, prosecute the work diligently and so as to avoid delaying the progress of the Contractor or other Subcontractors on other portions of the project work. The Subcontractor shall keep and maintain on the project a sufficient number of qualified workmen and a sufficient quality of materials, equipment and supplies to efficiently perform the work as required without delay. Should the Subcontractor cause delay in the progress or completion of the project, Contractor may recover from Subcontractor the damages resulting there from, including liquidated damages assessed by the Owner and against Contractor.

The Subcontractor shall comply in all respects with the Contractor's schedule for the subcontract work. The Subcontractor acknowledges and agrees to the Contractor's right to schedule the subcontract work as the Contractor deems necessary to facilitate overall progress and completion of the project. It is specifically agreed by the parties hereto that no claim, dispute or controversy shall interfere with the progress and performance of work required to be performed under this subcontract, and the Subcontractor shall proceed as directed with its work under this contract by the Contractor in all instances, including but not limited to the existence of a dispute, claim or other like controversy, and that any failure of the Subcontractor to comply herewith and to proceed with his work shall automatically be deemed a default. Time is of the essence in this subcontract and the work specified herein. Contractor shall not be liable to Subcontractor for any delay resulting from the act, neglect or default of the Owner or Engineer or from causes beyond Contractor's control, in any case, beyond the granting of justifiable time extension on written applications from Subcontractor therefore made within three (3) days from the beginning of the delay.

5. **PAYMENT:**

Subject to other provisions hereof, the Contractor agrees to pay the Subcontractor the stated consideration for said work on the basis of the quantities allowed and paid for by the Owner, and to make payment within ten (10) days from the time that the Contractor is paid by the Owner, less the same retainage percentage retained by the Owner, which percent may be retained until completion of the Contract and final payment by the Owner.

6. **ADVANCES:**

The Contractor may, but shall not be required to, advance sums to the Subcontractor for the purpose of financing the work and may offset such advanced sums against any subcontract earnings, including final retainage, without the consent of and free from any claim of unauthorized payment by any surety and such shall not release the surety in whole or part. The Contractor may, but shall not be required to, supply the Subcontractor with labor, materials, equipment and supplies and other items acceptable to the Subcontractor in the performance of the work and recover the value or price therefore against the Subcontractor and the Subcontractor's surety, if any, without being required to offset the same or any part thereof against the earnings of the Subcontractor.

7. **INSURANCE:**

The Subcontractor shall obtain, before commencement of work, and maintain until final acceptance of the Contract, full insurance coverage, including as a minimum the following types of insurance with the stated policy limits:

Workers' Compensation and Employer's Liability: Statutory
General Liability: $1,000,000.00 per occurrence; $2,000,000.00 aggregate
Automobile Liability: $1,000,000.00 combined single limit; any auto coverage

In addition to the insurance listed, the Contractor may, at its sole discretion, require the Subcontractor to provide additional or different insurance coverage which applies to the project.

Walters Construction CO., Inc.

A-1 Sealing Inc.

Before commencing the subcontract work, the Subcontractor will submit to the Contractor Certificates of Insurance with the number of copies and content required by the Contractor, certifying the types and amounts of coverage, certifying that said insurance applies to all activities and liability of the Subcontractor pursuant to this subcontract and certifying that Contractor is an additional insured under the Subcontractor's policy. No policy of insurance may be cancelled or reduced during the period of construction, and the Subcontractor shall obtain an endorsement to its policies and insurance certificates providing substantially as follows:

Insurer may not cancel this policy or reduce coverage for period of thirty (30) days after Contractor receives written notice of the insurer's intention to cancel or reduce coverage.

The Subcontractor's failure to maintain complete insurance shall be a material breach authorizing the Contractor, at the Contractor's sole election to terminate this subcontract or to provide full coverage at the Subcontractor's sole expense; however, in neither case shall the Subcontractor's liability be lessened.

8. **INDEMNITY:**
The Subcontractor covenants to defend, indemnify, save harmless, protect, and exonerate both the Contractor (and its agents, employees, representatives and sureties) and the Owner and Engineer from any and all claims, liability and damages, of any kind or nature, whether in contract tort or otherwise, which arise out of or relate to the obligations assumed herein by the Subcontractor or the Subcontractor's (including its successors, agents and employees) actions, inactions or omissions in performing under this subcontract. Pursuant to this indemnity provision, the Subcontractor shall also be liable for all costs and expenses, including but not limited to attorney fees, insured by the Contractor or the Owner in prosecuting or defending any claim, suit or other action which arises out of or relates to the obligation assumed herein by the Subcontractor or the Subcontractor's (including its successors, agents, and employees) actions, inactions or omissions in performing under this subcontract. The foregoing covenants and indemnity obligation shall apply to the fullest extent permitted by law.

9. **FAILURE TO PAY CLAIMS:**
The Subcontractor warrants that it has sufficient funds and credit to pay all bills incurred in the performance of the work hereunder without the necessity of resorting to earnings for work performed. The Subcontractor agrees that failure to pay such bills, when due, shall be a breach of this contract for which the Contractor may, but shall not be required to, withhold all sums otherwise payable hereunder for past and future earnings until the Subcontractor presents satisfactory evidence of payment of all bills, expenses and obligations insured by the Subcontractor relating to this subcontract, and furnish, upon the Contractor's request, written releases in a form acceptable to the Contractor. In case any such bill or claim is disputed by the Subcontractor, the Contractor may consider the same to be valid until discharged and released or until satisfactory security is give for the Contractor's indemnification. At Contractor's option, the Contractor may, but shall not be required to, pay any such bill or claim and recover the same from the Subcontractor or any surety or deduct the same from any payments (progress or retainage) otherwise due to Subcontractor hereunder. Any and all payments Contractor makes in good faith in the belief that the Contractor is liable, whether liable or not, shall be conclusive of the Contractor's right to reimbursement, and itemized statement thereof of the checks or other evidence of payment shall be prima facie of the fact and extent of the Subcontractor's liability.

10. **DEFAULT:**
Should the Subcontractor at any time fail to perform any one or more of the agreements herein contained, or file bankruptcy or receivership, or fail to avoid attachment, or abandon the work, any such action, failure or abandonment shall amount to default hereunder and the Contractor may, at the Contractor's option, after 24 hours notice to the Subcontractor, provide labor, materials, equipment and supplies and other items necessary to perform the work and discharge the other obligations assumed by the Subcontractor and recover the cost thereof from the Subcontractor, and may deduct such cost from the money then due Subcontractor under this subcontract or any other contract between the parties, or the Contractor, at the Contractor's option, may terminate the Subcontractor and take over the work and complete the same or re-bid the subcontract, deducting in any case the cost thereof (including a reasonable allowance for overhead expense) from the

Walters Construction CO., Inc.

A-1 Sealing Inc.

payments that would be otherwise due hereunder. Should the cost of completing or re-bidding the work exceed that remaining unpaid hereunder, then such excess shall be the liability of the Subcontractor, payable on demand. In case of any default hereunder, the Contractor may, but shall not be required to, take exclusive possession of any materials on the project belonging to the Subcontractor and use the same in completion of the work, free of all claims for the value of said material and for the rental or use of said equipment, and free of all claims for depreciation and ordinary wear and tear.

Determination of default made by the Contractor in good faith under the belief that a default exists under the terms hereof shall be conclusive of the fact of such default and on the Contractor's right to proceed as herein provided. The liability of the Subcontractor hereunder shall extend to and include the full amount of any and all sums paid and obligations assumed by the Contractor in good faith under the belief that such payment or assumptions were necessary or required, whether actually necessary or required or not (1) in completing the work and providing labor, materials, equipment, supplies and other items therefore or re-letting the subcontract, and (2) in settlement, discharge, or compromise of any claims, demands, suits and judgments pertaining to or arising out of the Subcontract or work. An itemized statement thereof or the checks or other evidence of payment shall be prima facie evidence of and extent of the Subcontractor's liability.

Notwithstanding anything to the contrary in this subcontract and in addition to the Contractor's right to terminate for breach or default, the Contractor may terminate any portion of this subcontract or the entire subcontract, regardless of fault, in the event Owner exercises its right to terminate all or any portion of the Contract. Upon such termination, the Subcontractor shall be entitled only to the amounts due under the subcontract for subcontract work actually performed on the basis of the quantities allowed and paid for by the Owner as of the date of termination, plus any additional amount Contractor actually recovers from Owner on Subcontractor's behalf, less any bank charges or amounts otherwise due the Contractor under the terms of his subcontract.

11. **ASSIGNMENT OF SUBCONTRACT:**
The Subcontractor shall not assign all or part of this subcontract or sub-let all or any part of the work provided hereunder, without prior written consent of the Contractor; but in any event, and without regard to whether such consent is given or not, the Subcontractor and its assignees agree to indemnify and save the Contractor harmless, as set forth in Article 8, against any claims even if said claims are based upon the work by the assignee to Subcontractor of the undersigned Subcontractor or to any other party (no matter how remote or disconnected) performing or having any connection whatever with the performance of the subcontract work for which the Contractor may be liable on the Contract, the bond, or otherwise. No assignment or sub-letting, with or without consent, shall relieve Subcontractor or its assignee from any obligation herein assumed. The Subcontractor shall not sub-let nor subcontract without requiring from its Subcontractors and suppliers insurance coverage as set forth in Article 7 of this subcontract.

12. **WORKMEN:**
Neither the Subcontractor nor any of the Subcontractor's assigns shall employ or keep any workmen whose employment on the work covered by the subcontract is objected to by the Owner, Engineer or by the Contractor.

13. **LICENSES, TAXES AND PERMITS:**
The Subcontractor agrees to comply with all public laws, codes, regulations and ordinances in effect where the work under this subcontract is to be performed, and to pay all fees, licenses, permits and expenses required by such compliance, and also to pay all taxes and contributions imposed or required by any law relating to the employees of the Subcontractor and to the performance of said work and completion of this subcontract.

14. **COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS AND APPROVAL BY OWNER:**
The Subcontractor represents that it is fully familiar with the laws, ordinances, codes, executive orders, rules and regulations that apply to the work and the Subcontractor will comply with them in

Walters Construction CO., Inc.

A-1 Sealing Inc.

performing the work. If there is conflict between the contract documents and any applicable law, ordinance, code, executive order, rule or regulation, the Subcontractor will comply with the law, ordinance, code, rule, or regulation at no increase in price.

The Subcontractor acknowledges that the Contractor relies on the Subcontractor's special expert knowledge of the laws, ordinances, codes, executive orders, rules and regulations that apply to its trade and the work to be performed under this subcontract. In the event the Owner has the right to approve Subcontractor, Subcontractor represents that it shall promptly obtain such approval and that no cause exists for Owner to disapprove of Subcontractor or Subcontractor's work.

15. **DEFECTIVE WORKMANSHIP OR MATERIALS:**
No payment under this subcontract shall be construed as an acceptance of any defective work or improper materials, and the Subcontractor agrees to guarantee the work under this subcontract against all defects of workmanship or materials to the same extent as liability may be imposed upon the Contractor under the terms of the Prime Contract.

16. **PERFORMANCE AND PAYMENT BONDS:**
If required by the Contractor prior to performance of this subcontract, the Subcontractor shall furnish to the Contractor, as obligee, a performance bond and a payment bond with a responsible surety, which is and remains acceptable to the Contractor, each in the full amount of this subcontract ensuring the Subcontractor's faithful performance of this subcontract and the Subcontractor's prompt payment of all labor, materials, equipment, machinery, supplies, services and other items furnished and supplied to the Subcontractor. The Subcontractor's failure to deliver satisfactory bonds within (10) days after demand shall be a material breach of this subcontract. The obligation of the surety for the Subcontractor's performance bond shall be as if all terms and conditions of this subcontract were set forth verbatim in the performance bond. If no bond is required, Contractor will withhold zero percent (0%) retention on all progress payments.

17. **NOTICE:**
Any notice provided for herein may be given in writing by United States Mail, facsimile or personal delivery. Notice by mail shall be considered as given after three (3) days when addressed to the last known address of the party to receive the same and deposited in the United States Mail. Notice by facsimile shall be considered as given when transmitted to the party to receive the same and when evidence that said transmission was transmitted is retained by the party transmitting same. Notice by personal delivery shall be considered as given when same is delivered.

18. **NON-WAIVER:**
The failure of Contractor to invoke any provision hereof or assert any right given hereunder on any one occasion or on any series of occasions shall not amount to or to be interpreted as a waiver or release of any provisions or right.

19. **CHANGES:**
The Contractor may issue written change orders to this subcontract without notice to the Subcontractor's sureties, if any. The Subcontractor shall be obligated to perform such written change orders without delay. With respect to any change in the subcontract work, in whole or in part, the Subcontractor shall be entitled to an adjustment in the subcontract amount and an extension in the subcontract time, but only to the extent of the adjustments and time extensions that the Contractor actually receives from the Owner for such changes, Subcontractor shall have no independent or separate claims against the Contractor for further adjustment in price or extension of time. The failure to agree to the amount of contract adjustment owed due to the change order shall not relieve the Subcontractor of its duty to proceed with the work required under this subcontract as well as any change orders issued by the Contractor. All change orders must be in writing and signed by Contractor to be effective. Oral changes to work under this subcontract are not valid and will not be accepted or paid. The Subcontractor shall have no claim or entitlement to

Walters Construction CO., Inc.

A-1 Sealing Inc.

payment for an addition to or change in subcontract work unless, prior to performance, the Subcontractor receives a written change order for such change signed by an authorized representative of the Contractor.

20. **LEGAL EFFECT:**

This Agreement contains and constitutes the entire understanding and agreement between the parties and supersedes and cancels all prior negotiations, agreements, commitments, communications, and understandings, written or oral. No other promises or agreements shall be binding or shall modify this Agreement unless executed in accordance with this Agreement. This subcontract cannot be changed, modified, altered, suspended or terminated, except in writing signed by an authorized representative of the

Contractor. No delay, waiver, forbearance or failure by the Contractor to exercise rights or remedies

Under this subcontract or to insist upon strict compliance by the Subcontractor shall relieve the Subcontractor from strict compliance with all terms and conditions hereof or waive, restrict, or Adversely any of the Contractor's rights and remedies as to any subsequent or continuing failure of the

Subcontractor to comply strictly with all terms and conditions of this subcontract. In the event that any term, provision, covenant, or condition of the Agreement is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants, and conditions of the Agreement shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated. This Agreement shall be interpreted in accordance with the laws of the State of Mississippi. It is agreed by the parties hereto that any cause of action or suit based upon this agreement shall only be brought in a court of competent jurisdiction located in the Second Judicial District of Jones County, Mississippi. Both parties hereby waive any objection with regard to venue pursuant to Rules 12 and 82 of the Mississippi Rules of Civil Procedure and all applicable statues and rules of Mississippi. The Subcontractor shall be liable for all damages, costs and expenses, including attorney fees incurred by the Contractor in enforcing the terms and conditions of this subcontract. This Subcontract shall be binding upon the successors-in-interest of the parties hereto, but otherwise nothing in this subcontract is intended nor shall be construed to give rights or to confer benefits to third parties.

WITNESS: 1/28/22
(Date)

Contractor: Walters Construction Co., Inc.
By:
Title: President
Date: 1-28-22

WITNESS:
(Date)

Subcontractor: A-1 Sealing Inc.
By:
Title: **President**
Date: 1/25/22

Walters Construction CO., Inc.

A-1 Sealing Inc.

CAD-725
Rev. 3-07

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

(SUB) SUB-CONTRACT CERTIFICATION FOR FEDERAL AID PROJECTS

Mississippi Department of Transportation
P.O. Box 1850
Jackson, MS 39215-1850

Project No. DECD-001-018(35)BO
County Forrest
(Sub) Subcontract Request No. 2

Gentlemen:

I (We) A1 Sealing, Inc proposed (Sub) Sub-Contractor
and I (We) Walters Construction Inc. Prime Contractor(s)
on the captioned project do hereby certify that Form FHWA-1273, "Required Contract Provisions All Federal-Aid Construction Contracts," has been attached to and made a part of our (Sub) Sub-Contract agreement.

Date January 25, 2022 , 20 ____

Walters Construction Inc.
Prime Contractor

By: _____
Signature

Project Manager
Title

Date 1/25 , 20 22

A1 Sealing, Inc
(Sub) Sub-Contractor

By: Malcolm Edwards
Signature

President
Title

CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUB-CONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS.

I (We) A1 Sealing, Inc proposed (Sub) Sub-contractor hereby certify that I (We) have ✓ , have not ____ , participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that I (we) have ✓ , have not ____ , filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under applicable filing requirements.

Date 1/25 , 20 22

A1 Sealing, Inc
(Sub) Sub-Contractor

By: Malcolm Edwards
Signature

President
Title

(Submit signed original and attach to Request for Permission to Subcontract, Form CAD-720)

(See Reverse Side)

FORM FHWA-1273

1. GENERAL

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

   CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS.

   This certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60 - 1.7 (b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60 - 1.5. (Generally only contracts for subcontracts of $10,000 or under are exempt.)

   Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60 - 1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

   (Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.)

A 1 SEALING, INC.

P O BOX 1670
RICHTON MS 39476

QUOTE

DATE	QUOTE #
9/23/2020	20200619

NAME / ADDRESS	PROJECT	
Walters Construction 2051 Hwy 84 East Laurel, MS 39443	FORREST/US49;DED-0018(35)BO	
	CALL #	**COUNTY OR AREA**
		FORREST

ITEM	DESCRIPTION	QTY	COST	TOTAL
	A-1 SEALING, INC. PROPOSES TO PROVIDE ALL LABOR, EQUIPMENT AND MATERIAL TO COMPLETE THE FOLLOWING ITEMS.			
CLEANING AND...	**ITEM NO 413-C: CLEANING AND SEALING CRACKS**	3,000	3.00	9,000.00
MISSISSIPPI	**620-A001 MOBILIZATION (EACH)**	1	3,000.00	3,000.00
	1. THIS PRICE DOES INCLUDE TAX AND BOND.			
	2. TRAFFIC CONTROL DEVICES PROVIDED BY PRIME CONTRACTOR WITH DAILY SET-UP BY A-1 SEALING.			
	3. ALL PROVISIONS OF THIS QUOTE SHALL BECOME A PART OF ANY SUBCONTRACT AGREEMENT.			
	4. NO RETAINAGE SHALL BE WITHHELD.			

Phone #	Fax #	E-mail		
6017882362	601-788-9233	a1seali@bellsouth.net	**TOTAL**	**$12,000.00**

We thank you for the opportunity to supply this quote. If you need further information, please do not hesitate to call.

CAD-521
Rev. 3-07

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

Mississippi Department of Transportation
P.O. Box 1850
Jackson, MS 39215-1850

Project No. DECD-001-018(35)BO

County FORREST

(Sub) Subcontract Request No. 2

I (We) Walters Construction Company Inc. Prime Contractor on the above captioned project proposing to (sub) subcontract certain items of work to Miller Enterprises LLC (Sub) Subcontractor, hereby submit the following information regarding the heretofore mentioned (sub) subcontractor to comply with the contract provisions regarding Executive Order 11246 as duplicated on the reverse side of this form.

Name: A1 Sealing, Inc

P.O. Box and/or Physical Address: PO Box 1670

City, State and Zip Code: Richton MS 39476

Telephone Number: ( ) 601-788-2362

Employer Identification Number: 72-1367476

Actual Dollar Amount of the Subcontract Agreement: $12,000.00

Estimated Starting Date: February 1, 2022

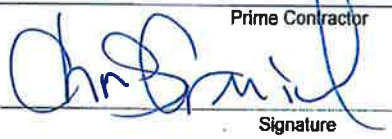
Estimated Completion Date: December 31, 2022

Geographical Area: Forrest Co, MS
(List County, State and City if any portion of the contract is within the limits of an incorporated area)

Respectfully submitted,

Date January 25, 2022, 20____

Walters Construction Company Inc.
Prime Contractor

By: 
Signature

Project Mananger
Title

(Submit signed original and attach to Request for Permission to Subcontract, Form CAD-720)

(See Reverse Side)

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for female participation in each trade (percent)
From April 1, 1978 until March 31, 1979	3.1
From April 1, 1979 until March 31, 1980	5.1
From April 1, 1980 until March 31, 1981	6.9

Until further notice	Goals for minority participation for each trade (percent)
SHSA Cities:	
Pascagoula - Moss Point	16.9
Biloxi - Gulfport	19.2
Jackson	30.3
SMSA Counties:	
Desoto	32.3
Hancock, Harrison, Stone	19.2
Hinds, Rankin	30.3
Jackson	16.9
Non-SMSA Counties:	
George, Greene	26.4
Alcorn, Benton, Bolivar, Calhoun, Carroll, Chickasaw, Clay, Coahoma,Grenada, Itawamba, Lafayette, Lee, Leflore, Marshall, Monroe, Montgomery, Panola, Pontotoc, Prentiss, Quitman, Sunflower, Tallahatchie, Tate, Tippah, Tishomingo, Tunica, Union, Washington, Webster, Yalobusha	26.5
Attala, Choctaw, Claiborne, Clarke, Copiah, Covington, Franklin, Holmes, Humphreys, Issaquena, Jasper, Jefferson, Jefferson Davis, Jones, Kemper, Lauderdale, Lawrence, Leake, Lincoln, Lowndes, Madison, Neshoba, Newton, Noxubee, Oktibbeha, Scott, Sharkey, Simpson, Smith, Warren, Wayne, Winston, Yazoo	32.0
Forrest, Lamar, Marion, Pearl River, Perry, Pike, Walthall	27.7
Adams, Amite, Wilkinson	30.4

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction

The Contractor's compliance with the Executive Order and the regulations in CFR Part 60-4 shall be based on its implementation of the Equal Opportunity clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor, estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is to the county and city (if any), stated in the advertisement

5. The notification required in Paragraph 3 shall be addressed to the following:

Contract Compliance Officer (74-01)
Mississippi Department of Transportation
P.O. Box 1850
Jackson, Mississippi 39215-1850

City of Hattiesburg
~~Board of Supervisors~~

Forrest County

Form (FAS-S.A.) SC-1
(Submit 6 copies)

Request No. 2

Project No. DECD-001-018(35)BO

Date 1/25/22

Office of State Aid Road Construction
Mississippi Department of Transportation

Gentlemen:

I (we) (the prime contractor) (a subcontractor) propose to subcontract the following items to A1 Sealing

in accordance with Special Provisions in our contract governing subletting a portion of the contract. In the event of your disapproval of this subcontracting or of your disapproval of performance of such subcontractor at any time, I (we) agree to perform such item or items of work with my (our) own organization in full compliance with all applicable terms of our contract. I (we) understand that this procedure does not relieve us of any of the responsibility under our contract.

I certify that said party is particularly experienced and equipped for such work and that the attached subcontract is the sole agreement for the work and that all pertinent provisions and requirements of the contract have been explained to this proposed subcontractor, and that when applicable, federally required contract provisions are physically incorporated into the agreement furnished to the subcontractor.

The prices shown below are the prime contract unit price:

Spec. Pay Item No.	Item	Quantity	Unit	Prime Cont. Unit Price	Amount
s-200-A	MOBILIZATION	1	LS	$ 460,000 00	$ 460,000 00
S-413-C	CLEANING AND SEALING CRA	3000	LF	$ 3.43	$ 10,290.00
				$	$
				$	$
				$	$
				$	$

I (we) hereby certify that the persons or firms are designated hereon as subcontractors with the knowledge and consent of the persons or firms named.

Date 1/25/22, 20____

Walters Construction Co. Inc
Prime Contractor

By: _____

Address: 2051 HWY 84 East Laurel MS 39443

Approval recommended: 2-01, 20 22

County Engineer

Approved: ~~Board of Supervisors~~ City of Hattiesburg
County

(By order of the Board, dated_____)

By _____
~~President~~ Mayor

Approved recommended: _____, 20____

State Aid District Engineer

Total this Request _____ $ _____ = _____ %

Previous Request _____ $ _____ = _____ %

Total to Date _____ $ _____ = _____ %

I (we) hereby certify that the use of our names as subcontractor on the above items was, and is, with our knowledge and consent.

Date 1/25, 20 22

A-1 Sealing, Inc.
(Sub) Subcontractor

By: _____

Address: PO Box 1670, Richton, MS 39476

Approved: _____, 20____

State Aid Engineer

Approved: _____, 20____

Executive Director, Mississippi Department of Transportation

Revised August 2000

Attachment Page

ITEM	QUANTITY	UNIT	PRIME CONT UNIT PRICE	AMOUNT

Page Total:

A-1SEAL365 HBREAZEALE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/26/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Fisher Brown Bottrell Insurance, Inc. P. O. Box 1490 Jackson, MS 39215	PHONE (A/C, No, Ext): (601) 960-8200	FAX (A/C, No): (601) 208-7484
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Ascot Specialty Insurance Company	
INSURER B : Brierfield Insurance Company	10993
INSURER C : StarStone Specialty Insurance Company	44776
INSURER D : American Interstate Insurance	31895
INSURER E :	
INSURER F :	

INSURED: A-1 Sealing, Inc.
P.O. Drawer 1670
Richton, MS 39476

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			ESGL211000000402	10/10/2021	10/10/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 0 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			CA100073356	10/10/2021	10/10/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000
C	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			73693H210ALI	10/10/2021	10/10/2022	EACH OCCURRENCE AGGREGATE Aggregate	$ 1,000,000 $ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			AVWCMS3033132021	10/10/2021	10/10/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Equipment Floater			CM100073355	10/10/2021	10/10/2022	Leased / Rented	101,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability & Auto provide blanket Additional Insured for On-going and completed operations with Waiver of Subrogation as required by written contract with Insured. Blanket additional insured endorsement on the general liability and auto liability is primary and non-contributory as required by written contract. Aggregate is per project. Blanket Waiver of Subrogation applies as required by written contract for Workers Compensation.

FORREST/ US49;DED-0018(35)BO

CERTIFICATE HOLDER

WALTERS CONSTRUCTION
2051 HWY 84 EAST
Laurel, MS 39443

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Sean A. Sackler

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Walters Construction Co., Inc.

SITE WORK & ASPHALT PAVING

Miller Enterprises LLC

136 Wilson Rd

Hattiesburg MS 39402

RE: Hwy 49, Camp, Adeline & Mamie Street

For Review	☐
As Requested	☐
For Excecution	☐
For Your File	☐
For Approval	☐

Please print and sign two (2) copies of the subcontract. I have included the Subcontractor EEV Certification form, 720 form and a copy of our EEO/ Safety Policy.

We look forward to working with you on this project.

Sincerely,

Walters Construction Co Inc

Walters Construction Co., Inc.

SITE WORK & ASPHALT PAVING

SUBCONTRACT

This subcontract agreement is entered into this day between Walters Construction Company, Inc., herein called the **Contractor**, and **Miller Enterprises LLC, 136 Wilson Rd Hattiesburg MS 39402,** herein called the **Subcontractor,** for the performance by the **Subcontractor**, of certain work hereinafter specified as called for under the terms of certain **Contract** between the **Owner** and **Contractor,** relating to the project identified as Hwy 49, Camp, Adeline & Mamie Street DECD-0018(35)BO.

THE PARTIES AGREE AND BIND THEMSELVES, their heirs, successors and assigns as follows:

1. **PERFORMANCE:**
The Subcontractor agrees to perform the work specified and actually required, to furnish all labor, materials, equipment, supplies and other items for the work, to pay promptly for all such, and to complete the work in strict compliance with the terms of the Contract and to the satisfaction of and in compliance with the directions of the Engineer, Owner and Contractor.

2. **CONTRACT:**
The terms, conditions, specifications, drawings, schedules and contract documents forming a part of the Contract between the Contractor and the Owner for the project are hereby made part of this subcontract by reference as fully as if set out herein full. The Subcontractor shall be bound to the same extent as the Contractor is bound by each and every covenant, obligation and provision of said Contract and all drawings and technical specifications that relate to the work of the Subcontractor.

3. **WORK:**
The Subcontractor shall perform all of the work necessary and actually required to complete the following items of the Contract:

Description	Quantity	Unit of Measure	Unit Price	Total
MOBILIZATION	1.00	LS	21,337.6700	$21,337.67
CLEARING AND GRUBBING	1.00	LS	2,268.5700	$2,268.57
REMOVAL OF DRAINAGE STRUCTURE (ALL SIZES AND DEPTHS)	26.00	EACH	1,119.5200	$29,107.52

Walters Construction CO., Inc.

Miller Enterprises LLC

REMOVAL OF SIGN INCLUDING POST & FOOTING (ALL TYPES AND SIZES)	63.00	EACH	183.0600	$11,532.78
REMOVAL OF CONCRETE COMBINATION CURB AND GUTTER	8,795.00	LF	4.4700	$39,313.65
REMOVAL OF FENCE & RESET	318.00	LF	4.3800	$1,392.84
REMOVAL OF CONCRETE DRIVEWAYS ALL DEPTHS	1,966.00	SY	9.5800	$18,834.28
REMOVAL OF PAVEMENT ALL DEPTHS	18,363.00	SY	4.1500	$76,206.45
REMOVAL OF PAVEMENT ALL TYPES AND DEPTHS	771.00	SY	7.2400	$5,582.04
REMOVAL OF PIPE (ALL SIZES)	1,001.00	LF	11.1900	$11,201.19
BORROW EXCAVATION (FME) (CONTRACTOR FURNISHED) (CLASS 9-8)	9,594.00	CY	12.0000	$115,128.00
EXCESS EXCAVATION (FM)	9,656.00	CY	8.0000	$77,248.00
STRUCTURE EXCAVATION	252.00	CY	14.7800	$3,724.56
CRUSHED STONE	5,602.00	TON	5.4600	$30,586.92

Walters Construction CO., Inc.

Miller Enterprises LLC

18 REINFORCED CONCRETE PIPE CLASS III	778.00	LF	19.4900	$15,163.22
24 REINFORCED CONCRETE PIPE CLASS III	316.00	LF	22.2700	$7,037.32
18 REINFORCED CONCRETE PIPE END SECTION	3.00	EACH	776.3000	$2,328.90
24 REINFORCED CONCRETE PIPE END SECTION	2.00	EACH	776.3000	$1,552.60
22X13 REINFORCED CONCRETE ARCH PIPE CLASS III	61.00	LF	19.4900	$1,188.89
29 X 18 REINFORCED CONCRETE ARCH PIPE CLASS III	188.00	LF	41.4700	$7,796.36
10 CORRUGATED POLY VINYL CHLORIDE PIPE	58.00	LF	14.3700	$833.46
18 CORRUGATED POLY VINYL CHLORIDE PIPE	142.00	LF	26.2800	$3,731.76
10 PVC INLET	1.00	EACH	575.0400	$575.04
18 PVC INLET	5.00	EACH	778.7200	$3,893.60

CORRUGATED POLY VINYL CHLORIDE PIPE FITTINGS	1.00	LS	1,550.1000	$1,550.10
4 PERFORATED SEWER PIPE FOR UNDERDRAINS (SDR 26)	3,265.00	LF	13.2700	$43,326.55
4 NON-PERFORATED SEWER PIPE FOR UNDERDRAINS (SDR 26)	93.00	LF	13.9400	$1,296.42
6 NON-PERFORATED SEWER PIPE FOR UNDERDRAINS (SDR 26)	36.00	LF	15.4300	$555.48
4 NON- PERFORATED PIPE FOR FUTURE IRRIGATION CONDUIT	1,200.00	LF	13.2700	$15,924.00
FILTER MATERIAL FOR FILTER BEDSTYPE B	490.00	CY	3.7800	$1,852.20
GEOTEXTILE FOR SUBSURFACE DRAINAGE TYPE IIIAOS (015 - 0 43)	1,100.00	SY	0.5800	$638.00
ADJUSTMENT OF BICYCLE PARKING	1.00	EACH	207.6500	$207.65
ADJUSTMENT OF TRASH CAN	1.00	EACH	207.6500	$207.65
FLOWABLE FILL	11.00	CY	284.1800	$3,125.98

TOPSOIL FOR SLOPE TREATMENT (CONTRACTOR FURNISHED) (LVM)	1,250.00	CY	8.7800	$10,975.00
REMOVAL OF FIRE HYDRANT	1.00	EACH	1,633.7500	$1,633.75
PRECAST MANHOLE48 DIAMETER	1.00	EACH	1,773.3500	$1,773.35
PRECAST MANHOLE72 DIAMETER	1.00	EACH	3,546.7200	$3,546.72
ADJUSTMENT OF MANHOLE	3.00	EACH	1,303.0600	$3,909.18
ADJUSTMENT OF WATER METER	8.00	EACH	301.2100	$2,409.68
ADJUSTMENT OF WATER VALVE	6.00	EACH	803.2100	$4,819.26
ADJUSTMENT OF SEWER SERVICE LINE	100.00	LF	34.7700	$3,477.00
FIRE HYDRANT ASSEMBLY	1.00	EACH	1,927.6600	$1,927.66
ADJUSTMENT OF 2 SDR-21 (GASKET PIPE) WATER MAIN (ALL DEPTHS)	440.00	LF	17.7900	$7,827.60

$598,548.85

Walters Construction CO., Inc.

Miller Enterprises LLC

IT IS UNDERSTOOD THAT ALL QUANTITIES ABOVE AREAPPROXIMATE.
The Subcontractor shall perform all of the work actually required to complete said items for the Unit Prices set opposite each item and said prices shall constitute the sole consideration for all work performed hereunder. Contractor will make a 3.5% deduction for Taxes and a 1% deduction for Bond from Subcontractor's quoted unit prices.

4. **PROGRESS AND COMPLETION:**
Unless herein otherwise specifically provided, the Subcontractor shall commence work promptly or upon notice from the Contractor. The Subcontractor shall, in any event, prosecute the work diligently and so as to avoid delaying the progress of the Contractor or other Subcontractors on other portions of the project work. The Subcontractor shall keep and maintain on the project a sufficient number of qualified workmen and a sufficient quality of materials, equipment and supplies to efficiently perform the work as required without delay. Should the Subcontractor cause delay in the progress or completion of the project, Contractor may recover from Subcontractor the damages resulting there from, including liquidated damages assessed by the Owner and against Contractor.

The Subcontractor shall comply in all respects with the Contractor's schedule for the subcontract work. The Subcontractor acknowledges and agrees to the Contractor's right to schedule the subcontract work as the Contractor deems necessary to facilitate overall progress and completion of the project. It is specifically agreed by the parties hereto that no claim, dispute or controversy shall interfere with the progress and performance of work required to be performed under this subcontract, and the Subcontractor shall proceed as directed with its work under this contract by the Contractor in all instances, including but not limited to the existence of a dispute, claim or other like controversy, and that any failure of the Subcontractor to comply herewith and to proceed with his work shall automatically be deemed a default. Time is of the essence in this subcontract and the work specified herein. Contractor shall not be liable to Subcontractor for any delay resulting from the act, neglect or default of the Owner or Engineer or from causes beyond Contractor's control, in any case, beyond the granting of justifiable time extension on written applications from Subcontractor therefore made within three (3) days from the beginning of the delay.

5. **PAYMENT:**
Subject to other provisions hereof, the Contractor agrees to pay the Subcontractor the stated consideration for said work on the basis of the quantities allowed and paid for by the Owner, and to make payment within ten (10) days from the time that the Contractor is paid by the Owner, less the same retainage percentage retained by the Owner, which percent may be retained until completion of the Contract and final payment by the Owner.

6. **ADVANCES:**
The Contractor may, but shall not be required to, advance sums to the Subcontractor for the purpose of financing the work and may offset such advanced sums against any subcontract earnings, including final retainage, without the consent of and free from any claim of unauthorized payment by any surety and such shall not release the surety in whole or part. The Contractor may, but shall not be required to, supply the Subcontractor with labor, materials, equipment and supplies and other items acceptable to the Subcontractor in the performance of the work and recover the value or price therefore against the Subcontractor and the Subcontractor's surety, if any, without being required to offset the same or any part thereof against the earnings of the Subcontractor.

7. **INSURANCE:**
The Subcontractor shall obtain, before commencement of work, and maintain until final acceptance of the Contract, full insurance coverage, including as a minimum the following types of insurance with the stated policy limits:

Workers' Compensation and Employer's Liability: Statutory
General Liability: $1,000,000.00 per occurrence; $2,000,000.00 aggregate
Automobile Liability: $1,000,000.00 combined single limit; any auto coverage

In addition to the insurance listed, the Contractor may, at its sole discretion, require the

Walters Construction CO., Inc.

Miller Enterprises LLC

Subcontractor to provide additional or different insurance coverage which applies to the project. Before commencing the subcontract work, the Subcontractor will submit to the Contractor Certificates of Insurance with the number of copies and content required by the Contractor, certifying the types and amounts of coverage, certifying that said insurance applies to all activities and liability of the Subcontractor pursuant to this subcontract and certifying that Contractor is an additional insured under the Subcontractor's policy. No policy of insurance may be cancelled or reduced during the period of construction, and the Subcontractor shall obtain an endorsement to its policies and insurance certificates providing substantially as follows:

Insurer may not cancel this policy or reduce coverage for period of thirty (30) days after Contractor receives written notice of the insurer's intention to cancel or reduce coverage.

The Subcontractor's failure to maintain complete insurance shall be a material breach authorizing the Contractor, at the Contractor's sole election to terminate this subcontract or to provide full coverage at the Subcontractor's sole expense; however, in neither case shall the Subcontractor's liability be lessened.

8. **INDEMNITY:**
The Subcontractor covenants to defend, indemnify, save harmless, protect, and exonerate both the Contractor (and its agents, employees, representatives and sureties) and the Owner and Engineer from any and all claims, liability and damages, of any kind or nature, whether in contract tort or otherwise, which arise out of or relate to the obligations assumed herein by the Subcontractor or the Subcontractor's (including its successors, agents and employees) actions, inactions or omissions in performing under this subcontract. Pursuant to this indemnity provision, the Subcontractor shall also be liable for all costs and expenses, including but not limited to attorney fees, insured by the Contractor or the Owner in prosecuting or defending any claim, suit or other action which arises out of or relates to the obligation assumed herein by the Subcontractor or the Subcontractor's (including its successors, agents, and employees) actions, inactions or omissions in performing under this subcontract. The foregoing covenants and indemnity obligation shall apply to the fullest extent permitted by law.

9. **FAILURE TO PAY CLAIMS:**
The Subcontractor warrants that it has sufficient funds and credit to pay all bills incurred in the performance of the work hereunder without the necessity of resorting to earnings for work performed. The Subcontractor agrees that failure to pay such bills, when due, shall be a breach of this contract for which the Contractor may, but shall not be required to, withhold all sums otherwise payable hereunder for past and future earnings until the Subcontractor presents satisfactory evidence of payment of all bills, expenses and obligations insured by the Subcontractor relating to this subcontract, and furnish, upon the Contractor's request, written releases in a form acceptable to the Contractor. In case any such bill or claim is disputed by the Subcontractor, the Contractor may consider the same to be valid until discharged and released or until satisfactory security is give for the Contractor's indemnification. At Contractor's option, the Contractor may, but shall not be required to, pay any such bill or claim and recover the same from the Subcontractor or any surety or deduct the same from any payments (progress or retainage) otherwise due to Subcontractor hereunder. Any and all payments Contractor makes in good faith in the belief that the Contractor is liable, whether liable or not, shall be conclusive of the Contractor's right to reimbursement, and itemized statement thereof of the checks or other evidence of payment shall be prima facie of the fact and extent of the Subcontractor's liability.

10. **DEFAULT:**
Should the Subcontractor at any time fail to perform any one or more of the agreements herein contained, or file bankruptcy or receivership, or fail to avoid attachment, or abandon the work, any such action, failure or abandonment shall amount to default hereunder and the Contractor may, at the Contractor's option, after 24 hours notice to the Subcontractor, provide labor, materials, equipment and supplies and other items necessary to perform the work and discharge the other obligations assumed by the Subcontractor and recover the cost thereof from the Subcontractor, and may deduct such cost from the money then due Subcontractor under this subcontract or any other contract between the parties, or the Contractor, at the Contractor's option, may terminate the Subcontractor and take over the work and complete the same or re-bid the subcontract, deducting

Walters Construction CO., Inc.

Miller Enterprises LLC

in any case the cost thereof (including a reasonable allowance for overhead expense) from the payments that would be otherwise due hereunder. Should the cost of completing or re-bidding the work exceed that remaining unpaid hereunder, then such excess shall be the liability of the Subcontractor, payable on demand. In case of any default hereunder, the Contractor may, but shall not be required to, take exclusive possession of any materials on the project belonging to the Subcontractor and use the same in completion of the work, free of all claims for the value of said material and for the rental or use of said equipment, and free of all claims for depreciation and ordinary wear and tear.

Determination of default made by the Contractor in good faith under the belief that a default exists under the terms hereof shall be conclusive of the fact of such default and on the Contractor's right to proceed as herein provided. The liability of the Subcontractor hereunder shall extend to and include the full amount of any and all sums paid and obligations assumed by the Contractor in good faith under the belief that such payment or assumptions were necessary or required, whether actually necessary or required or not (1) in completing the work and providing labor, materials, equipment, supplies and other items therefore or re-letting the subcontract, and (2) in settlement, discharge, or compromise of any claims, demands, suits and judgments pertaining to or arising out of the Subcontract or work. An itemized statement thereof or the checks or other evidence of payment shall be prima facie evidence of and extent of the Subcontractor's liability.

Notwithstanding anything to the contrary in this subcontract and in addition to the Contractor's right to terminate for breach or default, the Contractor may terminate any portion of this subcontract or the entire subcontract, regardless of fault, in the event Owner exercises its right to terminate all or any portion of the Contract. Upon such termination, the Subcontractor shall be entitled only to the amounts due under the subcontract for subcontract work actually performed on the basis of the quantities allowed and paid for by the Owner as of the date of termination, plus any additional amount Contractor actually recovers from Owner on Subcontractor's behalf, less any bank charges or amounts otherwise due the Contractor under the terms of his subcontract.

11. **ASSIGNMENT OF SUBCONTRACT:**
The Subcontractor shall not assign all or part of this subcontract or sub-let all or any part of the work provided hereunder, without prior written consent of the Contractor; but in any event, and without regard to whether such consent is given or not, the Subcontractor and its assignees agree to indemnify and save the Contractor harmless, as set forth in Article 8, against any claims even if said claims are based upon the work by the assignee to Subcontractor of the undersigned Subcontractor or to any other party (no matter how remote or disconnected) performing or having any connection whatever with the performance of the subcontract work for which the Contractor may be liable on the Contract, the bond, or otherwise. No assignment or sub-letting, with or without consent, shall relieve Subcontractor or its assignee from any obligation herein assumed. The Subcontractor shall not sub-let nor subcontract without requiring from its Subcontractors and suppliers insurance coverage as set forth in Article 7 of this subcontract.

12. **WORKMEN:**
Neither the Subcontractor nor any of the Subcontractor's assigns shall employ or keep any workmen whose employment on the work covered by the subcontract is objected to by the Owner, Engineer or by the Contractor.

13. **LICENSES, TAXES AND PERMITS:**
The Subcontractor agrees to comply with all public laws, codes, regulations and ordinances in effect where the work under this subcontract is to be performed, and to pay all fees, licenses, permits and expenses required by such compliance, and also to pay all taxes and contributions imposed or required by any law relating to the employees of the Subcontractor and to the performance of said work and completion of this subcontract.

14. **COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS AND APPROVAL BY OWNER:**
The Subcontractor represents that it is fully familiar with the laws, ordinances, codes, executive orders,
rules and regulations that apply to the work and the Subcontractor will comply with them in performing the work. If there is conflict between the contract documents and any applicable law,

Walters Construction CO., Inc.

Miller Enterprises LLC

ordinance, code, executive order, rule or regulation, the Subcontractor will comply with the law, ordinance, code, rule, or regulation at no increase in price.

The Subcontractor acknowledges that the Contractor relies on the Subcontractor's special expert knowledge of the laws, ordinances, codes, executive orders, rules and regulations that apply to its trade and the work to be performed under this subcontract. In the event the Owner has the right to approve Subcontractor, Subcontractor represents that it shall promptly obtain such approval and that no cause exists for Owner to disapprove of Subcontractor or Subcontractor's work.

15. **DEFECTIVE WORKMANSHIP OR MATERIALS:**
No payment under this subcontract shall be construed as an acceptance of any defective work or improper materials, and the Subcontractor agrees to guarantee the work under this subcontract against all defects of workmanship or materials to the same extent as liability may be imposed upon the Contractor under the terms of the Prime Contract.

16. **PERFORMANCE AND PAYMENT BONDS:**
If required by the Contractor prior to performance of this subcontract, the Subcontractor shall furnish to the Contractor, as obligee, a performance bond and a payment bond with a responsible surety, which is and remains acceptable to the Contractor, each in the full amount of this subcontract ensuring the Subcontractor's faithful performance of this subcontract and the Subcontractor's prompt payment of all labor, materials, equipment, machinery, supplies, services and other items furnished and supplied to the Subcontractor. The Subcontractor's failure to deliver satisfactory bonds within (10) days after demand shall be a material breach of this subcontract. The obligation of the surety for the Subcontractor's performance bond shall be as if all terms and conditions of this subcontract were set forth verbatim in the performance bond. If no bond is required, Contractor will withhold zero percent (0%) retention on all progress payments.

17. **NOTICE:**
Any notice provided for herein may be given in writing by United States Mail, facsimile or personal delivery. Notice by mail shall be considered as given after three (3) days when addressed to the last known address of the party to receive the same and deposited in the United States Mail. Notice by facsimile shall be considered as given when transmitted to the party to receive the same and when evidence that said transmission was transmitted is retained by the party transmitting same. Notice by personal delivery shall be considered as given when same is delivered.

18. **NON-WAIVER:**
The failure of Contractor to invoke any provision hereof or assert any right given hereunder on any one occasion or on any series of occasions shall not amount to or to be interpreted as a waiver or release of any provisions or right.

19. **CHANGES:**
The Contractor may issue written change orders to this subcontract without notice to the Subcontractor's sureties, if any. The Subcontractor shall be obligated to perform such written change orders without delay. With respect to any change in the subcontract work, in whole or in part, the Subcontractor shall be entitled to an adjustment in the subcontract amount and an extension in the subcontract time, but only to the extent of the adjustments and time extensions that the Contractor actually receives from the Owner for such changes, Subcontractor shall have no independent or separate claims against the Contractor for further adjustment in price or extension of time. The failure to agree to the amount of contract adjustment owed due to the change order shall not relieve the Subcontractor of its duty to proceed with the work required under this subcontract as well as any change orders issued by the Contractor. All change orders must be in writing and signed by Contractor to be effective. Oral changes to work under this subcontract are not valid and will not be accepted or paid. The Subcontractor shall have no claim or entitlement to payment for an addition to or change in subcontract work unless, prior to performance, the Subcontractor receives a written change order for such change signed by an authorized representative of the Contractor.

Walters Construction CO., Inc.

Miller Enterprises LLC

20. **LEGAL EFFECT:**

This Agreement contains and constitutes the entire understanding and agreement between the parties and supersedes and cancels all prior negotiations, agreements, commitments, communications, and understandings, written or oral. No other promises or agreements shall be binding or shall modify this Agreement unless executed in accordance with this Agreement. This subcontract cannot be changed, modified, altered, suspended or terminated, except in writing signed by an authorized representative of the

Contractor. No delay, waiver, forbearance or failure by the Contractor to exercise rights or remedies

Under this subcontract or to insist upon strict compliance by the Subcontractor shall relieve the Subcontractor from strict compliance with all terms and conditions hereof or waive, restrict, or Adversely any of the Contractor's rights and remedies as to any subsequent or continuing failure of the

Subcontractor to comply strictly with all terms and conditions of this subcontract. In the event that any term, provision, covenant, or condition of the Agreement is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants, and conditions of the Agreement shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated. This Agreement shall be interpreted in accordance with the laws of the State of Mississippi. It is agreed by the parties hereto that any cause of action or suit based upon this agreement shall only be brought in a court of competent jurisdiction located in the Second Judicial District of Jones County, Mississippi. Both parties hereby waive any objection with regard to venue pursuant to Rules 12 and 82 of the Mississippi Rules of Civil Procedure and all applicable statues and rules of Mississippi. The Subcontractor shall be liable for all damages, costs and expenses, including attorney fees incurred by the Contractor in enforcing the terms and conditions of this subcontract. This Subcontract shall be binding upon the successors-in-interest of the parties hereto, but otherwise nothing in this subcontract is intended nor shall be construed to give rights or to confer benefits to third parties.

WITNESS: _____ 1/18/22
(Date)

Contractor: Walters Construction Co., Inc.
By: _____
Title: PRESIDENT
Date: 1/18/22

WITNESS: _____
(Date)

Subcontractor: Miller Enterprises LLC
By: _____
Title: President
Date: 1-17-22

Walters Construction CO., Inc.

Miller Enterprises LLC

Consultant Service Unit - Rev. 11/13/08

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

Project No: DECD-0018(35)BO

Termini: _____

Prime Consultant: Miller Enterprises LLC.

By executing this Certification and Agreement, the undersigned verifies its compliance with the Mississippi Employment Protection Act, Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with MTC has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended.

The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program.The undersigned agrees that, should it employ or contract with any subconsultant(s) and/or subcontractor(s) in connection with the performance of this Contract, the undersigned will secure from such subconsultant(s) and/or subcontractor(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to MTC, if requested, for the benefit of the MTC or this Contract.

300140
EEV Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars ($1,000.00) nor more than Ten Thousand Dollars ($10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: _____ 1-17-22
Authorized Officer or Agent — Date

Russell — President
Printed Name of Authorized Officer or Agent — Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 17th day of January, 2022.

JACQUELYN B. MILLER
NOTARY PUBLIC
ID No. 117093
Commission Expires
Jul 20, 2024
STATE OF MISSISSIPPI

_____
NOTARY PUBLIC
My Commission Expires: 7/20/24

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify, operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

Walters Construction CO., Inc.

Miller Enterprises LLC

City of Hattiesburg
~~Board of Supervisors~~
Forrest County

Form (FAS-S.A.) SC-1
(Submit 6 copies)

Request No. 1

Project No. DECD-001-018(35)BO

Date 1/12/21

Office of State Aid Road Construction
Mississippi Department of Transportation

Gentlemen:

I (we) (the prime contractor) (a subcontractor) propose to subcontract the following items to

Miller Enterprises LLC

in accordance with Special Provisions in our contract governing subletting a portion of the contract. In the event of your disapproval of this subcontracting or of your disapproval of performance of such subcontractor at any time, I (we) agree to perform such item or items of work with my (our) own organization in full compliance with all applicable terms of our contract. I (we) understand that this procedure does not relieve us of any of the responsibility under our contract.

I certify that said party is particularly experienced and equipped for such work and that the attached subcontract is the sole agreement for the work and that all pertinent provisions and requirements of the contract have been explained to this proposed subcontractor, and that when applicable, federally required contract provisions are physically incorporated into the agreement furnished to the subcontractor.

The prices shown below are the prime contract unit price:

Spec. Pay Item No.	Item	Quantity	Unit	Prime Cont. Unit Price	Amount
	see attachments			$	$
				$	$
				$	$
				$	$
				$	$
				$	$

I (we) hereby certify that the persons or firms are designated hereon as subcontractors with the knowledge and consent of the persons or firms named.

Date 1/12/21, 20____

Walters Construction Co. Inc
Prime Contractor

By: _____

Address: 2051 HWY 84 East Laurel MS 39443

Approval recommended: 2-01, 20 22

_____
~~County~~ Project Engineer

Approved: ~~Board of Supervisors~~ City of Hattiesburg
County

(By order of the Board, dated_____)

By _____
~~President~~ Mayor

Approved recommended: _____, 20____

_____
State Aid District Engineer

Total this Request _____ $ _____ = _____ %

Previous Request _____ $ _____ = _____ %

Total to Date _____ $ _____ = _____ %

I (we) hereby certify that the use of our names as subcontractor on the above items was, and is, with our knowledge and consent.

Date 1-17, 20 22

Miller Enterprises LLC.
(Sub) Subcontractor

By: _____

Address: 136 Wilson Rd. Hattiesburg, MS 39402

Approved: _____, 20 ____

_____
State Aid Engineer

Approved: _____, 20 ____

_____
Executive Director, Mississippi Department of Transportation

Revised August 2000

Attachment Page

ITEM	QUANTITY	UNIT	PRIME CONT. UNIT PRICE	AMOUNT
MOBILIZATION	1	LS	460,000.00	
CLEARING AND GRUBBING	1	LS	5800.00	
REMOVAL OF DRAINAGE STRUCTURE (ALL SIZES	26	EA	837.00	
REMOVAL OF SIGN INCLUDING POST & FOOTING	63	EA	136.00	
REMOVAL OF CONCRETE COMBINATION CURB A	8795	LF	7.00	
REMOVAL OF FENCE & RESET	318	LF	20.00	
REMOVAL OF CONCRETE DRIVEWAYS, ALL DEPT	1966	SY	14.50	
REMOVAL OF PAVEMENT, ALL DEPTHS	18363	SY	6.25	
REMOVAL OF PAVEMENT , ALL TYPES AND DEPT	771	SY	10.00	
REMOVAL OF PIPE (ALL SIZES)	1001	LF	13.50	
BORROW EXCAVATION (FME) (CONTRACTOR FUI	9594	CY	29.30	
EXCESS EXCAVATION (FM)	9656	CY	22.50	
STRUCTURE EXCAVATION	252	CY	41.00	
CRUSHED STONE	5602	TON	61.00	
18 REINFORCED CONCRETE PIPE, CLASS III	778	LF	43.00	
24 REINFORCED CONCRETE PIPE, CLASS III	316	LF	57.00	
18 REINFORCED CONCRETE PIPE END SECTION	3	EA	1250.00	
24 REINFORCED CONCRETE PIPE, END SECTION	2	EA	1375.00	
22X13 REINFORCED CONCRETE ARCH PIPE , CL.	61	LF	50.00	
29 X 18 REINFORCED CONCRETE ARCH PIPE, CL.	188	LF	87.00	
10 CORRUGATED POLY VINYL CHLORIDE PIPE	58	LF	23.50	
18 CORRUGATED POLY VINYL CHLORIDE PIPE	142	LF	49.00	
10 PVC INLET	1	EA	1200.00	
18 PVC INLET	5	EA	2100.00	
CORRUGATED POLY VINYL CHLORIDE PIPE FITTI	1	LS	16,000.00	
4 PERFORATED SEWER PIPE FOR UNDERDRAINS	3265	LF	19.00	
4 NON-PERFORATED SEWER PIPE FOR UNDERDI	93	LF	19.00	
6 NON-PERFORATED SEWER PIPE FOR UNDERDI	36	LF	21.50	
4 NON- PERFORATED PIPE FOR FUTURE IRRIGAT	1200	LF	17.50	
FILTER MATERIAL FOR FILTER BEDS,TYPE B	490	CY	7.30	
			Page Total:	

Attachment Page

ITEM	QUANTITY	UNIT	PRIME CONT. UNIT PRICE	AMOUNT
GEOTEXTILE FOR SUBSURFACE DRAINAGE, TYF	1100	SY	2.15	
ADJUSTMENT OF BICYCLE PARKING	1	EA	500.00	
ADJUSTMENT OF TRASH CAN	1	EA	500.00	
FLOWABLE FILL	11	CY	500.00	
TOPSOIL FOR SLOPE TREATMENT (CONTRACTOI	1250	CY	18.00	
REMOVAL OF FIRE HYDRANT	1	EA	~~5100.00~~ 2300.00	
PRECAST MANHOLE,48 DIAMETER	1	EA	6600.00	
PRECAST MANHOLE,72 DIAMETER	1	EA	19000.00	
ADJUSTMENT OF MANHOLE	3	EA	1200.00	
ADJUSTMENT OF WATER METER	8	EA	195.00	
ADJUSTMENT OF WATER VALVE	6	EA	430.00	
ADJUSTMENT OF SEWER SERVICE LINE	100	LF	49.00	
FIRE HYDRANT ASSEMBLY	1	EA	5100.00	
ADJUSTMENT OF 2 SDR-21 (GASKET PIPE) WATE	440	LF	31.00	

$1,872,163.45

Page Total:

CAD-725
Rev. 3-07

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

(SUB) SUB-CONTRACT CERTIFICATION FOR FEDERAL AID PROJECTS

Mississippi Department of Transportation
P.O. Box 1850
Jackson, MS 39215-1850

Project No. DECD-001-018(35)BO
County Forrest
(Sub) Subcontract Request No. 1

Gentlemen:

I (We) Miller Enterprises LLC proposed (Sub) Sub-Contractor
and I (We) Walters Construction Inc. Prime Contractor(s)
on the captioned project do hereby certify that Form FHWA-1273, "Required Contract Provisions All Federal-Aid Construction Contracts," has been attached to and made a part of our (Sub) Sub-Contract agreement.

Date February 7, 2022 , 20 ____

Walters Construction Inc.
Prime Contractor

By: _____
Signature

Project Manager
Title

Date February , 2022

Miller Enterprises LLC
(Sub) Sub- Contractor

By: _____
Signature

President
Title

CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUB-CONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS.

I (We) Miller Enterprises LLC proposed (Sub) Sub-contractor hereby certify that I (We) have ✓, have not ____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that I (we) have ✓, have not ____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under applicable filing requirements.

Date January 17, 2022

Miller Enterprises LLC
(Sub) Sub) Contractor

By: _____
Signature

President
Title

(Submit signed original and attach to Request for Permission to Subcontract, Form CAD-720)

(See Reverse Side)

CAD-725
Rev. 3-07

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

(SUB) SUB-CONTRACT CERTIFICATION FOR FEDERAL AID PROJECTS

Mississippi Department of Transportation
P.O. Box 1850
Jackson, MS 39215-1850

Project No. DECD-001-018(35)BO
County Forrest
(Sub) Subcontract Request No. 1

Gentlemen:

I (We) Miller Enterprises LLC proposed (Sub) Sub-Contractor
and I (We) Walters Construction Inc. Prime Contractor(s)
on the captioned project do hereby certify that Form FHWA-1273, "Required Contract Provisions All Federal-Aid Construction Contracts," has been attached to and made a part of our (Sub) Sub-Contract agreement.

Date February 7, 2022 , 20 ____

Walters Construction Inc.
Prime Contractor

By: [signature]
Signature

Project Manager
Title

Date February , 20 22

Miller Enterprises LLC
(Sub) Sub- Contractor

By: [signature]
Signature

President
Title

CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUB-CONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS.

I (We) Miller Enterprises LLC proposed (Sub) Sub-contractor hereby certify that I (We) have ✓ , have not ____ , participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that I (we) have ✓ , have not ____ , filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under applicable filing requirements.

Date January 17 , 20 22

Miller Enterprises LLC
(Sub) Sub-Contractor

By: [signature]
Signature

President
Title

(Submit signed original and attach to Request for Permission to Subcontract, Form CAD-720)

(See Reverse Side)

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Lamar Rutland**

cc:

Date: **Tuesday, February 22, 2022**

Re: **Declare repairs to the Campbell Loop Bridge as an emergency repair; Accept proposal from Holliday Construction, LLC in the amount of $563.541.70 as authorized by Mississippi Code 31-7-13 (k).**
File Number: 2022-114
Minute Book #

Summary

The Engineer for the City of Hattiesburg, after inspecting the Campbell Loop Bridge, has determined that delaying the replacement of said bridge represents a danger to the community, and, as such, replacement of said bridge is an emergency. Therefore, bids for the replacement of the Campbell Loop Bridge were solicited and accepted on an accelerated time line. The City Council finds that the delay incident to giving opportunity for competitive bidding (using the normal time line) would have been detrimental to the interest of the governing authority and hereby declares the repair of the Campbell Loop Bridge to be an emergency. The City Council acknowledges those bids received on February 5, 2021 and approves the contract entered into with Holliday Construction, LLC in the amount of $563,541.70 for the emergency repair of the Campbell Loop Bridge, all pursuant to Miss. Code Ann. Section 31-7-13(k).

Recommendation Statement

I recommend approval of this item.

Please place this on the February 22, 2022 City Council meeting for consideration.

sdw
Engineering Progress

February 5, 2021

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

Attn: Lamar Rutland, P.E.

RE: Campbell Loop Bridge Replacement
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 February 5, 2021 for the above referenced project.

I am recommending Holliday Construction, LLC of Poplarville, MS.

Enclosed is a copy of the original bid from Holliday Construction, LLC and original bids from all other bidders.

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

Sincerely,

Alex Kirkland, E.I.
Engineer Intern

/md

Enclosures

BID TAB

Project: Campbell Loop Bridge Replacement
EMERGENCY BID

Project No. 12211

February 5, 2021

BASE BID

Item No.	Item Description	Quantity	Unit	Holliday Construction, LLC 534 Hwy 26 E Poplarville, MS 39470		Gulf South Construction, LLC P.O. Box 16105 Hattiesburg, MS 39401		Hanco Corporation P.O. Box 17678 Hattiesburg, MS 39404		Fairley Construction Services, Inc. 828 Hwy 11 Petal, MS 39465		T.L. Wallace Construction, Inc. 4025 Hwy 35 N Columbia, MS 39429	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
202-A	Removal of Existing Bridge (Incl. but not limited to: Deck, Abutment, Piles, Caps, Wings, Guardrail, Grouted Riprap, and other items as necessary and/or directed)	1	LS	$47,912.00	$47,912.00	$10,065.00	$10,065.00	$28,000.00	$28,000.00	$17,500.00	$17,500.00	$15,000.00	$15,000.00
202-B	Removal of Asphalt, All Depths	395	Sq. Yd.	$10.50	$4,147.50	$5.80	$2,291.00	$6.00	$2,370.00	$15.00	$5,925.00	$6.15	$2,429.25
202-B	Removal of Concrete Curb	20	Lin. Ft.	$9.25	$185.00	$9.65	$193.00	$28.00	$560.00	$15.00	$300.00	$100.00	$2,000.00
203-A	Unclassified Excavation, LVM, AH	1020	Cu. Yd.	$9.50	$9,690.00	$13.00	$13,260.00	$9.00	$9,180.00	$20.00	$20,400.00	$10.00	$10,200.00
203-D	Muck Excavation, LVM, AH	20	Cu. Yd.	$18.40	$368.00	$18.50	$370.00	$9.00	$180.00	$60.00	$1,200.00	$10.00	$200.00
203-E	Borrow Excavation, LVM, AH (Class B9)	655	Cu. Yd.	$30.50	$19,977.50	$11.50	$7,532.50	$16.00	$10,480.00	$22.00	$14,410.00	$25.00	$16,375.00
203-G	Excess Excavation, LVM, AH	150	Cu. Yd.	$9.50	$1,425.00	$8.45	$1,267.50	$9.50	$1,425.00	$20.00	$3,000.00	$10.00	$1,500.00
304-A	Granular Material, LVM, Class 9, Group "B"	191	Cu. Yd.	$51.00	$9,741.00	$19.50	$3,724.50	$27.00	$5,157.00	$48.00	$9,168.00	$30.00	$5,730.00
304-G	Crushed Aggregate (Size 610)	177	Ton	$80.00	$14,160.00	$64.50	$11,416.50	$109.00	$19,293.00	$57.00	$10,089.00	$63.00	$11,151.00
403-A	Hot Mix Asphalt, ST, 9.5mm Mixture	36	Ton	$203.00	$7,308.00	$196.00	$7,056.00	$165.00	$5,940.00	$265.00	$9,540.00	$260.00	$9,360.00
403-A	Hot Mix Asphalt, ST, 19mm Mixture	110	Ton	$203.00	$22,330.00	$196.00	$21,560.00	$165.00	$18,150.00	$265.00	$29,150.00	$200.00	$22,000.00
601-A	Class "B" Structural Concrete	230	Cu. Yd.	$726.00	$166,980.00	$752.00	$172,960.00	$1,190.00	$273,700.00	$700.00	$161,000.00	$1,700.00	$391,000.00
602-A	Reinforcing Steel	38,152	Lb.	$1.80	$68,673.60	$1.55	$59,135.60	$1.20	$45,782.40	$1.90	$72,488.80	$1.00	$38,152.00
603-CE	36" x 23" Reinforced Concrete Arch Pipe, Class III, Rubber Gaskets	40	Lin. Ft.	$106.00	$4,240.00	$87.50	$3,500.00	$108.00	$4,320.00	$180.00	$7,200.00	$75.00	$3,000.00
603-SB	36" x 23" Branch Connection to Box Wingwall	1	Each	$1,126.00	$1,126.00	$3,135.00	$3,135.00	$1,387.00	$1,387.00	$2,500.00	$2,500.00	$1,900.00	$1,900.00
608-A	Concrete Sidewalk, Without Reinforcement	115	Sq. Yd.	$84.00	$9,660.00	$80.00	$9,200.00	$57.00	$6,555.00	$52.00	$5,980.00	$75.00	$8,625.00
608-C	Detectable Warnign Panels	16	Sq. Ft.	$31.00	$496.00	$24.50	$392.00	$88.00	$1,408.00	$50.00	$800.00	$29.00	$464.00
618-A	Maintenance of Traffic	1	LS	$3,000.00	$3,000.00	$15,390.00	$15,390.00	$10,128.00	$10,128.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00
620-A	Mobilization	1	LS	$20,325.00	$20,325.00	$40,424.00	$40,424.00	$94,741.00	$94,741.00	$97,500.00	$97,500.00	$95,000.00	$95,000.00
699-A	Construction Staking	1	LS	$5,025.00	$5,025.00	$12,067.00	$12,067.00	$6,583.00	$6,583.00	$3,200.00	$3,200.00	$11,000.00	$11,000.00
225-A	Grassing (Incl. Temporary Grassing, Watering, Fertilizer, Top Soil, Etc.)	0.05	Acre	$1,885.00	$94.25	$1,811.00	$90.55	$19,500.00	$975.00	$15,000.00	$750.00	$12,000.00	$600.00
215-A	Vegetative Materials for Mulch	0.1	Ton	$440.00	$44.00	$423.00	$42.30	$1,900.00	$190.00	$3,500.00	$350.00	$5,500.00	$550.00
234-A	Temporary Silt Fence	966	Lin. Ft.	$3.15	$3,042.90	$4.35	$4,202.10	$8.00	$7,728.00	$7.00	$6,762.00	$4.75	$4,588.50
237-A	Wattles, 20"	288	Lin. Ft.	$5.65	$1,627.20	$10.50	$3,024.00	$12.00	$3,456.00	$25.00	$7,200.00	$6.00	$1,728.00
815-A	Loose RipRap (Size 200)	47	Ton	$98.75	$4,641.25	$91.00	$4,277.00	$76.00	$3,572.00	$122.00	$5,734.00	$95.00	$4,465.00
815-B	Grouted RipRap	996	Sq. Yd.	$77.50	$77,190.00	$120.00	$119,520.00	$36.00	$35,856.00	$172.00	$171,312.00	$120.00	$119,520.00
815-E	Geotextile Under Riprap	1,287	Sq. Yd.	$2.50	$3,217.50	$4.00	$5,148.00	$2.50	$3,217.50	$5.25	$6,756.75	$3.19	$4,105.53
W-1	12" Insert-A-Valve	1	Each	$16,910.00	$16,910.00	$17,799.00	$17,799.00	$23,400.00	$23,400.00	$20,225.00	$20,225.00	$22,000.00	$22,000.00
W-2	12" Gate Valve	1	Each	$2,345.00	$2,345.00	$3,225.00	$3,225.00	$5,000.00	$5,000.00	$3,250.00	$3,250.00	$3,500.00	$3,500.00
W-3	12" Ductile Iron Water Pipe (Open Cut)	120	Lin. Ft.	$271.50	$32,580.00	$103.00	$12,360.00	$183.00	$21,960.00	$250.00	$30,000.00	$200.00	$24,000.00
W-4	16" Steel Casing (Open Cut)	40	Lin. Ft.	$127.00	$5,080.00	$119.00	$4,760.00	$121.00	$4,840.00	$365.00	$14,600.00	$300.00	$12,000.00
		Total Base Bid			$563,541.70		$569,387.55		$655,533.90		$743,290.55		$847,143.28

Additive Alternative No. 1

Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
201-A	Clearing and Grubbing	1	LS	$1,588.00	$1,588.00	$2,721.00	$2,721.00	$1,800.00	$1,800.00	$2,500.00	$2,500.00	$4,500.00	$4,500.00
202-B	Removal of Asphalt, All Depths	187	Sq. Yd.	$11.00	$2,057.00	$5.75	$1,075.25	$6.00	$1,122.00	$15.00	$2,805.00	$7.00	$1,309.00

202-B	Removal of Existing Bridge (Incl. but not limited to: Deck, Abutment, Piles, Caps, Wings, Guardrail, Grouted Riprap, and other items as necessary and/or directed)	1	LS	$3,328.00	$3,328.00	$14,480.00	$14,480.00	$28,000.00	$28,000.00	$5,000.00	$5,000.00	$12,000.00	$12,000.00
203-A	Unclassified Excavation, LVM, AH	15	Cu. Yd.	$8.15	$122.25	$13.00	$195.00	$9.00	$135.00	$25.00	$375.00	$10.00	$150.00
203-D	Muck Excavation, LVM, AH	20	Cu. Yd.	$31.00	$620.00	$18.50	$370.00	$9.00	$180.00	$60.00	$1,200.00	$10.00	$200.00
203-G	Excess Excavation, LVM, AH	608	Cu. Yd.	$8.15	$4,955.20	$8.25	$5,016.00	$9.50	$5,776.00	$20.00	$12,160.00	$10.00	$6,080.00
618-A	Maintenance of Traffic	1	LS	$2,622.00	$2,622.00	$1,283.00	$1,283.00	$3,400.00	$3,400.00	$3,500.00	$3,500.00	$5,000.00	$5,000.00
620-A	Mobilization	1	LS	$2,345.00	$2,345.00	$1,924.00	$1,924.00	$3,100.00	$3,100.00	$14,635.00	$14,635.00	$5,000.00	$5,000.00
699-A	Construction Staking	1	LS	$1.00	$1.00	$604.00	$604.00	$3,200.00	$3,200.00	$500.00	$500.00	$1,000.00	$1,000.00
619-G	Barricades, Type III, Single Faced, Permanent, Red/White	18	Lin. Ft.	$100.00	$1,800.00	$34.00	$612.00	$127.00	$2,286.00	$132.00	$2,376.00	$120.00	$2,160.00
630-C	Steel U-Section Posts, 3.0 lbs/ft	40	Lin. Ft.	$32.50	$1,300.00	$22.50	$900.00	$22.00	$880.00	$25.00	$1,000.00	$5.00	$200.00
215-A	Vegetative Materials for Mulch	0.1	Ton	$440.00	$44.00	$423.00	$42.30	$1,900.00	$190.00	$15,000.00	$1,500.00	$12,000.00	$1,200.00
225-A	Grassing (Incl. Temporary Grassing, Watering, Fertilizer, Top Soil, Etc.)	0.05	Acre	$1,885.00	$94.25	$1,811.00	$90.55	$19,500.00	$975.00	$15,000.00	$750.00	$6,000.00	$300.00
234-A	Temporary Silt Fence	190	Lin. Ft.	$3.15	$598.50	$4.35	$826.50	$8.00	$1,520.00	$15.00	$2,850.00	$12.00	$2,280.00
237-A	Wattles, 20"	95	Lin. Ft.	$5.65	$536.75	$10.50	$997.50	$12.00	$1,140.00	$25.00	$2,375.00	$6.00	$570.00
815-B	Grouted RipRap	260	Sq. Yd.	$53.92	$14,019.20	* $129.00	$33,540.00	$36.00	$9,360.00	$172.00	$44,720.00	$120.00	$31,200.00
815-E	Geotextile Under Riprap	260	Sq. Yd.	$2.50	$650.00	$4.00	$1,040.00	$2.50	$650.00	$5.25	$1,365.00	$3.00	$780.00
	Total Additive Alternative No. 1				**$36,681.15**	*	**$65,717.10**		**$63,714.00**		**$99,611.00**		**$73,929.00**

Additive Alternative No. 2

Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
201-A	Clearing and Grubbing	1	LS	$5,493.00	$5,493.00	$10,884.00	$10,884.00	$3,100.00	$3,100.00	$2,500.00	$2,500.00	$5,000.00	$5,000.00
202-B	Removal of Asphalt, All Depths	168	Sq. Yd.	$12.00	$2,016.00	$5.75	$966.00	$6.00	$1,008.00	$15.00	$2,520.00	$7.00	$1,176.00
202-B	Removal of Existing Bridge (Incl. but not limited to: Deck, Abutment, Piles, Caps, Wings, Guardrail, Grouted Riprap, and other items as necessary and/or directed)	1	LS	$28,796.00	$28,796.00	$90,500.00	$90,500.00	$89,000.00	$89,000.00	$75,000.00	$75,000.00	$23,000.00	$23,000.00
203-A	Unclassified Excavation, LVM, AH	15	Cu. Yd.	$8.15	$122.25	$13.00	$195.00	$9.00	$135.00	$20.00	$300.00	$10.00	$150.00
203-EX	Borrow Excavation, LVM, AH (Class B9)	70	Cu. Yd.	$30.50	$2,135.00	$11.50	$805.00	$16.00	$1,120.00	$32.00	$2,240.00	$25.00	$1,750.00
618-A	Maintenance of Traffic	1	LS	$2,622.00	$2,622.00	$2,565.00	$2,565.00	$3,000.00	$3,000.00	$2,000.00	$2,000.00	$5,000.00	$5,000.00
620-A	Mobilization	1	LS	$2,973.00	$2,973.00	$1,924.00	$1,924.00	$3,100.00	$3,100.00	$11,917.00	$11,917.00	$5,000.00	$5,000.00
699-A	Construction Staking	1	LS	$1.00	$1.00	$604.00	$604.00	$3,200.00	$3,200.00	$1,000.00	$1,000.00	$1,500.00	$1,500.00
215-A	Vegetative Materials for Mulch	0.25	Ton	$440.00	$110.00	$423.00	$105.75	$1,900.00	$475.00	$7,500.00	$1,875.00	$5,500.00	$1,375.00
225-A	Grassing (Incl. Temporary Grassing, Watering, Fertilizer, Top Soil, Etc.)	0.13	Acre	$1,885.00	$245.05	$1,810.00	$235.30	$19,500.00	$2,535.00	$12,000.00	$1,560.00	$5,500.00	$715.00
234-A	Temporary Silt Fence	330	Lin. Ft.	$3.15	$1,039.50	$4.35	$1,435.50	$8.00	$2,640.00	$15.00	$4,950.00	$6.00	$1,980.00
237-A	Wattles, 20"	165	Lin. Ft.	$6.00	$990.00	$10.50	$1,732.50 *	$12.00	$1,980.00	$25.00	$4,125.00	$6.00	$990.00
	Total Additive Alternative No. 2				**$46,542.80**		**$111,952.05** *		**$111,293.00**		**$109,987.00**		**$47,636.00**
	Bid Total:				**$646,765.65** *		**$747,056.70** *		**$830,540.90**		**$952,888.55**		**$968,708.28**

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

John T. Weeks, P.E.

Comments:

*Mathematical Correction



SHEET INDEX

SHEET NO.	DESCRIPTION
01	COVER SHEET & VICINITY MAP
02	GENERAL NOTES
03	TYPICAL SECTIONS
04	PLAN PROFILE SHEET
05	SITE PLAN
06	WATER INSTALLATION DETAILS
07	WATER INSTALLATION DETAILS
08	VEGETATION SCHEDULE
6101	TYPICAL TEMPORARY EROSION / SEDIMENT CONTROL APPLICATIONS
6102	DETAILS OF SEDIMENT BARRIER APPLICATIONS
6103	DETAILS OF SILT FENCE INSTALLATION
6104	DITCH CHECK STRUCTURES, TYPICAL APPLICATIONS AND DETAILS
6106	DETAILS OF EROSION CONTROL WATTLE DITCH CHECK
6108	DETAILS OF EROSION CONTROL ROCK DITCH CHECK
6123	DETAILS OF TYPICAL DITCH TREATMENT
6351	TRAFFIC CONTROL PLAN WITH FLAGGER (ONE-LANE CLOSURE OF TWO-WAY TRAFFIC)
6358	HIGHWAY SIGN AND BARRICADE DETAILS FOR CONSTRUCTION PROJECTS
6421	CURB RAMPS RAMP DESIGN ELEMENTS
6422	CURB RAMPS PLACEMENT DETAILS
6424	CURB RAMPS DETECTABLE WARNING DETAILS
6501	PIPE CULVERT INSTALLATION
6503	CONCRETE PIPE COLLAR
6507	BRANCH CONNECTIONS
7005	BASIC CULVERT DRAWING COLLAR JOINT LOCATIONS NORMAL AND SKEWED CULVERTS
7008	COLLAR DETAILS FOR BOX STRUCTURES (SINGLE & DOUBLE)
7009	SKEWED COLLAR DETAILS FOR BOX STRUCTURES (SINGLE & DOUBLE)
7118-7120	BASIC BARREL DETAILS FOR DOUBLE CELL BOX CULVERT
7200-7201	WINGS WITH 2:1 SLOPE FOR BASIC CULVERT DRAWING DOUBLE CELL 45° SKEW DETAILS
7204-7206	WINGS WITH 2:1 SLOPE FOR BASIC CULVERT DRAWING DOUBLE CELL 45°SKEW DETAILS

CONSTRUCTION PLANS

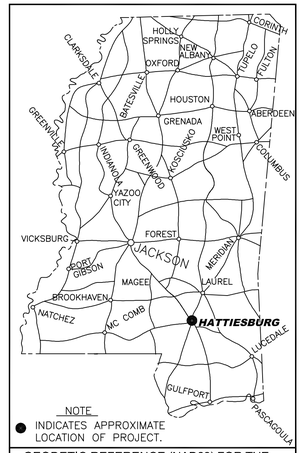
FOR

CAMPBELL LOOP BRIDGE REPLACEMENT

FOR THE

CITY OF HATTIESBURG

FORREST COUNTY, MISSISSIPPI



GEODETIC REFERENCE (NAD83) FOR THE APPROXIMATE MIDDLE OF THE PROJECT:
LATITUDE: N 31° 21' 2"
LONGITUDE: W 89° 20' 57"

SEE SHEET No. 2 FOR DETAIL SHEET INDEX

PUBLIC UTILITIES

CABLE
XFINITY (COMCAST)
2100 LINCOLN RD
HATTIESBURG, MS 39402
(601) 264-1188

POWER
MISSISSIPPI POWER COMPANY
6356 U.S. HIGHWAY 49
HATTIESBURG, MS 39401
(601) 544-6511

TELEPHONE
AT&T
P.O. BOX 1191
HATTIESBURG, MS 39401
(601) 545-6424

FIBER
C SPIRE
4200 MAMIE ST, STE.180
HATTIESBURG, MS 39402
(866) 455-9628

GAS
SPIRE INC.
P.O. BOX 1649
HATTIESBURG, MS 39403
(601) 544-6001

SEWER
CITY OF HATTIESBURG
WATER & SEWER DEPT.
900 JAMES ST
HATTIESBURG, MS 39403
(601) 545-4530

WATER
CITY OF HATTIESBURG
WATER & SEWER DEPT.
900 JAMES ST
HATTIESBURG, MS 39403
(601) 545-4530

TRAFFIC
CITY OF HATTIESBURG
TRAFFIC DEPT.
125 WALNUT ST
HATTIESBURG, MS 39401
(601) 545-4626

811

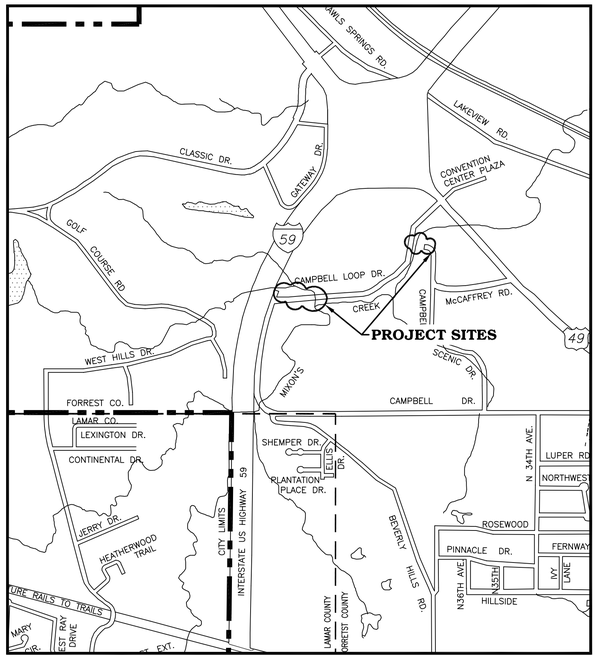
Know what's **below.**
Call before you dig.

SPECIAL UTILITY NOTES:

1. UTILITY LOCATION REQUESTS WERE SUBMITTED TO MISSISSIPPI 811 (FORMERLY MISSISSIPPI ONE CALL) DURING THE FIELD DATA COLLECTION PHASE FOR THE DESIGN OF THIS PROJECT. ALL UTILITIES THAT LOCATED DURING THE FIELD DATA COLLECTION ARE SHOWN ON THESE PLANS. ALL CONFLICTS WITH EXISTING UTILITIES ENCOUNTERED DURING CONSTRUCTION SHALL BE COORDINATED WITH THE UTILITY OWNER, THE ENGINEER AND THE PROJECT OWNER PRIOR TO INSTALLATION OF THE PROPOSED WATER SYSTEM. (NO SEPARATE PAY FOR COORDINATION)
2. THE CONTRACTOR SHALL DOCUMENT THE EXISTENCE OF ANY MISSING AND/OR OVERLAPPING UNDERGROUND UTILITIES AND STORM DRAINAGE NOT SHOWN ON THESE CONSTRUCTION DRAWINGS.

MISSISSIPPI 811 TICKETS	
TICKET No.	DESCRIPTION
20102808320347	CAMPBELL LOOP & BROADACRES DRIVE

N W E S



SCALE: 1" = 1000'

NOVEMBER 2020

MAYOR
Toby Barker

COUNCIL PERSONS
Carter Carroll, President
Mary Dryden, Vice President
Jeffery George
Deborah Denard Delgado
Nicholas Brown

DIRECTOR OF ENGINEERING
Lamar Rutland, PE

JOHN T. WEEKS
REGISTERED PROFESSIONAL
ENGINEER
11/25/20
18912
STATE OF MISSISSIPPI

NO.	DATE	DESCRIPTION	BY

PREPARED BY:

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

Working No. 01
Sheet No. 1
Drawing No.: 12211

G:\PROJECTS\Hattiesburg_City of\12211 - Campbell Loop Bridge Replacement\12211CAD Files\12211_cvr_notes.dwg, 01, 12/3/2020 8:33:29 AM

GENERAL NOTES:

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL CODES.
2. THE CONTRACTOR SHALL KEEP A SET OF FULL SIZE PLANS OF THE PROJECT ON THE JOB SITE SHOWING THE ACCURATE MEASUREMENTS AND ELEVATIONS OF THE "AS-BUILT" SYSTEM. THIS DATA WILL BE COLLECTED AND PUT ON THE DRAWINGS DAILY.
3. THE ENGINEER SHALL PROVIDE AT LEAST TWO CONTROL POINTS AND ONE BENCH MARK AS NOTED ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ENTIRE CONSTRUCTION LOCATION PROCESS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION STAKING AND THE LOCATION OF THE PROJECT.
4. DEVIATIONS FROM THESE PLANS AND NOTES WITHOUT PRIOR WRITTEN CONSENT OF THE OWNER, HIS REPRESENTATIVE OR THE ENGINEER MAY CAUSE THE WORK TO BE UNACCEPTABLE.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS OWN SUB-SURFACE SOIL INVESTIGATIONS.
6. THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES WITHIN THE WORK AREA.
7. EXISTING UNDERGROUND UTILITY LINES ARE SHOWN ON THE DRAWINGS BASED UPON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER CANNOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE.
8. ALL UNDERGROUND UTILITIES, FOR THE ENTIRE PROJECT, SHALL BE LOCATED BY THE CONTRACTOR AND UTILITY OWNERS PRIOR TO THE CONSTRUCTION OF THE PROJECT. ANY CONFLICTS SHALL BE COORDINATED BETWEEN CONTRACTOR, UTILITY OWNER AND ENGINEER. ANY DAMAGE TO ANY UTILITY, LOCATED PRIOR TO CONSTRUCTION OR NOT, SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
9. THE COST OF CLEARING AND GRUBBING/REMOVAL AND DISPOSAL OF CLEARING AND GRUBBING MATERIAL SHALL BE ABSORBED. OFFSITE DISPOSAL AREAS SHALL BE FURNISHED BY THE CONTRACTOR. CONTRACTOR SHALL BE FAMILIAR WITH THE EXTENT OF THE CLEARING AND GRUBBING PRIOR TO BIDDING THIS PROJECT.
10. ALL CULVERT CROSS DRAINS AND SIDE DRAINS SHALL BE PROTECTED. NO SEPARATE PAY ITEM SHALL BE ESTABLISHED FOR REMOVAL AND REPLACEMENT, EXCEPT AS SPECIFICALLY NOTED ON PLANS.
11. PROPER MAINTENANCE OF STREETS, INCLUDING DUST CONTROL, SHALL BE STRICTLY ADHERED TO.
12. ALL WORK ITEMS FOR WHICH NO PAY ITEMS ARE ESTABLISHED SHALL BE ABSORBED IN THE COST OF THE PIPE LAYING OPERATION.
13. NO PIPE SHALL BE LAID IN THE PRESENCE OF WATER.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING BRACING, SHORING OR ANY GROUND SUPPORT SYSTEM REQUIRED TO PREVENT A FAILURE FROM OCCURRING DURING EXCAVATION. ALL COST FOR ANY PROTECTIVE MEASURES, INCLUDING THE MATERIALS AND LABOR FOR DESIGNING AND CONSTRUCTING THE SUPPORT SYSTEM, SHALL BE INCLUDED IN THE BID PRICE FOR CONTRACT ITEMS.
15. WORK FOR THIS PROJECT REQUIRES EXCAVATION IN THE IMMEDIATE VICINITY OF ROADWAY TRAFFIC AND ADJACENT PROPERTIES. THEREFORE, THE RISK OF A FAILURE OCCURRING DURING THE EXCAVATION REQUIRES THAT EXTREME CAUTION BE EXERCISED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PLACING WHAT BRACING, SHORING OR GROUND SUPPORT SYSTEM THAT IS DEEMED NECESSARY TO PREVENT A FAILURE AND PROTECT THE PERSONS WORKING NEAR THE EXCAVATION, THE PUBLIC THAT MAY BE ABOVE THE EXCAVATION, OR ANY STRUCTURE ADJACENT TO THE EXCAVATION. ALL COSTS FOR ANY PROTECTIVE MEASURES INCLUDING THE MATERIALS AND LABOR FOR DESIGNING, DRAWING AND CONSTRUCTING THE FACILITY SHALL BE INCLUDED IN THE BID PRICE FOR CONTRACT ITEMS.
16. UNUSABLE EXCAVATED MATERIALS AND EXCESS MATERIAL SHALL BECOME THE PROPERTY OF THE CONTRACTOR. THE CONTRACTOR SHALL DISPOSE OF ALL SUCH MATERIAL AND AN OFF SITE LOCATION PROVIDED BY THE CONTRACTOR. (NO SEPARATE PAY)
17. THE CONTRACTOR SHALL ADHERE TO ALL CURRENT MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY GUIDELINES.
18. CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR FINISHING THE CONSTRUCTION PLAN.
19. THE CONTRACTOR SHALL HAVE A COMPETENT AND EXPERIENCED SUPERINTENDENT ON THE PROJECT SITE AT ALL TIMES. THE SUPERINTENDENT SHALL NOT OPERATE EQUIPMENT WHILE ON THE PROJECT SITE. WORK ON THE PROJECT SHALL STOP IF THE ASSIGNED PROJECT SUPERINTENDENT IS NOT ON SITE.
20. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MATERIAL TESTING BY AN INDEPENDENT LABORATORY APPROVED BY THE ENGINEER.
21. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY TEMPORARY DIVERSION DITCHES REQUIRED FOR CONSTRUCTION OF BOX CULVERTS (NO SEPARATE PAY).
22. CONTRACTOR SHALL PROVIDE ACCESS TO ALL BUSINESSES AND RESIDENCES AT ALL TIMES DURING CONSTRUCTION.
23. ANY DISTURBANCE TO EXISTING STREETS AND DRIVEWAYS SHALL BE REPAIRED IN KIND, UNLESS OTHERWISE NOTED. PRIOR TO THE BEGINNING OF ANY EXCAVATION, ALL EXISTING PAVEMENT SHALL BE SCORED OR SAW CUT TO A DEPTH SUCH THAT A STRAIGHT AND UNIFORM VERTICAL EDGE IS ESTABLISHED PRIOR TO REMOVAL OF SAID PAVEMENT FROM THE PROJECT AND SHALL BE REMOVED AND DISPOSED OF OFF-SITE AT A LOCATION PROVIDED BY THE CONTRACTOR. NO SEPARATE PAY FOR PAVEMENT REMOVAL AND DISPOSAL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPLACEMENT OF EXISTING STRIPING IN KIND (IF EXISTING) IN ALL DISTURBED PAVED AREAS (NO SEPARATE PAY).
24. MAINTENANCE OF TRAFFIC WILL BE IN ACCORDANCE WITH THE CURRENT EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. (SEE SHEET 6351 FOR TEMPORARY LANE CLOSURE DETAILS) THE CONTRACTOR SHALL SUBMIT A DETAIL TRAFFIC CONTROL PLAN FOR THE ENTIRE PROJECT TO THE ENGINEER FOR APPROVAL PRIOR TO CONSTRUCTION.
25. ALL MAIL BOXES, SIGNS, FENCES AND GATES THAT CONFLICT WITH CONSTRUCTION SHALL BE REMOVED AND RESET (NO SEPARATE PAY). MAIL BOXES SHALL BE RESET AS DIRECTED BY THE CITY OF HATTIESBURG AND THE U.S. POSTAL SERVICE (NO SEPARATE PAY).
26. THE CONTRACTOR SHALL TAKE CARE NOT TO DAMAGE ANY EXISTING STRUCTURES, PAVEMENTS OR ANY OTHER SITE COMPONENTS NOT DESIGNATED FOR DEMOLITION AND REMOVAL. ANY SUCH ITEMS WHICH ARE DAMAGED SHALL BE REPAIRED SOLELY AT THE CONTRACTOR'S EXPENSE.
27. EXISTING PIPES TO REMAIN IN PLACE WITHIN THE CONSTRUCTION LIMITS SHALL BE CLEANED OF ALL FOREIGN MATERIAL PRIOR TO FINAL ACCEPTANCE (NOT A SEPARATE PAY ITEM).
28. FLUORESCENT ORANGE SHEETING SHALL BE USED ON ALL CONSTRUCTION AND TRAFFIC CONTROL SIGNS EXCEPT FOR THOSE DESIGNATED IN PLANS TO BE BLACK LEGEND AND BORDER ON WHITE BACKGROUND.
29. THE CONTRACTOR SHALL VERIFY AND/OR REESTABLISH ALL CENTERLINES AS DEFINED ON THESE PLANS AND SPECIFICATIONS.
30. THE LOCATION AND SPACING OF SIGNS SHOWN ON THE CONSTRUCTION SIGNING PLAN ARE APPROXIMATE AND MAY BE ADJUSTED AS NECESSARY TO FIT FIELD CONDITIONS.
31. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROJECT LOCATION PROCESSING, CONSTRUCTION STAKING PER SPECIFICATIONS.
32. THE CONTRACTOR SHALL REMOVE EXISTING PAVEMENTS, STRUCTURES, SOIL AND OTHER ITEMS AS INDICATED ON THE PLANS AND AS REQUIRED FOR PROJECT CONSTRUCTION AND SHALL BE DISPOSED OF OFF SITE AT THE CONTRACTOR'S EXPENSE.
33. THIS PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE "MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2017 OR LATEST EDITION." (PAY ITEM NUMBERS SHALL BE AS DEFINED IN THE PROPOSAL.)
34. PRIOR TO COMPLETION OF THE PROJECT, THE CONTRACTOR SHALL REMOVE ALL VEGETATION, SOIL AND DEBRIS FROM PAVEMENT, CURB AND SIDEWALK AREAS WITHIN THE PROJECT LIMITS. (NOT A SEPARATE PAY ITEM)
35. HOT MIX ASPHALT PAVEMENT SHALL BE COMPACTED WITH A STATIC ROLLER.
36. CONTRACTOR SHALL INSTALL TRAFFIC CONTROL DEVICES SUCH AS CONES, DRUMS, FLASHERS, BARRICADES, SIGNS, ETC., TO SAFELY CHANNEL OR DIRECT TRAFFIC. WHEN NECESSARY, FLAGGERS SHALL BE USED IN CONJUNCTION WITH TRAFFIC CONTROL DEVICES (FLAGGER AHEAD SIGN REQUIRED IN ADVANCE OF FLAGGERS EXCEPT DURING BRIEF PERIODS OR EMERGENCY SITUATIONS.)
37. TRAFFIC CONTROL DEVICES SHALL BE INSTALLED WHENEVER NECESSARY, REMAIN IN PLACE ONLY AS LONG AS THEY ARE NEEDED, AND REMOVED IMMEDIATELY THEREAFTER.
38. PAY FOR INSTALLATION, MAINTENANCE AND REMOVAL OF TRAFFIC CONTROL DEVICES WILL BE MADE UNDER PAY ITEM 618-A.
39. TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE APPLICABLE SPECIFICATIONS SEE SHEETS 6351 & 6358.
40. THESE ARE MINIMUM REQUIREMENTS AND IN NO WAY RELIEVE THE CONTRACTOR OF HIS OBLIGATION TO MAINTAIN TRAFFIC IN A SAFE MANNER.
41. SEE STANDARD DRAWINGS FOR CORRECT PLACEMENT AND INSTALLATION OF BARRICADES AND SIGNS.
42. ALL OTHER ITEMS NOT NOTED IN THE PROPOSAL, EXCEPT FOR WATER LINE ITEMS, SHALL BE INCLUDED IN BRIDGE REMOVAL.

EROSION CONTROL NOTES:

1. PROTECTING THE SITE FROM EROSION SHALL BE A REQUIREMENT OF THIS CONTRACT. THE EROSION CONTROL DEVICES REFERENCED IN THESE PLANS ARE A MINIMUM REQUIREMENT. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT SILT DOES NOT LEAVE THE CONSTRUCTION SITE OR CONTAMINATE WATERS OF THE U.S. DURING CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN THE PLAN DURING CONSTRUCTION. MAINTENANCE SHALL BE PERFORMED A MAXIMUM OF 24 HOURS AFTER SILT ACCUMULATION.
2. PROPER MAINTENANCE OF STREETS, INCLUDING DUST CONTROL, SHALL BE STRICTLY ADHERED TO.
3. TEMPORARY GRASSING: UNLESS OTHERWISE NOTED, ALL DISTURBED AREAS SHALL BE FERTILIZED AND SEEDED AS NOTED ON THE VEGETATION SCHEDULE, WITHIN 14 DAYS OF THE COMPLETION OF THE EARTHWORK. TEMPORARY GRASSING SHALL BE MAINTAINED DURING CONSTRUCTION.
4. PERMANENT GRASSING: UNLESS OTHERWISE NOTED, ALL DISTURBED AREAS SHALL BE FERTILIZED AND SEEDED WITH BERMUDA GRASS (20 LBS/ACRE) BETWEEN MARCH 1 AND SEPTEMBER 1. THE CONTRACTOR SHALL BE REQUIRED TO ESTABLISH A FULL COVERAGE OF PERMANENT GRASS GROWTH PRIOR TO COMPLETION OF THE PROJECT. CERTAIN AREAS NOTED ON THE EROSION CONTROL PLAN AS "SOD AREA" SHALL ONLY BE REQUIRED TO HAVE TEMPORARY GRASSING INSTALLED. SAID AREAS SHALL RECEIVE SOLID SOD, PROVIDED BY AND INSTALLED BY THE CONTRACTOR.
5. THE EROSION CONTROL MEASURES SHOWN ON THESE PLANS SHALL BE REQUIRED UNTIL GRASSING HAS BEEN ESTABLISHED TO THE SATISFACTION OF THE ENGINEER, EXCEPT AS NOTED IN NOTE No. 4 ABOVE.

LINETYPE AND SYMBOLS LEGEND:

- CONTROL MONUMENT
- FENCE LINE (EXIST) (ALL TYPES)
- FID – FIBER OPTIC INDICATOR POST (EXIST)
- GAS LINE (EXIST)
- GID – GAS ID POST (EXIST)
- GAS VALVE (EXIST)
- GUY WIRE (EXIST)
- HYDRANT (EXIST)
- IRRIGATION CONTROL VALVE (EXIST)
- MB – MAILBOX (EXIST)
- POWER LINE (OVERHEAD) (EXIST)
- PROPERTY LINE
- SANITARY SEWER LINE (EXIST)
- SANITARY SEWER MANHOLE (EXIST)
- SIGN (EXIST)
- TELEPHONE LINE (EXIST)
- TELEPHONE PEDESTAL (EXIST)
- UP – UTILITY POLE (EXIST)
- WATER LINE (EXIST)
- WM – WATER METER (EXIST)
- WATER VALVE (EXIST)

ABBREVIATIONS LEGEND:

AC	– ACRES	LT	– LEFT
℄	– CENTERLINE	LF	– LINEAR FEET
CONC	– CONCRETE	MH	– MANHOLE
E:	– COORDINATES EASTING	(N)	– NORTH
N:	– COORDINATES NORTHING	NO.	– NUMBER
CMP	– CORRUGATED METAL PIPE	PVC	– POLYVINYL CHLORIDE PIPE
CPP	– CORRUGATED PLASTIC PIPE	RCP	– REINFORCED CONCRETE PIPE
CM	– CRAPE MYRTLE	RCAP	– REINFORCED CONCRETE ARCH PIPE
CY	– CUBIC YARD	REQ'D	– REQUIRED
DBL	– DOUBLE	RT	– RIGHT
DS	– DOWNSTREAM	ROW	– RIGHT OF WAY
D.A.	– DRAINAGE AREA	(S)	– SOUTH
(E)	– EAST	STA	– STATION
EXIST	– EXISTING	TYP	– TYPICAL
XST	– EXISTING STORM SEWER	US	– UP STREAM
ELEV	– ELEVATION	VAR	– VARIABLE
FT	– FEET	(W)	– WEST
FL	– FLOW LINE	W/	– WITH
HW25	– HIGH WATER 25 YEAR		

WATER NOTES

1. ALL WORK ITEMS FOR WHICH NO PAY ITEMS ARE ESTABLISHED SHALL BE ABSORBED IN THE COST OF THE PIPE LAYING OPERATION.
2. NO PIPE SHALL BE LAID IN THE PRESENCE OF WATER.
3. WHERE THE WATER MAIN IS WITHIN 10 FEET OF A SEWER MAIN HORIZONTALLY, THE BOTTOM OF THE WATER MAIN SHALL BE AT LEAST 18" FROM THE TOP OF THE SEWER MAIN, UNLESS OTHERWISE NOTED.
4. THE COST OF CLEARING AND GRUBBING/REMOVAL AND DISPOSAL OF CLEARING AND GRUBBING MATERIAL SHALL TO BE INCLUDED IN THE PRICE OF THE PIPE LAYING OPERATION. OFFSITE DISPOSAL AREAS ARE TO BE FURNISHED BY THE CONTRACTOR.
5. ALL WATER PIPE SHALL BE DUCTILE IRON, CLASS 350, OR AS NOTED ON PLANS.
6. ALL FITTINGS AND VALVES SHALL BE DUCTILE IRON WITH CONCRETE THRUST BLOCK AT ALL BENDS AND RODDED TOGETHER WITH ALL THREAD ROD. ALL TEES AND VALVES SHALL BE RODDED TOGETHER AS ONE UNIT. VALVES AND FIRE HYDRANTS SHALL BE RODDED TOGETHER BUT SEPARATE FROM THE TEE AND OTHER VALVES. ALL FITTINGS, EXCEPT VALVES SHALL BE ABSORBED ITEMS.
7. ALL BENDS SHOWN IN THE PROPOSED WATERLINE SHALL BE ACCOMPLISHED THROUGH THE USE OF THE REQUIRED FITTINGS (22.5', 30', 45'...). SINGLE 90' BEND FITTINGS SHALL NOT BE PERMITTED UNLESS SPECIFICALLY NOTED ON THE PLANS AND/OR APPROVED BY THE ENGINEER. 90' BENDS SHALL BE ACCOMPLISHED BY USING MULTIPLE SMALLER BEND FITTINGS. BENDS SHOWN ON THE PLAN SHEETS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO BIDDING AND CONSTRUCTION. ONLY MAJOR BENDS ARE SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FITTINGS NECESSARY TO INSTALL THE PROPOSED WATER LINE. (NO SEPARATE PAY) TEES AND CROSSES SHALL BE PAID FOR UNDER THE CONNECTION ITEM.
8. FULL LENGTH PIPE SECTIONS ARE REQUIRED BEFORE AND AFTER ALL FITTINGS.
9. ALL VALVES NOTED ON THESE PLANS SHALL BE GATE VALVES, UNLESS OTHERWISE NOTED.
10. ALL MATERIALS FOR THE PROJECT SHALL BE A PRODUCT OF THE U.S.A.
11. ALL EXISTING WATER LINES NOTED FOR ABANDONMENT ON THIS PROJECT SHALL BE COMPLETELY DISCONNECTED FROM THE EXISTING SYSTEM AND CAPPED.
12. PRESSURE TESTS WILL BE REQUIRED ON ALL WATER MAIN INSTALLED.
13. ALL NEW CONSTRUCTION TO BE FLUSHED WITH CLOSE SUPERVISION OF THE SYSTEM OPERATOR.
14. ALL BACTI-SAMPLES SHALL BE TAKEN BY THE SYSTEM OPERATOR OR HIS REPRESENTATIVES. ANY AND ALL SAMPLING FEES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
15. ALL ITEMS NOTED FOR REMOVAL IN THESE PLANS, SHALL BE SALVAGED FOR THE OWNER. ALL FIRE HYDRANTS AND VALVES REMOVED FROM THE PROJECT SHALL BE CLEANED BY POWER WASHING. SAID ITEMS SHALL BE STACKED AND SECURED ON PALLETS. SAID ITEMS SHALL BECOME THE PROPERTY OF THE OWNER AND DELIVERED TO A SITE DETERMINED BY THE OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SECURITY OF SAID ITEMS PRIOR TO DELIVERY TO THE OWNER AND FOR REPLACEMENT IN KIND FOR ANY MISSING ITEMS. (NO SEPARATE PAY)

NO.	DATE	DESCRIPTION	BY

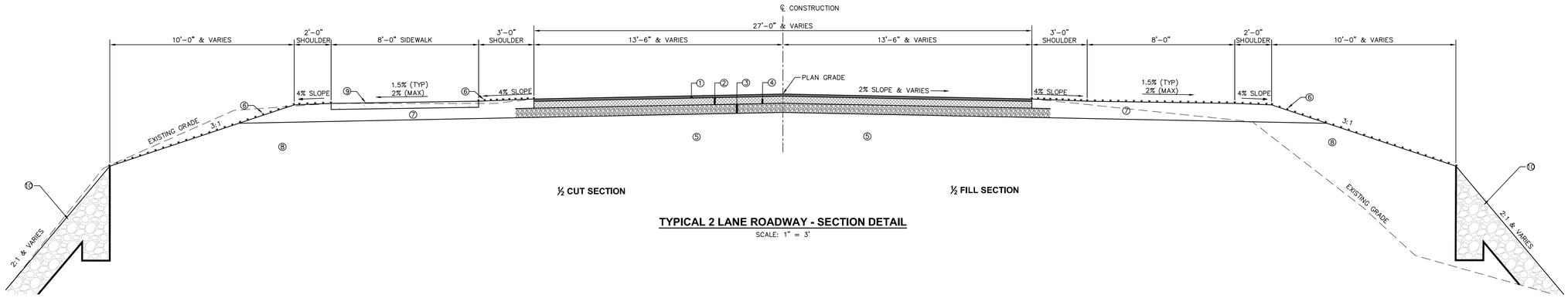
GENERAL NOTES

CAMPBELL LOOP BRIDGE REPLACEMENT
CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI

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Date: 11-25-2020	Scale: NONE
Drawing No.: 12211	Sheet No. 02

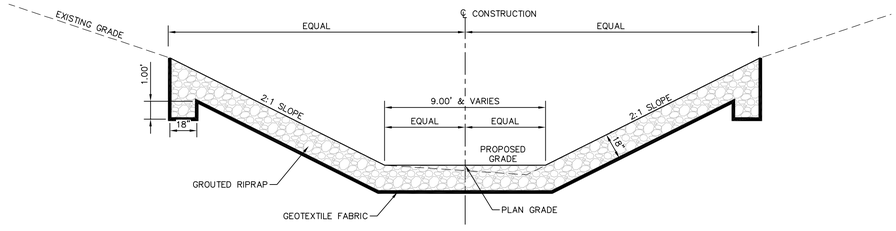
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½ CUT SECTION **½ FILL SECTION**

TYPICAL 2 LANE ROADWAY - SECTION DETAIL

SCALE: 1" = 3'



TYPICAL DITCH SECTION

SCALE: 1" = 4'

① 1½" 9.5mm HOT BITUMINOUS ASPHALT (1 @ 1½" LIFTS)
② 4½" 19mm HOT BITUMINOUS ASPHALT (2 @ 2¼" LIFTS)
③ 6" DEPTH CRUSHED AGGREGATE (SIZE 610), COMPACTED TO 95%
④ VARIABLE DEPTH PAVEMENT TO BE REMOVED
⑤ EXISTING ROADWAY & SUBGRADE
⑥ GRASSING – SEE VEGETATION SCHEDULE
⑦ 6" & VARIABLE DEPTH GRANULAR MATERIAL (CL 9, GP C) COMPACTED TO 95%
⑧ VARIABLE DEPTH FILL MATERIAL (CL B9) COMPACTED TO 95%
⑨ 4" DEPTH 3000 PSI NON-REINFORCED CONCRETE
⑩ GROUTED RIPRAP W/ GEOTEXTILE FABRIC

NO.	DATE	DESCRIPTION	BY

TYPICAL SECTION DETAILS

CAMPBELL LOOP BRIDGE REPLACEMENT
CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI

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Date: 11/23/2020	Scale: AS NOTED
Drawing No.: 12211	Sheet No. 03

G:\PROJECTS\Hattiesburg_City of\12211 - Campbell Loop Bridge Replacement\12211 CAD Files\12211_Typical Sections.dwg, 03, 11/24/2020 12:28:23 PM

WORLD OF FAITH CHRISTIAN CENTER
OWNERS
52 BROADACRES DR

BUILDING (EXIST)

BENCH MARK ELEVATION 163.09
1/2" CAPPED REBAR
103.3 FT LT STA 15+65.20

CONTROL MONUMENT 1
1/2" CAPPED REBAR
N 673,520.18
E 823,293.38
103.3 FT LT STA 15+65.20

CONTROL MONUMENT 2
1/2" CAPPED REBAR
N 674,131.35
E 823,542.76
687.7 FT LT STA 18+72.10

BRANCH CONNECTION (REQ'D)

456 SY GROUTED RIPRAP (REQ'D)

GRADE TO DRAIN (REQ'D)

40LF 36"X 23" RCAP (REQ'D)

PC-1 (REQ'D)

12"WATER LINE (EXIST) SHALL BE LOWERED IN PLACE (REQ'D)

12"INSERT-A-VALVE (REQ'D)

36"x23" RCAP (EXIST)

TOP OF BANK (EXIST)
RIP RAP (EXIST)
TOE OF BANK (EXIST)
80' EASEMENT
TRIBUTARY
EXISTING RIPRAP SHALL BE REMOVED & REUSED AS DIRECTED (REQ'D)
REPAIR WASHOUT W/LOOSE RIPRAP (SIZE 200) (REQ'D)

12"GATE VALVE (REQ'D)

8' CONC. SIDEWALK (REQ'D)

BEGIN WORK STA 14+45.56

EXISTING RIPRAP SHALL BE REMOVED & REUSED AS DIRECTED (REQ'D)

BRIDGE (EXIST) SHALL BE REMOVED (REQ'D)

REMOVE 3 SY OF CONC. CURB (REQ'D)

END WORK STA 15+85.31

CAMPBELL LOOP

ASPHALT SHOULDER (EXIST)

18" CPP (EXIST)

XSTINLET-3 (EXIST) STA 12+81.07 RT

XSTINLET-1 (EXIST) STA 13+20.26 RT

XSTINLET-2 (EXIST) STA 14+17.23 RT

TEMPORARY EASEMENT (REQ'D)

5 SY CONCRETE FLUME (EXIST) SHALL BE REMOVED (REQ'D)

532 SY GROUTED RIPRAP (REQ'D)

CONCRETE PARKING LOT (EXIST)

CRAFT BROTHERS INVESTMENTS, LLC
OWNERS
500 CAMPBELL LOOP

BROADACRES DR
40' EASEMENT
CONCRETE CURB & GUTTER (EXIST)
APPARENT ROW LINE (EXIST)
60' ROW
TREELINE (EXIST)

① **NOTE:** TYPE D CURB CUT RAMP (REQ'D)

SIDNEY MALONE
OWNER

MIXONS CREEK

STATE OF MISSISSIPPI
OWNER

STA. 15+20.37
D.A. 397 AC. SKEW: 45° RT FWD
108.55' - DBL 8'x8' BOX CULVERT (REQ'D)
2:1 WINGS (REQ'D)
LENGTH ALONG CL = 25.80'

LOW PT. STA: 15+31.14
LOW PT ELEV: 163.83
PVI STA: 15+15.44
PVI ELEV: 163.12
K: 32.86
CL: 139.75'

XSTINLET-1 (EXIST)
STA 13+20.26 RT
TOP = 165.13
INV IN = 161.31(18")(W)
INV OUT = 161.31(18")(E)

XSTINLET-2 (EXIST)
STA 14+17.23 RT
TOP = 164.05
INV IN = 160.29(18")(W)
INV OUT = 160.29(18")(E)

BEGIN WORK BVCS: 14+45.56
STA 14+45.56 BVCE: 164.94

MH H94 (EXIST)
STA 15+44.25 LT
TOP = 163.75
INV IN = 151.65(24")(W)
INV IN = 151.65(24")(W)
INV OUT = 151.65(24")(E)

END WORK EVCS: 15+85.31
STA 15+85.31 EVCE: 164.27

12" WATER LINE (EXIST)
45° BEND
PROPOSED GRADE
EXISTING GRADE
3.0' (MIN) (VERIFY)
40LF 36"X 23" RCAP (REQ'D) FL 156.90
18" CPP (EXIST) (RT) DS FL = 159.57
12"GATE VALVE (REQ'D)
HW25 = 156.13
12"INSERT-A-VALVE (REQ'D)
36"x23" RCAP (EXIST) (LT) US FL = 158.68 DS FL = 157.39
US FL = 150.97 DS FL = 150.43
12" DUCTILE IRON WATER LINE (REQ'D)
24" DUCTILE IRON SEWER @±0.45% (EXIST)(LT)
24" DUCTILE IRON SEWER @±0.09% (EXIST)(LT)
3'(MIN)
40 LF 16" STEEL CASING (OPEN CUT) 12" DI CARRIER (REQ'D)
BOTTOM OF BOX @ CROSSING ELEV:150.12

EXISTING GRADE
PROPOSED GRADE

12+00 13+00 14+00 15+00 16+00 17+00 18+00 18+60

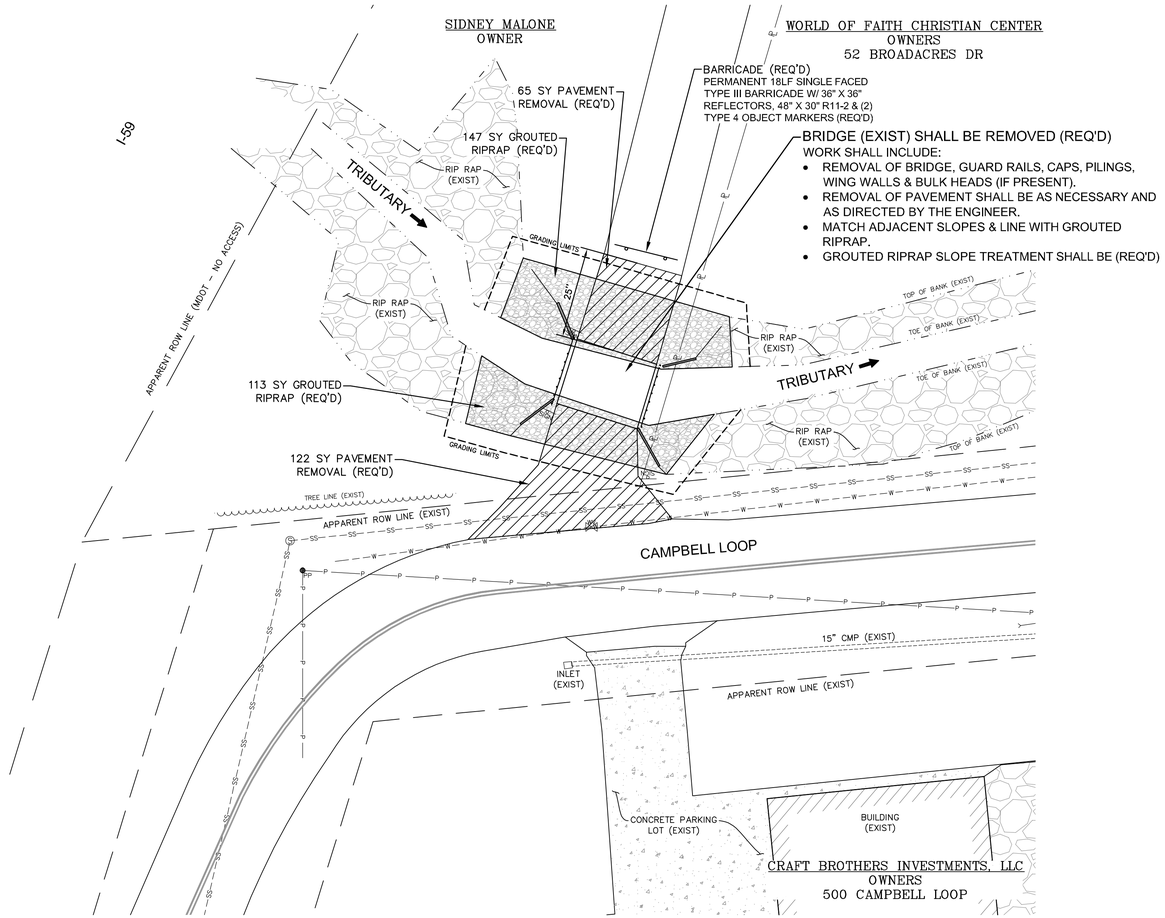
CAMPBELL LOOP BRIDGE REPLACEMENT
CITY OF HATTIESBURG , MS

DATE	REVISION	BY	
			DRAWN BY: BAK
			DATE: 11/25/2020
			CHECKED BY: JTW
			SCALE: 1"=20' H, 1"=5' V

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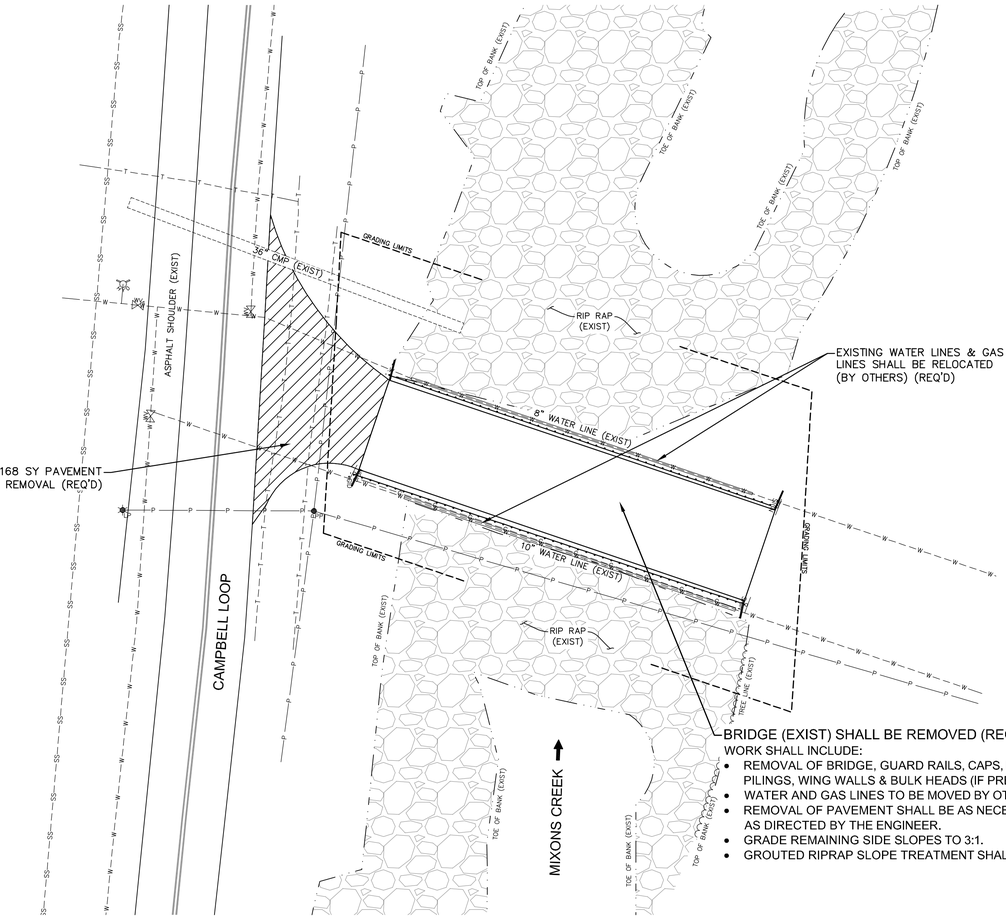
DRAWING NO. 12211
SHEET 04

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ADDITIVE ALTERNATE NO. 1

ADDITIONAL WORK



ADDITIVE ALTERNATE NO. 2

ADDITIONAL WORK

NO.	DATE	DESCRIPTION	BY

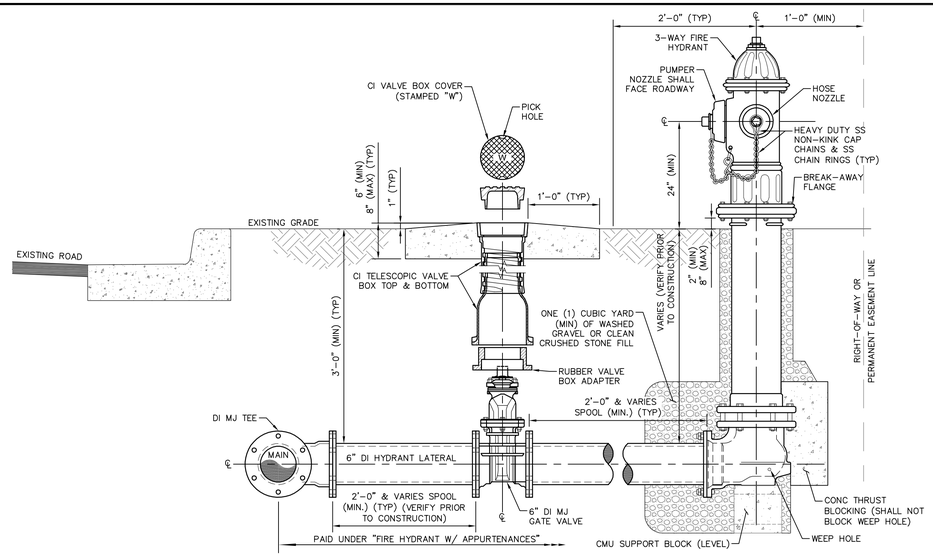
SITE PLAN

CAMPBELL LOOP BRIDGE REPLACEMENT
CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI

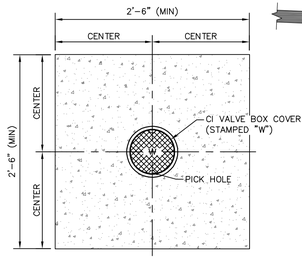
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Date: 11-23-2020	Scale: 1" = 20'
Drawing No.: 12211	Sheet No. 05

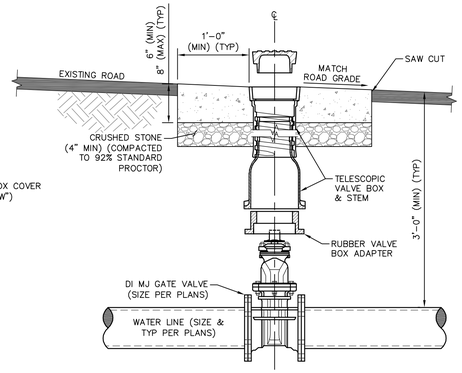
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TYPICAL FIRE HYDRANT DETAIL



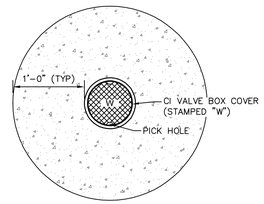
PLAN



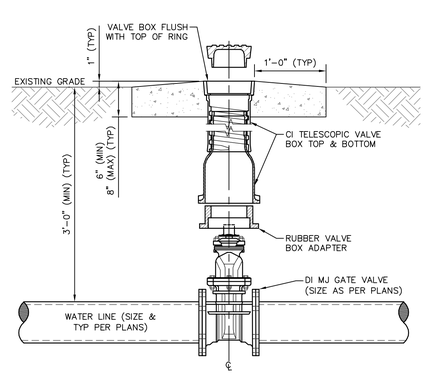
SECTION

GATE VALVE DETAIL

(PAVED AREA)



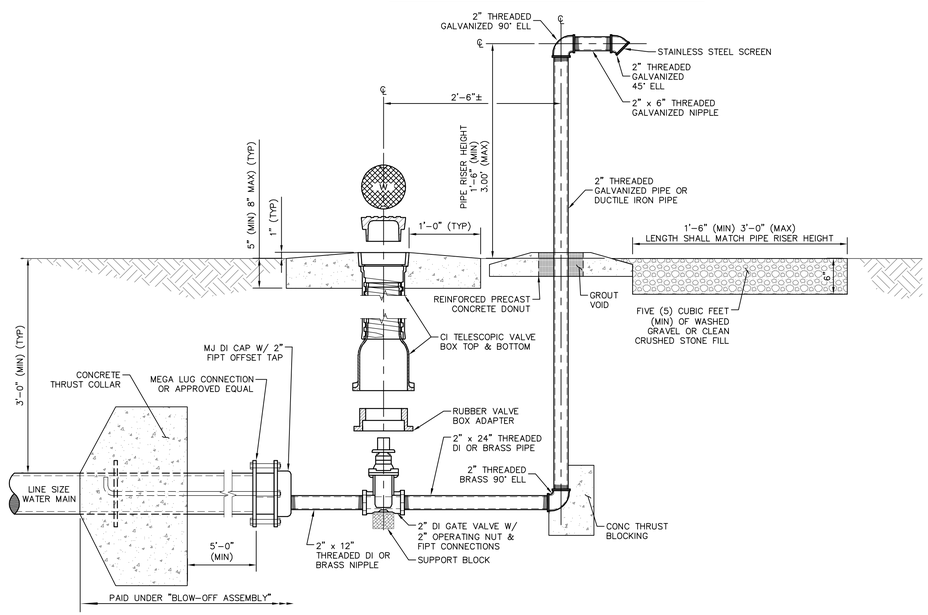
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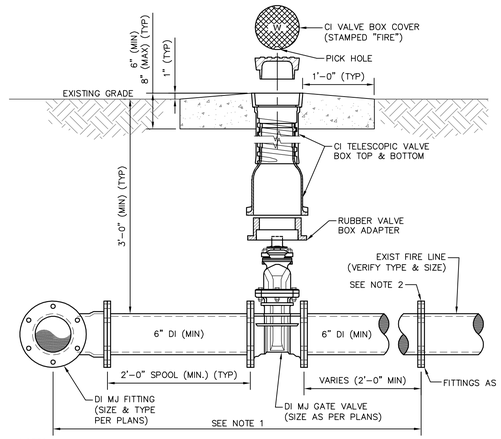
SECTION

GATE VALVE DETAIL

(UNPAVED AREA)



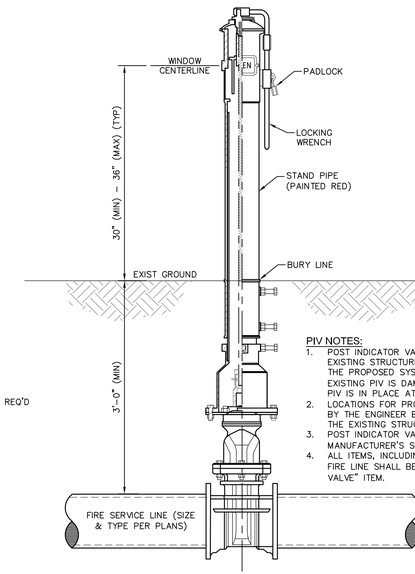
TYPICAL END OF LINE BLOW-OFF ASSEMBLY DETAIL



NOTES:
1. ALL ITEMS INCLUDING TEE CONNECTING TO MAIN, VALVE, PIPE, CONNECTION TO EXISTING FIRE LINE& DISCONNECTION OF EXISTING FIRE LINE FROM EXISTING SYSTEM MAIN SHALL BE PAID UNDER THE "FIRE SUPPRESSION SYSTEM CONNECTION" ITEM.
2. AFTER PROPOSED WATER MAINS (THIS PROJECT) HAVE BEEN COMPLETED, TESTED AND ACCEPTED: DISCONNECT EXISTING FIRE LINE AND RECONNECT TO PROPOSED MAINS (THIS PROJECT). EXISTING SYSTEM CONNECTIONS SHALL BE PLUGGED (COODINATE WITH EXISTING SYSTEM OWNERS).

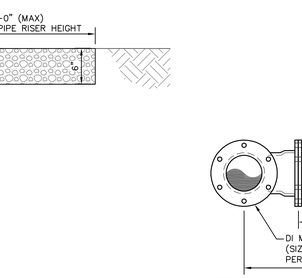
FIRE SUPPRESSION SYSTEM CONNECTION DETAIL

(UNPAVED AREA)



PIV NOTES:
1. POST INDICATOR VALVES SHALL BE REQUIRED AT ALL EXISTING STRUCTURES WHICH ARE BEING CONNECTED TO THE PROPOSED SYSTEM UNDER THIS PROJECT, IF THE EXISTING PIV IS DAMAGED AND/OR INOPERABLE OR IF NO PIV IS IN PLACE AT THE TIME OF CONNECTION.
2. LOCATIONS FOR PROPOSED PIV'S SHALL BE AS DIRECTED BY THE ENGINEER BUT SHALL BE AT LEAST 40 FEET FROM THE EXISTING STRUCTURE AND CLEARLY VISIBLE.
3. POST INDICATOR VALVES SHALL BE INSTALLED AS PER THE MANUFACTURER'S SPECIFICATIONS AND AS DETAILED HERE.
4. ALL ITEMS, INCLUDING POSSIBLE INSTALLATION ON EXISTING FIRE LINE SHALL BE PAID UNDER THE "POST INDICATOR VALVE" ITEM.

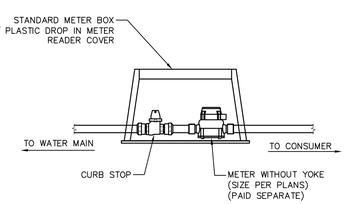
POST INDICATOR VALVE DETAIL



HEAVY DUTY COVER & FRAME V-1115 OR USF 370 WITH OUT HOLES ONLY

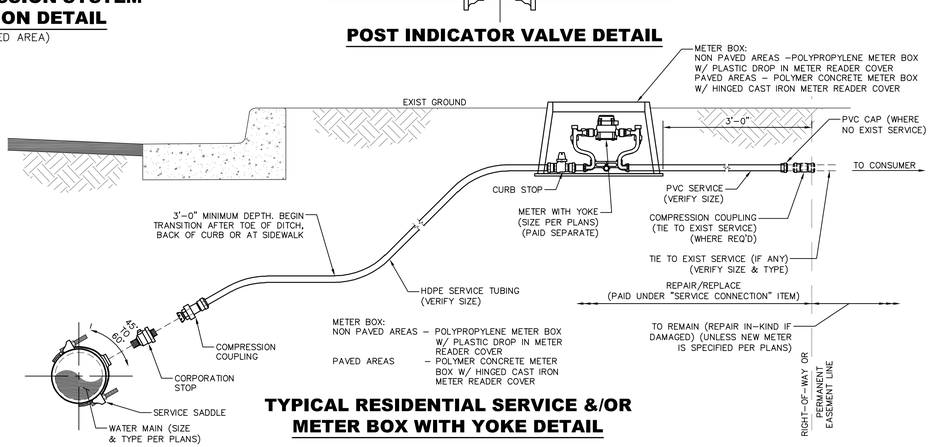
HEAVY DUTY WATERTIGHT COVER & FRAME V-2115-3 AGS WITH OUT HOLES, WITH GASKET & BOLTS ONLY

FIRE DEPT. CONNECTION DETAIL



METER BOX WITHOUT YOKE DETAIL

(FOR REPAIR ONLY)



TYPICAL RESIDENTIAL SERVICE &/OR METER BOX WITH YOKE DETAIL

NO.	DATE	DESCRIPTION	BY

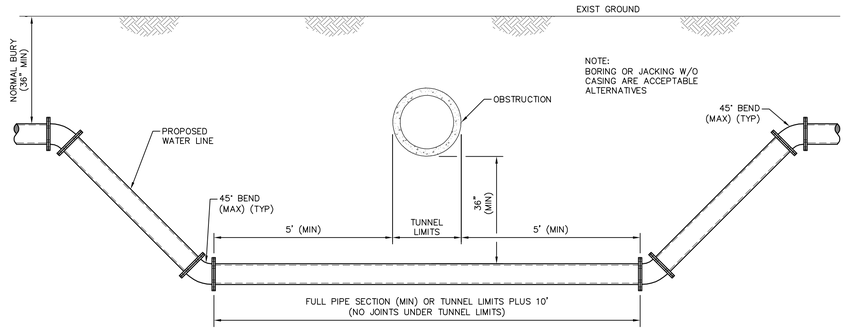
WATER INSTALLATION DETAILS

CAMPBELL LOOP BRIDGE REPLACEMENT
CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI

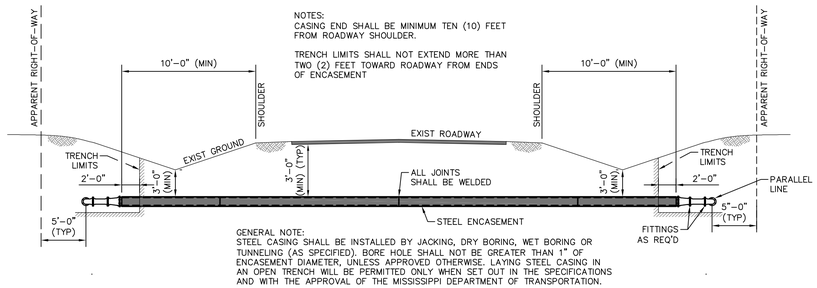
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Date: 11-23-2020	Working No. WTRD1	
Drawing No.: 12211	Sheet No. 06	

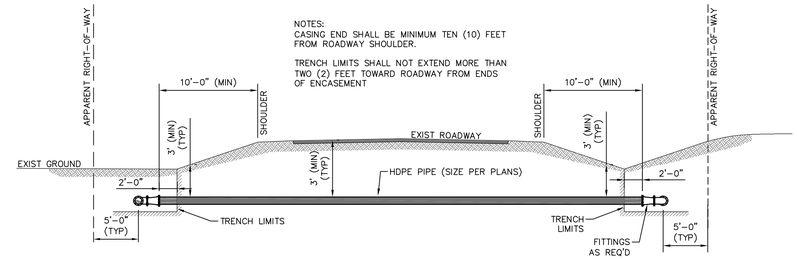
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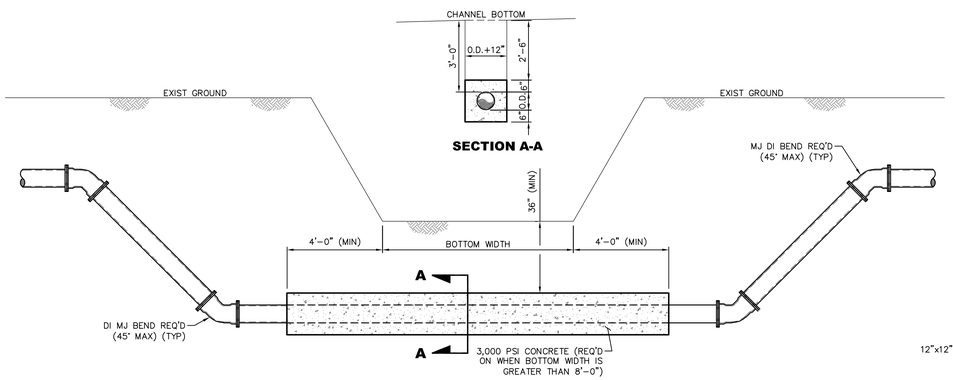
OBSTRUCTION CROSSING DETAIL



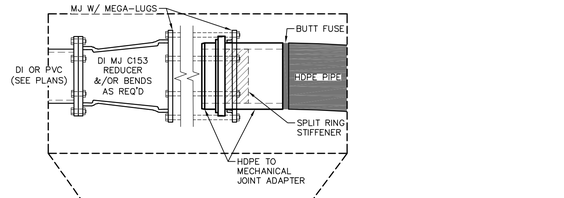
BORED ROADWAY CROSSING & WATER LINE PARALLELING

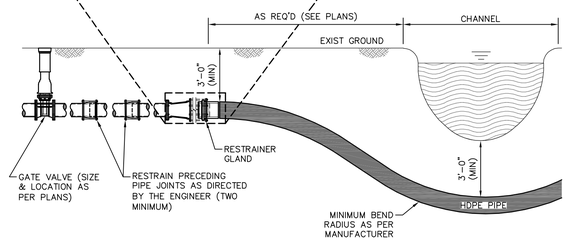


HDPE DIRECTIONAL BORE ROADWAY CROSSING & WATER LINE PARALLELING



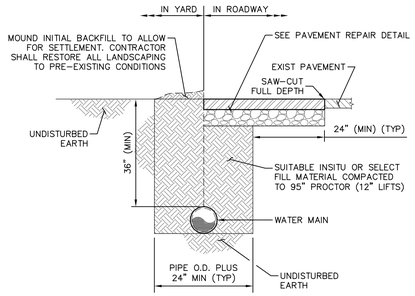
OPEN CUT DRY CHANNEL CROSSING DETAIL (NON-PAVED)



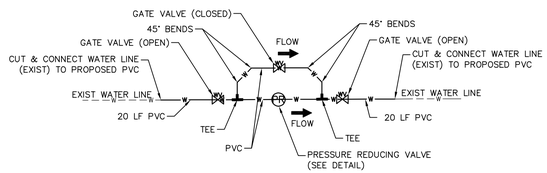


DIRECTIONAL BORE CHANNEL CROSSING DETAIL

(LEFT HALF SHOWN, RIGHT HALF SIMILAR)

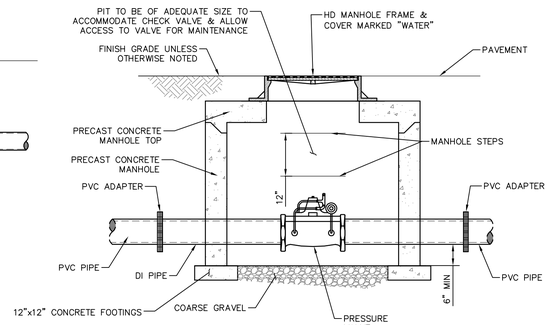


TYPICAL TRENCH DETAIL



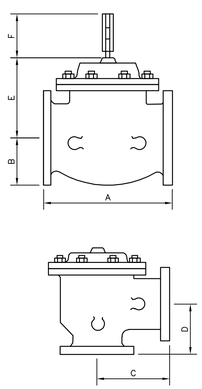
PRESSURE REDUCING VALVE WITH BYPASS DETAIL

NOTE:
ALL ITEMS SHOWN IN DETAIL ARE INCLUDED IN PRESSURE REDUCING VALVE BID ITEM.



HEAVY DUTY COVER & FRAME V-1115 OR USF 370 WITH OUT HOLES ONLY

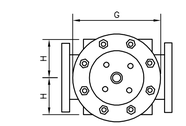
HEAVY DUTY WATERTIGHT COVER & FRAME V-2115-3 AGS WITH OUT HOLES, WITH GASKET & BOLTS ONLY

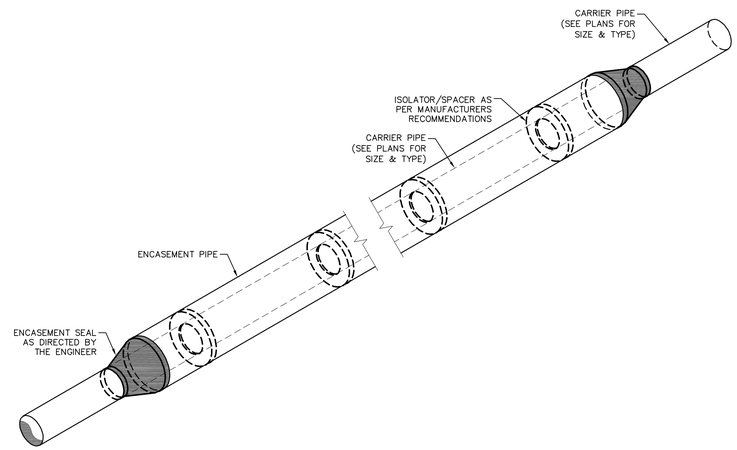


PRESSURE REDUCING VALVE DETAIL

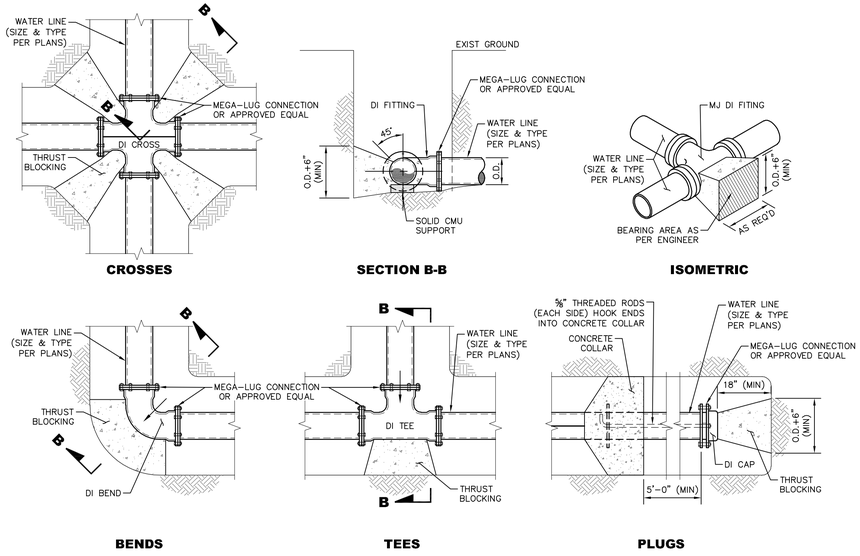
PRESSURE VALVE DIMENSIONS (INCHES)

DIM	ANSI CLASS	VALVE SIZE (INCHES) 3	4	6	8
A	SE	11¼	–	–	–
	150	10½	13½	17¾	25⅜
	300	11¼	14⅜	18⅝	26⅜
B	SE	2¼	–	–	–
	150	3¾	4½	5½	6¾
	300	4⅛	5	6¼	7½
C	SE	5²⁵/₃₂	–	–	–
	150	6	7⅝	10	13³⁄₁₆
	300	6⅜	7¹⁵/₁₆	10½	13¹⁷⁄₁₆
D	SE	5⅛	–	–	–
	150	4	5¹⁄₁₆	6	8½
	300	4⅜	5⅜	6½	9
E	ALL	7	8	10	11⅞
F	ALL	3⅞	3⅞	3⅞	6⅜
G	ALL	7¹⁵/₁₆	10	14	21
H	ALL	11	12	13	14





CARRIER PIPE SUPPORT IN STEEL ENCASEMENT ISOMETRIC DETAIL



THRUST BLOCKING DETAILS

NO.	DATE	DESCRIPTION	BY

WATER INSTALLATION DETAILS

CAMPBELL LOOP BRIDGE REPLACEMENT
CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI

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Date: 11-23-2020	Working No. WTRD2		
Drawing No.: 12211	Sheet No. 07		

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VEGETATION SCHEDULE

		EROSION CONTROL ITEMS	SEASONAL APPLICATIONS - DATES & RATES				REQUIREMENTS
			SPRING & SUMMER		FALL & WINTER		
		ITEMS	RATES	DATES	RATES	DATES	
⑦		TOPSOIL FOR SLOPE TREATMENT (LVM)	4" THICK	MARCH 1 TO SEPTEMBER 1	4" THICK	SEPTEMBER 1 TO MARCH 1	TOPSOIL REQUIRED ON SLOPES DETERMINED BY THE ENGINEER DURING CONSTRUCTION
		STANDARD GROUND PREPARATION	PER SQ. FT.	MARCH 1 TO SEPTEMBER 1	PER SQ. FT.	SEPTEMBER 1 TO MARCH 1	GROUND PREPARATION REQUIRED ON AREAS TO RECEIVE SOLID SODDING OR SEEDING, AS APPLICABLE
		AGRICULTURAL LIMESTONE	3 TONS / ACRE	MARCH 1 TO SEPTEMBER 1	3 TONS / ACRE	SEPTEMBER 1 TO MARCH 1	LIMESTONE SHALL BE MECHANICALLY SPREAD UNIFORMLY AND INCORPORATED INTO THE SOIL PRIOR TO PLANTING
		COMBINATION FERTILIZER (13–13–13)	1000 LBS / ACRE	MARCH 1 TO SEPTEMBER 1	1000 LBS / ACRE	SEPTEMBER 1 TO MARCH 1	FERTILIZER SHALL BE MECHANICALLY SPREAD UNIFORMLY AND INCORPORATED INTO THE SOIL PRIOR TO PLANTING
①		SUPER PHOSPHATE	0.5 TON / ACRE (EST)	MARCH 1 TO SEPTEMBER 1			SUPER PHOSPHATE (FOR BID ITEM PURPOSES)
②		SEEDING (BERMUDA GRASS)	20 LBS / ACRE	MARCH 1 TO SEPTEMBER 1	20 LBS / ACRE	SEPTEMBER 1 TO MARCH 1	SEED REQUIRED ON DISTURBED AREAS. UNHULLED SEED MAY BE REQUIRED DURING THE DORMANT SEASON AS DIRECTED
③⑤		SEEDING (TALL FESCUE)			15 LBS / ACRE	AUGUST 15 TO MARCH 15	SEED REQUIRED IN DISTURBED AREAS
③⑤		SEEDING (CRIMSON CLOVER)			20 LBS / ACRE	AUGUST 15 TO MARCH 15	SEED REQUIRED ON DISTURBED AREA
⑥		VEGETATIVE MATERIAL FOR MULCH	2 TONS / ACRE (EST)	MARCH 1 TO SEPTEMBER 1	2 TONS / ACRE (EST)	SEPTEMBER 1 TO MARCH 1	THE ENGINEER WILL DESIGNATE THE RATES OF APPLICABLE (SEE SUBSECTION 215–03.3)
		SOLID SODDING	PER SQ. YD.	MARCH 1 TO SEPTEMBER 1	PER SQ. YD.	SEPTEMBER 1 TO MARCH 1	SOLID SOD REQUIRED ON AREAS SPECIFIED IN THE CONTRACT OR BY THE ENGINEER
		WATERING	20 GAL / S.Y. (EST)	MARCH 1 TO SEPTEMBER 1	20 GAL. / S.Y. (EST)	SEPTEMBER 1 TO MARCH 1	TO BE USED AS DIRECTED IN THE PLANTING AND ESTABLISHING OF SOLID SOD
④		INSECT PEST CONTROL	PER ACRE		PER ACRE		SEE SECTION 220
		TEMPORARY EROSION CONTROL ITEMS					
		LIGHT GROUND PREPARATION	PER SQ. YD.		PER SQ. YD.		APPROXIMATELY HALF SQ.YD. STANDARD GROUND PREPARATION
		COMBINATION FERTILIZER (13–13–13)	0.25 TONS/ ACRE		0.25 TONS/ ACRE		QUANTITY BASED ON LIGHT GROUND PREPARATION
		SEEDING (BROWN TOP MILLET)	20 LBS / ACRE	APRIL 1 TO AUGUST 31			QUANTITY BASED ON LIGHT GROUND PREPARATION
		SEEDING (RYE GRASS)			25 LBS / ACRE	SEPTEMBER 1 TO MARCH 31	QUANTITY BASED ON LIGHT GROUND PREPARATION
		SEEDING (OATS)			90 LBS / ACRE	SEPTEMBER 1 TO DECEMBER 15	QUANTITY BASED ON LIGHT GROUND PREPARATION
		VEGETATIVE MATERIAL FOR MULCH	1 TON / ACRE (EST)		1 TON / ACRE (EST)		QUANTITY BASED ON LIGHT GROUND PREPARATION

① ALL AREAS THAT HAVE BEEN VEGETATED, UNDER THIS CONTRACT, FOR AT LEAST (60) SIXTY DAYS, SHALL RECEIVE ADDITIONAL APPLICATION(S) OF FERTILIZER(S) OF THE TYPE(S) AND RATE(S) OF APPLICATIONS AS DETERMINED BY SOIL TEST OR AS DIRECTED DURING THE GROWING SEASONS THE CONTRACT IS IN FORCE. GROUND PREPARATION WILL NOT BE REQUIRED FOR THE ADDITIONAL APPLICATIONS.

② PROPOSAL QUANTITIES ESTIMATED ON THE BASIS THAT 100% OF THE ACREAGE WILL BE SEEDED.

③ PROPOSAL QUANTITIES ESTIMATED ON THE BASIS THAT 50% OF THE ACREAGE WILL BE SEEDED.

④ QUANTITY ESTIMATED ON THE BASIS THAT 50% OF THE ACREAGE VEGETATED MAY REQUIRED TREATMENT.

⑤ THIS ITEM MAY BE OMITTED ON AREAS SELECTED BY THE ENGINEER.

⑥ BAHIAGRASS WILL NOT BE PERMITTED AS A MULCH MATERIAL.

⑦ PROPOSAL QUANTITIES ESTIMATED ON THE BASIS THAT 75% OF THE ACREAGE SEEDED MAY REQUIRE TOPSOIL

TEMPORARY EROSION CONTROL ITEMS REQUIRED FOR DETOURS

ITEM	RATE	SEASONAL LIMITATIONS
STANDARD GROUND PREPARATION	---	---
COMBINATION FERTILIZER (13–13–13)	500 LBS/ACRE	---
SEEDING (BERMUDA GRASS)	10 LBS/ACRE	---
SEEDING (TALL FESCUE)	20 LBS/ACRE	AUGUST 15 TO MARCH 15
VEGETATIVE MATERIAL FOR MULCH	2 LBS/ACRE	---

NOTE: ALL VEGETATION ON THIS PROJECT SHALL BE PAID FOR UNDER AS OUTLINED IN THE BID PROPOSAL. ITEMS SHALL BE APPLIED USING THE RATES OF APPLICATION AS SHOWN ON THIS SHEET AND WILL NOT BE MEASURED FOR SEPARATE PAYMENT.

NO.	DATE	DESCRIPTION	BY

VEGETATION SCHEDULE

CAMPBELL LOOP BRIDGE REPLACEMENT
CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI

sdw Engineering Progress
301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sd-w.com

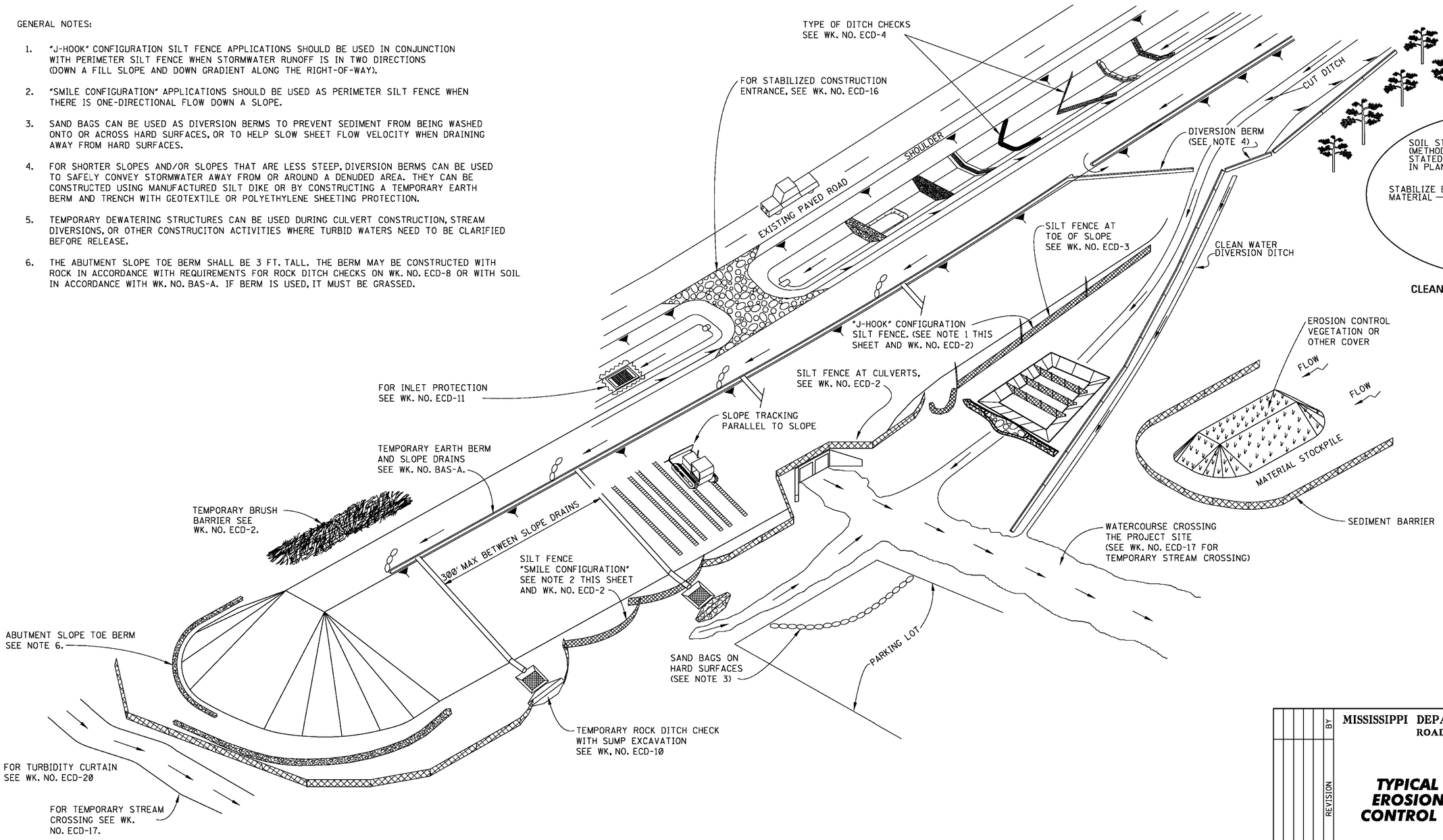
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Date: 11–19–2020	Scale: NONE
Drawing No.: 12211	Sheet No. 08

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STATE	PROJECT NO.
MISS.	

GENERAL NOTES:

1. "J-HOOK" CONFIGURATION SILT FENCE APPLICATIONS SHOULD BE USED IN CONJUNCTION WITH PERIMETER SILT FENCE WHEN STORMWATER RUNOFF IS IN TWO DIRECTIONS (DOWN A FILL SLOPE AND DOWN GRADIENT ALONG THE RIGHT-OF-WAY).
2. "SMILE CONFIGURATION" APPLICATIONS SHOULD BE USED AS PERIMETER SILT FENCE WHEN THERE IS ONE-DIRECTIONAL FLOW DOWN A SLOPE.
3. SAND BAGS CAN BE USED AS DIVERSION BERMS TO PREVENT SEDIMENT FROM BEING WASHED ONTO OR ACROSS HARD SURFACES, OR TO HELP SLOW SHEET FLOW VELOCITY WHEN DRAINING AWAY FROM HARD SURFACES.
4. FOR SHORTER SLOPES AND/OR SLOPES THAT ARE LESS STEEP, DIVERSION BERMS CAN BE USED TO SAFELY CONVEY STORMWATER AWAY FROM OR AROUND A DENUDED AREA. THEY CAN BE CONSTRUCTED USING MANUFACTURED SILT DIKE OR BY CONSTRUCTING A TEMPORARY EARTH BERM AND TRENCH WITH GEOTEXTILE OR POLYETHYLENE SHEETING PROTECTION.
5. TEMPORARY DEWATERING STRUCTURES CAN BE USED DURING CULVERT CONSTRUCTION, STREAM DIVERSIONS, OR OTHER CONSTRUCITON ACTIVITIES WHERE TURBID WATERS NEED TO BE CLARIFIED BEFORE RELEASE.
6. THE ABUTMENT SLOPE TOE BERM SHALL BE 3 FT. TALL. THE BERM MAY BE CONSTRUCTED WITH ROCK IN ACCORDANCE WITH REQUIREMENTS FOR ROCK DITCH CHECKS ON WK. NO. ECD-8 OR WITH SOIL IN ACCORDANCE WITH WK. NO. BAS-A. IF BERM IS USED, IT MUST BE GRASSED.



CLEAN WATER DIVERSION DITCH

BY	DATE	REVISION

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

TYPICAL TEMPORARY EROSION / SEDIMENT CONTROL APPLICATIONS

MDOT

WORKING NUMBER
ECD-1

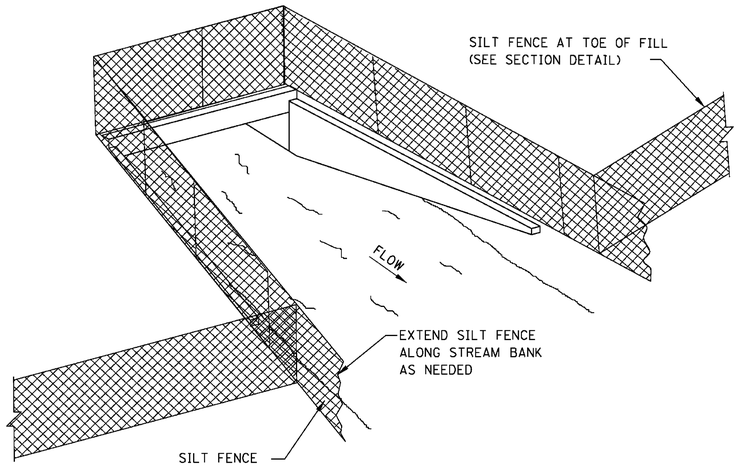
ISSUE DATE: AUGUST 01, 2017

SHEET NUMBER
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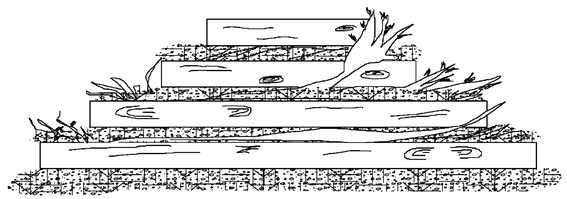
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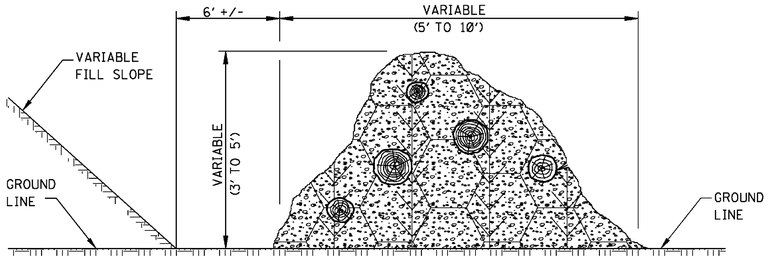
STATE	PROJECT NO.
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SEDIMENT BARRIER AT CROSS DRAIN



FRONT ELEVATION



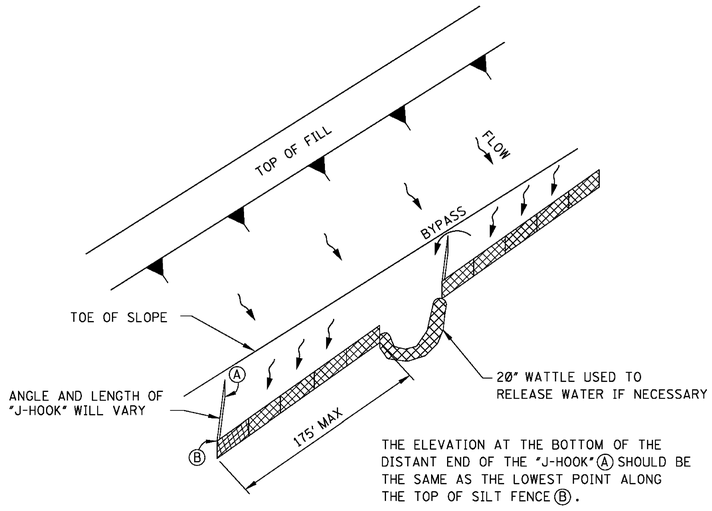
SIDE ELEVATION

TEMPORARY BRUSH BARRIER

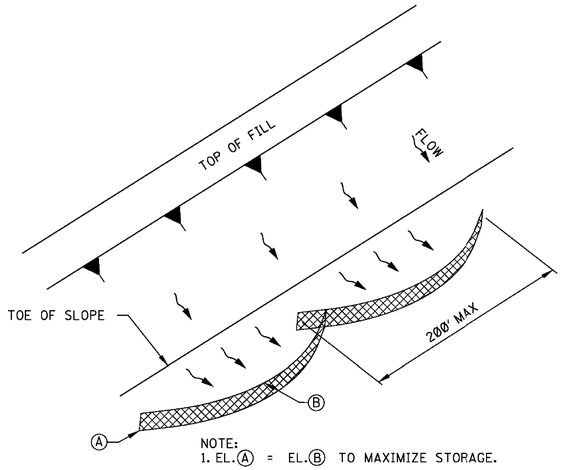
NOTES:

1. BRUSH BARRIER MAY BE USED WHERE NATURAL GROUND IS LEVEL OR SLOPING AWAY FROM PROJECT.
2. PLACE BRUSH, LOG AND TREE LAPS APPROXIMATELY PARALLEL TO TOE OF FILL SLOPE WITH SOME OF THE HEAVIER MATERIALS BEING PLACED ON TO TO PROPERLY SECURE THE BARRIER AS DETAILED AT LOCATIONS SHOWN ON PLANS OR AS DIRECTED OR PERMITTED BY THE ENGINEER.
3. TO ALLOW WATER TO SEEP THROUGH BRUSH BARRIER, INTERMINGLE THE BRUSH, LOG AND TREE LAPS SO AS NOT TO FORM A SOLID DAM.
4. THE BRUSH BARRIER MAY BE CHOKED WITH FILTER FABRIC. THE COST OF FABRIC TO BE INCLUDED IN OTHER ITEMS BID.
5. TEMPORARY BRUSH BARRIER WILL NOT BE MEASURED FOR SEPARATE PAYMENT.

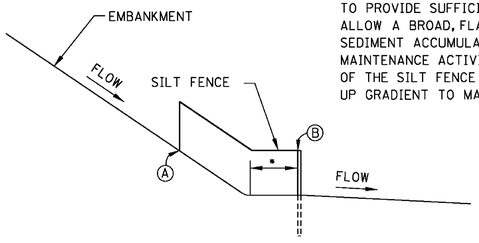
NOTE: ANCHOR AND INSTALL SILT FENCE PER DETAILS SHOWN ON WK. NO. ECD-3



"J–HOOK" SILT FENCE APPLICATION



"SMILE–CONFIGURATION" SILT FENCE APPLICATION



- SILT FENCE SHOULD BE LOCATED AWAY FROM THE TOE OF THE SLOPE TO PROVIDE SUFFICIENT SPACE TO ALLOW A BROAD, FLAT AREA FOR SEDIMENT ACCUMULATION AND MAINTENANCE ACTIVITIES. THE ENDS OF THE SILT FENCE SHOULD BE TURNED UP GRADIENT TO MAXIMIZE STORAGE.

SILT FENCE SECTION AT TOE OF FILL

BY	REVISION	DATE

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

DETAILS OF SEDIMENT BARRIER APPLICATIONS

WORKING NUMBER
ECD-2

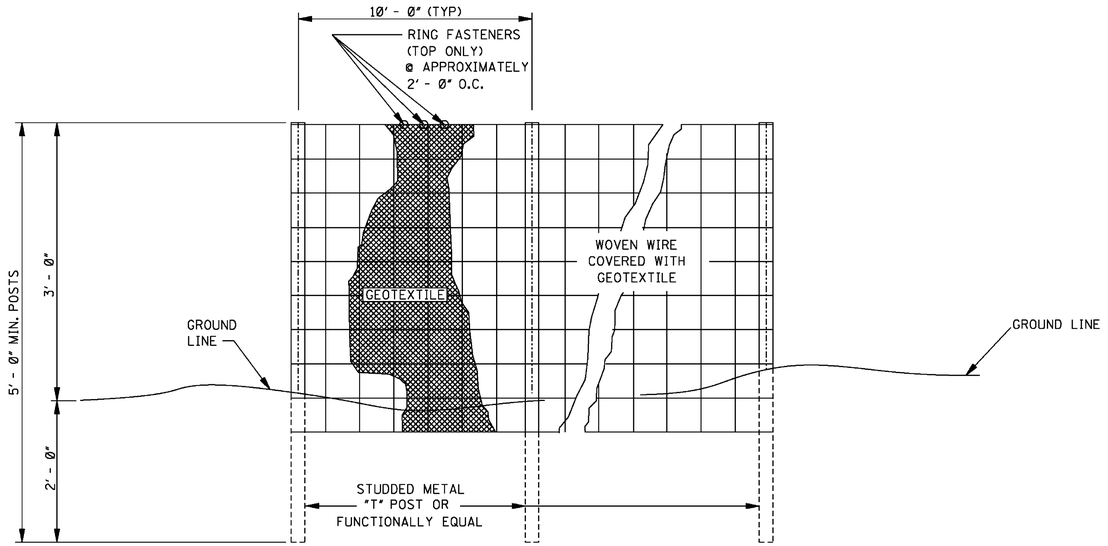
ISSUE DATE: AUGUST 01, 2017

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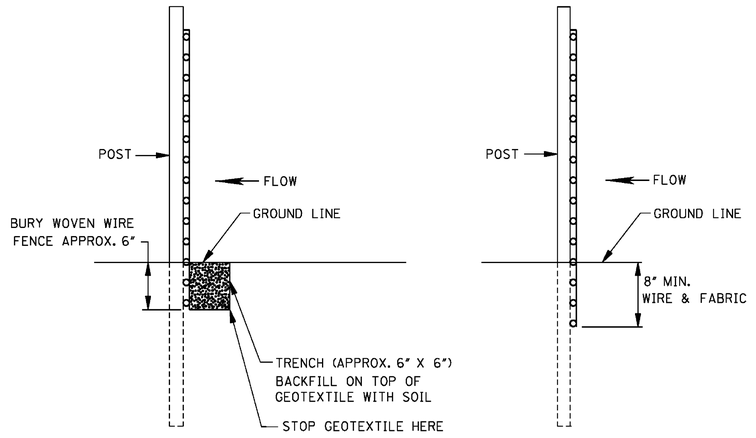
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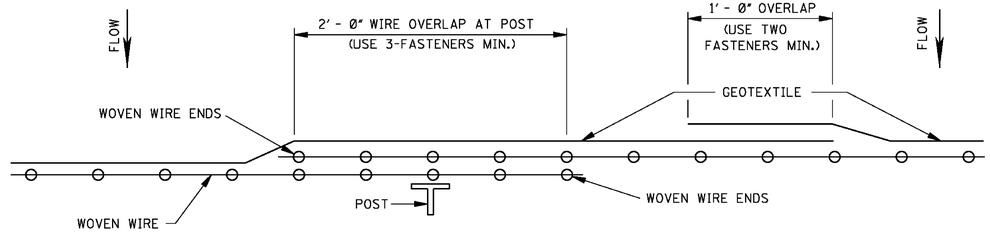


ELEVATION VIEW



METHOD I **METHOD II MECHANICAL INSTALLATION**

SIDE VIEW



PLAN VIEW

REQUIRED LAPPING

GENERAL NOTES:

1. SILT FENCES SHOULD BE USED IN AREAS WHERE FLOW IS NOT SEVERE.
2. SILT FENCES ARE TEMPORARY SEDIMENT CONTROL ITEMS THAT SHOULD BE ERECTED OPPOSITE ERODIBLE AREAS SUCH AS NEWLY GRADED FILL SLOPES AND ADJACENT TO STEAMS AND CHANNELS.
3. SILT FENCE SHOULD BE PLACED WELL INSIDE RIGHT-OF-WAY AND ALONG EDGE OF CLEARING LIMITS. THIS WILL ALLOW ROOM FOR BACK-UP FENCE IF FIRST FENCE BECOMES FULL.
4. WHENEVER POSSIBLE SILT FENCE SHOULD BE CONSTRUCTED ACROSS A LEVEL AREA IN THE SHAPE OF A SMILE. THIS AIDS IN PONDING OF RUNOFF AN FACILITATES SEDIMENTATION.
5. THE CONTRACTOR MAY ELECT TO USE EITHER METHOD I OR METHOD II. COST TO BE LINEAR FEET OF SILT FENCE.
6. METHOD II INSTALLATION SHALL BE ACCOMPLISHED USING AN IMPLEMENT THAT IS MANUFACTURED FOR THE APPLICATION AND PROVIDES A CONFIGURATION MEETING THE REQUIREMENTS OF DETAIL.
7. WIRE SHALL BE A MINIMUM OF 32" IN WIDTH AND SHALL HAVE A MINIMUM OF 6 LINE WIRES WITH 12" STAY SPACING.
8. GEOTEXTILE FABRIC MEETING THE TYPE II MATERIAL REQUIREMENTS AND INSTALLED ACCORDING TO SPECIFICATION MAY BE USED WITHOUT WIRE FENCE.

BY	REVISION	DATE

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

DETAILS OF SILT FENCE INSTALLATION

WORKING NUMBER ECD-3

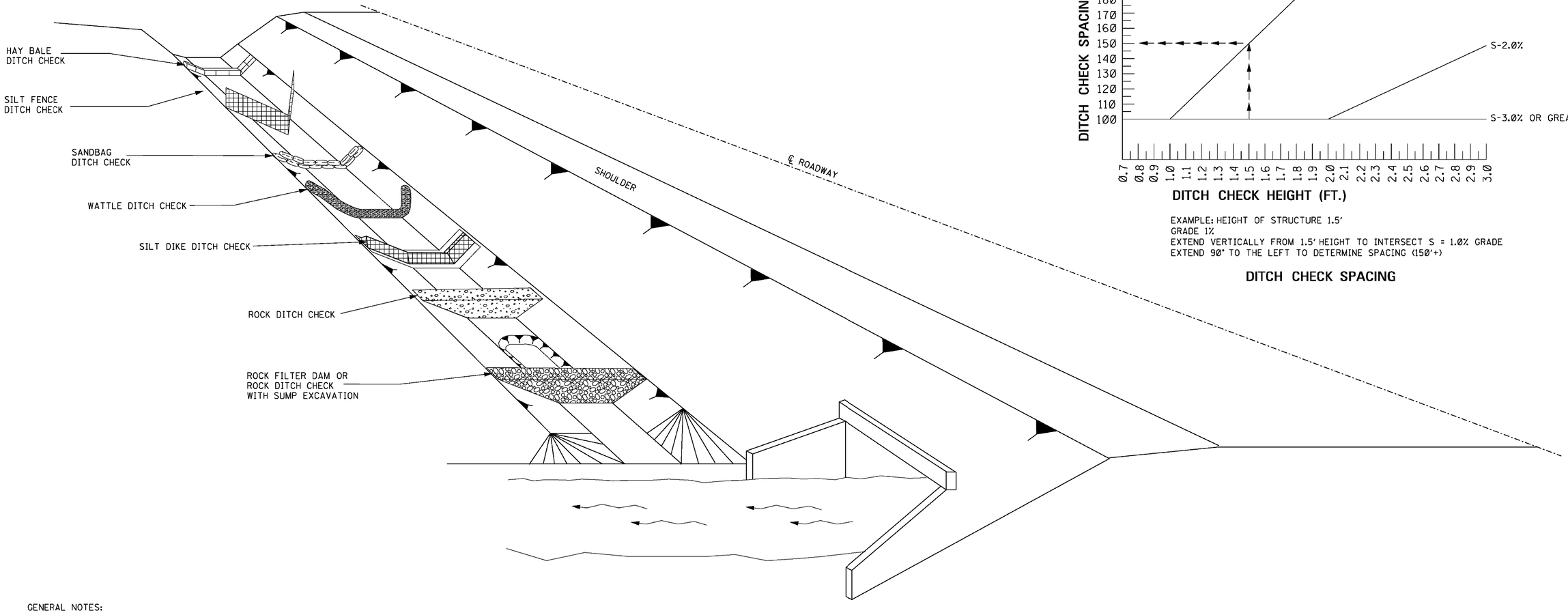
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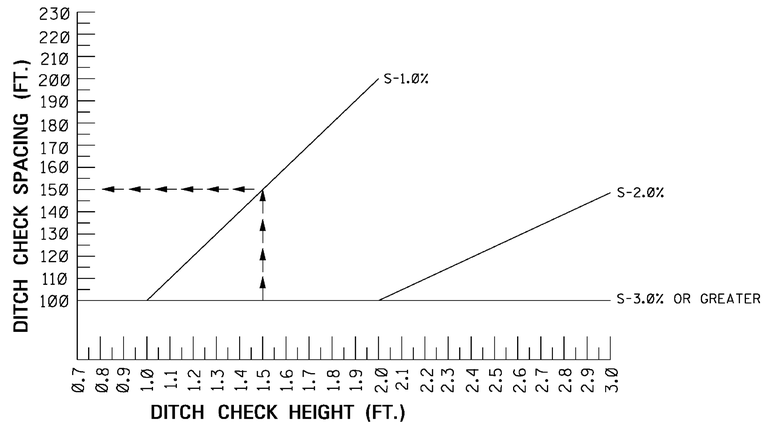
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EXAMPLE: HEIGHT OF STRUCTURE 1.5'
GRADE 1%
EXTEND VERTICALLY FROM 1.5' HEIGHT TO INTERSECT S = 1.0% GRADE
EXTEND 90° TO THE LEFT TO DETERMINE SPACING (150'+)

DITCH CHECK SPACING

GENERAL NOTES:

1 THE DITCH CHECK PERSPECTIVE ILLUSTRATES A TOOL BOX OF TEMPORARY PRACTICES THAT MAY BE USED. DITCH CHECKS ARE INSTALLED TO CONTROL RUNOFF VELOCITY AND THUS REDUCE EROSION AND PROVIDE FOR TRAPPING OF SEDIMENTS.

2. SELECTION OF THE APPROPRIATE DITCH CHECK SHOULD BE A FUNCTION OF CONSTRUCTION PHASE, DRAINAGE AREA, DITCH GRADIENT, SOIL TYPE, ECONOMY AND SAFETY.

3. DITCH CHECKS CAN BE REMOVED FOR MAINTENANCE AND/OR REPLACEMENT BUT MUST REMAIN IN PLACE UNTIL UPSLOPE AREAS HAVE BEEN PERMANENTLY STABILIZED. MAINTENANCE INCLUDES REMOVAL OF SEDIMENT BEGINNING WHEN SEDIMENT ACCUMULATION REACHES ⅓ THE CAPACITY OR HEIGHT OF THE STRUCTURE AND NEVER ALLOWING FOR SEDIMENT TO ACCUMULATE MORE THAN ½ THE VOLUME OR HEIGHT OF THE DITCH CHECK STRUCTURE.

4. HAY BALES SHOULD BE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.

5. SILT FENCE DITCH CHECKS SHOULD BE USED WHERE IT HAS BEEN DETERMINED THAT HAY BALE CHECKS ARE INADEQUATE. SILT FENCE DITCH CHECKS SHOULD BE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.

6. SANDBAG DITCH CHECKS SHOULD BE USED FOR VELOCITY REDUCTION AND MINIMAL SEDIMENT TRAPPING IN CONCRETE PAVED DITCHES OR IN DITCHES THAT HAVE ROCK BOTTOMS.

7. WATTLE DITCH CHECKS CAN BE USED FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MEDIUM FLOW CONDITIONS.

8. SILT DIKES CAN BE USED IN DITCHES WITH CONCENTRATED FLOWS WITHIN THE CLEAR ZONE WHERE RIPRAP CAN NOT BE USED. AS CONSTRUCTION PROGRESSES.

9. ROCK DITCH CHECKS WITH SUMP EXCAVATION CAN BE PLACED IN DITCHES TO ASSURE ON-SITE SEDIMENT TRAPPING REQUIREMENTS ARE MET. DITCH CHECK WITH SUMP EXCAVATION IS USED WHEN DITCHES RECEIVE DRAINAGE FROM CUT OR FILL SLOPES OR OTHER CRITICAL AREAS WHERE SOIL EROSION IS EXPECTED. DRAINAGE AREA FOR A TEMPORARY SEDIMENT TRAP SHOULD BE LIMITED TO 3 ACRES. THEY CAN BE USED IN SERIES TO INCREASE ON-SITE SEDIMENT TRAPPING EFFICIENCY.

10. DITCH CHECKS, IN NO CASE, SHALL BE PLACED IN LIVE STREAMS.

11. CONFIGURATION AND SPACING MAY BE ADJUSTED IF APPROVED BY THE ENGINEER TO ACCOMMODATE TRAVELWAY SAFETY, WATER FLOW, OR SOIL AND INSTALLATION CHALLENGES.

DATE	REVISION	BY

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

DITCH CHECK STRUCTURES, TYPICAL APPLICATIONS AND DETAILS

WORKING NUMBER
ECD-4

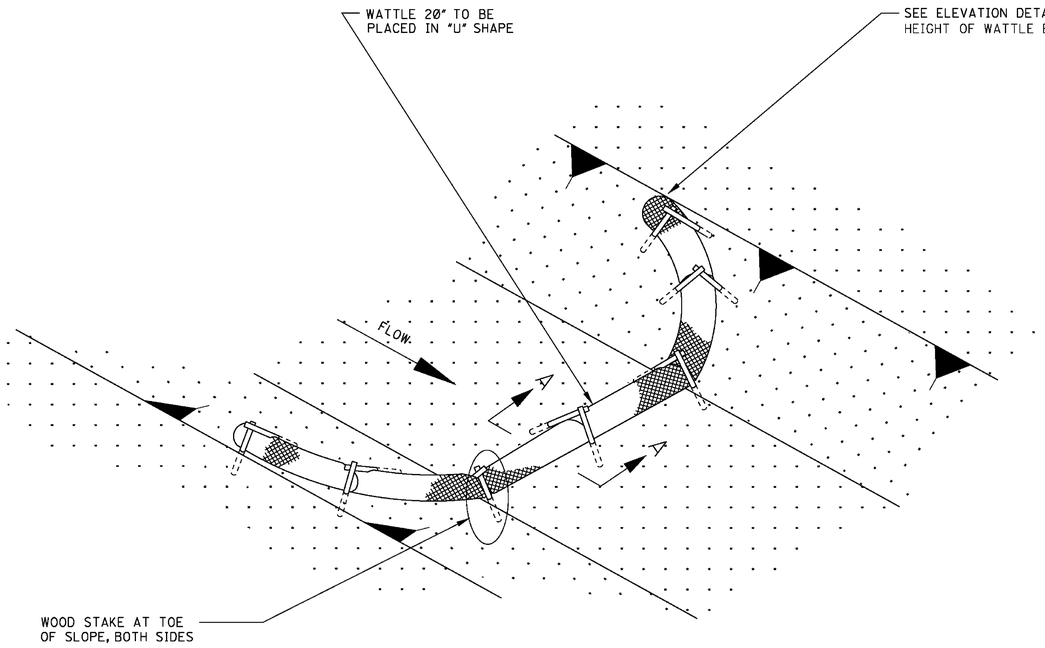
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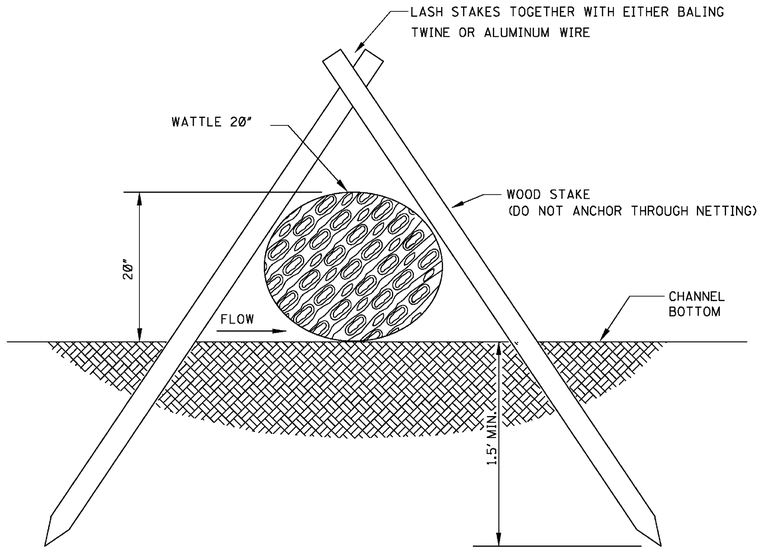
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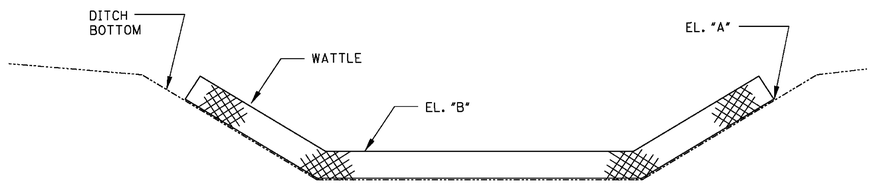


DETAIL (DITCH CHECK)



SECTION A–A

NOTE: END POINTS "A" SHALL BE HIGHER THAN FLOWLINE POINT "B".



ELEVATION DETAIL

NOTES:

1. WATTLE DITCH CHECKS CAN BE USED FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MEDIUM FLOW CONDITIONS.
2. THE PLACEMENT INTERVAL BETWEEN WATTLE DITCH CHECK SHALL BE 100' UNLESS SHOWN OTHERWISE ON THE PLANS OR EROSION CONTROL PLAN APPROVED BY THE ENGINEER. SEE SPACING GUIDANCE ON WK. NO. ECD-4.
3. ANCHORING WOOD STAKES SHALL BE SIZED, SPACED, DRIVEN, AND BE OF A MATERIAL THAT EFFECTIVELY SECURES THE CHECK. STAKE SPACING SHALL BE A MAXIMUM OF THREE FEET. ALL NON-DEGRADABLE MATERIALS SHALL BE REMOVED WHEN NO LONGER NEEDED.
4. TRENCHING OF WATTLES MAY BE NECESSARY IF PIPING BECOMES EVIDENT.
5. WATTLES SHOULD NOT BE USED IN HARD BOTTOM CHANNELS.
6. IN THE EVENT WATTLES CANNOT BE SECURED IN PLACE USING WOOD STAKES, SAND BAGS MAY BE USED IN LIEU OF WOOD STAKES IN ORDER TO SECURE THE WATTLES IN PLACE. IF SANDS BAGS ARE USED IN THIS APPLICATION THEY WILL NOT BE A SEPARATE PAY ITEM.

		BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
		REVISION	**DETAILS OF EROSION CONTROL WATTLE DITCH CHECK**
		DATE	ISSUE DATE: AUGUST 01, 2017

MDOT

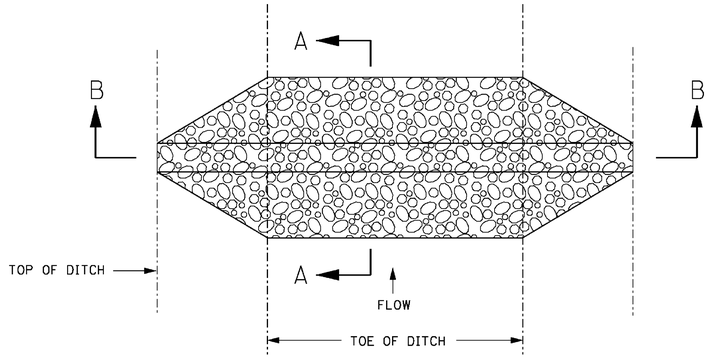
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SHEET NUMBER
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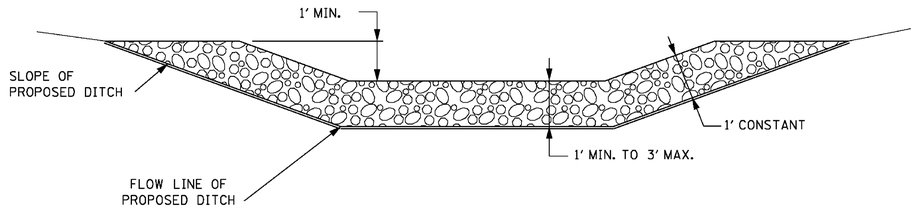
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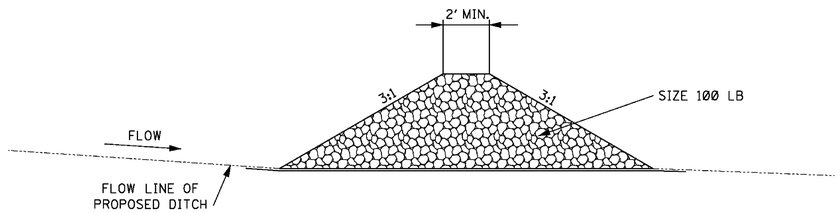


PLAN VIEW

DETAIL FOR TRAPEZOIDAL DITCH

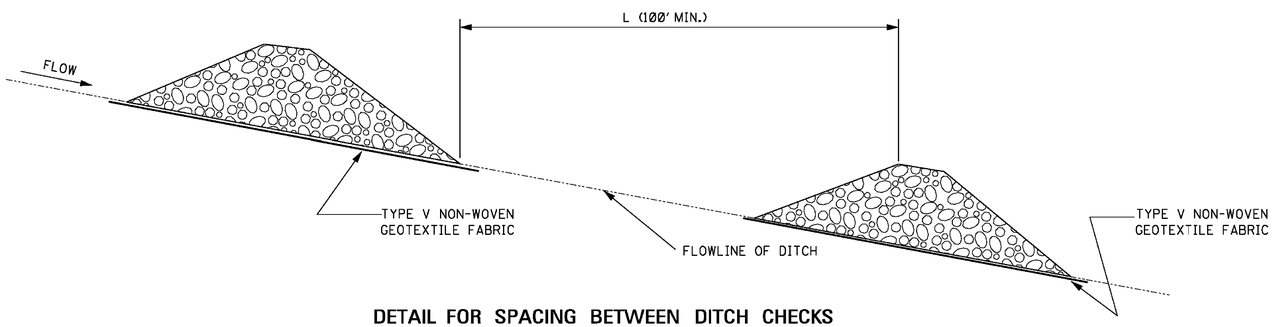


SECTION B–B



SECTION A–A

TEMPORARY ROCK DITCH CHECKS IN ROADSIDE DITCHES



DETAIL FOR SPACING BETWEEN DITCH CHECKS

NOTES:

1. ROCK DITCH CHECKS SHOULD ONLY BE USED FOR REDUCING THE VELOCITY OF FLOWING WATER.
2. MINIMUM SPACING FOR ROCK DITCH CHECKS IS 100 FEET UNLESS OTHERWISE SHOWN ON THE PLANS OR EROSION CONTROL PLAN APPROVED BY THE ENGINEER. SEE SPACING GUIDANCE ON WK. NO. ECD-4.
3. ROCK DITCH CHECKS SHOULD ONLY BE USED UP-GRADIENT OF AND ALONG WITH ADDITIONAL DOWN-GRADIENT SEDIMENT CONTROL BEST MANAGEMENT PRACTICES (BMP'S).
4. THE COST OF FABRIC SHALL BE INCLUDED IN OTHER ITEMS BID.

DATE	REVISION	BY

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

ROCK DITCH CHECK

WORKING NUMBER
ECD-8

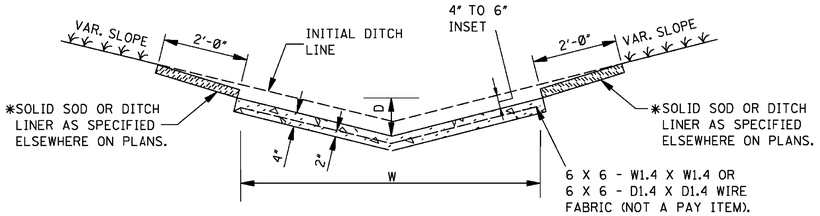
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ISSUE DATE: AUGUST 01, 2017

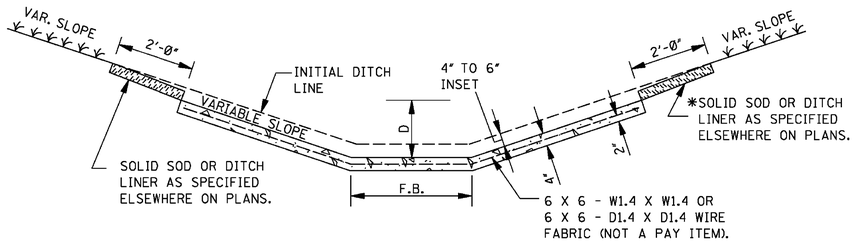
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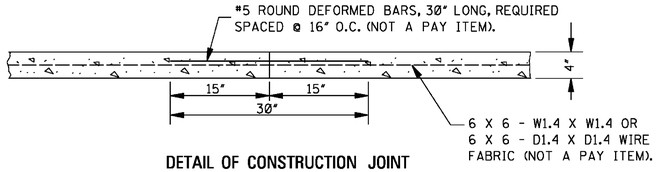
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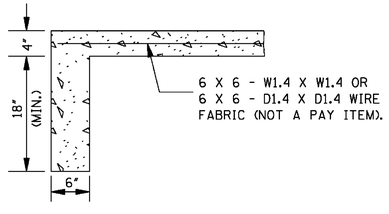
"V" TYPE SECTION



FLAT BOTTOM SECTION



DETAIL OF CONSTRUCTION JOINT



DETAIL OF TOE WALL

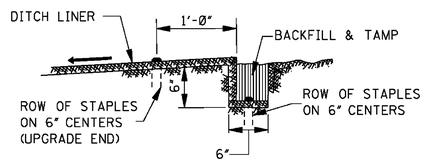
NOTE: TOE WALL REQUIRED UPSTREAM AND DOWNSTREAM.

CONCRETE PAVED DITCH

NOTES:

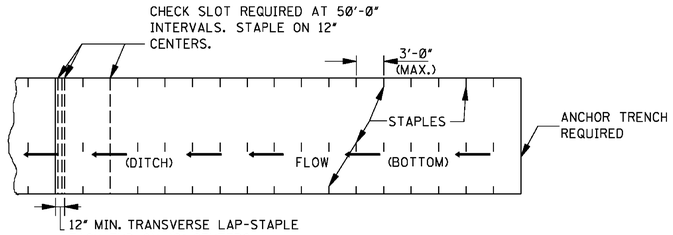
1. CONCRETE PAVED DITCHES SHALL BE GROOVED AT 20'-0" INTERVALS. THE GROOVES SHALL BE CUT TO A DEPTH OF NOT LESS THAN 1".
2. DIMENSIONS D & W ARE AS FOLLOWS:
   D(MINIMUM) = 6"
   D(NOMINAL) = 9"
   W(MINIMUM) = 24"
3. CHAIR SUPPORTS FOR THE WIRE MESH WILL NOT BE REQUIRED. HOWEVER, THE CONTRACTOR SHALL PLACE THE WIRE MESH IN A SATISFACTORY AND WORKMANLIKE MANNER TO ENSURE THAT THE FINAL POSITION IS REASONABLY NEAR THE POSITION INDICATED.

*4. CENTER ROW OF STAPLES MAY BE OMITTED ON DITCH LINER.

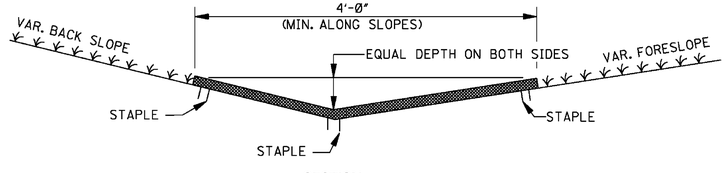


ANCHOR TRENCH DETAIL

NOTE: ANCHOR TRENCH REQUIRED AT THE BEGINNING AND ENDING OF EACH AREA TO BE COVERED, EXCEPT DOWNSTREAM END ADJOINING A STRUCTURE.



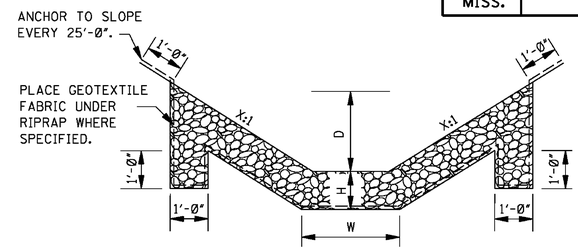
PLAN



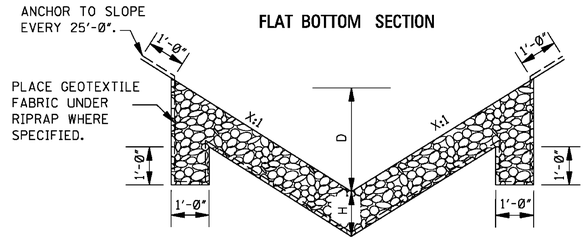
SECTION

DITCH LINER TREATMENT
(EXCELSIOR BLANKET, JUTE MESH OR EROSION CONTROL FABRIC)

NOTE: DITCHES TREATED WITH DITCH LINER WILL BE VEGETATED PRIOR TO TREATMENT, UNLESS OTHERWISE INDICATED.



FLAT BOTTOM SECTION



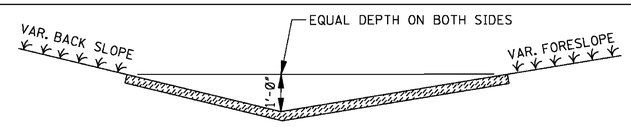
"V" TYPE SECTION

RIPRAP TREATMENT

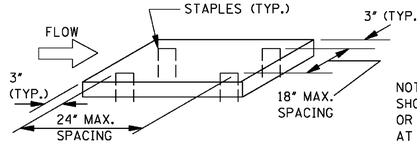
NOTES:

1. DIMENSIONS D, W AND X ARE VARIABLE AND ARE SHOWN ELSEWHERE ON THE PLANS.
2. THE RIPRAP SIZE AND MINIMUM DEPTH "H" FOR RIPRAP TREATMENT ARE AS FOLLOWS.

RIPRAP SIZE & MINIMUM DEPTH "H"	
H (in)	RIPRAP SIZE (lbs)
12"	100
18"	300



SOLID SOD TREATMENT



NOTE: SOLID SOD (STRIPS OR BLOCKS) SHOULD BE STAPLED, PINNED, PEGGED OR STAKED AT THE FOUR CORNERS OR AT THE MAXIMUM SPECIFIED SPACING.

GENERAL NOTE:

1. FOR LOCATION OF APPROPRIATE DITCH TREATMENTS, SEE PLAN SHEETS AS DENOTED BY THE FOLLOWING LEGEND OR AS DIRECTED BY THE ENGINEER:

DITCH LINER
SOLID SOD
CONCRETE PAVED DITCH
RIPRAP

BY | REVISION | DATE

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

DETAILS OF TYPICAL DITCH TREATMENTS

ISSUE DATE: AUGUST 01, 2017

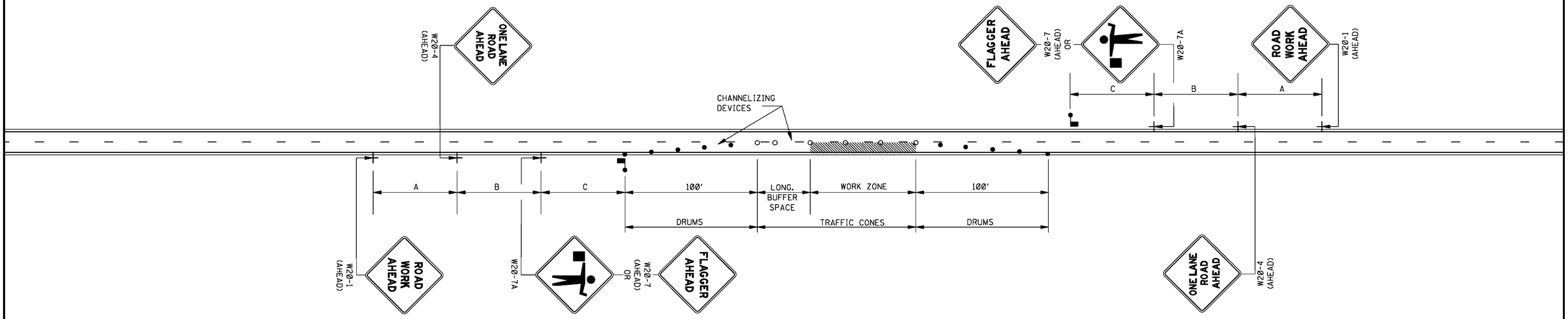
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SHEET NUMBER 6123

DRAWING No.: 12211

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LEGEND

- FLAGGER
- ● RETROREFLECTIVE FREE-STANDING PLASTIC DRUMS
- ○ TRAFFIC CONES (28" HEIGHT MINIMUM)

GENERAL NOTES:

1. THE LOCATION OF CHANNELIZING DEVICES AND THE WORK AREA LAYOUT SHALL BE BASED ON THE CRITERIA IN THE FOLLOWING TABLE. FLAGGER STATIONS SHALL BE LOCATED SUCH THAT APPROACHING VEHICLES WILL HAVE SUFFICIENT DISTANCE TO STOP. VALUES IN STOPPING SIGHT DISTANCE COLUMN MAY BE USED AS A MINIMUM FOR THIS DISTANCE.

POSTED SPEED AND/OR DESIGN SPEED	MAXIMUM CHANNELIZING DEVICE SPACING (ft)		LONGITUDINAL† BUFFER SPACE (ft)	STOPPING SIGHT DISTANCE
	TAPER	ALONG LANE LINE & WORK ZONE		
mph				
25	20	50	55	155
30	20	60	85	200
35	20	70	120	250
40	20	80	170	305
45	20	90	220	360
50	20	100	280	425
55	20	110	335	495
60	20	120	415	570
65	20	130	485	645

† NOTE: BUFFER SPACE MAY BE ADJUSTED AS NEEDED ACCORDING TO ROADWAY GEOMETRY TO MEET SIGHT DISTANCE REQUIREMENTS, AS DIRECTED BY THE ENGINEER.

2. ALL CHANNELIZING DEVICES SHALL BE A MINIMUM OF 28" IN HEIGHT.
3. DIAMOND SHAPED TRAFFIC CONTROL SIGNS SHALL BE A MINIMUM OF 36" x 36" AND BLACK COPY ON FLUORESCENT ORANGE SHEETING.
4. WHEN WORK ZONE IS NO LONGER NEEDED, ALL SIGNS SHALL BE COVERED OR REMOVED AND ALL CHANNELIZING DEVICES SHALL BE MOVED TO THE SHOULDER EDGE.
5. ADDITIONAL FLAGGERS MAY BE NEEDED AS DIRECTED BY THE ENGINEER.
6. WHEN WORK IS REQUIRED AT NIGHT, FLAGGER STATIONS SHALL BE ILLUMINATED.
7. CHANNELIZING DEVICE TYPES FOR:
   A. APPROACH AND EXIT TAPERS- RETROREFLECTIVE PLASTIC DRUMS
   B. ALONG LANE LINE AND WORK ZONE- TRAFFIC CONES (28" HEIGHT)
8. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK SHALL BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.

DISTANCE BETWEEN SIGNS			
ROAD TYPE	A	B	C
URBAN (35 MPH OR LESS)	100 FT.	100 FT.	100 FT.
URBAN (40 - 70 MPH)	350 FT.	350 FT.	350 FT.
RURAL	500 FT.	500 FT.	500 FT.
EXPRESSWAY / FREEWAY	1000 FT.	1500 FT.	2640 FT.

BY | REVISION | DATE

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

TRAFFIC CONTROL PLAN WITH FLAGGER
(ONE-LANE CLOSURE OF TWO-WAY TRAFFIC)

MDOT MISSISSIPPI DEPARTMENT OF TRANSPORTATION

WORKING NUMBER TCP-1

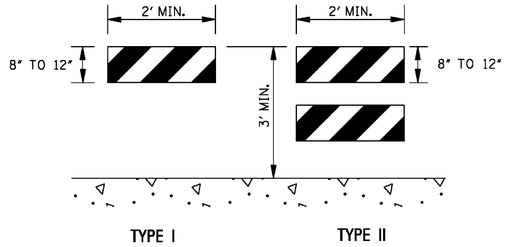
ISSUE DATE: AUGUST 01, 2017

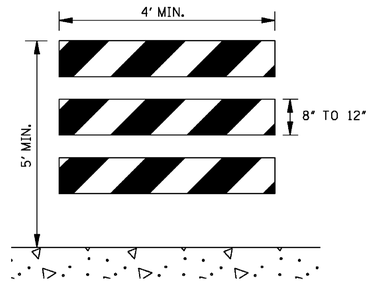
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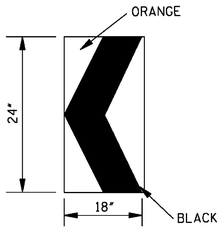
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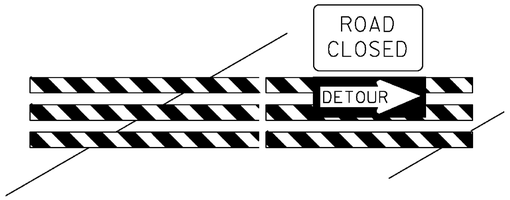
STANDARD BARRICADES

1. THE MARKING FOR BARRICADE RAILS SHALL BE ORANGE AND WHITE (SLOPING DOWNWARD AT AN ANGLE OF 45° IN THE DIRECTION TRAFFIC IS TO PASS).
2. RAIL STRIPE SHOULD BE 6 INCHES, EXCEPT THAT 4-INCH WIDE STRIPES MAY BE USED IF RAIL LENGTHS ARE LESS THAN 36 INCHES.
3. DO NOT PLACE SANDBAGS OR OTHER DEVICES TO PROVIDE MASS ON THE BOTTOM RAIL THAT WILL BLOCK VIEW OR RAIL FACE.
4. FOR ADDITIONAL INFORMATION OR DETAILS, SEE MUTCD, LATEST EDITION.
5. BARRICADES ARE CLASSIFIED BY FHWA AS CATEGORY II WORK ZONE DEVICES WHICH REQUIRE CRASHWORTHINESS ACCEPTANCE LETTERS. TO DATE, 2-IN. THICK TIMBER RAILS HAVE NOT BEEN SUCCESSFULLY CRASH TESTED. A LIST OF CRASHWORTHY BARRICADES AND OTHER CATAGORY II DEVICES CAN BE FOUND ON FHWA'S WEBSITE: http://safety.fhwa.dot.gov/roadway_dept/policy.guide/road_hardware/cat2.cfm



CHEVRON SIGN DETAIL

1. A CHEVRON SIGN CONSISTS OF A BLACK CHEVRON TYPE MARKING ON AN ORANGE BACKGROUND AND SHALL POINT IN THE DIRECTION OF TRAFFIC FLOW.
2. THE CHEVRON SIGN SHALL BE MOUNTED ON CRASHWORTHY SUPPORT.
3. CHEVRON SIGNS MAY BE USED TO SUPPLEMENT OTHER STANDARD DEVICES WHERE ONE OR MORE LANES ARE CLOSED FOR CONSTRUCTION OR MAINTENANCE. THEY SHOULD BE PLACED APPROXIMATELY 2'-0" BEHIND THE LANE TRANSITION STRIPE.



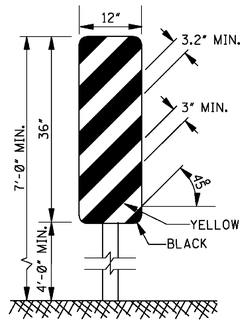
BARRICADE CLOSING A ROAD

BARRICADE CHARACTERISTICS

	I	II	III
WIDTH OF RAIL **	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.
LENGTH OF RAIL**	24" MIN.	24" MIN.	48" MIN.
WIDTH OF STRIPE *	6"	6"	6"
HEIGHT	36" MIN.	36" MIN.	60" MIN.
NUMBER OF RETROREFLECTORIZED RAIL FACES	2 (ONE EACH DIRECTION)	4 (TWO EACH DIRECTION)	3 IF FACING TRAFFIC IN ONE DIRECTION 6 IF FACING TRAFFIC IN TWO DIRECTIONS

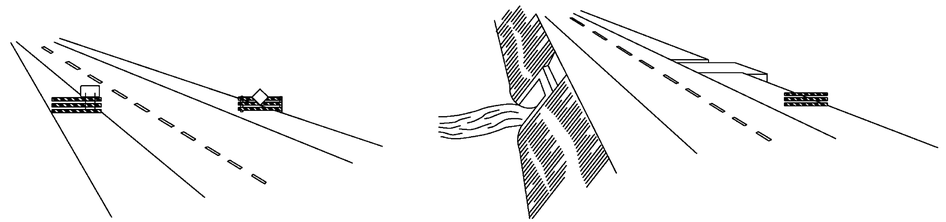
* 1. FOR RAILS LESS THAN 36" LONG, 4" WIDE STRIPES MAY BE USED.

** 2. BARRICADES INTENDED FOR USE ON EXPRESSWAYS, FREEWAYS AND OTHER HIGH SPEED ROADWAYS, SHALL HAVE A MINIMUM OF 270 in^2 OF REFLECTIVE AREA FACING TRAFFIC.



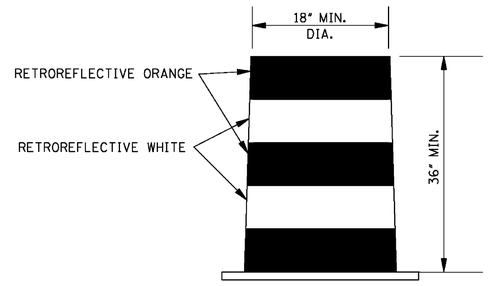
TYPE 3 OBJECT MARKER (OM-3R)

1. TYPE 3 OBJECT MARKERS SHALL BE USED AT ALL EXPOSED BRIDGE ABUTMENTS AND AT OTHER LOCATIONS AS DEEMED NECESSARY BY THE ENGINEER.
2. THE OM-3R IS SHOWN. THE OM-3L IS SIMILAR EXCEPT THE STRIPES SLOPE DOWNWARD FROM THE UPPER LEFT SIDE TO THE LOWER RIGHT SIDE AND SHALL BE PLACED ON THE LEFT SIDE OF THE OBJECT.
3. THE INSIDE EDGE OF THE MARKER SHALL BE IN LINE WITH THE INNER EDGE OF THE OBSTRUCTION.



WING BARRICADES

1. WING BARRICADES ARE TYPE III BARRICADES ERECTED ON THE SHOULDER ON ONE OR BOTH SIDES OF THE PAVEMENT TO GIVE THE SENSATION OF A NARROWING OR RESTRICTED ROADWAY. WING BARRICADES MAY BE USED AS A MOUNTING FOR THE ADVANCE WARNING SIGNS OR FLASHERS.
2. WING BARRICADES SHOULD BE USED:
   A. IN ADVANCE OF A CONSTRUCTION PROJECT EVEN WHEN NO PART OF THE ROADWAY IS ACTUALLY CLOSED.
   B. IN ADVANCE OF ALL BRIDGE OR CULVERT WIDENING OPERATIONS.



PLASTIC DRUM STRIPING DETAIL

1. PLASTIC DRUMS SHALL BE ON END AND USED AS AN EXPEDIENT METHOD FOR TRAFFIC CHANNELIZATION. THE COLOR AND MARKING OF DRUMS SHALL BE CONSISTENT WITH MARKING STANDARDS FOR BARRICADE. THE PREDOMINANT COLOR ON DRUMS SHALL BE ORANGE WITH FOUR (4) RETROREFLECTIVE, HORIZONTAL, CIRCUMFERENTIAL STRIPES (2 ORANGE & 2 WHITE) 6" WIDE.
2. DRUMS SHOULD NEVER BE PLACED IN THE ROADWAY WITHOUT WARNING SIGNS.
3. WHERE PRACTICAL PLASTIC DRUMS SHOULD BE PLACED NO CLOSER THAN 3'-0" FROM THE EDGE OF TRAVELED LANE.

BY	REVISION	DATE

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

HIGHWAY SIGN AND BARRICADE DETAILS FOR CONSTRUCTION PROJECTS

ISSUE DATE: AUGUST 01, 2017

MDOT

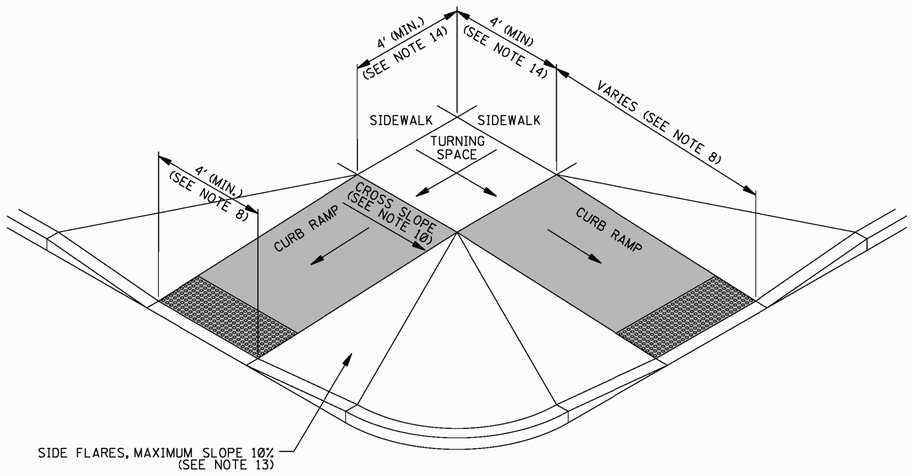
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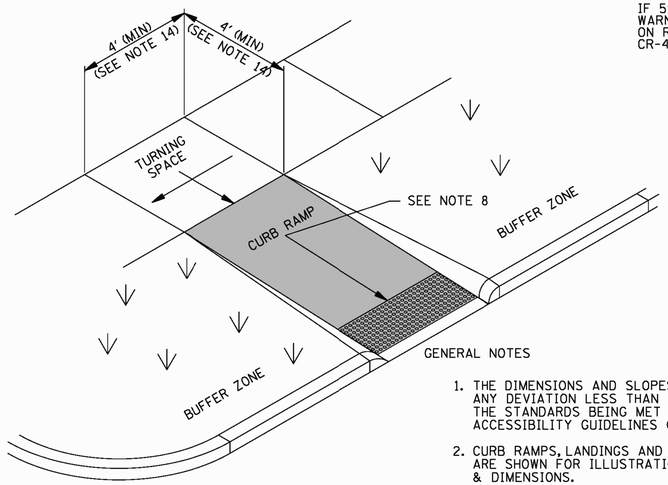
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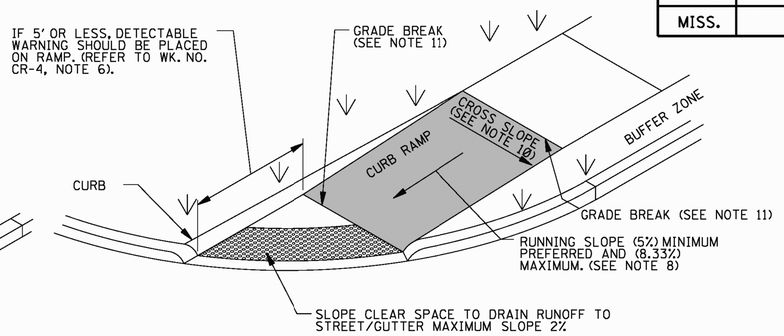


TYPE 1 – PERPENDICULAR CURB RAMP

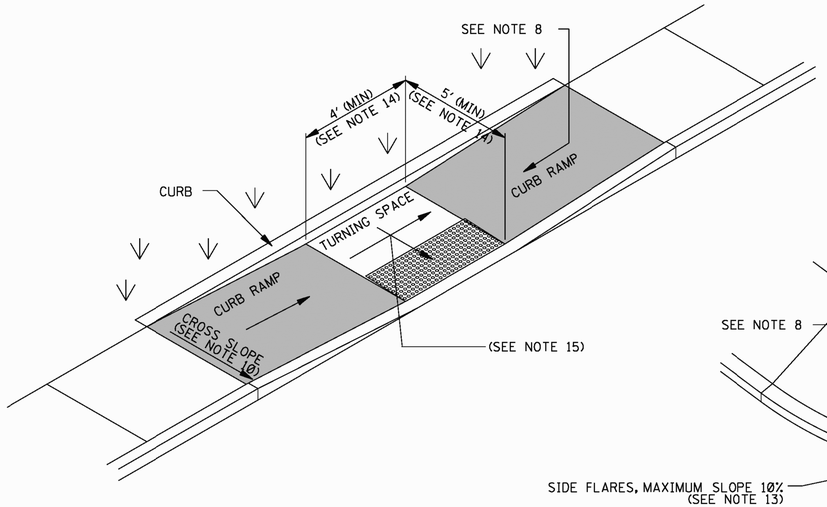


TYPE 2 – PERPENDICULAR RETURNED CURB RAMP

SIDES OF CURB RAMPS MAY BE RETURNED, PROVIDING USEFUL DIRECTIONAL CUES, IF PROTECTED FROM CROSS TRAVEL BY LANDSCAPING, STREET FURNITURE, POLES, OR EQUIPMENT.

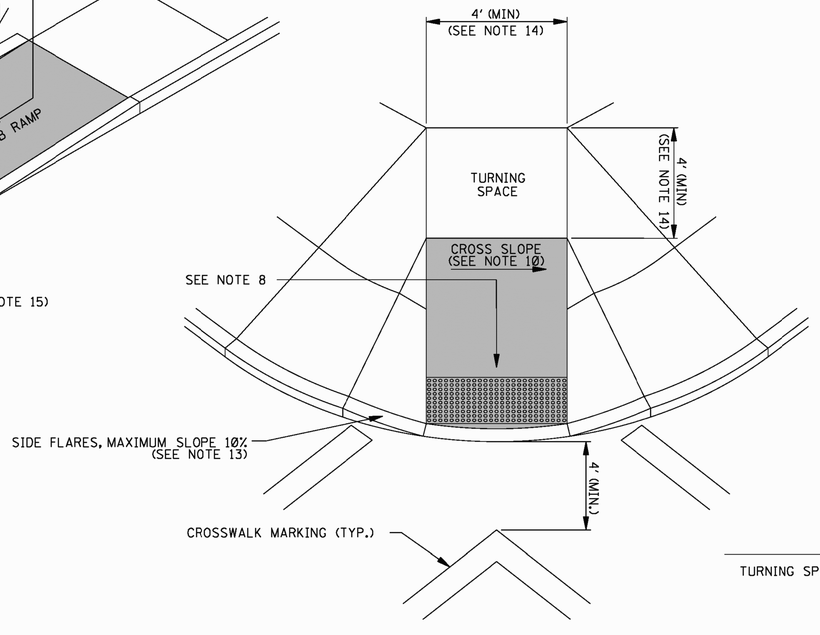


TYPE 3 – ALTERNATE PERPENDICULAR RETURNED CURB RAMP



TYPE 4 – PARALLEL CURB RAMP

THE CURB BEHIND THE TURNING SPACE AND RAMPS IS NOT REQUIRED, BUT IS SUGGESTED FOR RETAINING SOIL AND PROVIDING AN EDGE FOR PEDESTRIANS WITH VISUAL IMPAIRMENTS.



TYPE 5 – DIAGONAL CURB RAMP

DIAGONAL CURB RAMPS ARE UNACCEPTABLE IN NEW CONSTRUCTION. THEY MAY BE USED FOR ALTERATIONS ONLY IF IT IS THE ONLY OPTION THAT WILL WORK.

GENERAL NOTES

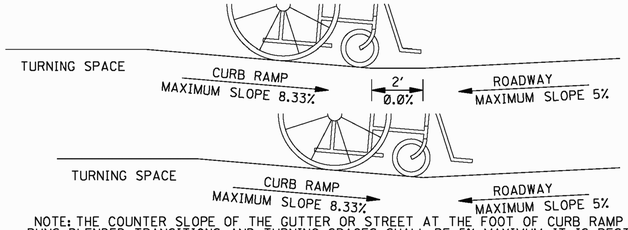
1. THE DIMENSIONS AND SLOPES PRESENTED IN THE DETAILS ARE THE MINIMUM NECESSARY TO COMPLY WITH THE ADA AND MDOT STANDARDS. ANY DEVIATION LESS THAN THE MINIMUM WIDTH OR GREATER THAN THE MAXIMUM SLOPE FROM THESE STANDARDS MUST BE DOCUMENTED WITH THE STANDARDS BEING MET TO THE GREATEST EXTENT PRACTICABLE AND CONSISTENT WITH THE MOST CURRENT PUBLIC RIGHT-OF-WAY ACCESSIBILITY GUIDELINES (PROWAG).
2. CURB RAMPS, LANDINGS AND BLENDED TRANSITIONS MAY REQUIRE THE USE OF DETECTABLE WARNINGS. DETECTABLE WARNINGS ON THIS SHEET ARE SHOWN FOR ILLUSTRATION ONLY. REFER TO THE DETECTABLE WARNING DETAILS ON WK. NO. CR-4 FOR DETAILS ON PLACEMENT, ORIENTATION & DIMENSIONS.
3. THE LOCATION, ORIENTATION, AND TYPE OF CURB RAMPS SHOULD BE AS SHOWN IN THE PLANS.
4. ANY COMBINATION OF PERPENDICULAR, PERPENDICULAR RETURNED, AND PARALLEL CURB RAMPS MAY BE USED TO ACHIEVE AN ACCESSIBLE DESIGN AS LONG AS THE BASIC REQUIREMENTS FOR CURB RAMPS ARE MET.
5. CURB RAMPS SHALL BE PAID FOR AS SIDEWALK.
6. THE THICKNESS OF THE CURB RAMP SHALL BE A MINIMUM OF 4".
7. BEYOND THE BOTTOM GRADE BREAK, A CLEAR SPACE OF 4' MINIMUM BY 4' MINIMUM SHALL BE PROVIDED WITHIN THE WIDTH OF THE PEDESTRIAN STREET CROSSING AND WHOLLY OUTSIDE THE PARALLEL VEHICLE TRAVEL LANE.

CURB RAMP NOTES:

8. THE CLEAR WIDTH OF CURB RAMP RUNS (EXCLUDING ANY FLARED SIDES), BLENDED TRANSITIONS, AND TURNING SPACES SHALL BE THE WIDTH OF THE SIDEWALK, OR 4' MINIMUM. THE RUNNING SLOPE OF A CURB RAMP SHALL BE 5% MINIMUM, AND 8.33% MAXIMUM (7.1% PREFERRED). THE RUNNING SLOPE OF BLENDED TRANSITIONS SHALL BE 5% MAXIMUM.
9. WHERE THE SLOPE OF THE ROADWAY EXCEEDS 8.33%, THE CURB RAMP LENGTH IS THE LENGTH NECESSARY TO MEET THE EXISTING SIDEWALK. IT IS NOT NECESSARY THAT THE RAMP EXCEED 15'.
10. THE CROSS SLOPE OF CURB RAMPS, BLENDED TRANSITIONS, AND TURNING SPACES SHALL BE 2% MAXIMUM (1.5% PREFERRED). AT PEDESTRIAN STREET CROSSINGS WITHOUT YIELD OR STOP CONTROL AND AT MIDBLOCK PEDESTRIAN STREET CROSSINGS, THE CROSS SLOPE IS PERMITTED TO EQUAL THE STREET OR HIGHWAY GRADE.
11. GRADE BREAKS AT THE TOP AND BOTTOM OF CURB RAMP RUNS SHALL BE PERPENDICULAR TO THE DIRECTION OF THE RAMP RUN. GRADE BREAKS SHALL NOT BE PERMITTED ON THE SURFACE OF RAMP RUNS AND TURNING SPACES. SURFACE SLOPES THAT MEET AT GRADE BREAKS SHALL BE FLUSH.
12. RAMP TRANSITIONS BETWEEN WALKS, TURNING SPACES, LANDINGS, GUTTERS, OR STREETS SHALL BE FLUSH AND FREE OF ABRUPT VERTICAL CHANGES.
13. WHERE A PEDESTRIAN CIRCULATION PATH CROSSES THE CURB RAMP, FLARED SIDES SHALL BE SLOPED 10% MAXIMUM, MEASURED PARALLEL TO THE CURB LINE.

TURNING SPACE NOTES:

14. A TURNING SPACE 4' MINIMUM BY 4' MINIMUM SHALL BE PROVIDED AT THE TOP OF PERPENDICULAR RAMPS AND AT THE BOTTOM OF PARALLEL RAMPS. TURNING SPACES ARE ALLOWED TO OVERLAP OTHER TURNING SPACES AND CLEAR SPACES. IF THE TURNING SPACE IS CONSTRAINED BY A CURB, WALL, OR OTHER OBSTRUCTION, THE TURNING SPACE SHALL BE 4' MINIMUM BY 5' MINIMUM, WITH THE 5' DIMENSION PROVIDED IN THE DIRECTION OF TRAVEL TOWARD THE CONSTRAINT.
15. THE RUNNING SLOPE OF TURNING SPACES SHALL BE 2% MAXIMUM (1.5% PREFERRED). THE CROSS SLOPE OF TURNING SPACES SHALL BE 2% MAXIMUM (1.5% PREFERRED). AT PEDESTRIAN STREET CROSSINGS WITHOUT YIELD OR STOP CONTROL AND AT MIDBLOCK PEDESTRIAN STREET CROSSINGS, THE CROSS SLOPE SHALL BE PERMITTED TO EQUAL THE STREET OR HIGHWAY GRADE.
16. BEYOND THE BOTTOM GRADE BREAK, A CLEAR SPACE 4' MINIMUM BY 4' MINIMUM SHALL BE PROVIDED WITHIN THE WIDTH OF THE PEDESTRIAN STREET CROSSING AND WHOLLY OUTSIDE THE PARALLEL VEHICLE TRAVEL LANE.
17. THE COUNTER SLOPE OF THE GUTTER OR STREET AT THE FOOT OF CURB RAMP RUNS, BLENDED TRANSITIONS, AND TURNING SPACES SHALL BE 5% MAXIMUM. IT IS BEST PRACTICE TO PROVIDE A 2' LEVEL STRIP AT THE GUTTER IF THE GRADE BREAK EXCEEDS 11%.



NOTE: THE COUNTER SLOPE OF THE GUTTER OR STREET AT THE FOOT OF CURB RAMP RUNS, BLENDED TRANSITIONS, AND TURNING SPACES SHALL BE 5% MAXIMUM. IT IS BEST PRACTICE TO PROVIDE A 2' LEVEL STRIP AT THE GUTTER IF THE GRADE BREAK EXCEEDS 11%

COUNTER SLOPE CONDITIONS

BY	REVISION	DATE

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

CURB RAMPS
RAMP DESIGN ELEMENTS

MDOT

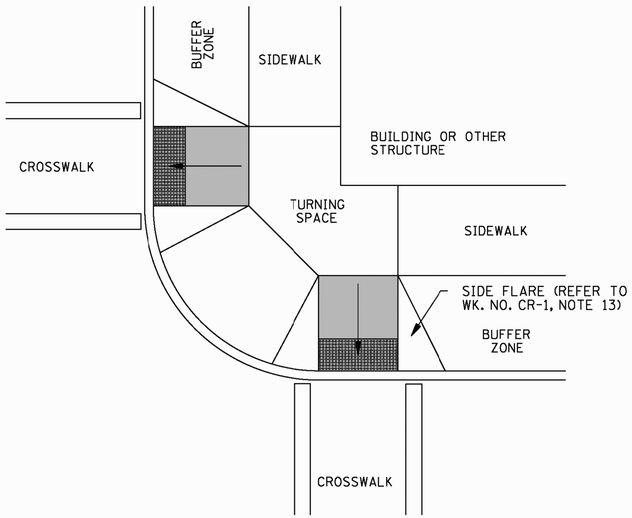
WORKING NUMBER	SHEET NUMBER
CR-1	6421

ISSUE DATE: AUGUST 01, 2017

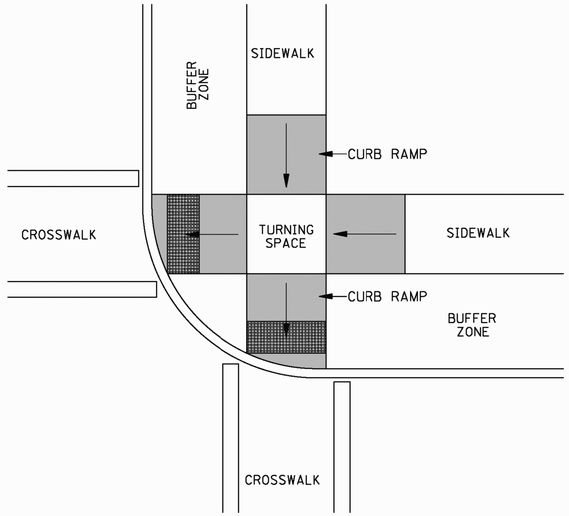
DRAWING No.: 12211

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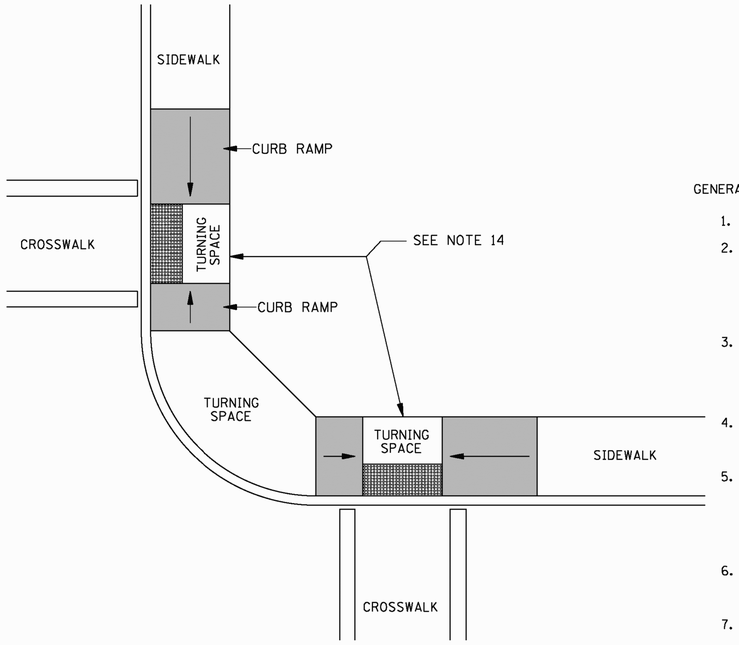
STATE	PROJECT NO.
MISS.	



CURB RAMP CONFIGURATION: TYPE A



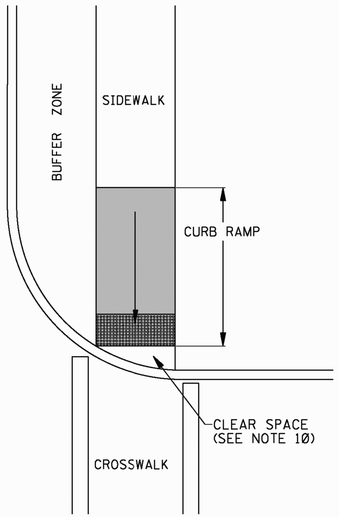
CURB RAMP CONFIGURATION: TYPE B



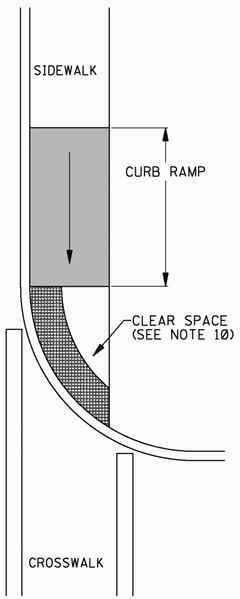
CURB RAMP CONFIGURATION: TYPE C

GENERAL NOTES:

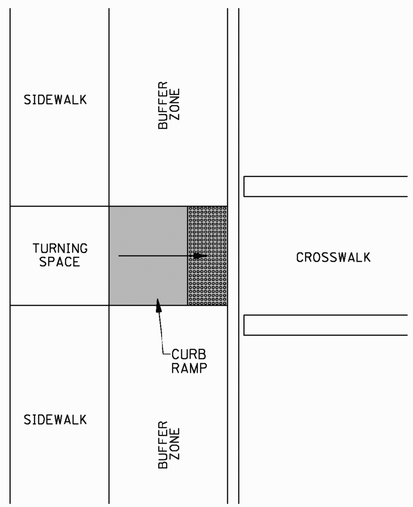
1. FOR DIMENSIONS & GEOMETRIC VALUES REFER TO WK. NO. CR-1.
2. THE CONFIGURATIONS SHOWN GENERICALLY REPRESENT THE MOST COMMON SITUATIONS ENCOUNTERED. THEY ARE INTENDED TO PRESENT CURB RAMP DESIGN CONCEPTS. SITE CONDITIONS AT INDIVIDUAL LOCATIONS REQUIRE SPECIFIC DESIGNS. CURB RAMP DESIGNS MUST BE CONSISTENT WITH THE PROVISIONS OF WK. NOS. CR-1, CR-2, CR-3 AND CR-4.
3. COORDINATE TRAFFIC CONTROL DEVICES, UTILITY LOCATIONS, SIGNS, STREET FURNITURE AND DRAINAGE TO ENSURE A CONTINUOUS PEDESTRIAN ACCESS ROUTE AT ALL CURB RAMP LOCATIONS. GUIDANCE FOR CROSSWALK MARKINGS AND TRAFFIC CONTROL DEVICES IS PROVIDED IN THE MUTCD.
4. DETECTABLE WARNINGS SHOWN ON THIS SHEET ARE FOR ILLUSTRATION ONLY. FOR SPECIFIC PLACEMENT ORIENTATIONS AND DIMENSIONS REFER TO WK. NO. CR-4.
5. THE CROSS SLOPE OF CURB RAMPS, BLENDED TRANSITIONS, AND TURNING SPACES SHALL BE 2% MAXIMUM (1.5% PREFERRED). AT PEDESTRIAN STREET CROSSINGS WITHOUT YIELD OR STOP CONTROL AND AT MIDBLOCK PEDESTRIAN STREET CROSSINGS, THE CROSS SLOPE SHALL BE PERMITTED TO EQUAL THE STREET OR HIGHWAY GRADE.
6. DIAGONAL CURB RAMPS ARE UNACCEPTABLE IN NEW CONSTRUCTION. THEY MAY BE USED FOR ALTERATIONS ONLY IF IT IS THE ONLY OPTION THAT WILL WORK.
7. GRATES SHALL NOT BE LOCATED ON CURB RAMPS, BLENDED TRANSITIONS, TURNING SPACES, OR LANDINGS. ACCESS COVERS OF SIMILAR SURFACES SHALL COMPLY WITH APPLICABLE SURFACE REQUIREMENTS.
8. UTILITIES, SIGNS, AND OTHER FIXED OBJECTS SHALL NOT BE PLACED ON A CURB RAMP, PEDESTRIAN ACCESS ROUTE, OR IN A MANNER THAT INTERFERES WITH THE USE OF THE CURB RAMP.
9. THE SURFACE OF ALL CURB RAMPS SHALL BE STABLE, FIRM, AND SLIP RESISTANT. A COARSE BROOM FINISH RUNNING PERPENDICULAR TO THE SLOPE IS RECOMMENDED ON CONCRETE RAMP SURFACES, EXCLUSIVE OF THE DETECTABLE WARNING FIELDS.
10. THERE SHALL BE A CLEAR SPACE AT THE BOTTOM OF THE ALTERNATE PERPENDICULAR RETURNED CURB RAMP. IT SHALL SLOPE TO DRAIN RUNOFF TO STREET/GUTTER AND HAVE A MAXIMUM SLOPE OF 2% (1.5% PREFERRED).
11. TURNING SPACES MAY OVERLAP WITH ADJACENT TURNING SPACES OR A SINGLE TURNING SPACE MAY SERVE MULTIPLE CURB RAMPS.
12. TURNING SPACES MAY OVERLAP WITH THE CLEAR GROUND SPACE REQUIRED AT PEDESTRIAN SIGNAL PUSH BUTTONS.
13. THE CLEAR WIDTH OF PEDESTRIAN ACCESS ROUTES WITHIN MEDIANS AND PEDESTRIAN REFUGE ISLANDS SHALL BE 5' MINIMUM.
14. BEYOND THE BOTTOM GRADE BREAK, A TURNING SPACE OF 4' MINIMUM BY 4' MINIMUM SHALL BE PROVIDED WITHIN THE WIDTH OF THE PEDESTRIAN STREET CROSSING AND WHOLLY OUTSIDE THE PARALLEL VEHICLE TRAVEL LANE.



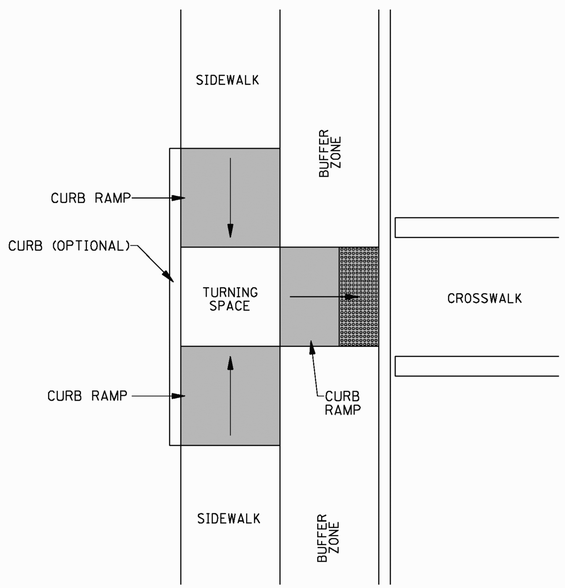
CURB RAMP CONFIGURATION: TYPE D



CURB RAMP CONFIGURATION: TYPE E



CURB RAMP CONFIGURATION: TYPE F



CURB RAMP CONFIGURATION: TYPE G
MID BLOCK CROSSING

THE CURB BEHIND THE TURNING SPACE AND RAMPS IS NOT REQUIRED, BUT IS SUGGESTED FOR RETAINING SOIL AND PROVIDING AN EDGE FOR PEDESTRIANS WITH VISUAL IMPAIRMENTS.

NOTE: SEE WK. NO. CR-4 FOR DETECTABLE WARNING DIMENSIONS AND PLACEMENT ORIENTATION.

BY	REVISION	DATE

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

CURB RAMPS PLACEMENT DETAILS

MDOT

WORKING NUMBER CR-2

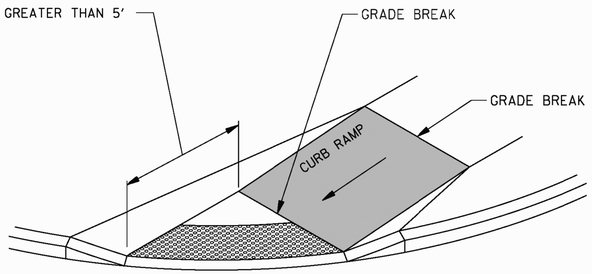
SHEET NUMBER 6422

ISSUE DATE: AUGUST 01, 2017

DRAWING No.: 12211

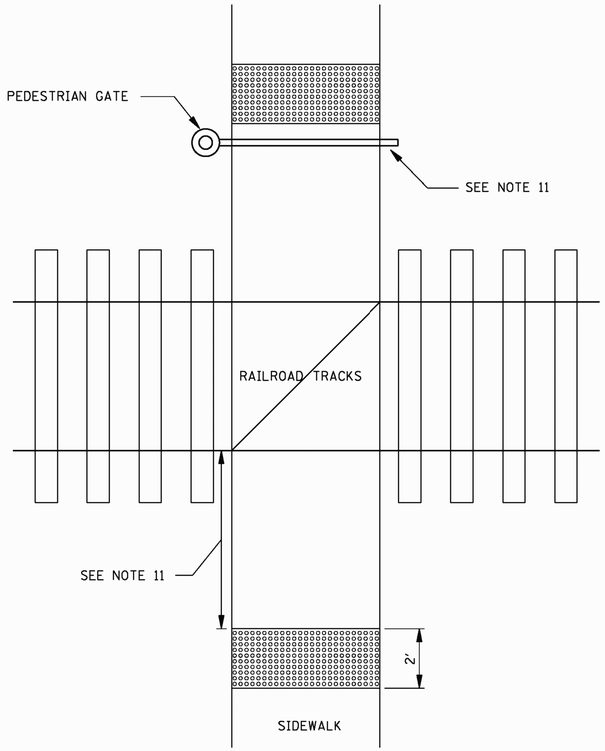
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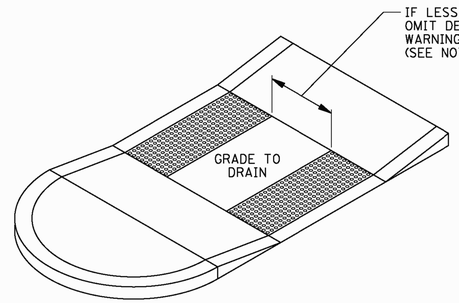


DETECTABLE WARNING PLACEMENT DETAIL 1

NOTE: IF THE DISTANCE FROM THE GRADE BREAK IS GREATER THAN OF EQUAL TO 5', DETECTABLE WARNINGS SHALL BE PLACED ALONG THE RADIUS OF THE CURVE AS SHOWN IN THE ABOVE DETAIL.

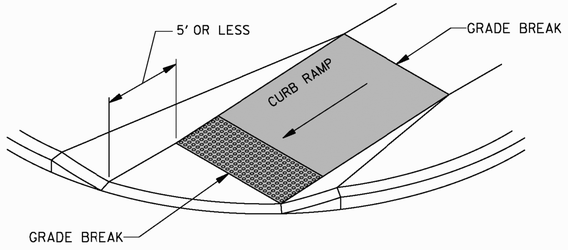


DETECTABLE WARNINGS AT RAILROAD CROSSING



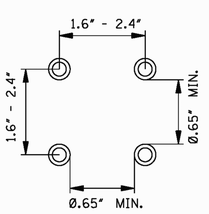
DETECTABLE WARNINGS AT MEDIAN ISLANDS

NON-ELEVATED CROSSING

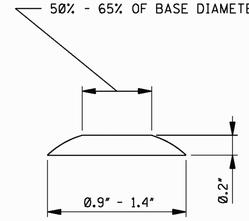


DETECTABLE WARNING PLACEMENT DETAIL 2

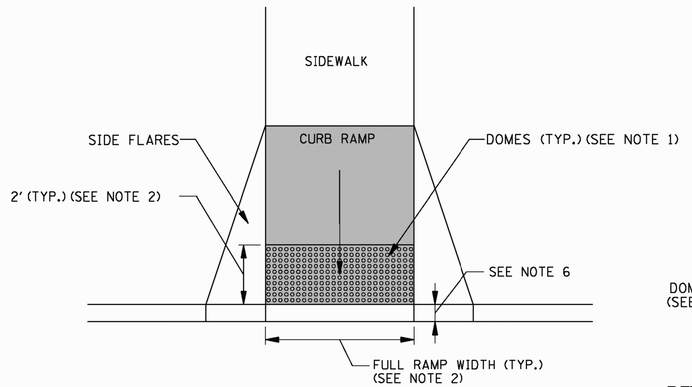
NOTE: IF THE DISTANCE FROM THE GRADE BREAK IS LESS THAN OR EQUAL TO 5', DETECTABLE WARNINGS SHALL BE PLACED ON THE CURB RAMP ALONG THE BOTTOM GRADE BREAK WITH ONE CORNER 5" TO 9" FROM THE FRONT OF THE CURB OR EDGE OF THE ROADWAY.



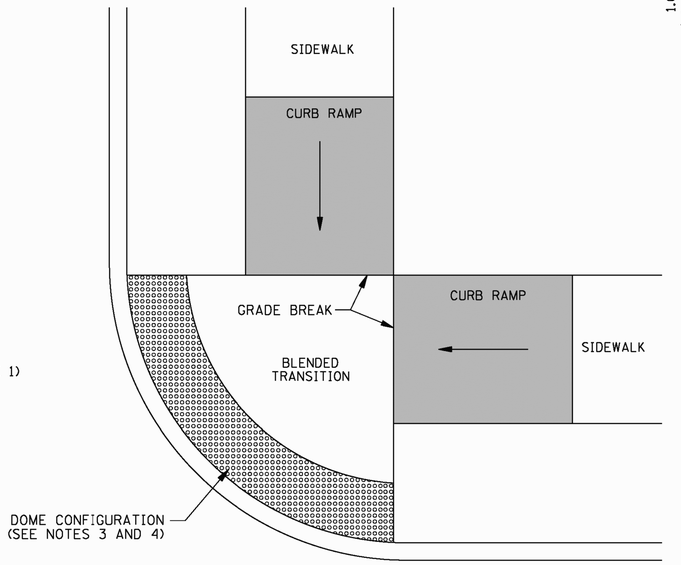
DOME SPACING



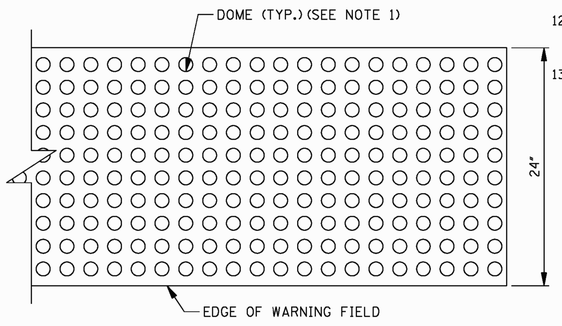
DOME SECTION



DETECTABLE WARNING AT CURB RAMP



DETECTABLE WARNING AT BLENDED TRANSITION (CONFIGURATION: TYPES K AND J)



DETECTABLE WARNING LAYOUT

GENERAL NOTES:

1. THE DETAILS PROVIDED ARE NOT DRAWN TO SCALE. THE QUANTITY OF DOMES DEPICTED ON THE DETECTABLE WARNING UNIT (THE DOMES AND THE ENTIRE 2' LEVEL SURFACE) IS FOR ILLUSTRATION ONLY.

2. ALL DETECTABLE WARNINGS SHOWN ON THIS SHEET SHALL BE PAID FOR - PER SQUARE FEET, UNLESS OTHERWISE NOTED IN THE PLANS.

DETECTABLE WARNING UNIT DIMENSIONS:

3. DETECTABLE WARNING SURFACES SHALL EXTEND 2' MINIMUM IN THE DIRECTION OF PEDESTRIAN TRAVEL. AT CURB RAMPS AND BLENDED TRANSITIONS, DETECTABLE WARNING SURFACES SHALL EXTEND THE FULL WIDTH OF THE RAMP RUN (EXCLUDING ANY FLARED SIDES), BLENDED TRANSITION, OR TURNING SPACE. AT PEDESTRIAN AT-GRADE RAIL CROSSINGS NOT LOCATED WITHIN A STREET OR HIGHWAY, DETECTABLE WARNINGS SHALL EXTEND THE FULL WIDTH OF THE CROSSING. AT BOARDING PLATFORMS FOR BUSES AND RAIL VEHICLES, DETECTABLE WARNING SURFACES SHALL EXTEND THE FULL LENGTH OF THE PUBLIC USE AREAS OF THE PLATFORM. AT BOARDING AND ALIGHTING AREAS AT SIDEWALK OR STREET LEVEL TRANSIT STOPS FOR RAIL VEHICLES, DETECTABLE WARNING SURFACES SHALL EXTEND THE FULL LENGTH OF THE TRANSIT STOP.

DOME ALIGNMENT:

4. THE ROWS OF DOMES SHALL BE ALIGNED TO BE PERPENDICULAR OR RADIAL TO THE GRADE BREAK AT THE RAMP LANDING OR BETWEEN THE CURB RAMP AND THE STREET.

5. WHERE DOMES ARE ARRAYED RADIALLY THEY MAY DIFFER IN DOME DIAMETER AND CENTER-TO-CENTER SPACING WITHIN THE RANGES SPECIFIED ON THIS SHEET.

COLOR REQUIREMENTS:

6. DETECTABLE WARNING SURFACES SHALL CONTRAST VISUALLY WITH ADJACENT GUTTER, STREET OR HIGHWAY, OR PEDESTRIAN ACCESS ROUTE SURFACE, EITHER LIGHT-ON-DARK OR DARK-ON-LIGHT.

DETECTABLE WARNINGS LOCATIONS:

7. ON PERPENDICULAR CURB RAMPS, WHERE THE ENDS OF THE BOTTOM GRADE BREAK ARE IN FRONT OF THE BACK OF CURB, DETECTABLE WARNING SURFACES SHALL BE PLACED AT THE BACK OF CURB. WHERE THE ENDS OF THE BOTTOM GRADE BREAK ARE BEHIND THE BACK OF CURB AND THE DISTANCE FROM EITHER END OF THE BOTTOM GRADE BREAK TO THE BACK OF CURB IS 5' OR LESS, DETECTABLE WARNING SURFACES SHALL BE PLACED ON THE RAMP RUN WITHIN ONE DOME SPACING OF THE BOTTOM GRADE BREAK. WHERE THE ENDS OF THE BOTTOM GRADE BREAK ARE BEHIND THE BACK OF CURB AND THE DISTANCE FROM EITHER END OF THE BOTTOM GRADE BREAK TO THE BACK OF CURB IS MORE THAN 5', DETECTABLE WARNING SURFACES SHALL BE PLACED ON THE LOWER LANDING AT THE BACK OF CURB.

8. ON PARALLEL CURB RAMPS, DETECTABLE WARNING SURFACES SHALL BE PLACED ON THE TURNING SPACE AT THE FLUSH TRANSITION BETWEEN THE STREET AND SIDEWALK.

9. ON BLENDED TRANSITIONS, DETECTABLE WARNING SURFACES SHALL BE PLACED AT THE BACK OF CURB. WHERE RAISED PEDESTRIAN STREET CROSSINGS, DEPRESSED CORNERS, OR OTHER LEVEL PEDESTRIAN STREET CROSSINGS ARE PROVIDED, DETECTABLE WARNING SURFACES SHALL BE PLACED AT THE FLUSH TRANSITION BETWEEN THE STREET AND THE SIDEWALK.

10. AT CUT-THROUGH PEDESTRIAN REFUGE ISLANDS, DETECTABLE WARNING SURFACES SHALL BE PLACED AT THE EDGES OF THE PEDESTRIAN ISLAND AND SHALL BE SEPARATED BY A 2' MINIMUM LENGTH OF SURFACE WITHOUT DETECTABLE WARNINGS.

11. AT PEDESTRIAN AT-GRADE RAIL CROSSINGS NOT LOCATED WITHIN A STREET OR HIGHWAY, DETECTABLE WARNING SURFACES SHALL BE PLACED ON EACH SIDE OF THE RAIL CROSSING. THE EDGE OF THE DETECTABLE WARNING SURFACE NEAREST THE RAIL CROSSING SHALL BE 6' MINIMUM AND 15' MAXIMUM FROM THE CENTERLINE OF THE NEAREST RAIL. WHERE PEDESTRIAN GATES ARE PROVIDED, DETECTABLE WARNING SURFACES SHALL BE PLACED ON THE SIDE OF THE GATES OPPOSITE THE RAIL.

12. AT BOARDING PLATFORMS FOR BUSES AND RAIL VEHICLES, DETECTABLE WARNING SURFACES SHALL BE PLACED AT THE BOARDING EDGE OF THE PLATFORM.

13. AT BOARDING AND ALIGHTING AREAS AT SIDEWALK OR STREET LEVEL TRANSIT STOPS FOR RAIL VEHICLES, DETECTABLE WARNING SURFACES SHALL BE PLACED AT THE SIDE OF THE BOARDING AND ALIGHTING AREA FACING THE RAIL VEHICLES.

BY	REVISION	DATE

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

CURB RAMPS DETECTABLE WARNING DETAILS

MDOT MISSISSIPPI DEPARTMENT OF TRANSPORTATION

WORKING NUMBER CR-4

SHEET NUMBER 6424

ISSUE DATE: AUGUST 01, 2017

DRAWING No.: 12211

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STATE	PROJECT NO.
MISS.	

CORRUGATED STEEL AND ALUMINUM PIPE (ROUND)

PIPE DIAMETER (in)	MINIMUM COVER FROM TOP OF PIPE TO TOP OF SUBGRADE (in)	MAXIMUM FILL HEIGHT ABOVE TOP OF PIPE (ft) — SHEET THICKNESS (in)				
		0.064 STEEL 0.060 ALUM. 16 GAGE	0.079 STEEL 0.075 ALUM. 14 GAGE	0.109 STEEL 0.105 ALUM. 12 GAGE	0.138 STEEL 0.135 ALUM. 10 GAGE	0.168 STEEL 0.164 ALUM. 8 GAGE
		2⅔″ X ½″ CORRUGATED STEEL HELICAL	/ 3″ X 1″ OR 5″ X 1″ CORRUGATED STEEL HELICAL	/ 2⅔″ X ½″ CORRUGATED ALUMINUM HELICAL		
12″	12″	207′ / - / 125′	259′ / - / 157′	- / - / -	- / - / -	- / - / -
15″	12″	165′ / - / 100′	207′ / - / 125′	- / - / -	- / - / -	- / - / -
18″	12″	138′ / - / 83′	172′ / - / 104′	242′ / - / -	- / - / -	- / - / -
24″	12″	103′ / - / 62′	129′ / - / 78′	181′ / - / 109′	- / - / -	- / - / -
30″	12″	82′ / - / -	103′ / - / 69′	145′ / - / 97′	- / - / -	- / - / -
36″	12″	68′ / - / -	86′ / - / 62′	120′ / - / 87′	155′ / - / 94′	- / - / -
42″	12″	58′ / - / -	73′ / - / 51′	103′ / - / 73′	133′ / - / 80′	163′ / - / -
48″	12″	51′ / - / -	64′ / - / -	90′ / - / 62′	116′ / - / 70′	142′ / - / 85′
54″	12″	- / 46′ / -	57′ / 58′ / -	80′ / 82′ / 54′	103′ / 106′ / 62′	126′ / 129′ / 76′
60″	12″	- / 42′ / -	- / 52′ / -	72′ / 74′ / 48′	93′ / 95′ / 52′	114′ / 116′ / 64′
66″	12″	- / 38′ / -	- / 47′ / -	- / 66′ / -	84′ / 86′ / -	103′ / 106′ / 52′
72″	12″	- / 35′ / -	- / 43′ / -	- / 61′ / -	77′ / 79′ / -	94′ / 97′ / 43′
78″	12″	- / 32′ / -	- / 40′ / -	- / 56′ / -	- / 73′ / -	84′ / 89′ / -
84″	12″	- / 29′ / -	- / 37′ / -	- / 52′ / -	- / 68′ / -	72′ / 83′ / -
90″	12″	- / 27′ / -	- / 34′ / -	- / 49′ / -	- / 63′ / -	- / 77′ / -
96″	12″	- / - / -	- / 32′ / -	- / 46′ / -	- / 59′ / -	- / 72′ / -
102″	24″	- / - / -	- / 30′ / -	- / 43′ / -	- / 55′ / -	- / 68′ / -
108″	24″	- / - / -	- / - / -	- / 40′ / -	- / 52′ / -	- / 64′ / -
114″	24″	- / - / -	- / - / -	- / 38′ / -	- / 50′ / -	- / 61′ / -
120″	24″	- / - / -	- / - / -	- / 36′ / -	- / 47′ / -	- / 58′ / -

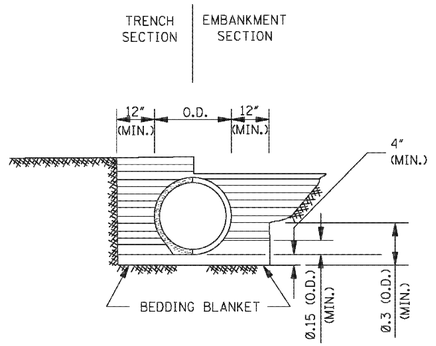
NOTE: THE AVERAGE INSIDE DIAMETER SHALL NOT VARY MORE THAN ONE (1) PERCENT OR ½″, WHICHEVER IS GREATER, FROM THE NOMINAL DIAMETER WHEN MEASURED ON THE INSIDE CREST OF THE CORRUGATIONS (AASHTO M 36M/M 36 & AASHTO M 196M/M 196).

CORRUGATED METAL PIPE ARCHES

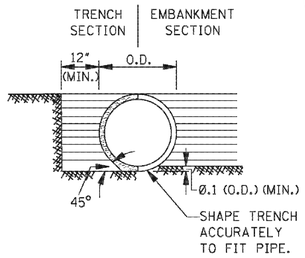
EQUIV. DIAMETER (in)	PIPE DIMENSION (SPAN X RISE) (in)	MINIMUM COVER	STEEL		ALUMINUM	
			MINIMUM THICKNESS REQUIRED (in)	MAXIMUM FILL HEIGHT ABOVE TOP OF PIPE (ft) FOR THE FOLLOWING CORNER BEARING PRESSURE (tons/ft²) † 4 tons/ft²	MINIMUM THICKNESS REQUIRED (in)	MAXIMUM FILL HEIGHT ABOVE TOP OF PIPE (ft) FOR THE FOLLOWING CORNER BEARING PRESSURE (tons/ft²) † 4 tons/ft²
			2⅔″ X ½″ CORRUGATION HELICAL		2⅔″ X ½″ CORRUGATION RIVETED OR HELICAL	
15″	17″ X 13″	12″	0.064″	13′	0.060″	13′
18″	21″ X 15″	12″	0.064″	12′	0.060″	12′
24″	28″ X 20″	12″	0.064″	12′	0.075″	12′
30″	35″ X 24″	12″	0.064″	12′	0.075″	12′
36″	42″ X 29″	12″	0.064″	12′	0.105″	12′
42″	49″ X 33″	12″	0.079″	12′	0.105″	12′
48″	57″ X 38″	12″	0.109″	12′	0.135″	12′
54″	64″ X 43″	12″	0.109″	12′	0.135″	12′
60″	71″ X 47″	12″	0.138″	12′	0.164″	12′
66″	77″ X 52″	12″	0.168″	12′		
72″	83″ X 57″	12″	0.168″	12′		
		3″ X 1″ CORRUGATION HELICAL	/	5″ X 1″ CORRUGATION HELICAL		
48″	53″ X 41″	12″ / -	0.079″ / -	12′ / -		
54″	60″ X 46″	15″ / -	0.079″ / -	20′ / -		
60″	66″ X 51″	15″ / -	0.079″ / -	20′ / -		
66″	73″ X 55″	18″ / -	0.079″ / -	20′ / -		
72″	81″ X 59″	18″ / 18′	0.079″ / 0.109″	17′ / 17′		
78″	87″ X 63″	18″ / 18″	0.079″ / 0.109″	16′ / 16′		
84″	95″ X 67″	18″ / 18″	0.079″ / 0.109″	16′ / 16′		
90″	103″ X 71″	18″ / 18″	0.109″ / 0.109″	16′ / 16′		
96″	112″ X 75″	21″ / 21″	0.109″ / 0.109″	16′ / 16′		
102″	117″ X 79″	21″ / 21″	0.109″ / 0.109″	16′ / 16′		
108″	128″ X 83″	24″ / 24″	0.138″ / 0.138″	16′ / 16′		
114″	137″ X 87″	24″ / 24″	0.138″ / 0.138″	16′ / 16′		
120″	142″ X 91″	27″ / 27″	0.168″ / 0.168″	16′ / 16′		

NOTES:
1. THE AVERAGE INSIDE DIAMETER SHALL NOT VARY MORE THAN ONE (1) PERCENT OR ½″, WHICHEVER IS GREATER, FROM THE NOMINAL DIAMETER WHEN MEASURED ON THE INSIDE CREST OF THE CORRUGATIONS. (AASHTO M 36M/M 36 & AASHTO M 196M/M 196).

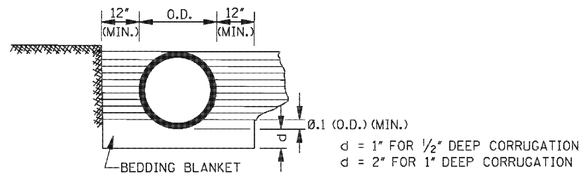
† 2. BEARING PRESSURES FOR GIVEN FILL HEIGHT SHALL HAVE FOUNDATION MATERIALS INVESTIGATED TO DETERMINE BEARING CAPACITY.



CLASS B



CLASS C



CLASS C MODIFIED

MAXIMUM HEIGHT OF FILL OVER REINFORCED CONCRETE PIPE

CLASS OF PIPE	MAXIMUM COVER (ft)	
	CLASS "C" BEDDING	CLASS "B" BEDDING
III	12′	19′
IV	18′	30′
V	28′	48′
SPECIAL DESIGN	>28′	>48′

NOTE: CLASS OF PIPE AND BEDDING TO BE CONSISTENT THROUGHOUT THE PIPE LENGTH.

GENERAL NOTES:

1. MINIMUM SPACING BETWEEN MULTIPLE LINES OF PARALLEL PIPE SHALL BE THE DISTANCE REQUIRED FOR INSTALLING THE ADJACENT FLARED END SECTIONS OR AS SHOWN ON THE HEADWALL DRAWINGS FOR CONDUITS REQUIRING HEADWALLS.
2. UNLESS OTHERWISE INDICATED, THE TOP OF THE PIPE SHALL BE BELOW THE TOP OF THE SUBGRADE, AND A MINIMUM OF 12″ OF COVER OVER THE TOP OF THE PIPE SHALL BE MAINTAINED BETWEEN THE SHOULDER LINES.
3. WHERE PRE-BED PIPE IS INSTALLED, FLARED END SECTIONS FROM OTHER MANUFACTURERS MAY BE JOINED TO PRE-BED PIPE PROVIDED A CONCRETE COLLAR IS PLACED AT THE CONTRACTOR'S EXPENSE AND A DEFORMATION TO THE PIPE'S FLOWLINE IS NOT EVIDENT ON FINAL PLACEMENT.
4. THE BACKFILL SHALL BE EITHER CLASS "B", CLASS "C", OR CLASS "C" MODIFIED. A MINIMUM COMPACTION LEVEL OF 95% STANDARD PROCTOR DENSITY PER AASHTO T99 SHALL BE ACHIEVED BY USE OF VIBRATORY PLATE. HYDROHAMMER TYPE COMPACTORS SHALL NOT BE USED OVER THE PIPE. ALL COMPACTION EQUIPMENT USED SHALL BE APPROVED BY THE ENGINEER.

BY	REVISION	DATE

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

PIPE CULVERT INSTALLATION

MDOT

WORKING NUMBER
PI-1

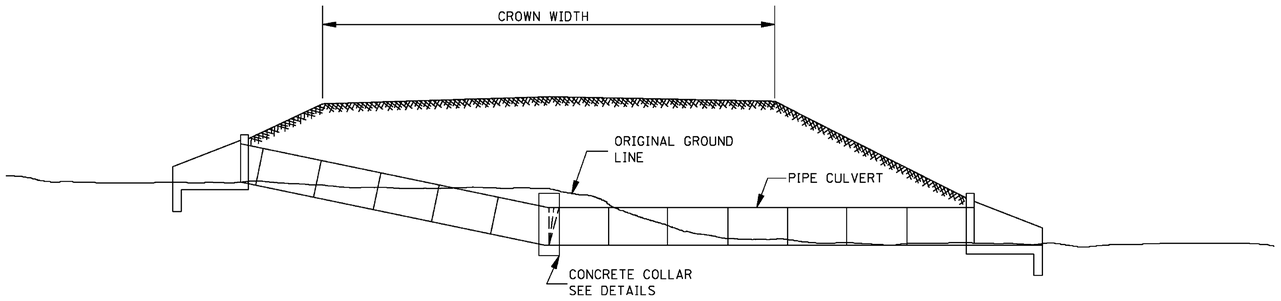
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ISSUE DATE: AUGUST 01, 2017

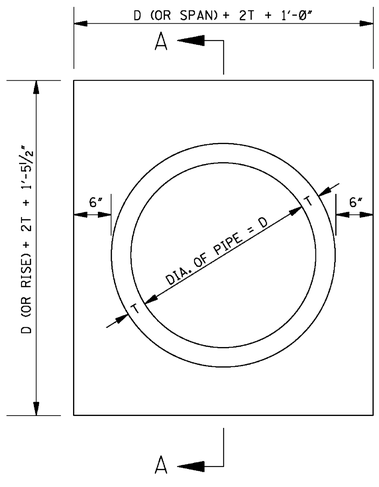
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STATE	PROJECT NO.
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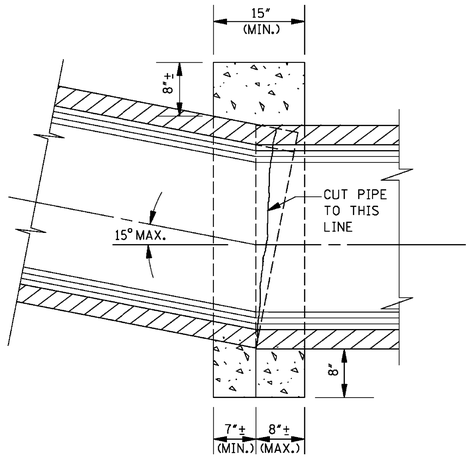


TYPICAL INSTALLATION FOR PIPE CULVERT WITH BROKEN FLOW LINE



ELEVATION OF CONCRETE COLLAR

NOTE: CIRCULAR PIPE IS SHOWN, ARCH PIPE IS SIMILAR.



SECTION A–A

GENERAL NOTES:

1. THE MAXIMUM BEND ANGLE IS 15 DEGREES.

2. THE FOLLOWING QUANTITIES SHALL BE THE BASIS FOR PAYMENT UNLESS AUTHORIZED MODIFICATIONS ARE MADE:

QUANTITIES FOR
CONCRETE COLLAR FOR PIPE CULVERTS

CIRCULAR PIPE		ARCH PIPE	
DIA. OF PIPE	CLASS "B" CONCRETE (yd^3)	SIZE OF PIPE	CLASS "B" CONCRETE (yd^3)
12"	0.240		
15"	0.260	18 x 11	0.280
18"	0.320	22 x 13	0.310
24"	0.410	29 x 18	0.410
30"	0.510	36 x 23	0.490
36"	0.620	44 x 27	0.600
42"	0.730	51 x 31	0.690
48"	0.850	58 x 36	0.820
54"	0.980	65 x 40	0.920
60"	1.110	73 x 45	1.070
66"	1.248	88 x 54	1.366
72"	1.393		

REVISION	BY	DATE

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

CONCRETE PIPE COLLAR

MDOT

WORKING NUMBER
PC-1

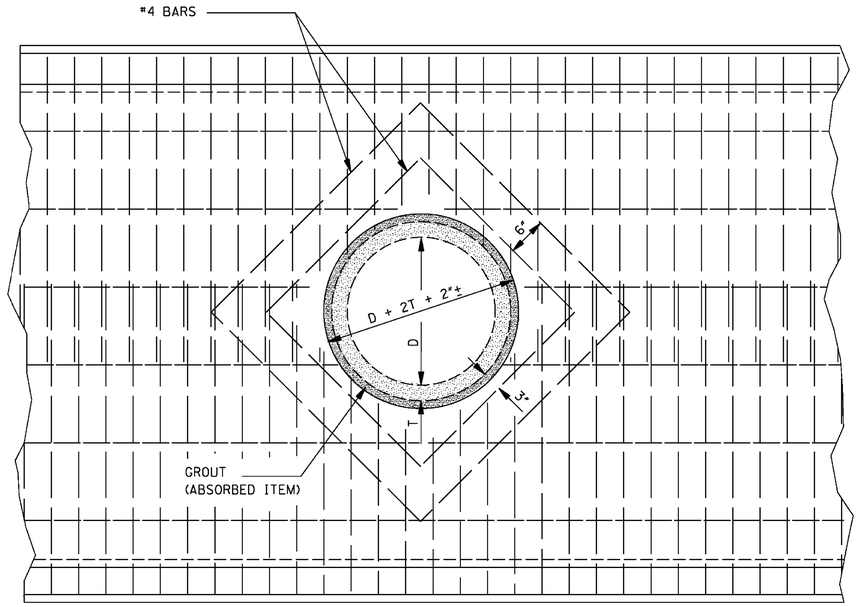
ISSUE DATE: AUGUST 01, 2017

SHEET NUMBER
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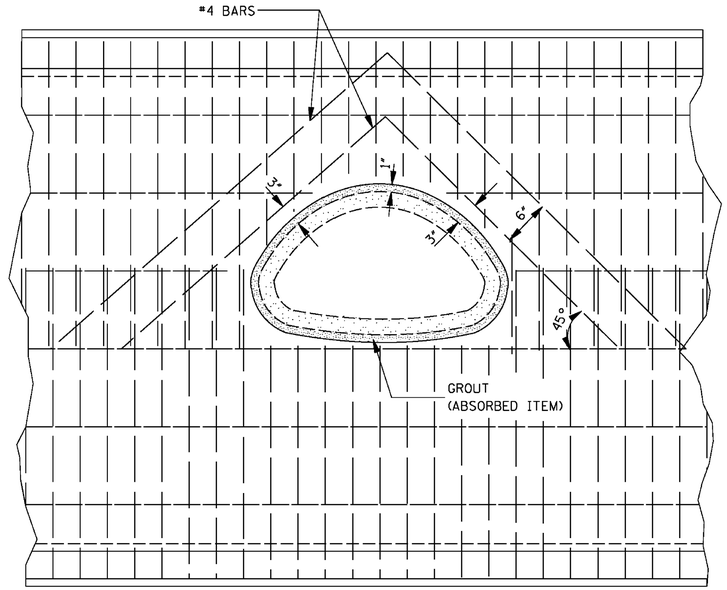
DRAWING No.: 12211

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STATE	PROJECT NO.
MISS.	



ELEVATION SHOWING CIRCULAR PIPE
STUBBED INTO BOX CULVERT BARREL OR WING–WALL



ELEVATION SHOWING ARCH PIPE STUBBED
INTO BOX CULVERT BARREL OR WING–WALL

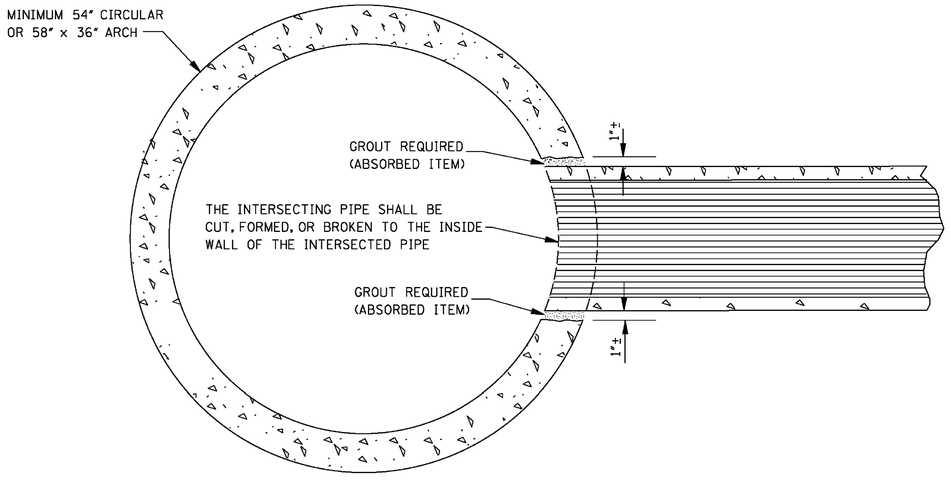
BAR LIST		
PIPE SIZE	#4 BARS	
	NO.	LGTH.
18"	4	2'-6"
	4	3'-6"
24"	4	3'-1"
	4	4'-1"
30"	4	3'-8½"
	4	4'-8½"
22" X 13"	2	3'-10"
	2	4'-9"
	1	5'-4"
29" X 18"	2	4'-6"
	2	5'-5"
	1	6'-3"

NOTES:

1. A 24" DIAMETER PIPE IS THE MAXIMUM SIZE THAT MAY BE STUBBED INTO A 54" DIAMETER PIPE.
2. A 60" DIAMETER PIPE IS THE MINIMUM SIZE THAT A 30" DIAMETER PIPE MAY BE STUBBED INTO.

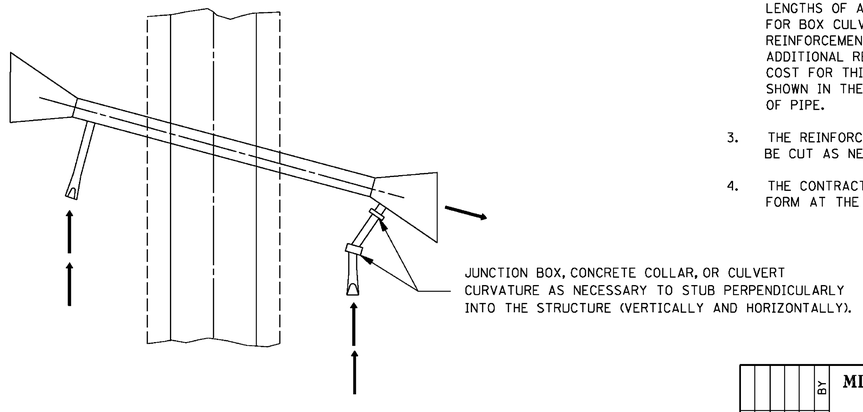
GENERAL NOTES:

1. PAYMENT FOR WORK AND MATERIALS FOR STUBBING A PIPE CULVERT INTO A BOX CULVERT OR CONCRETE PIPE SHALL BE PAID FOR AS A BRANCH CONNECTION OF THE APPROPRIATE SIZE, TYPE AND DESCRIPTION.
2. THE TABLE ON THIS SHEET INDICATES THE NUMBER AND LENGTHS OF ADDITIONAL REINFORCING STEEL BARS REQUIRED FOR BOX CULVERTS CONSTRUCTED. FOR A DOUBLE ROW OF REINFORCEMENT, DOUBLE THE NUMBER OF BARS SHOWN. THE ADDITIONAL REINFORCING STEEL SHALL BE INCLUDED IN THE COST FOR THIS TYPE OF BRANCH CONNECTION. THE QUANTITIES SHOWN IN THE TABLE ARE FOR THE MOST COMMON SIZES OF PIPE.
3. THE REINFORCEMENT OF THE INTERSECTED BOX OR PIPE SHALL BE CUT AS NECESSARY TO ACCOMMODATE THE STUBBED PIPE.
4. THE CONTRACTOR MAY INSERT THE INTERSECTING PIPE INTO THE FORM AT THE PROPER LOCATION IN LIEU OF FORMING BY BLOCKING OUT.



ELEVATION SHOWING PIPE CULVERT
STUBBED INTO CONCRETE PIPE CULVERT

NOTE: TYPICAL INSTALLATION FOR MEDIAN STUB TO CROSSING DRAIN WITH MINIMUM COVER.



TYPICAL PLAN OF BRANCH CONNECTION
TO BOX CULVERT WING–WALL

BY	REVISION	DATE

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

BRANCH CONNECTIONS

MDOT

WORKING NUMBER
BC-1

ISSUE DATE: AUGUST 01, 2017

SHEET NUMBER
6507

DRAWING No.: 12211

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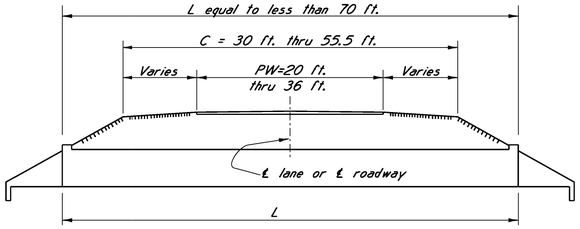


Diagram "A" - drawn for L = 60 ft. & PW = 24 ft.

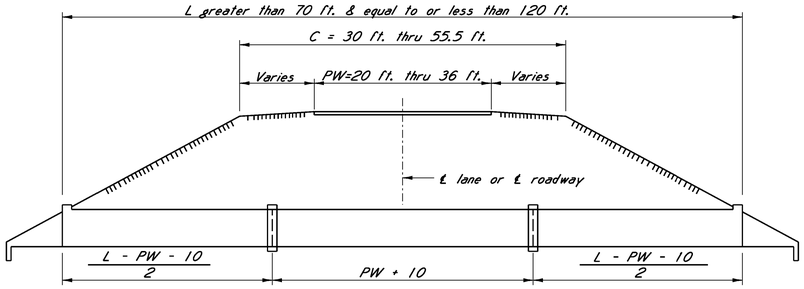


Diagram "B" - drawn for L = 90 ft. & PW = 24 ft.

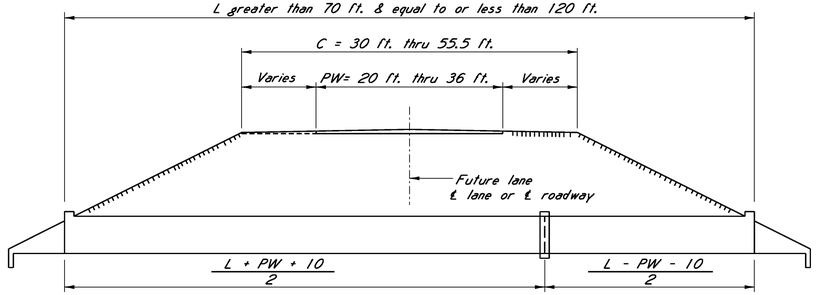


Diagram "C" - Drawn for L = 90 ft. & PW = 24 ft.

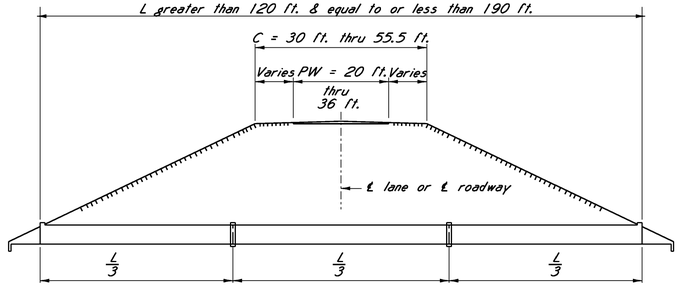


Diagram "D" - drawn for L = 150 ft. & PW = 24 ft.

NOTE: These collar locations are for culverts constructed normal to ℄ roadway and shall be adjusted for skew per details in group IV.

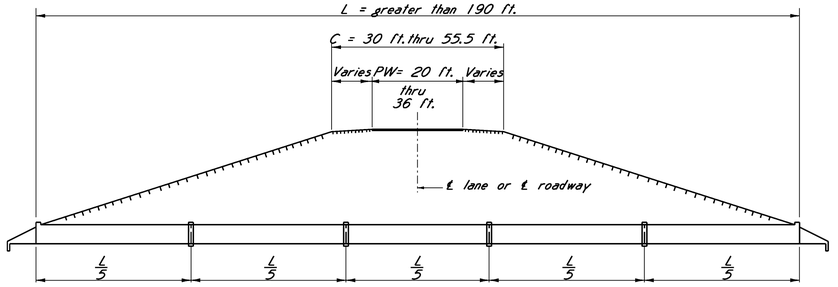


Diagram "E" - drawn for L = 200 ft. & PW = 24 ft.

SIDE ELEVATION OF CULVERTS CONSTRUCTED NORMAL TO ℄ ROADWAY

Showing collar locations

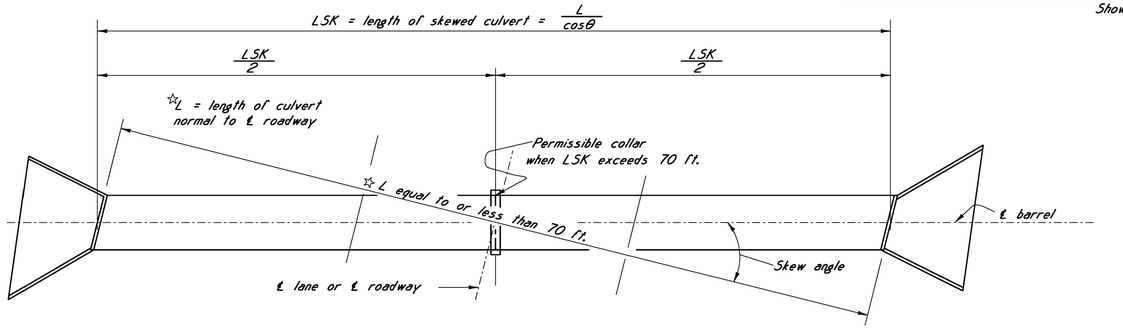


DIAGRAM "A"
PLAN OF SKEWED CULVERT

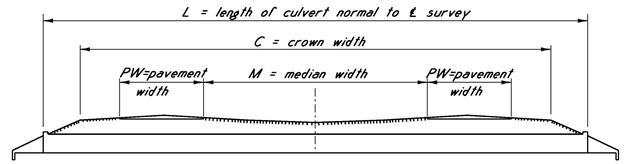
Typical for diagram "A" group I and skewed 15° right forward
(No collars required)
Note : LSK = 1.03528(L) for 15° skew.

GROUP IV DIAGRAMS
TYPICAL DIAGRAMS FOR SKEWED CULVERTS

Application of diagrams:
The following diagrams show the general application of joint location diagrams in groups I, II & III to skewed culverts.
Location of barrel joints for skewed culverts is determined as follows:
1. With LSK (length of skewed culvert along ℄ barrel) given and number of joints and length of barrel sections required, multiply LSK by the cosine of the skew angle θ to obtain L (length of culvert normal to ℄ roadway).
2. Enter group I, II or III (determined by roadway cross section) with L to determine the number of joints and length of each barrel section for a culvert constructed normal to ℄ roadway.
3. Divide each length of section by the cosine of the skew angle θ to determine the length of each barrel section along ℄ barrel.
4. Place the barrel joints (type per basic dwg.) at these locations. if the length of any section exceeds 70 ft. and a construction joint is desired (to reduce yardage of pour) place a construction joint in center of section.

GENERAL NOTES:

This drawing shows collar locations for box culverts constructed normal to ℄ of roadway and general details necessary to locate collars for culverts on 15, 30 and 45° skews.
The diagrams on this sheet show collar locations for culverts under variable amounts of cover, crown width and side slopes.
Collars shall be placed only at locations shown unless otherwise stated.
Collars shall not be located closer than 5 ft. outside pavement for cover of 8 ft. or less except in cases where median is less than 10 ft. where cover exceeds 8 ft., collars may be located without regard to pavement edge.
Collar locations per group IV, if required, shall have reinforcement continuous thru collar and shall be placed only at locations indicated.
General requirements of basic culvert drawings shall apply except as specifically modified hereon.



SIDE ELEVATION OF CULVERTS CONSTRUCTED NORMAL TO ℄ SURVEY

Showing variable for diagrams in group I.

✱ **NOTE:** Group 1 : 2 or 3 - 10 ft. thru 12 ft. traffic lanes
or 2 - 12 ft. (present) & 1 - 12 ft. (future) traffic lanes

DEPARTMENT OF TRANSPORTATION MDOT MISSISSIPPI

REVISIONS | BY | DATE

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
BASIC CULVERT DRAWING
COLLAR LOCATIONS
NORMAL AND SKEWED CULVERTS
GROUP I DIAGRAMS✱

SHT. 1 OF 3

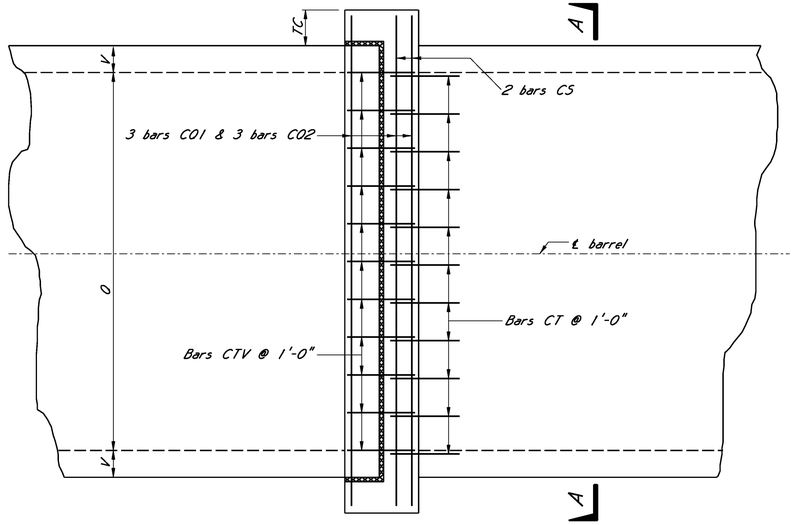
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SHEET NUMBER 7005

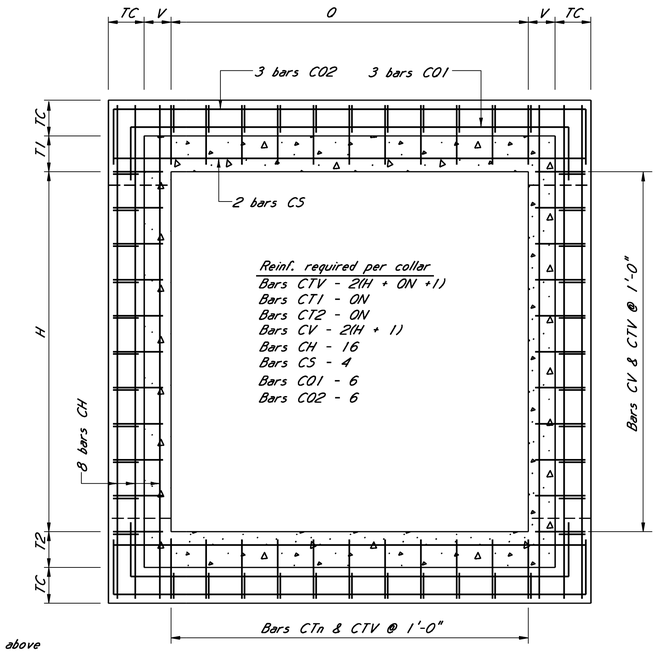
DESIGNER PAUL DEES, P.E. CHECKER PICKERING FIRM, INC.
DETAILER PAUL DEES, P.E. ISSUE DATE 1/1/2015
DIRECTOR OF STRUCTURES, STATE BRIDGE ENGINEER - JUSTIN WALKER PE.
DEP. DIR. OF STRUCTURES, ASST. STATE BRIDGE ENGINEER - SCOTT WESTERFIELD PE.

DRAWING No.: 12211

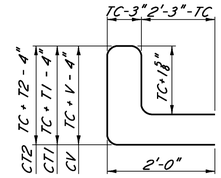
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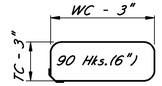
PLAN OF COLLAR



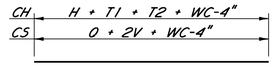
SECTION A-A



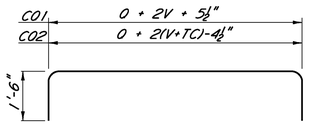
Bars CTn & CV - #5



BARS CTV - #5



BARS CH & CS - #4



BARS COn - #4

BAR BENDING DETAILS

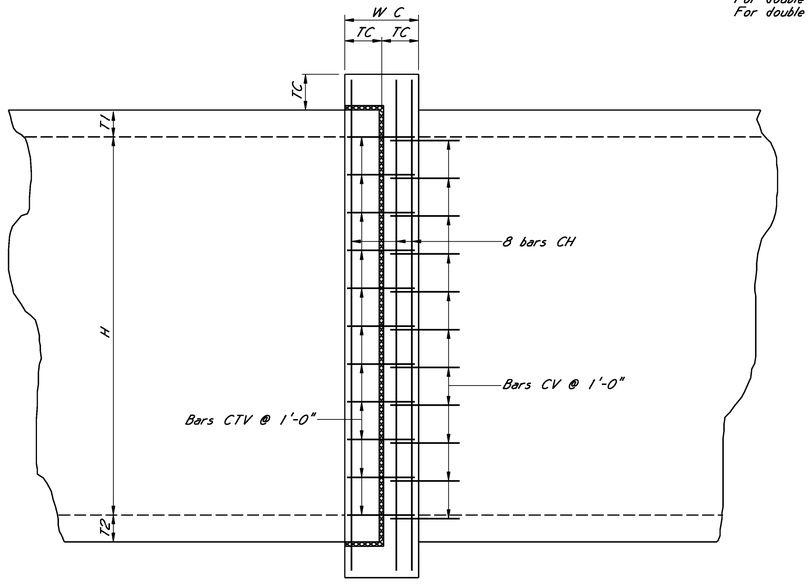
Dimensions are out to out

NOTE: See headwall details for collar quantities.

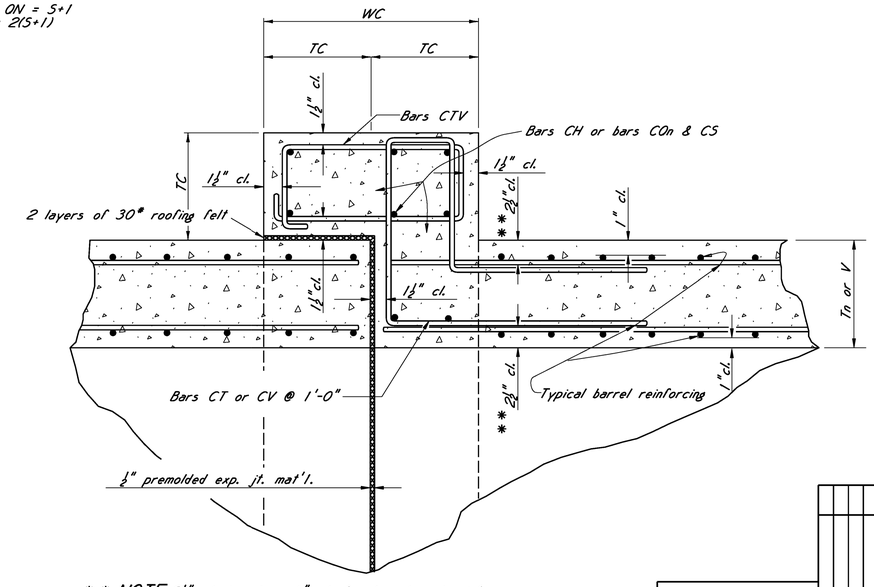
NOTE: For H = 6 Ft.
TC = 9"
WC = 1'-6"

NOTE: For H = 8 Ft. & above
TC = 1'-0"
WC = 2'-0"

NOTE: For single cell box: O = S (clear span), ON = S+1
For double cell box: O = 2(S)+V2, ON = 2(S+1)
For double cell box: V = V1



ELEVATION OF COLLAR



** NOTE: 2½" cl. based on 1" cl. for typ. barrel reinf.
this cl. shall be adjusted for cl. other than 1".

TYPICAL SECTION OF COLLAR

GENERAL NOTES:

This drawing is detailed for a single cell box structure, and double-cell box structures shall be treated similarly as shown.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

COLLAR DETAILS FOR BOX STRUCTURES (SINGLE & DOUBLE)

BY	REVISIONS	DATE

DESIGNER PAUL DEES, P.E. CHECKER PICKERING FIRM, INC.
DETAILER PAUL DEES, P.E. ISSUE DATE 1/1/2015

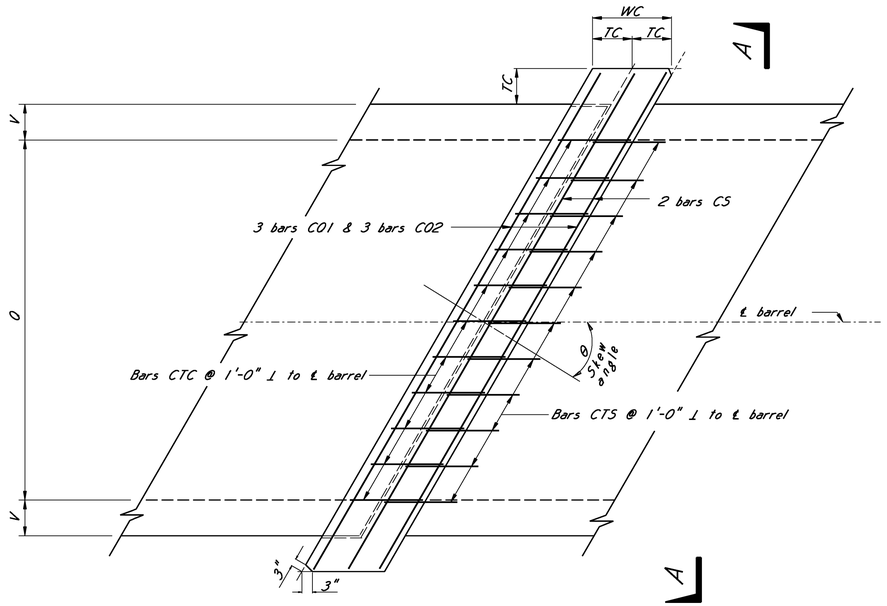
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DEP. DIR. OF STRUCTURES, ASST. STATE BRIDGE ENGINEER - SCOTT WESTERFIELD PE.

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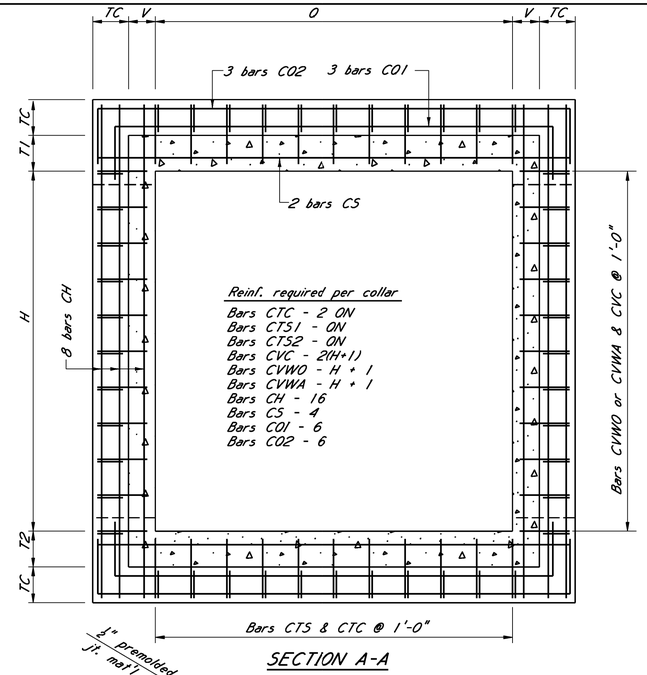
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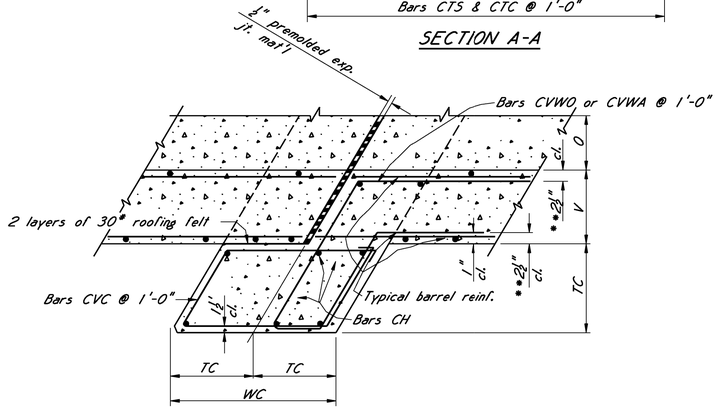
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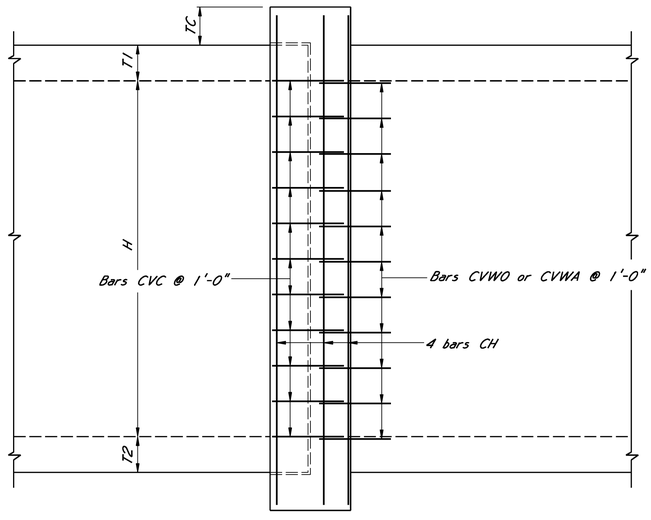
PLAN OF COLLAR



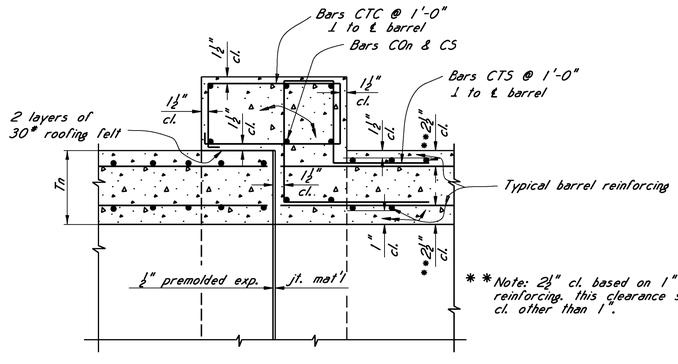
SECTION A-A



TYPICAL SECTION OF COLLAR AT WALL

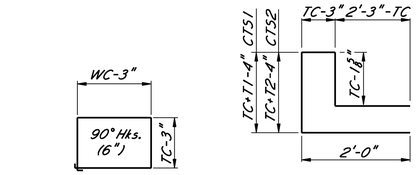


ELEVATION OF COLLAR



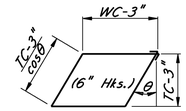
**Note: 2½" cl. based on 1" cl. for typical barrel reinforcing. this clearance shall be adjusted for cl. other than 1".

TYPICAL SECTION OF COLLAR - TOP & BOTTOM

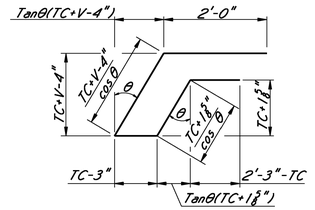


BARS CTC - #5

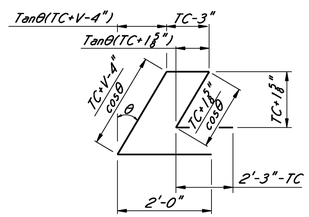
BARS CTSn - #5



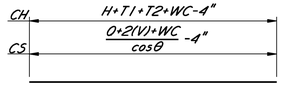
BARS CVC - #5



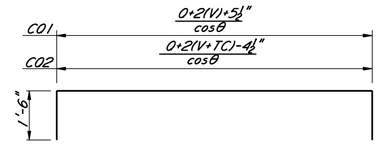
BARS CVWO - #5



BARS CVWA - #5



BARS CS & CH - #4



BARS C0n - #4

BAR BENDING DETAILS

Dimensions are out to out.

NOTE: For H = 6 Ft. TC = 9" WC = 1'-6"

NOTE: For H = 8 Ft. & above TC = 1'-0" WC = 2'-0"

NOTE: For single cell box: O = S (clear span), ON = S+1
For double cell box: O = 2(S)+V2, ON = 2(S+1)
For double cell box: V = V1
θ = Skew angle

NOTE: See headwall details for collar quantities.

GENERAL NOTES:

This drawing is detailed for a single cell box structure, and double-cell box structures shall be treated similarly as shown.
Skewed collar details shall not be used unless directed by the Director of Structures, State Bridge Engineer.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SKEWED COLLAR DETAILS FOR BOX STRUCTURES (SINGLE & DOUBLE)

REVISIONS BY

DATE

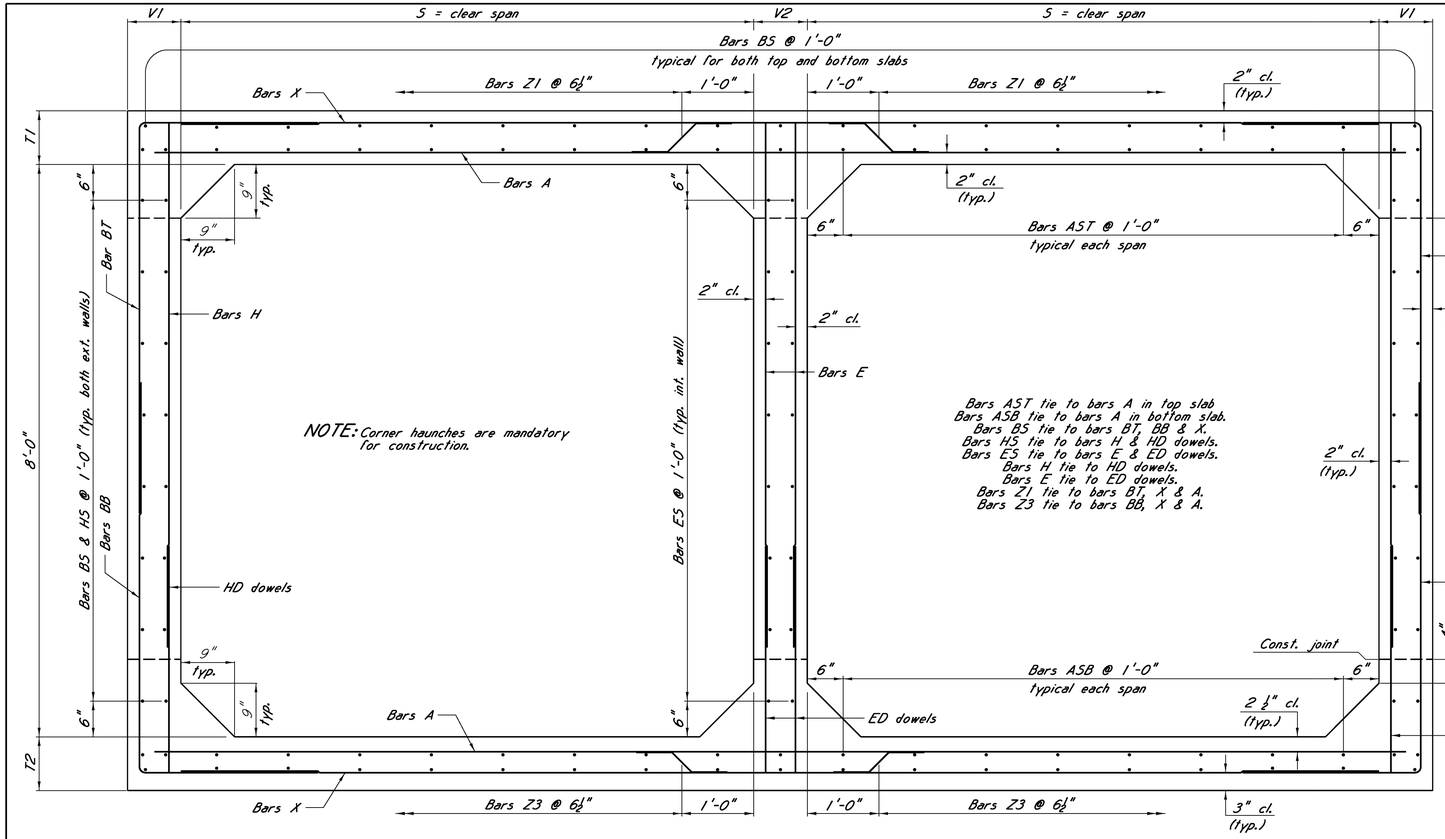
DESIGNER PAUL DEES, P.E. CHECKER PICKERING FIRM, INC.
DETAILER PAUL DEES, P.E. ISSUE DATE 1/1/2015
DIRECTOR OF STRUCTURES, STATE BRIDGE ENGINEER - JUSTIN WALKER PE.
DEP. DIR. OF STRUCTURES, ASST. STATE BRIDGE ENGINEER - SCOTT WESTENFIELD PE.

WORKING NUMBER ICJS-1

SHEET NUMBER 7009

DRAWING No.: 12211

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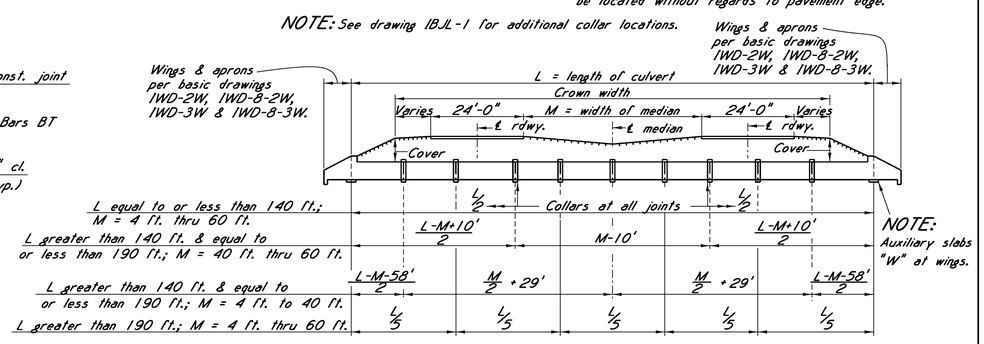
CROSS SECTION

NOTE: Box culverts with less than 2'-6" cover will have to be designed individually.

NOTE: Where cover is 8 ft. or less and a joint occurs within the limits of 5 ft. beyond each edge of pavement, use complete collar at joints per basic drawing ICJ-1 or ICJS-1.

note: Joints shall not be located closer than 5 ft. outside of pavement for cover of 8 ft. or less except in the cases where median is less than 10 ft. where cover exceeds 8 ft. joints may be located without regards to pavement edge.

NOTE: See drawing IBJL-1 for additional collar locations.



NOTE: Auxiliary slabs "W" at wings.

SIDE ELEVATION OF CULVERT

Showing collar locations
Drawn for L = 150 ft. and M = 60 ft.

NOTE: For bar lengths, number of bars and estimated quantities see sheet no. 7119 & 7120.

NOTE: For reinforcing required in parapet & wingwalls to be placed prior to barrel construction, see basic drawings IWD-2W, IWD-8-2W, IWD-3W & IWD-8-3W.

GENERAL NOTES:

Specifications: Mississippi standard specifications for road and bridge construction, 2004.
Barrel details on this sheet shall be used with cover from 2'-6" to the maximum shown on basic drawing IBD-8.
no change of plans will be permitted expect by written approval of the director of structures, state bridge engineer. minor changes in detail of design or construction procedure may be authorized by the director of structures, state bridge engineer provided such changes will not be cause for contract price adjustment.
All concrete shall be class "B".
Expansion joint material shall be bituminous fiber type unless unless otherwise noted.
All exposed edges shall be chamfered ¾".
Bar bending details shall be in accordance with "Manual of Standard Practice for Detailing Reinforced Concrete Structures" (ACI 315R-94).
Reinforcement order lists and required placing plans shall be furnished in accordance with section 805 of the Mississippi Standard Specifications. Partial submittals are not acceptable.
Horizontal construction joints may be placed only at the locations shown and concrete shall be allowed to set a minimum of 2 hours before continuing pour.
Reinforcing steel shall be placed in accordance with cross sections and shall be adequately supported from the forms.
All bars shall be accurately spaced and securely wired at each intersection before placing concrete.
All dimensions shall be verified in the field prior to fabrication of the reinforcing steel.
Finish concrete per section 804.03.19.6.2 of the specifications.
Reinforcing steel shall be ASTM A615, grade 60, unless otherwise noted.
Work for which no pay item is provided in the proposal will not be paid for directly and compensation therefor will be included in the prices and payments for bid items.
Concrete in collars shall be allowed to set a minimum of 24 hours before continuing pour.

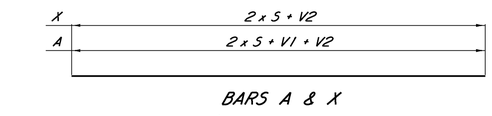
SPECIAL PROVISIONS REQUIRED:

Concrete bridges and structures . . . . . No. 907-804

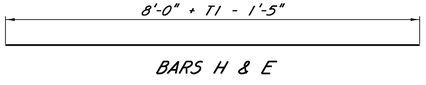
DESIGN DATA:

Specifications. . . . . A.A.S.H.T.O., 2010 LRFD
Loading. HL-93
Box bridge concrete. . . . . Class "B" (3,500 p.s.i.)
Equivalent fluid pressure. . . 45 lbs. per cu. ft.

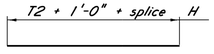
REBAR TABLE	
SIZE	SPLICE (FT.)
#4	1'-5"
#5	1'-9"
#6	2'-1"
#7	2'-8"
#8	3'-5"
#9	4'-4"
#10	5'-6"
#11	6'-9"



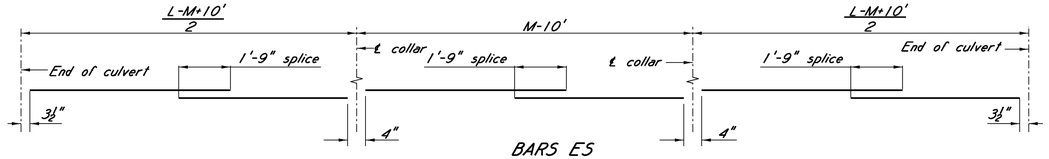
BARS A & X



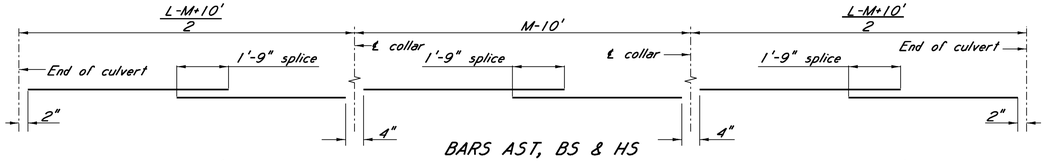
BARS H & E



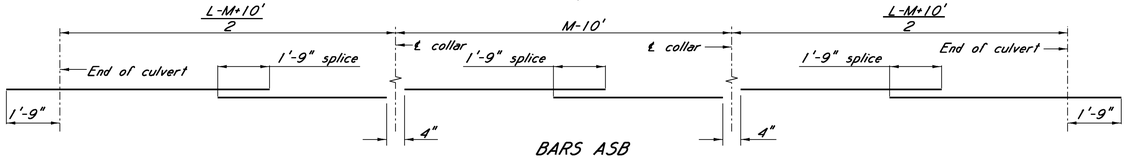
HD & ED DOWELS



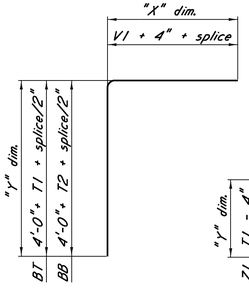
BARS ES



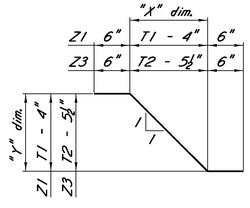
BARS AST, BS & HS



BARS ASB



BARS BT & BB



BARS Zn

BAR BENDING DETAILS

Dimensions are out to out

NOTE: The diagrams for Bars ASB, AST, BS, HS & ES are for a culvert length greater than 140 ft. and equal to or less than 190 ft. with a median of 40 ft. thru 60 ft. for conditions other than these, use sections as shown on elevation of culvert.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

BASIC BARREL DETAILS FOR DOUBLE CELL BOX CULVERT

HEIGHT 8 FT.

SPANS 16 - 32 FT.

SHT. 1 OF 3

WORKING NUMBER IBD-8

SHEET NUMBER 7118

REVISIONS | BY | DATE

DESIGNER PAUL DEES, P.E. CHECKER PICKERING FIRM, INC.
DETAILER PAUL DEES, P.E. ISSUE DATE 1/1/2015
DIRECTOR OF STRUCTURES, STATE BRIDGE ENGINEER - JUSTIN WALKER PE.
DEP. DIR. OF STRUCTURES, ASST. STATE BRIDGE ENGINEER - SCOTT WESTERFIELD PE.

DRAWING No.: 12211

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AREA OF OPENING SQ. FT.	SIZE OF CULVERT FT. x FT. "S"x"H"	BAR LIST FOR BARREL																																		EST. QUANTITIES PER LIN. FT. BARREL	
		COVER	T1	T2	V1	V2	BARS "A"		BARS "BT"		BARS "BB"		BARS "X"		BARS "H"		"HD" DOWELS		BARS "E"		"ED" DOWELS		BARS "AST"		BARS "ASB"		BARS "HS"		BARS "BS"			BARS "ES"		BARS "Z1"			BARS "Z3"			CONC. CU. YD.	REINF. STEEL LBS.
							SIZE	SPACING	SIZE	SPACING	SIZE	SPACING	SIZE	SPACING	SIZE	SPACING	SIZE	SPACING	SIZE	SPACING	SIZE	SPACING	SIZE	NO.	SIZE	NO.	SIZE	NO.	NO. (WALLS)	NO. (SLABS)	SIZE	NO.	SIZE	SPACING	NO.	SIZE	SPACING	NO.		
128	8x8	5'-0"	9"	9"	9"	9"	#6	7"	#4	7"	#4	7"	#4	7"	#4	7"	#4	7"	#4	7"	#4	7"	#4	21	#4	21	#4	16	#4	16	38	#4	16							1.7639	298.536
		10'-0"	9"	10½"	9"	9"	#5	7"	#4	7"	#4	7"	#5	7"	#4	7"	#4	7"	#4	7"	#4	7"	#4	21	#4	21	#4	16	#4	16	38	#4	16							1.8484	293.391
		15'-0"	11"	1'-0½"	9"	9"	#5	7½"	#4	7½"	#4	7½"	#5	7½"	#4	7½"	#4	7½"	#4	7½"	#4	7½"	#4	21	#4	21	#4	16	#4	16	38	#4	16							2.0737	281.669
		20'-0"	1'-0"	1'-1½"	9"	9"	#5	8"	#4	8"	#4	8"	#5	8"	#4	8"	#4	8"	#4	8"	#4	8"	#4	21	#4	21	#4	16	#4	16	38	#4	16							2.1863	270.411
		25'-0"	1'-2"	1'-3½"	9½"	9"	#5	8"	#4	8"	#4	8"	#5	8"	#4	8"	#4	8"	#4	8"	#4	8"	#4	21	#4	21	#4	16	#4	16	40	#4	16							2.4439	274.048
		30'-0"	1'-3½"	1'-5"	10½"	9"	#5	8"	#4	8"	#4	8"	#5	8"	#4	8"	#4	8"	#4	8"	#4	8"	#4	21	#4	21	#4	16	#4	16	40	#4	16							2.6798	276.146
160	10x8	5'-0"	9"	10½"	9"	9"	#6	6½"	#4	6½"	#4	6½"	#5	6½"	#4	1'-1"	#4	1'-1"	#4	1'-1"	#4	1'-1"	#4	25	#4	25	#4	16	#4	16	46	#4	16							2.0891	361.110
		10'-0"	10½"	1'-0½"	9"	9"	#5	6"	#4	6"	#4	6"	#5	6"	#4	1'-0"	#4	1'-0"	#4	1'-0"	#4	1'-0"	#4	25	#4	25	#4	16	#4	16	46	#4	16							2.3295	345.271
		15'-0"	1'-1"	1'-3"	9"	9"	#5	6"	#4	6"	#4	6"	#5	6"	#4	1'-0"	#4	1'-0"	#4	1'-0"	#4	1'-0"	#4	25	#4	25	#4	16	#4	16	46	#4	16							2.6728	347.498
		20'-0"	1'-4"	1'-5½"	9"	9"	#5	6½"	#4	6½"	#4	6½"	#5	6½"	#4	1'-1"	#4	1'-1"	#4	1'-1"	#4	1'-1"	#4	25	#4	25	#4	16	#4	16	46	#4	16							3.0505	330.427
		25'-0"	1'-0"	1'-0½"	9½"	9"	#7	6"	#5	6"	#5	6"	#7	6"	#4	1'-0"	#4	1'-0"	#4	1'-0"	#4	1'-0"	#4	25	#4	25	#4	16	#4	16	48	#4	16	#5	1'-0"	14	#5	1'-0"	14	2.4635	601.009
		30'-0"	1'-1½"	1'-2"	11"	9"	#7	6"	#5	6"	#5	6"	#7	6"	#4	1'-0"	#4	1'-0"	#4	1'-0"	#4	1'-0"	#4	25	#4	25	#4	16	#4	16	48	#4	16	#5	1'-0"	14	#5	1'-0"	14	2.7656	609.947
192	12x8	5'-0"	10½"	11½"	9"	9"	#6	6"	#5	6"	#5	6"	#6	6"	#5	1'-0"	#5	1'-0"	#5	1'-0"	#5	1'-0"	#4	29	#4	29	#4	16	#4	16	54	#4	16							2.5324	527.336
		10'-0"	1'-0"	1'-1"	9"	9"	#6	6"	#4	6"	#4	6"	#6	6"	#4	1'-0"	#4	1'-0"	#4	1'-0"	#4	1'-0"	#4	29	#4	29	#4	16	#4	16	54	#4	16							2.7755	482.485
		15'-0"	1'-3"	1'-5½"	9"	9"	#6	6"	#4	6"	#4	6"	#6	6"	#4	1'-0"	#4	1'-0"	#4	1'-0"	#4	1'-0"	#4	29	#4	29	#4	16	#4	16	54	#4	16							3.3831	485.825
		20'-0"	1'-1"	1'-1"	9½"	9½"	#8	6½"	#5	6½"	#5	6½"	#8	6½"	#5	1'-1"	#5	1'-1"	#5	1'-1"	#5	1'-1"	#4	29	#4	29	#4	16	#4	16	56	#4	16	#5	1'-1"	16	#5	1'-1"	16	2.9035	777.922
		25'-0"	1'-2"	1'-2½"	9½"	9"	#7	6"	#5	6"	#5	6"	#8	6"	#4	1'-0"	#4	1'-0"	#4	1'-0"	#4	1'-0"	#4	29	#4	29	#4	16	#4	16	56	#4	16	#5	1'-0"	16	#5	1'-0"	16	3.0910	757.086
		30'-0"	1'-3"	1'-4"	11½"	9"	#7	6"	#5	6"	#5	6"	#8	6"	#4	1'-0"	#4	1'-0"	#4	1'-0"	#4	1'-0"	#4	29	#4	29	#4	16	#4	16	56	#4	16	#4	6"	16	#4	6"	16	3.4249	786.632
224	14x8	5'-0"	1'-0"	1'-0½"	9"	9"	#7	6"	#5	6"	#5	6"	#6	6"	#5	1'-0"	#5	1'-0"	#5	1'-0"	#5	1'-0"	#4	33	#4	33	#4	16	#4	16	62	#4	16							3.0374	651.783
		10'-0"	1'-1½"	1'-3"	9"	9"	#6	6"	#5	6"	#5	6"	#7	6"	#4	1'-0"	#4	1'-0"	#4	1'-0"	#4	1'-0"	#4	33	#4	33	#4	16	#4	16	62	#4	16							3.4109	634.485
		15'-0"	1'-1"	1'-1"	9"	9"	#8	6"	#6	6"	#6	6"	#8	6"	#4	1'-0"	#4	1'-0"	#4	1'-0"	#4	1'-0"	#4	33	#4	33	#4	16	#4	16	62	#4	16	#5	1'-0"	14	#5	1'-0"	14	3.1775	938.762
		20'-0"	1'-3"	1'-3"	11"	9"	#8	6"	#5	6"	#5	6"	#8	6"	#4	1'-0"	#4	1'-0"	#4	1'-0"	#4	1'-0"	#4	33	#4	33	#4	16	#4	16	64	#4	16	#5	1'-0"	20	#5	1'-0"	20	3.6806	941.778
		25'-0"	1'-4"	1'-5"	11½"	9"	#8	6"	#6	6"	#6	6"	#9	6"	#4	1'-0"	#4	1'-0"	#4	1'-0"	#4	1'-0"	#4	33	#4	33	#4	16	#4	16	64	#4	16	#4	6"	20	#4	6"	20	3.9969	1103.683
		30'-0"	1'-5"	1'-6½"	1'-0"	9"	#8	6½"	#6	6½"	#6	6½"	#9	6½"	#5	1'-1"	#5	1'-1"	#5	1'-1"	#5	1'-1"	#4	33	#4	33	#4	16	#4	16	64	#4	16	#4	6½"	20	#4	6½"	20	4.2674	1055.581
256	16x8	5'-0"	1'-1"	1'-1½"	9½"	9"	#7	6"	#5	6"	#5	6"	#7	6"	#5	1'-0"	#5	1'-0"	#5	1'-0"	#5	1'-0"	#4	37	#4	37	#4	16	#4	16	72	#4	16							3.5828	793.624
		10'-0"	1'-3½"	1'-5"	10"	9"	#7	6½"	#5	6½"	#5	6½"	#7	6½"	#5	1'-1"	#5	1'-1"	#5	1'-1"	#5	1'-1"	#4	37	#4	37	#4	16	#4	16	72	#4	16							4.2517	747.031
		15'-0"	1'-2½"	1'-2½"	11"	9"	#8	6"	#6	6"	#6	6"	#9	6"	#4	1'-0"	#4	1'-0"	#4	1'-0"	#4	1'-0"	#4	37	#4	37	#4	16	#4	16	72	#4	16	#5	1'-0"	16	#5	1'-0"	16	3.9442	1151.937
		20'-0"	1'-5"	1'-5"	1'-0"	9"	#8	6"	#6	6"	#6	6"	#9	6"	#4	1'-0"	#4	1'-0"	#4	1'-0"	#4	1'-0"	#4	37	#4	37	#4	16	#4	16	72	#4	16	#5	1'-0"	16	#5	1'-0"	16	4.5448	1167.279
		25'-0"	1'-7"	1'-7"	1'-1"	9"	#8	6"	#6	6"	#6	6"	#9	6"	#4	1'-0"	#4	1'-0"	#4	1'-0"	#4	1'-0"	#4	37	#4	37	#4	16	#4	16	72	#4	16	#4	6"	22	#4	6"	22	5.0427	1248.008
		30'-0"	1'-8"	1'-9"	1'-2"	10"	#9	6"	#6	6"	#6	6"	#9	6"	#4	1'-0"	#4	1'-0"	#4	1'-0"	#4	1'-0"	#5	37	#5	37	#5	16	#5	16	72	#5	16	#5	6"	22	#5	6"	22	5.4717	1530.767

DEPARTMENT OF TRANSPORTATION MDOT MISSISSIPPI

REVISIONS | BY | DATE

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

BASIC BARREL DETAILS FOR DOUBLE CELL BOX CULVERT

HEIGHT 8 FT.

SPANS 16 - 32 FT.

SHT. 2 OF 3

WORKING NUMBER IBD-8

SHEET NUMBER 7119

DESIGNER PAUL DEES, P.E. CHECKER PICKERING FIRM, INC.
DETAILER PAUL DEES, P.E. ISSUE DATE 1/1/2015

DIRECTOR OF STRUCTURES, STATE BRIDGE ENGINEER - JUSTIN WALKER PE.
DEP. DIR. OF STRUCTURES, ASST. STATE BRIDGE ENGINEER - SCOTT WESTERFIELD PE.

DRAWING No.: 12211

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AREA OF OPENING SQ. FT.	SIZE OF CULVERT FT. x FT. "S"x"H"	BAR LENGTHS FOR BARREL																													
		COVER	BARS "A"		BARS "BT"				BARS "BB"				BARS "X"		BARS "H"		"HD" DOWELS		BARS "E"		"ED" DOWELS		BARS "Z1"				BARS "Z3"				
			SIZE	LENGTH	SIZE	"X" DIM.	"Y" DIM.	LENGTH	SIZE	"X" DIM.	"Y" DIM.	LENGTH	SIZE	LENGTH	SIZE	LENGTH	SIZE	LENGTH	SIZE	LENGTH	SIZE	LENGTH	SIZE	"X" DIM.	"Y" DIM.	LENGTH	SIZE	"X" DIM.	"Y" DIM.	LENGTH
128	8x8	5'-0"	#6	17'-6"	#4	2'-6"	5'-5½"	7'-11½"	#4	2'-6"	5'-5½"	7'-11½"	#4	16'-9"	#4	7'-4"	#4	3'-2"	#4	7'-4"	#4	3'-2"								
		10'-0"	#5	17'-6"	#4	2'-6"	5'-5½"	7'-11½"	#4	2'-6"	5'-7"	8'-1"	#5	16'-9"	#4	7'-4"	#4	3'-3½"	#4	7'-4"	#4	3'-3½"								
		15'-0"	#5	17'-6"	#4	2'-6"	5'-7½"	8'-1½"	#4	2'-6"	5'-9"	8'-3"	#5	16'-9"	#4	7'-6"	#4	3'-5½"	#4	7'-6"	#4	3'-5½"								
		20'-0"	#5	17'-6"	#4	2'-6"	5'-8½"	8'-2½"	#4	2'-6"	5'-10"	8'-4"	#5	16'-9"	#4	7'-7"	#4	3'-6½"	#4	7'-7"	#4	3'-6½"								
		25'-0"	#5	17'-6½"	#4	2'-6½"	5'-10½"	8'-5"	#4	2'-6½"	6'-0"	8'-6½"	#5	16'-9"	#4	7'-9"	#4	3'-8½"	#4	7'-9"	#4	3'-8½"								
		30'-0"	#5	17'-7½"	#4	2'-7½"	6'-0"	8'-7½"	#4	2'-7½"	6'-1½"	8'-9"	#5	16'-9"	#4	7'-10½"	#4	3'-10"	#4	7'-10½"	#4	3'-10"								
160	10x8	5'-0"	#6	21'-6"	#4	2'-6"	5'-5½"	7'-11½"	#4	2'-6"	5'-7"	8'-1"	#5	20'-9"	#4	7'-4"	#4	3'-3½"	#4	7'-4"	#4	3'-3½"								
		10'-0"	#5	21'-6"	#4	2'-6"	5'-7"	8'-1"	#4	2'-6"	5'-9"	8'-3"	#5	20'-9"	#4	7'-5½"	#4	3'-5½"	#4	7'-5½"	#4	3'-5½"								
		15'-0"	#5	21'-6"	#4	2'-6"	5'-9½"	8'-3½"	#4	2'-6"	5'-11½"	8'-5½"	#5	20'-9"	#4	7'-8"	#4	3'-8"	#4	7'-8"	#4	3'-8"								
		20'-0"	#5	21'-6"	#4	2'-6"	6'-0½"	8'-6½"	#4	2'-6"	6'-2"	8'-8"	#5	20'-9"	#4	7'-11"	#4	3'-10½"	#4	7'-11"	#4	3'-10½"								
		25'-0"	#7	21'-6½"	#5	2'-10½"	5'-10½"	8'-9"	#5	2'-10½"	5'-11"	8'-9½"	#7	20'-9"	#4	7'-7"	#4	3'-5½"	#4	7'-7"	#4	3'-5½"	#5	8"	8"	1'-11⅛"	#5	7"	7"	1'-9⅞"
		30'-0"	#7	21'-8"	#5	3'-0"	6'-0"	9'-0"	#5	3'-0"	6'-0½"	9'-0½"	#7	20'-9"	#4	7'-8½"	#4	3'-7"	#4	7'-8½"	#4	3'-7"	#5	9½"	9½"	2'-1⅞"	#5	8½"	8½"	2'-0"
192	12x8	5'-0"	#6	25'-6"	#5	2'-10"	5'-9"	8'-7"	#5	2'-10"	5'-10"	8'-8"	#6	24'-9"	#5	7'-5½"	#5	3'-8½"	#5	7'-5½"	#5	3'-8½"								
		10'-0"	#6	25'-6"	#4	2'-6"	5'-8½"	8'-2½"	#4	2'-6"	5'-9½"	8'-3½"	#6	24'-9"	#4	7'-7"	#4	3'-6"	#4	7'-7"	#4	3'-6"								
		15'-0"	#6	25'-6"	#4	2'-6"	5'-11½"	8'-5½"	#4	2'-6"	6'-2"	8'-8"	#6	24'-9"	#4	7'-10"	#4	3'-10½"	#4	7'-10"	#4	3'-10½"								
		20'-0"	#8	25'-7"	#5	2'-10½"	5'-11½"	8'-10"	#5	2'-10½"	5'-11½"	8'-10"	#8	24'-9½"	#5	7'-8"	#5	3'-10"	#5	7'-8"	#5	3'-10"	#5	9"	9"	2'-0⅜"	#5	7½"	7½"	1'-10⅝"
		25'-0"	#7	25'-6½"	#5	2'-10½"	6'-0½"	8'-11"	#5	2'-10½"	6'-1"	8'-11½"	#8	24'-9"	#4	7'-9"	#4	3'-7½"	#4	7'-9"	#4	3'-7½"	#5	10"	10"	2'-2½"	#5	9"	9"	2'-0⅜"
		30'-0"	#7	25'-8½"	#5	3'-0½"	6'-1½"	9'-2"	#5	3'-0½"	6'-2½"	9'-3"	#8	24'-9"	#4	7'-10"	#4	3'-9"	#4	7'-10"	#4	3'-9"	#4	11"	11"	2'-3⅛"	#4	10½"	10½"	2'-2⅝"
224	14x8	5'-0"	#7	29'-6"	#5	2'-10"	5'-10½"	8'-8½"	#5	2'-10"	5'-11"	8'-9"	#6	28'-9"	#5	7'-7"	#5	3'-9½"	#5	7'-7"	#5	3'-9½"								
		10'-0"	#6	29'-6"	#5	2'-10"	6'-0"	8'-10"	#5	2'-10"	6'-1½"	8'-11½"	#7	28'-9"	#4	7'-8½"	#4	3'-8"	#4	7'-8½"	#4	3'-8"								
		15'-0"	#8	29'-6"	#6	3'-2"	6'-1½"	9'-3½"	#6	3'-2"	6'-1½"	9'-3½"	#8	28'-9"	#4	7'-8"	#4	3'-6"	#4	7'-8"	#4	3'-6"	#5	9"	9"	2'-0⅜"	#5	7½"	7½"	1'-10⅝"
		20'-0"	#8	29'-8"	#5	3'-0"	6'-1½"	9'-1½"	#5	3'-0"	6'-1½"	9'-1½"	#8	28'-9"	#4	7'-10"	#4	3'-8"	#4	7'-10"	#4	3'-8"	#5	11"	11"	2'-3⅛"	#5	9½"	9½"	2'-1⅛"
		25'-0"	#8	29'-8½"	#6	3'-4½"	6'-4½"	9'-9"	#6	3'-4½"	6'-5½"	9'-10"	#9	28'-9"	#4	7'-11"	#4	3'-10"	#4	7'-11"	#4	3'-10"	#4	1'-0"	1'-0"	2'-5"	#4	11½"	11½"	2'-4¼"
		30'-0"	#8	29'-9"	#6	3'-5"	6'-5½"	9'-10½"	#6	3'-5"	6'-7"	10'-0"	#9	28'-9"	#5	8'-0"	#5	4'-3½"	#5	8'-0"	#5	4'-3½"	#4	1'-1"	1'-1"	2'-6⅜"	#4	1'-1"	1'-1"	2'-6⅜"
256	16x8	5'-0"	#7	33'-6½"	#5	2'-10½"	5'-11½"	8'-10"	#5	2'-10½"	6'-0"	8'-10½"	#7	32'-9"	#5	7'-8"	#5	3'-10½"	#5	7'-8"	#5	3'-10½"								
		10'-0"	#7	33'-7"	#5	2'-11"	6'-2"	9'-1"	#5	2'-11"	6'-3½"	9'-2½"	#7	32'-9"	#5	7'-10½"	#5	4'-2"	#5	7'-10½"	#5	4'-2"								
		15'-0"	#8	33'-8"	#6	3'-4"	6'-3"	9'-7"	#6	3'-4"	6'-3"	9'-7"	#9	32'-9"	#4	7'-9½"	#4	3'-7½"	#4	7'-9½"	#4	3'-7½"	#5	10½"	10½"	2'-2⅞"	#5	9"	9"	2'-0⅜"
		20'-0"	#8	33'-9"	#6	3'-5"	6'-5½"	9'-10½"	#6	3'-5"	6'-5½"	9'-10½"	#9	32'-9"	#4	8'-0"	#4	3'-10"	#4	8'-0"	#4	3'-10"	#5	1'-1"	1'-1"	2'-6⅜"	#5	11½"	11½"	2'-4¼"
		25'-0"	#8	33'-10"	#6	3'-6"	6'-7½"	10'-1½"	#6	3'-6"	6'-7½"	10'-1½"	#9	32'-9"	#4	8'-2"	#4	4'-0"	#4	8'-2"	#4	4'-0"	#4	1'-3"	1'-3"	2'-9⅜"	#4	1'-1½"	1'-1½"	2'-7½"
		30'-0"	#9	34'-0"	#6	3'-7"	6'-8½"	10'-3½"	#6	3'-7"	6'-9½"	10'-4½"	#9	32'-10"	#4	8'-3"	#4	4'-2"	#4	8'-3"	#4	4'-2"	#5	1'-4"	1'-4"	2'-10⅛"	#5	1'-3½"	1'-3½"	2'-9⅞"

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DEPARTMENT OF TRANSPORTATION MDOT MISSISSIPPI

REVISIONS BY

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

BASIC BARREL DETAILS FOR DOUBLE CELL BOX CULVERT

HEIGHT 8 FT.

SPANS 16 - 32 FT.

SHT. 3 OF 3

WORKING NUMBER IBD-8

SHEET NUMBER 7120

DATE

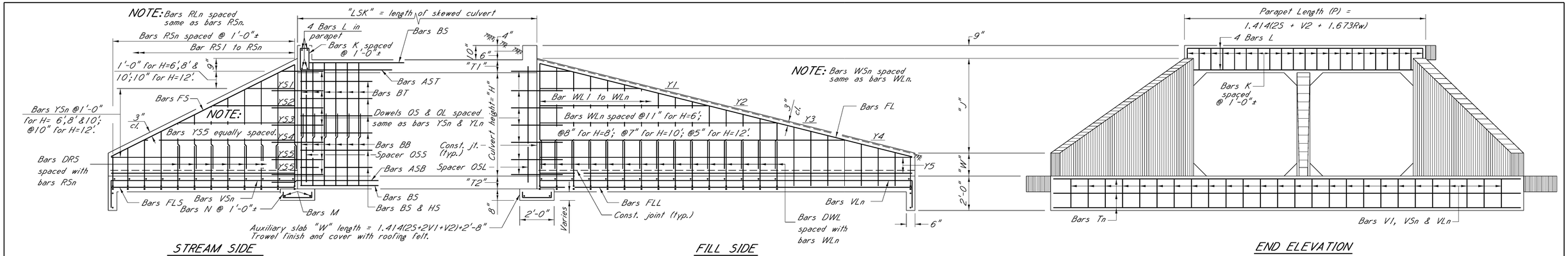
DESIGNER PAUL DEES, P.E. CHECKER PICKERING FIRM, INC.

DETAILER PAUL DEES, P.E. ISSUE DATE 1/1/2015

DIRECTOR OF STRUCTURES, STATE BRIDGE ENGINEER - JUSTIN WALKER PE.

DEP. DIR. OF STRUCTURES, ASST. STATE BRIDGE ENGINEER - SCOTT WESTERFIELD PE.

DRAWING No.: 12211



STREAM SIDE

Showing reinforcement in stream side of "LW1" wingwall

LONGITUDINAL SECTION

Drawn for single cell 6' x 6' culvert

FILL SIDE

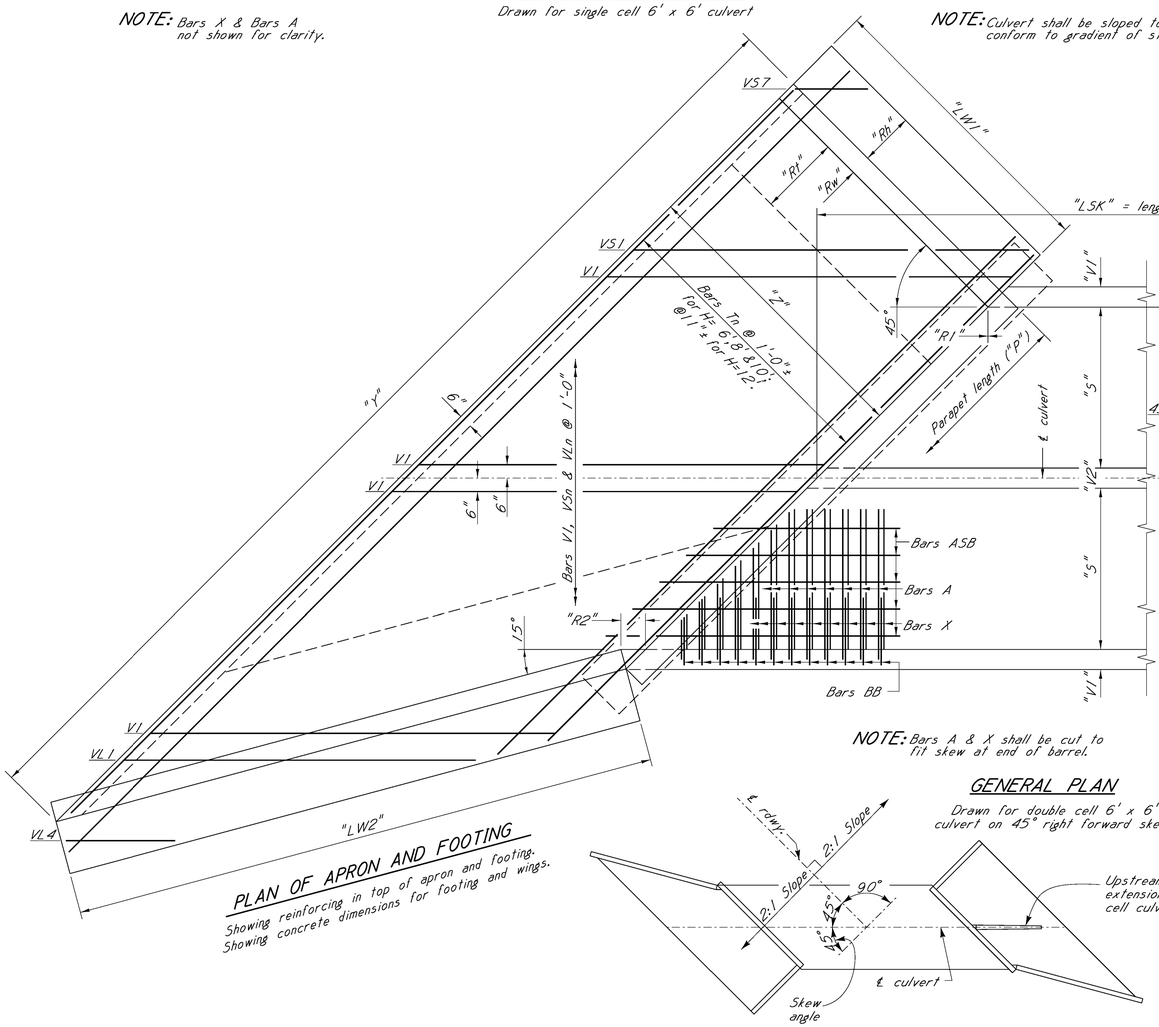
Showing reinforcement in fill side of "LW2" wingwall

END ELEVATION

Showing reinforcing in pararpet & toe wall

NOTE: Bars X & Bars A not shown for clarity.

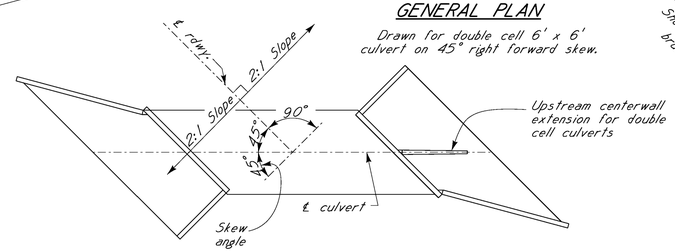
NOTE: Culvert shall be sloped to conform to gradient of stream.



PLAN OF APRON AND FOOTING

Showing reinforcing in top of apron and footing.
Showing concrete dimensions for footing and wings.

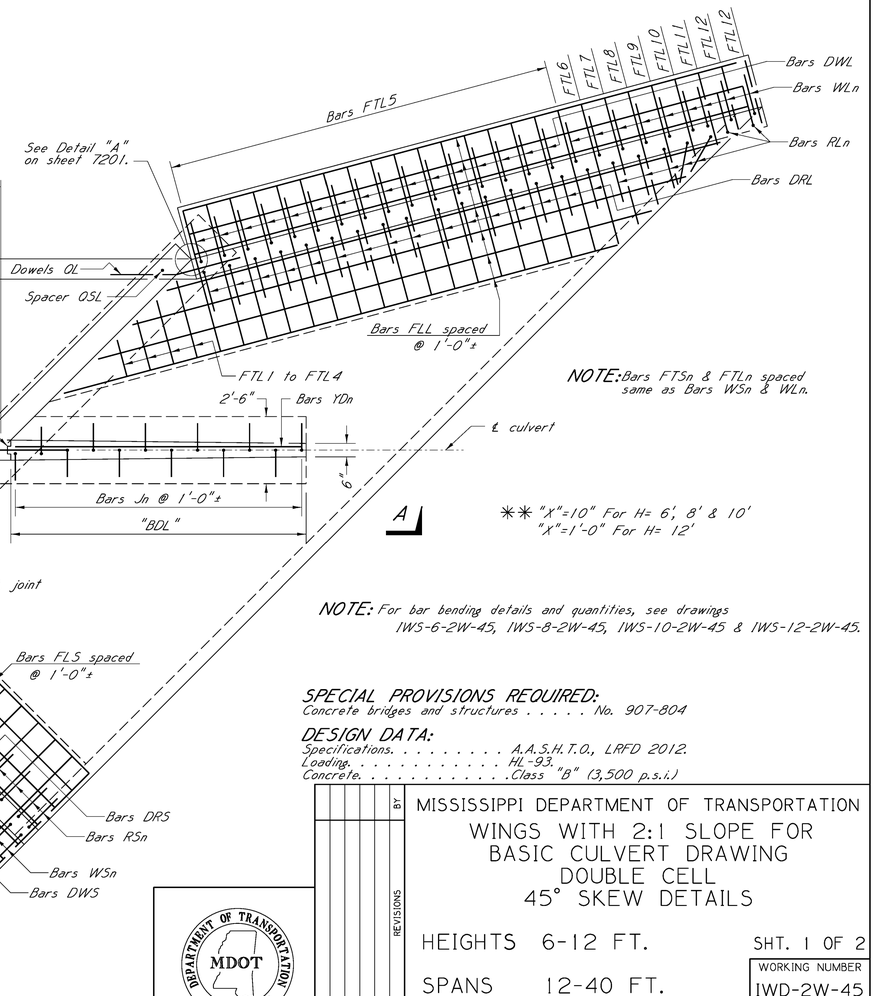
NOTE: Bars A & Bars X shall be cut to fit skew at end of barrel.



GENERAL PLAN

Drawn for double cell 6' x 6' culvert on 45° right forward skew.

PLAN OF 45° LEFT FORWARD SKEW



NOTE: Bars FTSn & FTLn spaced same as Bars WSn & WLn.

** "X"=10" For H= 6', 8' & 10'
"X"=1'-0" For H= 12'

NOTE: For bar bending details and quantities, see drawings IWS-6-2W-45, IWS-8-2W-45, IWS-10-2W-45 & IWS-12-2W-45.

PLAN OF FOOTING

Showing reinforcing in bottom footing & wingwall.
Showing reinforcing and concrete dimensions in brush deflector.

SPECIAL PROVISIONS REQUIRED:
Concrete bridges and structures . . . . . No. 907-804

DESIGN DATA:
Specifications. . . . . A.A.S.H.T.O., LRFD 2012.
Loading. HL-93
Concrete. . . . . Class "B" (3,500 p.s.i.)

DEPARTMENT OF TRANSPORTATION MDOT MISSISSIPPI

REVISIONS	BY	DATE

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

WINGS WITH 2:1 SLOPE FOR BASIC CULVERT DRAWING DOUBLE CELL 45° SKEW DETAILS

HEIGHTS 6-12 FT.

SPANS 12-40 FT.

SHT. 1 OF 2

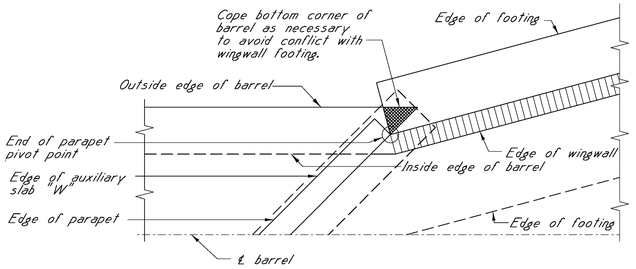
WORKING NUMBER IWD-2W-45

SHEET NUMBER 7200

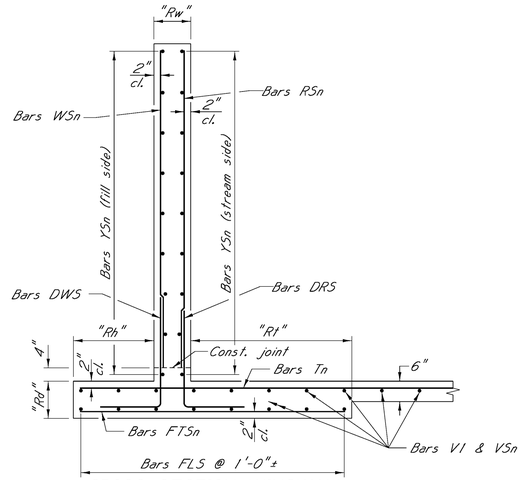
DESIGNER William K. McBeath, P.E.
DETAILER Wesley Phillips, E.I.
CHECKER B. Keith Carr P.E.
ISSUE DATE 01/01/2015
DIRECTOR OF STRUCTURES, STATE BRIDGE ENGINEER - JUSTIN WALKER PE.
DEP. DIR. OF STRUCTURES, ASST. STATE BRIDGE ENGINEER - SCOTT WESTERFIELD PE.

DRAWING No.: 12211

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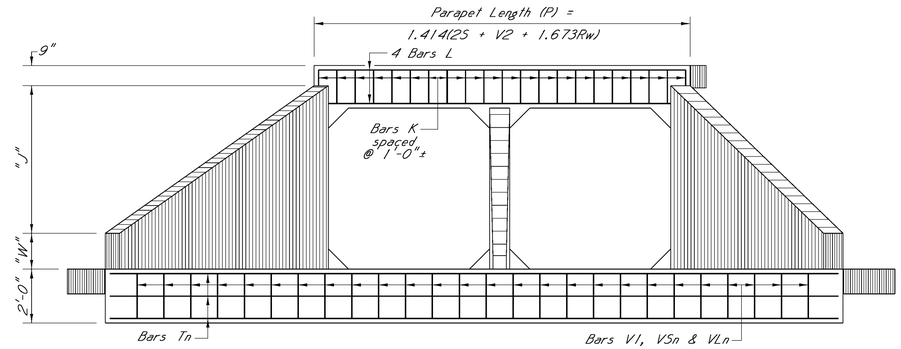


DETAIL "A"



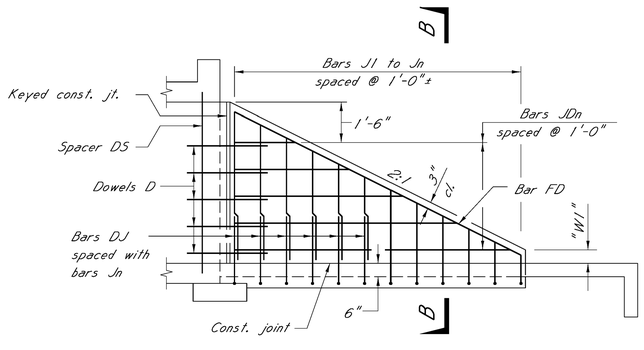
CROSS SECTION WINGWALL

Showing reinforcing in "LW1" wingwall, footing and apron.

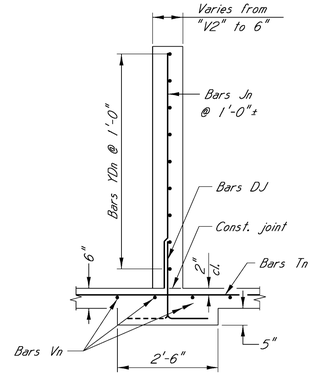


END ELEVATION

Showing reinforcing in pararpet & toe wall



SECTION A-A



SECTION B-B

SPECIAL PROVISIONS REQUIRED:
Concrete bridges and structures . . . . . No. 907-804

DESIGN DATA:
Specifications. . . . . A.A.S.H.T.O., LRFD 2012.
Loading. . . . . HL-93.
Concrete. . . . . .Class "B" (3,500 p.s.i.)

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

WINGS WITH 2:1 SLOPE FOR BASIC CULVERT DRAWING DOUBLE CELL 45° SKEW DETAILS

HEIGHTS 6-12 FT.

SPANS 12-40 FT.

SHT. 2 OF 2

WORKING NUMBER IWD-2W-45

SHEET NUMBER 7201

REVISIONS — BY — DATE

DESIGNER William K. McBeath, P.E. CHECKER B. Keith Carr P.E.
DETAILER Wesley Phillips, E.I. ISSUE DATE 01/01/2015
DIRECTOR OF STRUCTURES, STATE BRIDGE ENGINEER - JUSTIN WALKER PE.
DEP. DIR. OF STRUCTURES, ASST. STATE BRIDGE ENGINEER - SCOTT WESTERFIELD PE.

DRAWING No.: 12211

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HEADWALL DIMENSIONS																	
CULVERT HEIGHT "H"	"J"	"LW1"	"LW2"	"R1"	"R2"	"Z"	"Rd"	"Rw"	"Rt"	"Rh"	"W1"	"BDL"	"Y" CLEAR SPAN 8'	"Y" CLEAR SPAN 10'	"Y" CLEAR SPAN 12'	"Y" CLEAR SPAN 14'	"Y" CLEAR SPAN 16'
8'-0"	7'-1"	14'-2"	28'-4"	0'-0"	0'-11"	14'-2"	0'-11"	0'-9"	3'-0"	2'-3"	0'-6"	15'-0"	48'-11 1/4"+1.414V2	54'-7 3/8"+1.414V2	60'-3 1/16"+1.414V2	65'-10 15/16"+1.414V2	71'-6 13/16"+1.414V2

NOTE: Total headwall quantities include wingwalls, apron, wingwall footings and parapet. Total brush deflector quantities include brushwall and brushwall footing.

AREA OF OPENING sq. ft.	SIZE OF CULVERT ft. x ft. "S"x"H"	Cover	T1	T2	V1	V2	W	ESTIMATED QUANTITIES: TOTAL HEADWALL CONC. cu. yd.	TOTAL HEADWALL REINF. STEEL lbs.	BRUSH DEFLECTOR CONC. cu. yd.	BRUSH DEFLECTOR REINF. STEEL lbs.	1 AUX. SLAB "W" CONC. cu. yd.	1 AUX. SLAB "W" REINF. STEEL lbs.	1 SQUARE COLLAR CONC. cu. yd.	1 SQUARE COLLAR REINF. STEEL lbs.
128	8x8	5'-0"	9"	9"	9"	9"	1'-9"	23.9690	3181.485	2.0976	279.268	1.4062	84.335	4.4074	1058.215
		10'-0"	9"	10 1/2"	9"	9"	1'-9"	24.1084	3181.485	2.0976	279.268	1.4062	84.335	4.4259	1061.898
		15'-0"	11"	1'-0 1/2"	9"	9"	1'-11"	24.4931	3203.696	2.0976	279.380	1.4062	84.335	4.4753	1071.719
		20'-0"	1'-0"	1'-1 1/2"	9"	9"	2'-0"	24.6853	3214.799	2.0976	279.435	1.4062	84.335	4.5000	1076.629
		25'-0"	1'-2"	1'-3 1/2"	9 1/2"	9"	2'-2"	25.0736	3237.010	2.0976	279.547	1.4120	84.502	4.5617	1088.122
		30'-0"	1'-3 1/2"	1'-5 1/2"	10 1/2"	9"	2'-3 1/2"	25.3733	3253.668	2.0976	279.630	1.4237	84.836	4.6235	1098.834
160	10x8	5'-0"	9"	10 1/2"	9"	9"	1'-9"	25.9736	3333.705	2.0976	279.268	1.6856	101.258	5.0185	1209.906
		10'-0"	10 1/2"	1'-0 1/2"	9"	9"	1'-10 1/2"	26.3435	3351.365	2.0976	279.352	1.6856	101.258	5.0617	1219.716
		15'-0"	1'-1"	1'-3"	9"	9"	2'-1"	26.8678	3380.795	2.0976	279.491	1.6856	101.258	5.1235	1233.730
		20'-0"	1'-4"	1'-5 1/2"	9"	9"	2'-4"	27.4419	3416.114	2.0976	279.658	1.6856	101.258	5.1914	1249.146
		25'-0"	1'-0"	1'-0 1/2"	9 1/2"	9"	2'-0"	26.4938	3369.024	2.0976	279.435	1.6914	101.425	5.0926	1225.593
		30'-0"	1'-1 1/2"	1'-2"	11"	9"	2'-1 1/2"	26.8172	3386.683	2.0976	279.519	1.7089	101.926	5.1667	1239.020
192	12x8	5'-0"	10 1/2"	11 1/2"	9"	9"	1'-10 1/2"	28.1157	3504.587	2.0976	279.352	1.9649	118.180	5.6420	1365.790
		10'-0"	1'-0"	1'-1"	9"	9"	2'-0"	28.4566	3523.248	2.0976	279.435	1.9649	118.180	5.6790	1375.242
		15'-0"	1'-3"	1'-5 1/2"	9"	9"	2'-3"	29.3300	3560.571	2.0976	279.602	1.9649	118.180	5.7716	1398.871
		20'-0"	1'-1"	1'-1"	9 1/2"	9 1/2"	2'-1"	28.5775	3536.411	2.1572	279.491	1.9737	118.403	5.7099	1380.511
		25'-0"	1'-2"	1'-2 1/2"	9 1/2"	9"	2'-2"	28.8500	3548.132	2.0976	279.547	1.9708	118.347	5.7346	1387.941
		30'-0"	1'-3"	1'-4"	11 1/2"	9"	2'-3"	29.1593	3560.571	2.0976	279.602	1.9940	118.960	5.8148	1402.509
224	14x8	5'-0"	1'-0"	1'-0 1/2"	9"	9"	2'-0"	30.2929	3674.272	2.0976	279.435	2.2443	133.544	6.2654	1523.413
		10'-0"	1'-1 1/2"	1'-3"	9"	9"	2'-1 1/2"	30.8052	3693.768	2.0976	279.519	2.2443	133.544	6.3148	1537.406
		15'-0"	1'-1"	1'-1"	9"	9"	2'-1"	30.4648	3687.268	2.0976	279.491	2.2443	133.544	6.2840	1528.660
		20'-0"	1'-3"	1'-3"	11"	9"	2'-3"	30.9676	3713.265	2.0976	279.602	2.2676	134.157	6.3827	1549.345
		25'-0"	1'-4"	1'-5"	11 1/2"	9"	2'-4"	31.3695	3726.260	2.0976	279.658	2.2734	134.324	6.4321	1561.512
		30'-0"	1'-5"	1'-6 1/2"	1'-0"	9"	2'-5"	31.7000	3739.262	2.0976	279.714	2.2792	134.491	6.4753	1571.930
256	16x8	5'-0"	1'-1"	1'-1 1/2"	9 1/2"	9"	2'-1"	32.4572	3842.132	2.0976	279.491	2.5295	152.137	6.8951	1682.524
		10'-0"	1'-3 1/2"	1'-5"	10"	9"	2'-3 1/2"	33.2832	3876.300	2.0976	279.630	2.5353	152.304	6.9815	1707.272
		15'-0"	1'-2 1/2"	1'-2 1/2"	11"	9"	2'-2 1/2"	32.7786	3862.630	2.0976	279.575	2.5469	152.638	6.9630	1697.157
		20'-0"	1'-5"	1'-5"	1'-0"	9"	2'-5"	33.4532	3896.799	2.0976	279.714	2.5585	152.916	7.0494	1719.732
		25'-0"	1'-7"	1'-7"	1'-1"	9"	2'-7"	34.0022	3924.126	2.0976	279.825	2.5702	153.250	7.1235	1738.461
		30'-0"	1'-8"	1'-9"	1'-2"	10"	2'-8"	34.5031	3939.493	2.2171	279.881	2.5876	153.751	7.1975	1754.235

GENERAL NOTES:

Specifications: Mississippi Standard Specifications For Road And Bridge Construction, 2004.
All concrete shall be Class "B".
Concrete surfaces shall be finished in accordance with Sub-Section 804.03.19.6.2
Expansion joint material shall be bituminous fiber type unless otherwise noted.
All exposed corners shall be chamfered 3/4".
Reinforcing steel shall be placed 2" clear minimum from the surface of the concrete unless otherwise noted, and all reinforcing shall be adequately supported from the forms.
All bars shall be accurately spaced and securely wired at each intersection before placing concrete.
Bar bending details shall be in accordance with "Manual of Standard Practice for Detailing Reinforced Concrete Structures" (ACI 315R-94).
Reinforcement order lists and required placing plans shall be furnished in accordance with Section 805 of the Mississippi Standard Specifications. Partial submittals are not acceptable.
Reinforcing steel shall be ASTM A615, Grade 60, unless otherwise noted.
Horizontal construction joints shall be placed only at the locations shown, and the concrete shall be allowed to set a minimum period of two hours before continuing the pour.
Auxiliary slabs "W" and vertical construction joints at the wings shall be placed in all culverts regardless of length.
The quantities shown will be used as a basis for final payment unless this drawing is modified.

DEPARTMENT OF TRANSPORTATION MDOT MISSISSIPPI

REVISIONS / BY / DATE

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

WINGS WITH 2:1 SLOPE FOR BASIC CULVERT DRAWING DOUBLE CELL 45° SKEW DETAILS

HEIGHT 8 FT.

SPANS 16-32 FT.

SHT. 1 OF 3

WORKING NUMBER IWD-8-2W-45

SHEET NUMBER 7204

DESIGNER William K. McBeath, P.E. CHECKER B. Keith Carr, P.E.
DETAILER Wesley Phillips, E.I. ISSUE DATE 01/01/2015
DIRECTOR OF STRUCTURES, STATE BRIDGE ENGINEER - JUSTIN WALKER PE
DEP. DIR. OF STRUCTURES, ASST. STATE BRIDGE ENGINEER - SCOTT WESTERFIELD PE.

DRAWING No.: 12211

G:\PROJECTS\Hattiesburg_City of\12211 - Campbell Loop Bridge Replacement\12211 CAD Files\12211_Stndrd_Dtls.dwg, 7204, 11/24/2020 12:29:51 PM

HEIGHT = 8 FT.

BAR LISTS FOR WINGS, FOOTING, PARAPET, APRON & AUXILIARY SLAB

BAR	SIZE	NO. REQUIRED SPAN 8'	10'	12'	14'	16'	DIM. X	DIM. Y	LENGTH
T1	#4	1	1	1	1	1			1.414(25+V2)+8'-3 1/2"
T2	#4	1	1	1	1	1			1.414(25+V2)+10'-0"
T3	#4	1	1	1	1	1			1.414(25+V2)+11'-8 1/2"
T4	#4	1	1	1	1	1			1.414(25+V2)+13'-5"
T5	#4	1	1	1	1	1			1.414(25+V2)+15'-1 1/2"
T6	#4	1	1	1	1	1			1.414(25+V2)+16'-10"
T7	#4	1	1	1	1	1			1.414(25+V2)+18'-6 1/2"
T8	#4	1	1	1	1	1			1.414(25+V2)+20'-3 1/2"
T9	#4	1	1	1	1	1			1.414(25+V2)+22'-0"
T10	#4	1	1	1	1	1			1.414(25+V2)+23'-8 1/2"
T11	#4	1	1	1	1	1			1.414(25+V2)+25'-5"
T12	#4	1	1	1	1	1			1.414(25+V2)+27'-1 1/2"
T13	#4	1	1	1	1	1			1.414(25+V2)+28'-10"
T14	#4	1	1	1	1	1			1.414(25+V2)+28'-10"
T15	#4	3	3	3	3	3			1.414(25+V2)+25'-6"
V1	#4	22	26	30	34	38	19'-7"	1'-8"	21'-3"
VL1	#4	1	1	1	1	1	18'-6 1/2"	1'-8"	20'-2 1/2"
VL2	#4	1	1	1	1	1	15'-10"	1'-8"	17'-6"
VL3	#4	1	1	1	1	1	13'-1"	1'-8"	14'-9"
VL4	#4	1	1	1	1	1	10'-4 1/2"	1'-8"	12'-0 1/2"
VL5	#4	1	1	1	1	1	7'-7 1/2"		7'-7 1/2"
VL6	#4	1	1	1	1	1	3'-7 1/2"		3'-7 1/2"
VS1	#4	1	1	1	1	1	19'-6 1/2"	1'-8"	21'-2 1/2"
VS2	#4	1	1	1	1	1	17'-6 1/2"	1'-8"	19'-2 1/2"
VS3	#4	1	1	1	1	1	15'-6 1/2"	1'-8"	17'-2 1/2"
VS4	#4	1	1	1	1	1	13'-6 1/2"	1'-8"	15'-2 1/2"
VS5	#4	1	1	1	1	1	11'-6 1/2"	1'-8"	13'-2 1/2"
VS6	#4	1	1	1	1	1	9'-6 1/2"	1'-8"	11'-2 1/2"
VS7	#4	1	1	1	1	1	7'-6 1/2"	1'-8"	9'-2 1/2"
VS8	#4	1	1	1	1	1	5'-6 1/2"	1'-8"	7'-2 1/2"
VS9	#4	1	1	1	1	1	3'-6 1/2"	1'-8"	5'-2 1/2"
VS10	#4	1	1	1	1	1	1'-6 1/2"		1'-6 1/2"
FTL1	#5	1	1	1	1	1			1'-2"
FTL2	#5	1	1	1	1	1			1'-7"
FTL3	#5	1	1	1	1	1			1'-11 1/2"
FTL4	#5	1	1	1	1	1			2'-4"
FTL5	#5	1	1	1	1	1			2'-8 1/2"
FTL6	#5	1	1	1	1	1			3'-1"
FTL7	#5	33	33	33	33	33			5'-8"
FTL8	#5	1	1	1	1	1			5'-5 1/2"
FTL9	#5	1	1	1	1	1			5'-1"
FTL10	#5	1	1	1	1	1			4'-8"
FTL11	#5	1	1	1	1	1			4'-3 1/2"
FTL12	#5	1	1	1	1	1			3'-11"
FTL13	#5	1	1	1	1	1			3'-6 1/2"
FTL14	#5	1	1	1	1	1			3'-1 1/2"
FTL15	#5	1	1	1	1	1			2'-9"
FTL16	#5	2	2	2	2	2			2'-8"
FLL	#4	7	7	7	7	7			27'-8"
FTS	#5	22	22	22	22	22			5'-8"
FLS	#4	7	7	7	7	7			13'-10"
WS1	#5	1	1	1	1	1		W+6'-4 1/2"	W+6'-4 1/2"
WS2	#5	1	1	1	1	1		W+6'-0 1/2"	W+6'-0 1/2"
WS3	#5	1	1	1	1	1		W+5'-8 1/2"	W+5'-8 1/2"
WS4	#5	1	1	1	1	1		W+5'-5"	W+5'-5"
WS5	#5	1	1	1	1	1		W+5'-1"	W+5'-1"
WS6	#5	1	1	1	1	1		W+4'-9"	W+4'-9"
WS7	#5	1	1	1	1	1		W+4'-5"	W+4'-5"
WS8	#5	1	1	1	1	1		W+4'-1"	W+4'-1"
WS9	#5	1	1	1	1	1		W+3'-9"	W+3'-9"
WS10	#5	1	1	1	1	1		W+3'-5"	W+3'-5"
WS11	#5	1	1	1	1	1		W+3'-1"	W+3'-1"
WS12	#5	1	1	1	1	1		W+2'-9"	W+2'-9"
WS13	#5	1	1	1	1	1		W+2'-5"	W+2'-5"

HEIGHT = 8 FT.

BAR LISTS FOR WINGS, FOOTING, PARAPET, APRON & AUXILIARY SLAB

BAR	SIZE	NO. REQUIRED SPAN 8'	10'	12'	14'	16'	DIM. X	DIM. Y	LENGTH
WS14	#5	1	1	1	1	1		W+2'-1 1/2"	W+2'-1 1/2"
WS15	#5	1	1	1	1	1		W+1'-9 1/2"	W+1'-9 1/2"
WS16	#5	1	1	1	1	1		W+1'-5 1/2"	W+1'-5 1/2"
WS17	#5	1	1	1	1	1		W+1'-1 1/2"	W+1'-1 1/2"
WS18	#5	1	1	1	1	1	1'-6"	W+1'-9 1/2"	W+3'-3 1/2"
WS19	#5	1	1	1	1	1	1'-6"	W+1'-5 1/2"	W+2'-11 1/2"
WS20	#5	1	1	1	1	1	1'-6"	W+1'-1 1/2"	W+2'-7 1/2"
WS21	#5	1	1	1	1	1	1'-6"	W+0'-9 1/2"	W+2'-3 1/2"
WS22	#5	1	1	1	1	1	1'-6"	W+0'-5 1/2"	W+1'-11 1/2"
DWS	#5	17	17	17	17	17	1'-6"	2'-9"	4'-3"
WL1	#5	1	1	1	1	1		W+6'-5 1/2"	W+6'-5 1/2"
WL2	#5	1	1	1	1	1		W+6'-3 1/2"	W+6'-3 1/2"
WL3	#5	1	1	1	1	1		W+6'-1 1/2"	W+6'-1 1/2"
WL4	#5	1	1	1	1	1		W+5'-11 1/2"	W+5'-11 1/2"
WL5	#5	1	1	1	1	1		W+5'-9 1/2"	W+5'-9 1/2"
WL6	#5	1	1	1	1	1		W+5'-7 1/2"	W+5'-7 1/2"
WL7	#5	1	1	1	1	1		W+5'-5 1/2"	W+5'-5 1/2"
WL8	#5	1	1	1	1	1		W+5'-3 1/2"	W+5'-3 1/2"
WL9	#5	1	1	1	1	1		W+5'-1 1/2"	W+5'-1 1/2"
WL10	#5	1	1	1	1	1		W+4'-11 1/2"	W+4'-11 1/2"
WL11	#5	1	1	1	1	1		W+4'-9 1/2"	W+4'-9 1/2"
WL12	#5	1	1	1	1	1		W+4'-7 1/2"	W+4'-7 1/2"
WL13	#5	1	1	1	1	1		W+4'-5 1/2"	W+4'-5 1/2"
WL14	#5	1	1	1	1	1		W+4'-3 1/2"	W+4'-3 1/2"
WL15	#5	1	1	1	1	1		W+4'-1 1/2"	W+4'-1 1/2"
WL16	#5	1	1	1	1	1		W+3'-11 1/2"	W+3'-11 1/2"
WL17	#5	1	1	1	1	1		W+3'-9 1/2"	W+3'-9 1/2"
WL18	#5	1	1	1	1	1		W+3'-7 1/2"	W+3'-7 1/2"
WL19	#5	1	1	1	1	1		W+3'-5 1/2"	W+3'-5 1/2"
WL20	#5	1	1	1	1	1		W+3'-3 1/2"	W+3'-3 1/2"
WL21	#5	1	1	1	1	1		W+3'-1 1/2"	W+3'-1 1/2"
WL22	#5	1	1	1	1	1		W+2'-11 1/2"	W+2'-11 1/2"
WL23	#5	1	1	1	1	1		W+2'-9 1/2"	W+2'-9 1/2"
WL24	#5	1	1	1	1	1		W+2'-7 1/2"	W+2'-7 1/2"
WL25	#5	1	1	1	1	1		W+2'-5 1/2"	W+2'-5 1/2"
WL26	#5	1	1	1	1	1		W+2'-3 1/2"	W+2'-3 1/2"
WL27	#5	1	1	1	1	1		W+2'-1 1/2"	W+2'-1 1/2"
WL28	#5	1	1	1	1	1		W+1'-11 1/2"	W+1'-11 1/2"
WL29	#5	1	1	1	1	1		W+1'-9 1/2"	W+1'-9 1/2"
WL30	#5	1	1	1	1	1		W+1'-7 1/2"	W+1'-7 1/2"
WL31	#5	1	1	1	1	1		W+1'-5 1/2"	W+1'-5 1/2"
WL32	#5	1	1	1	1	1		W+1'-3 1/2"	W+1'-3 1/2"
WL33	#5	1	1	1	1	1		W+1'-1 1/2"	W+1'-1 1/2"
WL34	#5	1	1	1	1	1	1'-6"	W+1'-11 1/2"	W+3'-5 1/2"
WL35	#5	1	1	1	1	1	1'-6"	W+1'-9 1/2"	W+3'-3 1/2"
WL36	#5	1	1	1	1	1	1'-6"	W+1'-7 1/2"	W+3'-1 1/2"
WL37	#5	1	1	1	1	1	1'-6"	W+1'-5 1/2"	W+2'-11 1/2"
WL38	#5	1	1	1	1	1	1'-6"	W+1'-3 1/2"	W+2'-9 1/2"
WL39	#5	1	1	1	1	1	1'-6"	W+1'-1 1/2"	W+2'-7 1/2"
WL40	#5	1	1	1	1	1	1'-6"	W+0'-11 1/2"	W+2'-5 1/2"
WL41	#5	1	1	1	1	1	1'-6"	W+0'-9 1/2"	W+2'-3 1/2"
WL42	#5	1	1	1	1	1	1'-6"	W+0'-7 1/2"	W+2'-1 1/2"
WL43	#5	1	1	1	1	1	1'-6"	W+0'-5 1/2"	W+1'-11 1/2"
DWL	#5	33	33	33	33	33	1'-6"	2'-9"	4'-3"
RS1	#4	1	1	1	1	1		W+6'-4 1/2"	W+6'-4 1/2"
RS2	#4	1	1	1	1	1		W+5'-10 1/2"	W+5'-10 1/2"
RS3	#4	1	1	1	1	1		W+5'-5"	W+5'-5"
RS4	#4	1	1	1	1	1		W+4'-11"	W+4'-11"
RS5	#4	1	1	1	1	1		W+4'-5"	W+4'-5"
RS6	#4	1	1	1	1	1		W+3'-11"	W+3'-11"
RS7	#4	1	1	1	1	1		W+3'-5"	W+3'-5"
RS8	#4	1	1	1	1	1		W+2'-11"	W+2'-11"
RS9	#4	1	1	1	1	1		W+2'-5"	W+2'-5"
RS10	#4	1	1	1	1	1		W+1'-11 1/2"	W+1'-11 1/2"

HEIGHT = 8 FT.

BAR LISTS FOR WINGS, FOOTING, PARAPET, APRON & AUXILIARY SLAB

BAR	SIZE	NO. REQUIRED SPAN 8'	10'	12'	14'	16'	DIM. X	DIM. Y	LENGTH
RS11	#4	1	1	1	1	1		W+1'-5 1/2"	W+1'-5 1/2"
RS12	#4	1	1	1	1	1		W+0'-11 1/2"	W+0'-11 1/2"
RS13	#4	1	1	1	1	1	1'-6"	W+1'-5 1/2"	W+2'-11 1/2"
RS14	#4	1	1	1	1	1	1'-6"	W+0'-11 1/2"	W+2'-5 1/2"
RS15	#4	1	1	1	1	1	1'-6"	W+0'-5 1/2"	W+1'-11 1/2"
DRS	#4	12	12	12	12	12	1'-6"	2'-5"	3'-11"
RL1	#4	1	1	1	1	1		W+6'-5 1/2"	W+6'-5 1/2"
RL2	#4	1	1	1	1	1		W+6'-2 1/2"	W+6'-2 1/2"
RL3	#4	1	1	1	1	1		W+5'-11 1/2"	W+5'-11 1/2"
RL4	#4	1	1	1	1	1		W+5'-8 1/2"	W+5'-8 1/2"
RL5	#4	1	1	1	1	1		W+5'-5 1/2"	W+5'-5 1/2"
RL6	#4	1	1	1	1	1		W+5'-2 1/2"	W+5'-2 1/2"
RL7	#4	1	1	1	1	1		W+4'-11 1/2"	W+4'-11 1/2"
RL8	#4	1	1	1	1	1		W+4'-8 1/2"	W+4'-8 1/2"
RL9	#4	1	1	1	1	1		W+4'-5 1/2"	W+4'-5 1/2"
RL10	#4	1	1	1	1	1		W+4'-2 1/2"	W+4'-2 1/2"
RL11	#4	1	1	1	1	1		W+3'-11 1/2"	W+3'-11 1/2"
RL12	#4	1	1	1	1	1		W+3'-8 1/2"	W+3'-8 1/2"
RL13	#4	1	1	1	1	1		W+3'-5 1/2"	W+3'-5 1/2"
RL14	#4	1	1	1	1	1		W+3'-2 1/2"	W+3'-2 1/2"
RL15	#4	1	1	1	1	1		W+2'-11 1/2"	W+2'-11 1/2"
RL16	#4	1	1	1	1	1		W+2'-8 1/2"	W+2'-8 1/2"
RL17	#4	1	1	1	1	1		W+2'-5 1/2"	W+2'-5 1/2"
RL18	#4	1	1	1	1	1		W+2'-2 1/2"	W+2'-2 1/2"
RL19	#4	1	1	1	1	1		W+1'-11 1/2"	W+1'-11 1/2"
RL20	#4	1	1	1	1	1		W+1'-8 1/2"	W+1'-8 1/2"
RL21	#4	1	1	1	1	1		W+1'-5 1/2"	W+1'-5 1/2"
RL22	#4	1	1	1	1	1		W+1'-2 1/2"	W+1'-2 1/2"
RL23	#4	1	1	1	1	1		W+0'-11 1/2"	W+0'-11 1/2"
RL24	#4	1	1	1	1	1		W+0'-8 1/2"	W+0'-8 1/2"
RL25	#4	1	1	1	1	1	1'-6"	W+1'-5 1/2"	W+2'-11 1/2"
RL26	#4	1	1	1	1	1	1'-6"	W+1'-2 1/2"	W+2'-8 1/2"
RL27	#4	1	1	1	1	1	1'-6"	W+0'-11 1/2"	W+2'-5 1/2"
RL28	#4	1	1	1	1	1	1'-6"	W+0'-8 1/2"	W+2'-2 1/2"
RL29	#4	1	1	1	1	1	1'-6"	W+0'-5 1/2"	W+1'-11 1/2"
DRL	#4	24	24	24	24	24	1'-6"	2'-5"	3'-11"
YS1	#4	2	2	2	2	2			2'-9 1/2"
YS2	#4	2	2	2	2	2			4'-9 1/2"
YS3	#4	2	2	2	2	2			6'-9 1/2"
YS4	#4	2	2	2	2	2			8'-9 1/2"
YS5	#4	2	2	2	2	2			10'-9 1/2"
YS6	#4	2	2	2	2	2			12'-9 1/2"
YS7	#4	6	6	6	6	6			13'-10"

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

WINGS WITH 2:1 SLOPE FOR BASIC CULVERT DRAWING DOUBLE CELL 45° SKEW DETAILS

HEIGHT 8 FT.

SPANS 16-32 FT.

SHT. 2 OF 3

WORKING NUMBER IWD-8-2W-45

SHEET NUMBER 7205

REVISIONS | BY | DATE

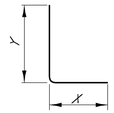
DESIGNER William K. McBeath, P.E. CHECKER B. Keith Carr P.E.
DETAILER Wesley Phillips, E.I. ISSUE DATE 01/01/2015
DIRECTOR OF STRUCTURES, STATE BRIDGE ENGINEER - JUSTIN WALKER PE.
DEP. DIR. OF STRUCTURES, ASST. STATE BRIDGE ENGINEER - SCOTT WESTERFIELD PE.

DRAWING No.: 12211

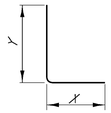
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HEIGHT = 8 FT.											
BAR LISTS FOR WINGS, FOOTING, PARAPET, APRON & AUXILIARY SLAB											
BAR	SIZE	NO. REQUIRED SPAN							DIM. X	DIM. Y	LENGTH
		8'	10'	12'	14'	16'					
YL1	#4	2	2	2	2	2					5'-9 ½"
YL2	#4	2	2	2	2	2					9'-9 ½"
YL3	#4	2	2	2	2	2					13'-9 ½"
YL4	#4	2	2	2	2	2					17'-9 ½"
YL5	#4	2	2	2	2	2					21'-9 ½"
YL6	#4	2	2	2	2	2					25'-9 ½"
YL7	#4	6	6	6	6	6					28'-0"
FS	#4	2	2	2	2	2					15'-5 ½"
FL	#4	2	2	2	2	2					28'-10 ½"
N	#4	30	36	42	47	54			1'-8"	0'-4"	2'-4"
M	#4	2	2	2	2	2					1.414(2S+2V1+V2)+2'-4"
K	#4	26	32	38	43	49			0'-6"	T1+6"	2T1+2'-6"
L	#4	4	4	4	4	4					1.414 2S+V2+1'-5"
OS	#7	10	10	10	10	10			3'-4 ½"	3'-4 ½"	6'-9"
OL	#7	10	10	10	10	10			3'-4 ½"	3'-4 ½"	6'-9"
OSS	#4	1	1	1	1	1					8'-0"+T1
OSL	#4	1	1	1	1	1					8'-0"+T1

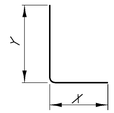
BAR LISTS FOR UPSTREAM BRUSH DEFLECTOR					
BAR	SIZE	NO. REQ'D	DIM. X	DIM. Y	LENGTH
D	#7	7			6'-2"
DS	#4	1			8'-0"+T1
J1	#5	1		W1+7'-1 ½"	W1+7'-1 ½"
J2	#5	1		W1+6'-8"	W1+6'-8"
J3	#5	1		W1+6'-2"	W1+6'-2"
J4	#5	1		W1+5'-8"	W1+5'-8"
J5	#5	1		W1+5'-2"	W1+5'-2"
J6	#5	1		W1+4'-8 ½"	W1+4'-8 ½"
J7	#5	1		W1+4'-2 ½"	W1+4'-2 ½"
J8	#5	1		W1+3'-8 ½"	W1+3'-8 ½"
J9	#5	1		W1+3'-2 ½"	W1+3'-2 ½"
J10	#5	1		W1+2'-9"	W1+2'-9"
J11	#5	1	1'-0"	W1+3'-0"	W1+4'-0"
J12	#5	1	1'-0"	W1+2'-6"	W1+3'-6"
J13	#5	1	1'-0"	W1+2'-0"	W1+3'-0"
J14	#5	1	1'-0"	W1+1'-6 ½"	W1+2'-6 ½"
J15	#5	1	1'-0"	W1+1'-0 ½"	W1+2'-0 ½"
J16	#5	1	1'-0"	W1+0'-6 ½"	W1+1'-6 ½"
DJ	#5	10	1'-0"	2'-6"	3'-6"
YD1	#5	1			2'-3 ½"
YD2	#5	1			4'-3 ½"
YD3	#5	1			6'-3 ½"
YD4	#5	1			8'-3 ½"
YD5	#5	1			10'-3 ½"
YD6	#5	1			12'-3 ½"
YD7	#5	1			14'-3 ½"
FD	#4	1			16'-5"



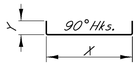
BARS DRS/DRL - #4



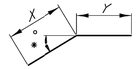
BARS DWS/DWL/DJ - #5



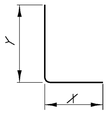
BARS RSn/RLn - #4



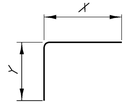
BARS N - #4



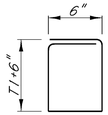
DOWELS OS/OL - #7
* See plan of apron



BARS WSn/WLn/Jn - #5



BARS V1/VLn/VSn - #4



BARS K - #4

BAR BENDING DETAILS

Dimensions are out to out

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

WINGS WITH 2:1 SLOPE FOR
BASIC CULVERT DRAWING
DOUBLE CELL
45° SKEW DETAILS

HEIGHT 8 FT.

SPANS 16-32 FT.

SHT. 3 OF 3

WORKING NUMBER
IWD-8-2W-45

SHEET NUMBER
7206

REVISIONS | BY | DATE

DESIGNER William K. McBeath, P.E. CHECKER B. Keith Carr P.E.
DETAILER Wesley Phillips, E.I. ISSUE DATE 01/01/2015
DIRECTOR OF STRUCTURES, STATE BRIDGE ENGINEER - JUSTIN WALKER PE.
DEP. DIR. OF STRUCTURES, ASST. STATE BRIDGE ENGINEER - SCOTT WESTERFIELD PE.

DRAWING No.: 12211

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sdw
Engineering Progress

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

CAMPBELL LOOP BRIDGE REPLACEMENT

FOR THE

CITY OF HATTIESBURG

JANUARY 2021



PREPARED BY:

SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

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

BID PROPOSAL FORM ADDENDUM No. 1
to the
CONTRACT DOCUMENTS and SPECIFICATIONS
for the
CAMPBELL LOOP BRIDGE REPLACEMENT
CITY of HATTIESBURG

The following attached modifications are to be made to the specifications and contract documents for the above captioned project:

CHANGE No. 1 - **Remove the entire Bid Proposal Form currently in the Contract Documents and replace it with the attached Bid Proposal Form.**

SHOWS, DEARMAN & WAITS, INC.

by: _____
John T. Weeks, P.E.



Dated this 3rd day of February, 2021.

The receipt of this Addendum shall be indicated by signature on the line below.
A signed copy of the Addendum shall accompany the Bid Proposal.

Contractor: Holliday Construction, LLC

Signature: _____

Title: Managing Member

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NOTICE TO BIDDERS

Bids are to be sent to the City of Hattiesburg in the care of the Engineering Department, Lamar Rutland, P.E. His email address is lrutland@hattiesburgms.com. Bids must be turned into the City of Hattiesburg Engineering Department by 10:00 AM on Friday, February 5th, 2021.

INFORMATION FOR BIDDERS

BIDS will be received by City of Hattiesburg, MS herein called the "OWNER", at the Engineering Department, 212 W Front St, Hattiesburg, MS 39401, until 10:00 AM on February 5th, 2021.

Each BID must be submitted in sealed envelope, addressed to the City Engineer, of said City. Each sealed envelope containing a BID must be plainly marked on the outside as BID for **CAMPBELL LOOP BRIDGE REPLACEMENT, Hattiesburg, Mississippi** and the envelope should bear on the outside the BIDDER'S name, address, and license number if applicable. If forwarded by mail, the sealed BID shall be included in a delivery package addressed to the Owner at 212 W Front St, Hattiesburg, MS 39401.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID BOND payable to the OWNER for five percent (5%) of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsive, responsible

BIDDERS upon request of the BIDDER. When the Agreement is executed the BONDS of the two remaining unsuccessful BIDDERS will be returned upon request of the BIDDER. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND and PERFORMANCE BOND have been executed and approved, after which it will be returned upon request of the BIDDER. A certified check may be used in lieu of a BID BOND.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of 100 percent (100%) of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dates copy of their Power of Attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the PERFORMANCE BOND and PAYMENT BOND within ten (10) calendar days from the date when NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within thirty (30) days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within thirty (30) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period; the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the thirty (30) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest and best responsive and responsible BIDDER.

All applicable Laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

FURTHER, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause.

The BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when required to do so by the OWNER.

The ENGINEER is SHOWS, DEARMAN & WAITS, INC. The address of the ENGINEER is 301 2nd Avenue, HATTIESBURG, MISSISSIPPI.

PROPOSAL FORM

I (we) agree to begin work within (10) calendar days after the issuance of Notice to Proceed, and to complete the work within 140 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,

Holliday Construction, LLC

Authorized by:

534 HWY 26 E,

Poplarville, MS 39470

ADDRESS

PROPOSAL

CAMPBELL LOOP BRIDGE REPLACEMENT

CITY of HATTIESBURG

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENSION
CAMPBELL LOOP BRIDGE REPLACEMENT ITEMS					
202-A	Removal of Existing Bridge (incl. but not limited to: Deck, Abutment, Piles, Caps, Wings, Guardrail, Grouted Riprap and other items as necessary and/or directed)	Lump Sum	Lump Sum	47,912.00	47,912.00
202-B	Removal of Asphalt, All Depths	Sq. Yd.	395	10.50	4,147.50
202-B	Removal of Concrete Curb	Lin. Ft.	20	9.25	185.00
203-A	Unclassified Excavation, LVM, AH	Cu. Yd.	1,020	9.50	9690.00
203-D	Muck Excavation, LVM, AH	Cu. Yd.	20	18.40	368.00
203-E	Borrow Excavation, LVM, AH (Class B9)	Cu. Yd.	655	30.50	19,977.50
203-G	Excess Excavation, LVM, AH	Cu. Yd.	150	9.50	1,425.00
304-A	Granular Material, LVM, Class 9, Group "B"	Cu. Yd.	191	51.00	9,741.00
304-G	Crushed Aggregate (Size 610)	Ton	177	80.00	14,160.00
403-A	Hot Mix Asphalt, ST, 9.5 mm Mixture	Ton	36	203.00	7,308.00
403-A	Hot Mix Asphalt, ST, 19 mm Mixture	Ton	110	203.00	22,330.00
601-A	Class "B" Structural Concrete	Cu. Yd.	230	726.00	166,980.00
602-A	Reinforcing Steel	Lb.	38,152	1.80	68,673.60
603-CE	36" x 23" Reinforced Concrete Arch Pipe, Class III, Rubber Gaskets	Lin. Ft.	40	106.00	4,240.00

603-SB	36" x 23" Branch Connection to Box Wingwall	Each	1	1,126.00	1,126.00
608-A	Concrete Sidewalk, Without Reinforcement	Sq. Yd.	115	84.00	9,660.00
608-C	Detectable Warning Panels	Sq. Ft.	16	31.00	496.00
618-A	Maintenance of Traffic	Lump Sum	Lump Sum	3,000.00	3,000.00
620-A	Mobilization	Lump Sum	Lump Sum	20,325.00	20,325.00
699-A	Construction Staking	Lump Sum	Lump Sum	5,025.00	5,025.00
225-A	Grassing (Incl. Temporary Grassing, Watering, Fertilizer, Top Soil, Etc.)	Acre	0.05	1,885.00	94.25
215-A	Vegetative Materials for Mulch	Ton	0.10	440.00	44.00
234-A	Temporary Silt Fence	Lin. Ft.	966	3.15	3042.90
237-A	Wattles, 20"	Lin. Ft.	288	5.65	1627.20
815-A	Loose Riprap (size 200)	Ton	47	98.75	4,641.25
815-B	Grouted Riprap	Sq. Yd.	996	77.50	77,190.00
815-E	Geotextile Under Riprap	Sq. Yd.	1,287	2.50	3,217.50
W-1	12" Insert-A-Valve	Each	1	16,910.00	16,910.00
W-2	12" Gate Valve	Each	1	2345.00	2345.00
W-3	12" Ductile Iron Water Pipe (Open Cut)	Lin. Ft.	120	271.50	32,580.00
W-4	16" Steel Casing (Open Cut)	Lin. Ft.	40	127.00	5080.00
				SUBTOTAL CAMPBELL LOOP BRIDGE REPLACEMENT ITEMS	563,541.70
ADDITIVE ALTERNATE NO. 1 ITEMS					
201-A	Clearing and Grubbing	Lump Sum	Lump Sum	1,588.00	1,588.00

202-B	Removal of Asphalt, All Depths	Sq. Yd.	187	11.00	2,057.00
202-B	Removal of Bridge Structure (incl. but not limited to: Deck, Abutment, Piles, Caps, Wings, Guardrail, Grouted Riprap and other items as necessary and/or directed)	Lump Sum	Lump Sum	3328.00	3,328.00
203-A	Unclassified Excavation, LVM, AH	Cu. Yd.	15	8.15	122.25
203-D	Muck Excavation, LVM, AH	Cu. Yd.	20	31.00	620.00
203-G	Excess Excavation, LVM, AH	Cu. Yd.	608	8.15	4,955.20
618-A	Maintenance of Traffic	Lump Sum	Lump Sum	2,622.00	2,622.00
620-A	Mobilization	Lump Sum	Lump Sum	2,345.00	2,345.00
699-A	Construction Staking	Lump Sum	Lump Sum	1.00	1.00
619-G	Barricades, Type III, Single Faced, Permanent, Red/White	Lin. Ft.	18	100.00	1,800.00
630-C	Steel U-Section Posts, 3.0 Lbs/ Ft	Lin. Ft.	40	32.50	1,300.00
215-A	Vegetative Materials for Mulch	Ton	0.1	440.00	44.00
225-A	Grassing (Incl. Temporary Grassing, Watering, Fertilizer, Top Soil, Etc.)	Acre	0.05	1,885.00	94.25
234-A	Temporary Silt Fence	Lin. Ft.	190	3.15	598.50
237-A	Wattles, 20"	Lin. Ft.	95	5.65	536.75
815-B	Grouted Riprap	Sq. Yd.	260	53.92	~~14,020.00~~ 14,019.20 md
815-E	Geotextile under Riprap	Sq. Yd.	260	2.50	650.00
				SUBTOTAL ADDITIVE ALTERNATE NO. 1 ITEMS	~~36,680.95~~ 36,681.15 md
ADDITIVE ALTERNATE NO. 2 ITEMS					
201-A	Clearing and Grubbing	Lump Sum	Lump Sum	5,493.00	5,493.00

202-B	Removal of Asphalt, All Depths	Sq. Yd.	168	12.00	2016.00
202-B	Removal of Bridge (incl. but not limited to: Deck, Abutment, Piles, Caps, Wings, Guardrail, Grouted Riprap and other items as necessary and/or directed)	Lump Sum	Lump Sum	28,796.00	28,796.00
203-A	Unclassified Excavation, LVM, AH	Cu. Yd.	15	8.15	122.25
203-EX	Borrow Excavation, LVM, AH (Class B9)	Cu. Yd.	70	30.50	2,135.00
618-A	Maintenance of Traffic	Lump Sum	Lump Sum	2,622.00	2,622.00
620-A	Mobilization	Lump Sum	Lump Sum	2,973.00	2,973.00
699-A	Construction Staking	Lump Sum	Lump Sum	1.00	1.00
215-A	Vegetative Materials for Mulch	Tons	0.25	440.00	110.00
225-A	Grassing (Incl. Temporary Grassing, Watering, Fertilizer, Top Soil, Etc.)	Acre	0.13	1,885.00	245.05
234-A	Temporary Silt Fence	Lin. Ft.	330	3.15	1,039.50
237-A	Wattles, 20"	Lin. Ft.	165	6.00	990.00
				SUBTOTAL ADDITIVE ALTERNATE NO. 2 ITEMS	46,542.80
				TOTAL BID	~~646,765.45~~

646,765.65 md

Note: All other items of work are to be absorbed.

Base Bid Respectfully Submitted, Name of Firm or Bidder: Holliday Construction, LLC

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Holliday Construction, LLC
534 Hwy 26 E
Poplarville, MS 39470

SURETY:
(Name, legal status and principal place of business)
U.S. Specialty Insurance Company
13403 Northwest Freeway
Houston, TX 77040-6094

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.

OWNER:
(Name, legal status and address)
City of Hattiesburg
212 W Front St.
Hattiesburg, MS 39401

BOND AMOUNT: **Five Percent (5%) of the Amount Bid----------**

PROJECT:
(Name, location or address, and Project number, if any)
Campbell Loop Bridge Replacement
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 **5th** day of **February** , **2021**

Abbigayle Holliday
(Witness)

Holliday Construction, LLC
(Contractor as Principal) *(Seal)*
(Title) Managing Member

Alexandria Baird
(Witness)

U.S. Specialty Insurance Company
(Surety) *(Seal)*
Kimberly B. Barhum
(Title)
Kimberly B. Barhum, Attorney-In-Fact
MS Resident Agent

Init.

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TOKIO MARINE HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

DAVID R. FORTENBERRY, R. TEB JONES, KIMBERLY B. BARHUM OR MARY JONES NORVAL
OF HATTIESBURG, MISSISSIPPI

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, 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 to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** ******Unlimited****** Dollars (***unlimited***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary 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:

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 or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, 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 binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and 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 signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles

By: _____
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (seal)

SONIA O. CARREJO
Notary Public - California
Los Angeles County
Commission # 2231479
My Comm. Expires Apr 23, 2022

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty 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; 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 Los Angeles, California this 5th day of February, 2021.

Corporate Seals
Bond No. n/a

Agency No. 17035

_____
Kio Lo, Assistant Secretary

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this 8 day of February, 2021 by and between hereinafter called the CONTRACTOR, Holliday Construction, LLC the **City of Hattiesburg** hereinafter called the OWNER, Witnesseth that the CONTRACTOR and the OWNER, for the consideration hereafter named and agrees as follows.

ARTICLE 1: SCOPE OF WORK

The CONTRACTOR agrees to furnish all tools, labor, equipment, materials, and supplies required to be furnished, and perform all work required under and in accordance with the plans entitled:

CAMPBELL LOOP BRIDGE REPLACEMENT
HATTIESBURG, MISSISSIPPI

which are on file at the office of the OWNER, and the Specifications, Proposals, General and Special Conditions, attached hereto and made a part hereof as fully as though copied herein, under the direct supervision and to the entire satisfaction of the OWNER and in accordance with the Laws of the State of Mississippi.

ARTICLE 2: THE CONTRACT SUM

It is further agreed and understood by and between the parties hereunto that the OWNER agrees to pay and the CONTRACTOR agrees to accept full and final compensation for all work done under this agreement, the lump sum amount adjusted for variation of quantities at the unit prices named in the Proposal, which is hereto attached, such payment to be made in lawful money of the United States, at the time and in the manner hereinafter set forth.

ARTICLE 3: TIME OF COMPLETION

The CONTRACTOR agrees, for the consideration above expressed, to begin and complete the work within the time specified in the Proposal. If the CONTRACTOR fails to complete the work in the time specified, he shall pay the OWNER as **liquidated damages,** ascertained and agreed, and not in the nature of a penalty, the sum of **$750.00** for each day delayed, which shall be deducted from the final amount to be paid under the contract; provided that the extension of time with the waiver of liquidation damages may be granted as provided for in the Specifications. The Contractor and the Contractor's Sureties shall be liable for all liquidated damaged in excess of money due the Contractor.

ARTICLE 4: PROGRESS PAYMENTS

The OWNER agrees to make progress payments during the construction as provided herein as follows:

The CONTRACTOR will on or before the tenth (10th) day of each month make an estimate of the value of the work done, based on contract prices, and submit to the ENGINEER, along with an affidavit by the CONTRACTOR that progress payments theretofore received from OWNER have discharged in full all the CONTRACTOR's obligations stated in prior progress payments. ENGINEER will recommend partial payment to the OWNER within a reasonable time of receipt of CONTRACTOR's estimate based on the ENGINEER's estimated quantities.

The OWNER agrees to pay the CONTRACTOR one hundred percent (100%) of the value of the work done each month, less retainage in accordance with MS Code of 1972 Section 31-5-33 until final acceptance of the work has been made. If defective and/or materials are discovered or reasonable doubt arises to the integrity of any part of the work for which partial payment has been allowed, a deduction from subsequent estimates in the amount equal to the work in question will be made until the defects have been remedied or the cause for doubt removed.

ARTICLE 5: ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice that the work is ready for final acceptance and inspection, the ENGINEER shall promptly make such inspection, and when he finds the work acceptable under the contract, and the contract fully performed, he shall promptly issue a final certificate, over his own signature, stating that the work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof. Then, the entire balance shall be due the CONTRACTOR within forty-five (45) days the date of said final acceptance and receipt of the closeout documents required per the Supplement to General Conditions and recommendation of the same to the OWNER.

Before issuance of final certificate, the CONTRACTOR shall submit evidence satisfactory to the ENGINEER that all payrolls, materials, bills, and other indebtedness connected with the work have been paid.

The making and acceptance of the final payment shall constitute a waiver of all claims by the OWNER, other than those arising from unsettled liens, from faulty work or materials appearing within one (1) year after payment, or claims previously made and still unsettled.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR, and the ENGINEER, so certifies, the OWNER shall, upon certificate of the ENGINEER and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

ARTICLE 6: THE PERFORMANCE BOND

The CONTRACTOR agrees to furnish a bond, with an approved surety thereon guaranteeing the performance of this contract, in no less than one hundred percent (100%) of the amount of the Contract. Said Bond shall be conditioned on full and complete performance of the Contract, and for the payment of all labor and materials for a period of one (1) year after completion. The Surety on said Bond shall be a surety company of financial resources satisfactory to the OWNER and authorized to do business in the State of Mississippi.

ARTICLE 7 INSURANCE

The CONTRACTOR agrees to also carry public liability insurance, property damage insurance, and workman's compensation insurance in amounts as required by the specifications.

WITNESSETH: that for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of the project specified herein.

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the project described herein.

3. The CONTRACTOR will commence the work required by the "Contract Documents" and complete the project on or before the completion date unless the period for completion is extended otherwise by the "Contract Documents."

4. The CONTRACTOR agrees to perform all of the work described in the "Contract Documents" and comply with the terms therein for the sum as shown in the bid schedule.

5. The term "Contract Documents" means and includes the following:

Advertisement for Bids	Notice of Award
Instructions to Bidders	Notice to Proceed
Bid	Change Order
Bid Bond	General Conditions
Contract Agreement	Supplemental General Conditions
Payment Bond	Technical Specifications
Performance Bond	Drawings
Addenda	

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the "General Conditions" such amounts as required by the "Contract Documents."

7. This "Contract Agreement" shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

OWNERS:

SEAL

City of Hattiesburg

Authorized by: 2-22-21 DATE

Toby Barker - Mayor
(Printed Name & Title)

ATTEST

CONTRACTOR:

Holliday Construction, LLC SEAL

2·11·21 DATE

Scott Holliday
Managing Member

ATTEST Debbi Holliday

IMPORTANT NOTE: Surety companies executing bonds must appear on the US Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the state where the project is located.

Bond # 1000852417

PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT WE, the Undersigned Holliday Construction, LLC (hereinafter called the Principal), a corporation, partnership or individual duly unauthorized by law to do business as a construction contractor in the State of Mississippi, and U.S. Specialty Insurance Company of Houston, TX (herein called the Surety), a corporation duly authorized to do surety business under the laws of the State of Mississippi, are held and firmly bound unto the City of Hattiesburg, MS (hereinafter called the Obligee), a Municipality existing under the laws of the State of Mississippi, in the penal sum of Six Hundred Forty Six Thousand Seven Hundred Sixty Five & 65/100 Dollars ($646,765.65) lawful money of the United States, for the payment of which well and truly to be made, the said Principal and the said Surety do hereby bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, by these presents, as follows:

The Condition of this obligation is such that; whereas Principal by an instrument in writing attached hereto and bearing date of February 8th, 2021 has agreed with said Obligee to do all work necessary and to furnish labor, materials, tools, supplies and services to construct **CAMPBELL LOOP BRIDGE REPLACEMENT, HATTIESBURG, MISSISSIPPI** as shown on Plans and specified thereby in the Specifications, Proposal and other Contract Documents hereto attached.

NOW THEREFORE, if said Principal shall well and truly in good, sufficient and workmanlike manner, and to the satisfaction of Obligee perform and complete the work required, and shall defend, indemnify and save harmless said Obligee against all damages, claims, demands, expense and charge of every kind (including claims of patent infringement) arising out of injury or damage to persons or property by reason or arising from any act, omission or neglect of said Principal, his agent, servants or employees with relation to said work; and shall pay all cost, charges, rentals and expenses for labor, material, supplies and equipment and deliver the said improvement to Obligee completed and ready for occupancy or operation, and free from all liens, encumbrances or claims for labor, material or otherwise; and shall pay all other expenses lawfully chargeable to Obligee by reason of any default or neglect of the said Principal in the relation of said agreement and said work, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said surety for value received hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the Contract, or the work to be performed thereunder, or the Specifications accompanying the same, shall in any way affect its obligation on this bond and does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the Specifications.

PROVIDED FURTHER, that if Principal, or his, or its subcontractor or

subcontractors fail to duly pay for any labor, materials, team hire, sustenance provisions or any other supplies or materials used or consumed by such Principal or his, their or its subcontractors in performance of the work contracted to be done, the Surety will pay the same in any amount not exceeding the sum specified in the bond, together with interest as provided by law.

IN WITNESS THEREOF: Said Principal and Surety have hereunto set their hands and seals at Hattiesburg, MS this 11th day of February , 2021 .

(SEAL)

Holliday Construction, LLC
PRINCIPAL

WITNESSES:

534 Hwy 26 E
Poplarville, MS 39470
ADDRESS

Name of person executing for Principal

Scott Holliday, Managing Member
TITLE

U.S. Specialty Insurance Company
SURETY

13403 Northwest Freeway
Houston, TX 77040-6094
ADDRESS

WITNESSES:

Witness as to Surety
TITLE

Name of person executing for Surety
Kimberly B. Barhum, Attorney-In-Fact

TOKIO MARINE HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

DAVID R. FORTENBERRY, R. TEB JONES, KIMBERLY B. BARHUM OR MARY JONES NORVAL
OF HATTIESBURG, MISSISSIPPI

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, 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 to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** ******Unlimited****** Dollars (***unlimited***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary 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:

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 or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, 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 binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and 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 signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles

By: _____
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SONIA O. CARREJO
Notary Public - California
Los Angeles County
Commission # 2239479
My Comm. Expires Apr 23, 2022

Signature _____ (seal)

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty 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; 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 Los Angeles, California this 11th day of February, 2021.

Corporate Seals
Bond No. 1000852417

Agency No. 17035

_____
Kio Lo, Assistant Secretary

HCCSMANPOA05/2019

visit tmhcc.com/surety for more information

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/12/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Laurie McCrea
BXS Insurance 16 Thompson Park Hattiesburg MS 39401	PHONE (A/C, No, Ext): 601-554-7327 FAX (A/C, No): 877-288-0152 E-MAIL ADDRESS: laurie.mccrea@bxsi.com

INSURED	HOLLCON-02
Holliday Construction, LLC 534 Hwy 26 E Poplarville MS 39470	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Ohio Security Insurance Company	24082
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 726143983 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	Y	Y	BKS2058558661	4/17/2020	4/17/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	Y	BAS2158558661	4/17/2020	4/17/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	Y	USO2158558661	4/17/2020	4/17/2021	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ 1,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	XWS2158558661	4/17/2020	4/17/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A A	Equipment Floater Hired Physical Damage			BKS2158558661 BAS2158558661	4/17/2020 4/17/2020	4/17/2021 4/17/2021	Leased/Rented Hired Phys Dam Ded	$200,000 $50,000 $1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

JOB: Campbell Loop Bridge Replacement - Hattiesburg MS

City of Hattiesburg and Shows, Dearman and Waits Inc. are included as additional insured in regards to general liability, auto liability, and excess liability as required by written contract. A waiver of subrogation is granted in favor of the same in regards to general liability, auto liability, excess liability and workers compensation as required by written contract.

CERTIFICATE HOLDER

City of Hattiesburg
P O Box 1898
Hattiesburg MS 39403

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meaning indicated which shall be applicable to both the singular and plural thereof.

ACCEPTANCE: By the OWNER of the Work as being fully complete in accordance with the Contract Documents.

AGREEMENT: The written agreement between the OWNER and the CONTRACTOR covering the Work to be performed: The Contract Documents are attached to and made a part of the Agreement. Also designated as the Contract.

ADDENDA: Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by addition, deletions, clarifications or corrections.

APPLICATION FOR PAYMENT: The form furnished by the ENGINEER which is to be used by the CONTRACTOR in requesting progress payments and an affidavit of the CONTRACTOR that progress payments theretofore received from the OWNER on account of the WORK have been applied by the CONTRACTOR to discharge in full all of the CONTRACTOR'S obligations stated in prior Applications for Payment.

APPROVAL: Accept as satisfactory.

BID: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

BIDDER: Any person, firm or corporation submitting a Bid for the Work.

BONDS: Bid, performance and payment bonds and other instruments of security furnished by the CONTRACTOR and his surety in accordance with the Contract Documents and in accordance with the law of the place of the project.

CHANGE ORDER: A written order to the CONTRACTOR signed by the OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

CONTRACT DOCUMENTS: The Agreement, Addenda, Instruction's to Bidders, CONTRACTOR'S BID, the Bonds, the Notice of Award, these General Conditions,

the Supplementary conditions, Special Conditions, Technical Conditions, the Specifications, Drawings and Modifications, and Notice to Proceed.

CONTRACT PRICE: The total moneys payable to the CONTRACTOR under the Contract Documents.

CONTRACT TIME: The number of calendar days stated in the Agreement for the completion of the Work.

CONTRACTING OFFICER: The OWNER (Grantee) - The individual who is authorized to sign the contract documents on behalf of the OWNER'S governing body.

CONTRACTOR: The person, firm or corporation with whom the OWNER has executed the Agreement.

DAY: A calendar day of twenty-four hours measured from midnight to the next midnight.

DRAWINGS: The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by the ENGINEER and are referred to in the Contract Documents.

ENGINEER: The person, firm or corporation named as such in the Contract Documents.

FIELD ORDER: A written order issued by the ENGINEER which clarifies or interprets the Contract Documents in accordance with Paragraph 9.3 or orders minor changes in the Work in accordance with paragraph 10.2.

HE, HIS, AND HIM: These are several pronouns that shall represent both male and female genders.

MODIFICATION: (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order (c) a written clarification or interpretation issued by the ENGINEER in accordance with paragraph 9.3 or (d) a written order for a minor change or alteration in the Work issued by the ENGINEER pursuant to paragraph 10.2. A modification may only be issued after execution of the Agreement.

NOTICE OF AWARD: The written notice by OWNER to the apparent successful Bidder stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, OWNER will execute and deliver the Agreement to him.

NOTICE TO PROCEED: A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligations under the Contract Documents.

OWNER: A public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

PROJECT: The entire construction to be performed as provided in the Contract Documents.

CONSTRUCTION OBSERVER, RESIDENT INSPECTOR, CONSTRUCTION INSPECTOR, PROJECT REPRESENTATIVE: An authorized representative of the ENGINEER assigned to observe the Work performed and materials furnished by the CONTRACTOR or such other person as may be appointed by the OWNER as his representative. The CONTRACTOR shall be notified in writing of the identity of this representative.

SHOP DRAWINGS: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work and as required by the Contract Documents.

SAMPLES: Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

SPECIFICATIONS: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.

SUBCONTRACTOR: An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

SUBSTANTIAL COMPLETION: Substantial completion may be granted for all or portions of the work prior to final completion and stopping of contract time. Substantial completion is defined as the date when the construction is sufficiently completed in accordance with the contract documents so that the project or specified part of the project can be utilized for the purpose for which it was intended. The contract provides that the retainer may be reduced for that portion of the work which substantial completion is granted, but the granting of substantial completion will not stop contract time or liquidated damages.

SUPPLEMENTARY GENERAL CONDITIONS: Federal and State conditions in effect at time of submission of Bid in addition to those Supplementary General Conditions attached here to.

SUPPLIER: Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

SPECIAL CONDITIONS: When included as a part of the Contract Documents, Special Conditions refer only to the Work under this Contract.

SURETY: The corporate body which is bound with the CONTRACTOR and which engages to be responsible for the CONTRACTOR and his acceptable performance of the Work.

WORK: Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by CONTRACTOR under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

WRITTEN NOTICE: The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with Contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative of such individual, firm or corporation, or if delivered at or sent by registered mail to the last business address known to him who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the OWNER under this Contract shall be delivered to the OWNER through the ENGINEER.

ARTICLE 2 - PRELIMINARY MATTERS:

AWARD: 2.1 The award of the Contract, if it is awarded, will be to the lowest and best responsible, responsive Bidder. No Notice of Award will be given until the OWNER has concluded such investigations as he deems necessary to establish the responsibility, qualifications, and financial ability of the Bidders to do the Work in accordance with the Contract Documents to the satisfaction of the OWNER within the time prescribed. The OWNER reserves the right to reject the BID of any Bidder who does not pass such investigation to the OWNER'S satisfaction. In analyzing Bids, the OWNER may take into consideration alternates and unit prices, if requested by the Bid Form. If the Contract is awarded, the OWNER will issue the NOTICE of AWARD and give the successful Bidder a contract for execution within sixty (60) days after the opening of Bids.

EXECUTION OF AGREEMENT:

2.2 At least three counterparts of the Agreement and such other Contract Documents will be executed and delivered by CONTRACTOR to the ENGINEER within 10 days of receipt from the OWNER.

FORFEITURE OF BID SECURITY:

2.3 Failure of the successful Bidder to execute and deliver the Agreement and deliver the required Bonds as stipulated in paragraph 2.3 shall be just cause for the OWNER to annul the Notice of Award and declare the Bid and any security therefore forfeited.

The quantities appearing in the bid schedule are approximate and have been prepared for comparison of bids. The OWNER does not guarantee or assume any responsibility that quantities shows on the plans will not vary during actual construction of the contract. The CONTRACTOR further acknowledges the possibility of variation of quantities, shall be precluded from claiming in the construction of the project, and the CONTRACTOR shall not claim deception or misunderstanding because of any variation in quantities, location, character of work, or any other condition. Payment will be made only for actual quantities of work performed and accepted.

The OWNER makes no guarantees regarding the character or extent of water levels, soil, rock, utilities, or any other subsurface condition the BIDDER may encounter during work. The OWNER requires BIDDERS to make their own evaluation of subsurface soil conditions and to determine how these conditions may affect methods of construction

CONTRACTOR'S PRE-BID REPRESENTATIONS:

2.4 CONTRACTOR represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the Contract Documents, Work, Locality, and local conditions and will obey all federal, state, and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that he has correlated his study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

COMMENCEMENT OF CONTRACT TIME:

2.5 The Contract Time will commence to run in accordance with the Notice to Proceed.

STARTING THE PROJECT:

2.6 CONTRACTOR shall start to perform his obligations under the Contract Documents on the date when the Contract Time commences to run. No Work shall be done at the site prior to the date on which the Contract Time commences to run, except with the written consent of the OWNER.

BEFORE STARTING CONSTRUCTION:

2.7 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to ENGINEER any conflict, error or discrepancy which he may discover; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Drawings or Specifications. CONTRACTOR shall pot-hole existing utilities to ascertain exact location throughout the entire project. CONTRACTOR shall notify the ENGINEER any such locations of utilities which will prevent the work from being performed as designed, any work performed in which conflicts with an existing utility shall be remedied by the CONTRACTOR at his sole expense.

SCHEDULE OF COMPLETION:

2.8 Within ten (10) days after delivery of the Notice to Proceed by OWNER to CONTRACTOR, CONTRACTOR shall submit to ENGINEER an estimated progress schedule with earnings indicating the starting and completion dates of the various stages of the Work, and a preliminary schedule of Shop Drawing submissions. (See paragraphs 6.22 through 6.26.) The ENGINEER shall review and return this schedule or require revisions thereto within 14 days of its submittal. If there is more than one CONTRACTOR involved in a project, the responsibility for coordinating the Work of all CONTRACTORS shall be as provided in the Special Conditions.

2.9 At a time deemed appropriate by the OWNER to but before starting the Work at the site, a preconstruction conference may be held to review the above schedules, to establish procedures for handling shop drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the project. Present at the conference will be the OWNER or his representative, ENGINEER, Resident Project Representatives, CONTRACTOR and his Superintendent.

QUALIFICATION OF SUBCONTRACTORS MATERIALMEN AND SUPPLIERS:

2.10 Within ten (10) working days after bid opening, the CONTRACTOR will (if required) submit to the OWNER and the ENGINEER, for acceptance, a list of the names of Subcontractors and such other persons and organizations (including those who are to furnish principal items of material or equipment) proposed for those portions of the Work as to which the identity of the Subcontractors and other person and organizations must be submitted as specified in the Contract Documents. Within thirty (30) working days after receiving the list, the ENGINEER will notify the CONTRACTOR in writing if either the OWNER or the ENGINEER, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the OWNER or the ENGINEER to make objection to any Subcontractor, person or organization on the list within thirty days of receipt shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the OWNER or the ENGINEER to reject defective Work, material or equipment, or Work, material or equipment not in conformance with the requirements of the Contract Documents.

ARTICLE 3 - CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS:

3.1 It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between the OWNER and the CONTRACTOR. They may be altered only by a Modification.

3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall call it to the ENGINEER'S attention in writing at once and before proceeding with the Work affected thereby; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Specifications or Drawings. The various Contract Documents shall be given precedence, in case of conflict, error or discrepancy, as follows: Agreement Modifications, Addenda, Special Conditions, and Instruction's to Bidders, General Conditions, Technical Specifications and Drawings. If the requirements of one are more stringent than the other, the more stringent requirements shall apply.

3.3 The words "furnish, "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service."

3.4 Miscellaneous items and accessories which are not specifically mentioned, but which are essential to produce a complete and properly operating installation, or

usable structure or plant providing the indicated function, shall be furnished and installed without change in the Contract Price. Such miscellaneous items and accessories shall be of the same quality standards including material, style, finish, strength, class, weight and other applicable characteristics, as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the ENGINEER before installation. The above requirement is not intended to include major components not covered by or inferable from the Drawings and Specifications.

3.5 The Work of all trades under this Contract shall be coordinated by the CONTRACTOR in such a manner as to obtain the best workmanship possible for the entire Project, and all components of Work shall be installed or erected in accordance with the best practices of the particular trade.

3.6 Manufacturer's literature, when referenced, shall be dated and numbered and is intended to establish the minimum requirements acceptable. Whenever reference is given to codes or standard specifications or other data published by regulating agencies or accepted organizations, including but not limited to National Electrical Code, applicable State Building Code, Federal Specifications, ASTM Specifications, various institute specifications, and the like, it shall be understood that such reference is to the latest edition including addenda in effect on the date of Bid.

3.7 Brand names where used in the Technical Specifications, are intended to denote the standard of quality required for the particular material or product. The use of a brand name item is to set a standard of quality and is not intended to restrict the Contractor from offering an equal item from other source(s) of supply. The term "equal" or "equivalent" when used in connection with brand names, shall be interpreted to mean a material or product that is similar and equal in type, quality, size, capacity, composition, finish, color and other applicable characteristics to the material or product specified by trade name, and that is for the same use and capable of performing the same function, in the opinion of the ENGINEER, as the material or product so specified. Proposed equivalent items must be approved by ENGINEER before they are purchased or incorporated in the Work.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE CONDITIONS; REFERENCE POINTS:

Availability of Lands

4.1 The OWNER will furnish, as indicated in Contract Documents, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the OWNER, unless otherwise specified in the Contract Documents. Other access to such lands or rights-of-way for the CONTRACTOR'S convenience shall be the

responsibility of the CONTRACTOR. The CONTRACTOR will provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 The OWNER will, upon request, furnish to the BIDDERS copies of all available boundary surveys.

Subsurface Conditions:

4.3 The CONTRACTOR acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the grounds, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The CONTRACTOR further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done on behalf of the OWNER on the site or any contiguous site, as well as from information presented by the Drawings and Specifications made a part of this Contract, or any other information made available to him prior to receipt of Bids. Any failure by the CONTRACTOR to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work. Any additional information necessary to ascertain subsurface soil conditions, including test holes and soil borings, not provided by the OWNER shall be undertaken by the BIDDER prior to bidding at his cost. Such exploration shall be adequate to satisfy the BIDDER of the materials expected to be encountered on the project. The OWNER assumes no responsibility for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the OWNER.

Differing Site Conditions

4.4 (a) The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the OWNER in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. The OWNER shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

(b) No claim of the CONTRACTOR under this clause shall be allowed unless the CONTRACTOR has given the notice required in (a) above.

(c) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

ARTICLE 5 - BONDS AND INSURANCE:

Performance and Payment Bonds:

5.1 The contractor's attention is directed to the Information for Bidders and Supplement to General Conditions.

Contractor's Liability Insurance:

5.2 The CONTRACTOR shall provide the OWNER with insurance certificates certifying that all required insurance is in force; and such insurance certificates shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the OWNER advance notice by registered mail.

5.3 The CONTRACTOR agrees that if any part of the Work under the contract is sublet, he will require the Subcontractor(s) to carry insurance as required, and that he will require the Subcontractor(s) to furnish to him insurance certificates similar to those required by the OWNER in 5.1 and 5.2 above.

5.4 The CONTRACTOR agrees to add ENGINEER to insurance policy as additional insured.

Owner's Liability Insurance

5.4 The OWNER will be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from operations under the Contract Documents.

Fire and Extended Coverage Insurance (Builders' Risk):

5.5 The CONTRACTOR shall maintain, as applicable, in an Insurance Company or Insurance Companies acceptable to the OWNER, Fire, Extended Coverage and Vandalism & Malicious Mischief Insurance on buildings and structures, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery, if the cost of machinery is included in the Contract. The amount of insurance should at all times be at least equal to the actual cash value of the insured property. The policy shall be in the name

of the OWNER and the CONTRACTOR, as their interests may appear, and shall also cover the interests of all Subcontractors performing work.

5.6 The CONTRACTOR shall provide the OWNER with satisfactory evidence certifying that the foregoing insurance is in force; and such evidence shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the OWNER advance notice by registered mail.

Cancellation and Re-Insurance:

5.7 If any insurance should be canceled or changed by the insurance company or should any insurance expire during the period of this Contract, the CONTRACTOR shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain continuous coverage during the life of this Contract.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES:

Supervision and Superintendence:

6.1 The CONTRACTOR will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, safety, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work. (Copies of written communications given to the Superintendent shall be mailed to the Contractor's home or office.)

Labor, Materials and Equipment:

6.2 The CONTRACTOR will provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.

6.3 The CONTRACTOR will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, local telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.

6.4 All materials and equipment will be new, except as otherwise provided in the Contract Documents. When special makes or grades of material which are normally

packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or container with seals unbroken and labels intact.

6.5 All materials and equipment shall be applied, handled, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors and industry standards, except as otherwise provided in the Contract Documents.

Materials, Equipment, Products and Substitutions:

6.6 Materials, equipment and products incorporated in the Work must be approved for use before being purchased by the CONTRACTOR. The CONTRACTOR shall submit to the ENGINEER a list of proposed materials, equipment or products, together with such samples as may be necessary for him to determine their acceptability and obtain his approval, within ninety (90) calendar days after award of Contract. No request for payment for "or equal" equipment will be approved until this list has been received and approved by the ENGINEER.

6.6.1 Whenever a material, article or piece of equipment is identified on the drawings or Specifications by reference to brand names or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand names or catalog number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Incidental charges or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the Contract Price, or Contract Time.

6.6.2 No substitute shall be ordered or installed without the written approval of the ENGINEER who shall be the judge of equality.

6.6.3 Delay caused by obtaining approvals for substitute materials will not be considered justifiable grounds for an extension of construction time.

6.6.4 Should any work or materials, equipment or products not conform to requirements of the Drawings and Specifications or become damaged during the process of the Work, such Work or materials shall be removed and replaced, together with any work disarranged by such alterations, at any time before completion and acceptance of the Project. All such work shall be done at the expense of the CONTRACTOR. (See paragraph 7.10)

6.6.5 No materials or supplies for the Work shall be purchased by the CONTRACTOR or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the Seller. The CONTRACTOR warrants that he has good title to all materials and supplies used by him in the Work.

Concerning Subcontractors:

6.7 The CONTRACTOR will not employ any Subcontractor, other person or organization of the types referred to in paragraph 2.10 (whether initially or as a substitute) against whom the OWNER or the ENGINEER may have reasonable objection, not will the CONTRACTOR be required to employ any Subcontractor against whom he has reasonable objection. The CONTRACTOR will not make any substitution for any Subcontractor who has been accepted by the OWNER and the ENGINEER, unless the ENGINEER determines that there is good cause for doing so.

6.8 The CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER or ENGINEER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done in accordance with the schedule of values.

6.9 The divisions and sections of the Specifications and the identifications of any drawings shall not control the CONTRACTOR in dividing the work among Subcontractors or delineating the Work to be performed by any specific trade.

6.10 The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the OWNER.

6.11 All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor.

6.12 The CONTRACTOR shall be responsible for the coordination of the trades, Subcontractors and material men engaged upon his Work.

6.12.1 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by

the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provisions of the Contract Documents.

6.12.2 The OWNER or ENGINEER will not undertake to settle any differences between the CONTRACTOR and his Subcontractors or between Subcontractors.

6.12.3 If in the opinion of the ENGINEER, any Subcontractor on the project proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when directed in writing.

Patent Fees and Royalties:

6.13 The CONTRACTOR will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. He will indemnify and hold harmless the OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorneys' fees) arising out of any infringement of such rights during or after completion of the Work and shall defend all such claims in connection with any alleged infringement of such rights.

6.14 The CONTRACTOR shall be responsible for determining the application of patent rights and royalties on materials, appliances, articles or systems prior to bidding. However, he shall not be responsible for such determination on systems which do not involve purchase by him of materials, appliances, and articles.

Permits:

6.15 The CONTRACTOR will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of his Bid. When such charges are normally made by the OWNER, there will be no charges to the CONTRACTOR. The OWNER shall assist the CONTRACTOR, when necessary, in obtaining such permits and licenses. The CONTRACTOR will also pay all public utility charges.

Laws and Regulations:

6.16 The CONTRACTOR will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, he will give the ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If the CONTRACTOR performs any Work knowing it to be

contrary to such laws, ordinances, rules and regulations, and without such notice to the ENGINEER, he will bear all costs arising wherefrom; however, it shall not be his primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

Taxes:

6.17 Cost of all sales and other taxes for which the CONTRACTOR is liable under the Contract shall be included in the Contract Price stated by the CONTRACTOR.

Record Drawings:

6.18 The CONTRACTOR will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Engineer and shall be delivered to him for the OWNER upon completion of the Project. It shall be used for this purpose only.

Safety and Protection:

6.19 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

6.19.1 All employees on the work and other persons who may be affected thereby.

6.19.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.

6.19.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

6.20 The CONTRACTOR will designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S superintendent unless otherwise designated in writing by the CONTRACTOR to the OWNER.

Emergencies:

6.21 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or

authorization from the ENGINEER or OWNER, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the ENGINEER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall be issued covering the changes and deviations involved. If the CONTRACTOR believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 & 12.

Shop Drawing and Samples:

6.22 After checking and verifying all field measurements, the CONTRACTOR will submit to the ENGINEER for review, in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9) three (3) copies (or at the ENGINEER'S option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the CONTRACTOR. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the ENGINEER to review the information as required.

6.23 The CONTRACTOR will also submit to the ENGINEER for review, with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

6.24 At the time of each submission, the CONTRACTOR will in writing call the ENGINEER'S attention to any deviations that the Shop Drawings or sample may have from the requirements of the Contract Documents.

6.25 The ENGINEER will review with reasonable promptness Shop Drawings and samples, but his review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The review of a separate item as such will not indicate review of the assembly in which the item functions. The CONTRACTOR will make any corrections required by the ENGINEER and will return the required number of corrected copies of Shop Drawings and resubmit new samples until the review is satisfactory to the ENGINEER. The CONTRACTOR shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by the ENGINEER on previous submissions. The CONTRACTOR'S stamp of approval on any Shop Drawings or sample shall constitute a representative to the OWNER and the ENGINEER that the CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalogue numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawings or sample with the requirements of the Work and

the Contract Documents.

6.26 No Work requiring a Shop Drawing or sample submission shall be commenced until the submission has been reviewed by the ENGINEER. A copy of each Shop Drawing and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6.27 The ENGINEER'S review of Shop Drawings or samples shall not relieve the CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the ENGINEER'S attention to such deviation at the time of submission and the ENGINEER has given written approval to the specific deviation, nor shall any review by the ENGINEER relieve the CONTRACTOR from responsibility for errors or omission in the Shop Drawings.

Cleaning Up:

6.28 The CONTRACTOR shall clean up behind the Work as much as is reasonably possible as the Work progresses. Upon completion of the Work, and before acceptance of and final payment for the Project by the OWNER, the CONTRACTOR shall remove all his surplus and discarded materials excavated material and rubbish from the roadways, sidewalks, parking areas, lawns and all adjacent property; shall clean his portion of Work involved in any building under this Contract, so that no further cleaning by the OWNER is necessary prior to his occupancy; shall restore all property, both public and private, which has been disturbed or damaged during the prosecution of the Work; and shall leave the whole in a neat and presentable condition.

6.29 Clean-up operations shall consistently be carried on by the CONTRACTOR at all times to keep the premises free from accumulation of waste materials and rubbish. Upon completion of the Work he shall remove all rubbish, tools, scaffolding, surplus materials, etc., and shall leave his work "broom clean", or its equivalent, unless more exactly specified elsewhere in the Contract. The CONTRACTOR shall do the cleaning for all trades upon completion of the Work.

6.30 General. In case of dispute, the OWNER may remove the rubbish and charge the cost to the CONTRACTOR as the ENGINEER shall determine to be just.

Public Convenience and Safety:

6.31 The CONTRACTOR shall, at all times, conduct the Work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of the Work shall be provided for in a satisfactory manner, consistent with the operation and local

conditions. "Street Closed" signs shall be placed immediately adjacent to the Work, in a conspicuous position at such locations as traffic demands in accordance with the MUTCD. At any time that streets are required to be closed, the CONTRACTOR shall notify law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times. The CONTRACTOR shall keep the portion of the project being used by the public in satisfactory condition. It may become necessary for the CONTRACTOR to sweep the roadway surface to completely remove debris.

Sanitary Provisions:

6.32 The CONTRACTOR shall furnish necessary toilet conveniences, secluded from public observation, for use of all personnel on the Work, whether or not in his employ. They shall be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the Public Authorities having jurisdiction. He shall commit no public nuisance. Temporary sanitary facilities shall be removed upon completion of the Work and the premises shall be left clean.

Indemnification:

6.33 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than Work itself) including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

6.34 In any and all claims against the OWNER or the ENGINEER or any of their agents or employees, by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.33 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.35 The obligations of the CONTRACTOR under paragraph 6.33 shall not extend to the liability of the Engineer's negligent acts, errors or omissions or those of his employees or agents.

Responsibility for Connecting to Existing Work:

6.36 It shall be the express responsibility of the CONTRACTOR to connect his Work to each part of the existing work or work previously installed as required by the Drawings and Specifications to provide a complete installation.

Work in Street, Highway and Other Rights-of-Way:

6.37 Excavation, grading, fill, storm drainage, paving and any other construction or installations in rights-of-way of streets, highways, public carrier lines, utility lines (either aerial, surface or subsurface), etc., shall be done in accordance with requirements of the Contract Documents. The CONTRACTOR will be responsible for obtaining all permits necessary for the work. Upon completion of the Work, CONTRACTOR shall present to ENGINEER certificates, in triplicate, from the proper authorities stating that the Work has been done in accordance with their requirements.

6.37.1 The OWNER will cooperate with the CONTRACTOR in obtaining action from any utilities or public authorities involved in the above requirements.

6.37.2 The ENGINEER shall be responsible for obtaining elevations of curbs and gutters, pavement, storm drainage structures, and other such items which must be established by governmental departments as soon as grading operations are begun on the site and, in any case, sufficiently early in the construction period to prevent any adverse effect on the Project.

Cooperation with Governmental Departments, Public Utilities, Etc.:

6.38 The OWNER shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structure connected therewith, that are encountered in the work in order that such items may be properly shored, supported and protected, or the CONTRACTOR may relocate them if he so desires. The CONTRACTOR shall give all proper notices, shall comply with requirements of such parties in the performance of his Work, shall permit entrance of such parties on the Project in order that they may perform their necessary work, and shall pay all charges and fees made by such parties for this work.

6.38.1 The CONTRACTOR'S attention is called to the fact that there may be delays on the Project due to work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.

6.38.2 The CONTRACTOR shall have made himself familiar with all codes, laws, ordinances and regulations which in any manner affect those engaged or employed in the Work, or materials and equipment used in or upon the Work, or in any way affect the conduct of the Work, and no plea of misunderstanding will be considered on account of his ignorance thereof.

Use of Premises:

6.39 CONTRACTOR shall confine his apparatus, storage of materials, and operations of his workmen to limits indicated by law, ordinances, permits, and directions of ENGINEER and OWNER, and shall not unnecessarily encumber any part of site.

6.39.1 CONTRACTOR shall not overload or permit any part of any structure to be loaded with such weight as will endanger its safety, nor shall he subject any part of the Work to stresses or pressures that will endanger it.

6.39.2 CONTRACTOR shall enforce OWNER'S instructions in connection with signs, advertisements, fires and smoking.

6.39.3 CONTRACTOR shall arrange and cooperate with OWNER in routing and parking of automobiles of his employees, subcontractors and other personnel and in routing material delivery trucks and other vehicles to the Project Site.

Protection of Existing Property Improvements:

6.40 Any existing surface or subsurface improvements, such as pavements, curbs, sidewalks, pipes or utilities, footings or structures (including portions thereof), trees, and
shrubbery not indicated on the Drawings or noted in the Specifications as being removed or altered shall be protected from damage during construction of the Project. Any such improvements damaged during construction of the Project shall be restored to a condition equal to that existing at time of award of Contract.

Temporary Heat:

6.41 The General CONTRACTOR shall provide heat, fuel and services as necessary to protect all work and materials, within all habitable areas of permanent building construction, for all contracts against injury from dampness and cold until final acceptance of all work and materials for the Project, unless building is fully occupied by the OWNER prior to such acceptance, in which case the OWNER shall assume all expenses of heating from date of full occupancy. In areas outside those covered above, each prime contractor shall be responsible for providing such temporary heat, fuel and services as required to protect his work or shall make all necessary arrangements with the General CONTRACTOR for providing such temporary heat,

fuel and services. Unless otherwise specifically permitted by Special Conditions, the permanent heating system shall not be used to provide temporary heat. CONTRACTOR'S proposed methods of heating shall be submitted for approval.

ARTICLE 7 - WORK BY OTHERS:

7.1 The OWNER may perform additional work related to the Project by himself, or he may let other direct contracts therefore which shall contain General Conditions similar to these. The CONTRACTOR will afford the other contractors who are parties to such direct contracts (or the OWNER, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his Work with theirs.

7.2 If any part of the CONTRACTOR'S work depends for proper execution or results upon the work of any such other CONTRACTOR (or the OWNER), the CONTRACTOR will promptly report to the ENGINEER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results.

7.3 The CONTRACTOR will do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The CONTRACTOR will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the ENGINEER and of the other contractors whose work will be affected.

7.4 If the performance of additional work by other contractors or the OWNER is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional work. If the CONTRACTOR believes that the performance of such additional work by the OWNER or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as provide in Articles 11 and 12.

7.5 Where practicable, the CONTRACTOR shall build around the work of other separate contractors or shall leave chases, slots and holes as required to receive and to conceal within the general construction work the work of such other separate contractors as directed by them. Where such chases, slots, etc., are impracticable, the work shall require specific approval of the ENGINEER.

7.6 Necessary chases, slots and holes not built or left by the CONTRACTOR shall be cut by the separate contractor requiring such alterations after approval of the CONTRACTOR. The CONTRACTOR shall do all patching and finishing of his Work where cut by other contractors at the expense of such other contractors.

7.7 Cooperation is required in the use of site facilities and in the detailed execution of the Work. Each contractor shall coordinate his operations with those of the other contractors for the best interest of the Work in order to prevent delay in the execution thereof.

7.8 Each contractor shall keep himself informed of the progress of the work of other contractors. Should lack of progress or defective workmanship on the part of other contractors interfere with his operations, the CONTRACTOR shall notify the ENGINEER immediately. Lack of such notice to the ENGINEER will be construed as acceptance by the CONTRACTOR of the status of the work of other contractors as being satisfactory for proper coordination of his own work.

7.9 Each contractor shall give notices of the progress of his work so as to allow other contractors adequate opportunity to properly direct and coordinate their work. The CONTRACTOR shall give notices of the progress of his Work so that work of other contractors, when required to be concealed, may be placed before the general construction Work. All such notices shall be submitted to the ENGINEER with copies to other prime contractors on the Project sufficiently ahead of job progress to permit adequate time for the other prime contractors to coordinate their work.

7.10 The cost of extra work resulting from lack of notices, untimely notices, failure to respond to notices, defective work or lack of coordination shall be borne by the CONTRACTOR responsible for such lack of notices, etc.

ARTICLE 8 - OWNER'S RESPONSIBILITIES:

8.1 The OWNER will issue all communications to the CONTRACTOR through the ENGINEER.

8.2 In case of termination of the employment of the ENGINEER, the OWNER will appoint an engineer against whom the CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to arbitration, if mutually agreeable.

8.3 The OWNER will furnish the data required of him under the Contract Documents promptly and shall make payments to the CONTRACTOR promptly after they are due as provided in Article 14.

8.4 OWNER'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1, 4.4 and the Special Conditions. Paragraphs 4.2 and 4.3 refer to OWNER'S identifying and making available to CONTRACTOR copies of surveys and investigation reports of subsurface and latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by ENGINEER in preparing the

Drawings and Specifications.

8.5 The OWNER'S responsibilities in respect of liability and property insurance are set forth in paragraph 5.4.

8.6 In addition to his rights to request changes in the Work in accordance with Article 10, the OWNER (especially in certain instances as provided in paragraph 10.4) will be obligated to execute Change Orders.

8.7 In connection with the OWNER'S right to stop Work or suspend Work; see paragraph 15.1. Paragraph 15.3 deals with the OWNER'S right to terminate services of the CONTRACTOR under certain circumstances.

8.8 The OWNER shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or any portion thereof may not have expired; but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the Work, the CONTRACTOR shall be entitled to such extra compensation or extension of time or both, except by prior agreement, as the ENGINEER may determine. See paragraph 14.11.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION:

Owner's Representative:

9.1 The ENGINEER shall be the OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of the ENGINEER as the OWNER'S representative during construction are set forth in Articles 1 through 17 of these General Conditions and shall not be extended without written consent of the OWNER and the ENGINEER.

9.1.1 The ENGINEER'S decision, in matters relating to aesthetics shall be final, if within the terms of the Contract Documents.

9.1.2 Except as may be otherwise provided in this contract all claims, counter-claims, disputes and other matters in question between the OWNER and the CONTRACTOR arising out of or relating to this agreement or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State in which the OWNER is located.

Visits to Site:

9.2 The ENGINEER will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding

in accordance with the Contract Documents. He will not be required to make continuous on-site observations to check the quality or quantity of the Work. His efforts will be directed toward ascertaining on behalf of the OWNER that the completed Project will conform to the requirements of the Contract Documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep the OWNER informed of the progress of the Work and will endeavor to guard the OWNER against defects and deficiencies in the Work of contractors.

Clarifications and Interpretations:

9.3 The ENGINEER will issue with reasonable promptness such written clarification or interpretations of the Contract Documents (in the form of Drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

Measurement of Quantities:

9.4 All Work completed under the Contract will be measured by the CONTRACTOR according to the United States Standard Measures. All linear surface measurements will be made horizontally or vertically as required by the item measured.

Rejecting Defective Work:

9.5 The ENGINEER will have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not meet the requirements of any inspection, test or approval or has been damaged prior to final acceptance). He will also have authority to require special inspection or testing of the Work whether or not the Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

9.6 In connection with the ENGINEER'S responsibility as to Shop Drawings and samples, see paragraphs 6.22 through 6.27, inclusive.

9.7 In connection with the ENGINEER'S responsibility for Change Orders; see Articles 10, 11, and 12.

9.8 In connection with the ENGINEER'S responsibilities in respect of Application for Payment, etc., see Article 14.

Resident Project Representative:

9.9 The OWNER or the ENGINEER will provide on-site representation sufficient to guarantee that construction is in general compliance with the construction drawings and the contract specifications.

Decisions on Disagreements:

9.10 The ENGINEER will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance hereunder. In his capacity as interpreter and judge, he will exercise his best efforts to insure faithful performance by both the OWNER and the CONTRACTOR. He will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred initially to the ENGINEER for decision; which he shall render in writing within a reasonable time.

9.11 Either the OWNER or the CONTRACTOR, if the other agrees, may request legal action with respect to any such claim, dispute or other matter that has been referred to the ENGINEER, except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.11, such legal action to be in accordance with Article 16. However, no request for legal action of any such claim, dispute or other matter shall be made until the earlier of (a) the date on which the ENGINEER has rendered his decision or (b) the tenth day after the parties have presented their evidence to the ENGINEER if he has not rendered his written decision before that date. No request for legal action shall be made later than thirty (30) days after the date on which the ENGINEER rendered his written decision in respect of the claim, dispute or other matter as to which legal action is sought; and the failure to request legal action within said thirty (30) days period shall result in the ENGINEER'S decision being final and binding upon the OWNER and the CONTRACTOR. If the ENGINEER renders a decision after legal proceedings have been initiated, such decision may be entered as evidence but shall not supersede the legal proceedings, except where the decision is acceptable to the parties concerned.

Limitations on Engineer's Responsibilities:

9.12 Neither the ENGINEER'S authority to act under this Article 9 nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the ENGINEER to the CONTRACTOR, any Subcontractor, any of their agents or employees or any other person performing any of the Work.

9.13 The ENGINEER will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs

incident thereto, and he will not be responsible for the CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

9.14 The ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR, or any Subcontractors, or any of his or their agents or employees, or any other person performing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK:

10.1 Without invalidating the Agreement, the OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the CONTRACTOR will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12. A Change Order signed by the CONTRACTOR indicates his agreement therewith.

10.2 The ENGINEER may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alteration authorized by the ENGINEER entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

10.3 Additional Work performed by the CONTRACTOR without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.21 and except as provided in paragraph 10.2.

10.4 The OWNER will execute appropriate Change Orders prepared by the ENGINEER covering changes in the Work to be performed as provided in paragraph 4.4, and Work performed in an emergency as provided in paragraph 6.21 and any other claim of the CONTRACTOR for a change in the Contract Time or the Contract Price which is approved by the ENGINEER.

10.5 It is the CONTRACTOR'S responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. The CONTRACTOR will furnish proof of such adjustment to the OWNER.

ARTICLE 11 - CHANGE OF CONTRACT PRICE:

11.1 The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations

assigned to or undertaken by the CONTRACTOR shall be at his expense without changing the Contract Price.

11.2 (a) The OWNER may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make any change in the Work within the general scope of the contract, including but not limited to changes:

(1) In the specifications (including drawings and designs);
(2) In the method or manner of performance of the work;
(3) In the Owner-furnished facilities, equipment, materials, services, or site; or
(4) Directing acceleration in the performance of the work.

(b) Any other written order or an oral order (which terms as used in this paragraph (b) shall include direction, instruction, interpretation or determination) from the OWNER, which causes any such change, shall be treated as a change order under this clause, provided that the CONTRACTOR gives the OWNER written notice stating the date, circumstances, and source of the order and that the CONTRACTOR regards the order as a change order.

(c) Except as herein provided, no order, statement, or conduct of the OWNER shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.

(d) If any change under this clause causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly: PROVIDED, HOWEVER, that except for claims based on defective specifications, no claim for any change under (b) above shall be allowed for any costs incurred more than 20 days before the CONTRACTOR gives written notice as therein required. And provided further, that in the case of defective specifications for which the OWNER is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the CONTRACTOR in attempting to comply with such defective specifications.

(e) If the CONTRACTOR intends to assert a claim for an equitable adjustment under this clause, he must, within 30 days after receipt of a written change order under (a) above or the furnishing of a written notice under (b) above, submit to the OWNER a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the OWNER. The statement of claim hereunder may be included in the notice under (b) above.

(f) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

11.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents by application of unit prices to the quantities of the items involved.

11.3.2 By negotiated lump sum.

11.3.3 The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work plus a fixed amount to be agreed upon to cover the cost of general overhead and profit to be negotiated.

11.4 The term Cost of the Work means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work. Except as otherwise maybe agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to salaries and wages plus the costs of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by OWNER.

11.4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturer's field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3 Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such Bids to OWNER who will then determine with the advice of ENGINEER, which Bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of Work plus a Fee, the cost of the Work shall be determined in accordance with

paragraphs 11.4 and 11.5.

11.4.4 Costs of special consultants (including but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work.

11.4.5 Supplemental costs including the following:

11.4.5.1 The proportion of necessary transportation, travelling and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

11.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or other in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the cost of transportation, loading, unloading, installation, dismantling and removal thereof--all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall end when the use thereof is no longer necessary for the Work.

11.4.5.4 Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable imposed by any governmental authority.

11.4.5.5 Deposits lost for causes other than CONTRACTOR'S negligence, royalty payments and fees for permits and licenses. Costs for permits and licenses must be shown as a separate item.

11.4.5.6 Losses, damages and expenses, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the execution of, and to, the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of Work for the purpose of determining CONTRACTOR'S fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, he shall be paid for his services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9 Cost of premiums for additional Bonds and Insurance required because of changes in the Work.

11.5 The term cost of the Work shall not include any of the following:

11.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals, (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 11.4.1 -- all of which are to be considered administrative costs covered by the CONTRACTOR'S Fee.

11.5.2 Expenses of CONTRACTOR'S principal and branch offices other than his office at the site.

11.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR'S for delinquent payments.

11.5.4 Cost of premiums for all bonds and for all insurance policies whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except as otherwise provide in subparagraph 11.4.5.9.)

11.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

11.6 The CONTRACTOR'S Fee which shall be allowed to CONTRACTOR for his overhead and profit shall be determined as follows;

11.6.1 A mutually acceptable firm fixed price; or if none can be agreed upon,

11.6.2 A mutually acceptable fixed fee based on the estimate of the various portions

of the Cost of the Work.

11.7 The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the net shall be computed to include overhead and profit, identified separately, for both additions and credits.

11.8 Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will submit in form prescribed by ENGINEER an itemized cost breakdown together with supporting data.

11.9 Allowances: It is understood that the CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such material men, suppliers, or Subcontractors and for such sums within the limit of the allowances as the ENGINEER may approve. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. The CONTRACTOR agrees that the original Contract Price includes such sums as he deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

11.9.1 These allowances shall cover the cost to the CONTRACTOR less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes.

11.9.2 The CONTRACTOR'S costs for unloading and handling on site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Price and not in the allowance.

11.9.3 Whenever the cost, as described in 11.9.1 above, is more than or less than the allowance, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses, except that whenever unit price allowances are stipulated for brick, the Change Order will not include any cost as described in 11.5 above.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME:

12.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to OWNER and ENGINEER within ten days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be

determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if he makes a claim therefore as provided in paragraph 12.1. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by OWNER, fires, floods, labor disputes, epidemics, or acts of God.

12.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of the Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

12.4 No claim for delay shall be allowed because of failure to furnish Drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

12.5 This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

ARTICLE 13 - GUARANTY:

13.1 The CONTRACTOR shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs or adjustments, in the Work that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

ARTICLE 14 - PAYMENTS AND COMPLETION:

Payments to Contractors:

14.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK

performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER or revise the partial payment estimate provides the same to the CONTRACTOR indicating in writing his reasons for refusing or revising payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within forty-five (45) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER may retain a portion of the amount otherwise due the CONTRACTOR. Except as State law otherwise provides, the amount the OWNER retains shall be limited to the following:

14.1.1 Withholding of not more than 5 percent of the payment claimed until work is 50 percent complete;

14.1.2 When Work is 50 percent complete, reduction of the withholding to 2.5 percent of the dollar value of all Work satisfactorily completed to date, provided that the CONTRACTOR is making satisfactory progress and there is no specific cause for greater withholding and the same is requested by the CONTRACTOR in writing;

14.1.3 When the Work is substantially complete (operational or beneficial occupancy), the withheld amount shall be further reduced below 5 percent to only that amount necessary to assure completion.

14.1.4 The OWNER may reinstate up to 5 percent withholding if the OWNER determines, at its discretion, that the CONTRACTOR is not making satisfactory progress or there is other specific cause for such withholding.

Contractor's Warranty of Title:

14.2 The CONTRACTOR warrants and guarantees that title to all work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will have passed to the OWNER prior to the making of the Application for payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens") and that no work, materials or equipment covered by an Application for Payment will have been acquired by the CONTRACTOR or by any other person performing the Work at the Site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

Approval of Payments:

14.3 The ENGINEER'S approval of any payment requested in an Application for Payment shall constitute a representation by him to the OWNER, based on the ENGINEER'S on-site observations of the Work in progress as an experienced and qualified design professional and on his review of the Application of Payment and the supporting data, that the Work has progressed to the point indicated; That, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his approval), and that the CONTRACTOR is entitled to payment of the amount approved. However, by approving any such payment, the ENGINEER shall not thereby be deemed to have represented that he made exhaustive or continuous on-site observations to check the quality or the quantity of the Work, or that he has reviewed the means, methods, techniques, sequences, and procedures of construction or that he has made any examination to ascertain how or for what purpose the CONTRACTOR has used the moneys paid or to be paid to him on account of the Contract Price, or that title to any Work, materials, or equipment has passed to the OWNER free and clear of any Liens.

14.4 The CONTRACTOR shall make the following certification on each request for payment:
"I hereby certify that the labor and materials listed on this request for payment has been used in the construction of this work or that all materials included in this request for payment and not yet incorporated into the construction are now on the site or stored at an approved location; and payment received from the last request for payment has been used to make payments to all first-tier subcontractors and suppliers except as listed below."

14.5 The ENGINEER'S approval of final payment shall constitute an additional representation by him to the OWNER that the conditions precedent to the CONTRACTOR'S being entitled to final payment as set forth in paragraph 14.11 have been fulfilled.

14.6 The ENGINEER may refuse to approve the whole or any part of any payment if, in his opinion, he is unable to make such representations to the OWNER. He may also refuse to approve any such payment, because of subsequently discovered evidence or the results of subsequent inspections or tests nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the OWNER from loss because:

14.6.1 The Work is defective, reasonable doubt exists to the integrity, or completed Work has been damaged requiring correction or replacement,

14.6.2 The Work for which payment is request cannot be verified,

14.6.3 Claims or Liens have been filed or there is reasonable evidence indicating the probable filing thereof,

14.6.4 The Contract Price has been reduced because of Modifications,

14.6.5 The OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.1,

14.6.6. Of unsatisfactory prosecution of the Work, including failure to clean up as required by paragraphs 6.29 and 6.30,

14.6.7. Of persistent failure to cooperate with other contractors on the Project and persistent failure to carry out the Work in accordance with the Contract Documents,

14.6.8. Of liquidated damages payable by the CONTRACTOR or,

14.6.9. Of any other violation of, or failure to comply with, the provisions of the Contract Documents.

14.7 Prior to Substantial Completion, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the Work. Such use shall not constitute and acceptance of such portions of the Work.

14.8 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the Work, or restoration of any damaged Work, except such as may be caused by agents or employees of the OWNER.

14.9 Upon completion and acceptance of the Work, the ENGINEER shall issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the Contract Documents. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within forty-five (45) days of completion and acceptance of the Work.

14.10 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. The CONTRACTOR shall, at the

OWNER'S request, furnish satisfactory evidence that all obligations of nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the Contract Documents by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

Acceptance of Final Payment as Release:

14.11 When all items of work are completed to the satisfaction of the ENGINEER and the ENGINEER has been advised by the CONTRACTOR that a final inspection is desired, time will be suspended until final inspection is conducted and for an additional 14 calendar days after the CONTRACTOR has been notified in writing of the results of the inspection. If after the end of the 14-day suspension all necessary items of work have not been completed, time changes will resume. If the specified completion date had not been reached at the time the CONTRACTOR called for a final inspection, the calendar day difference between the specified completion date and the date the CONTRACTOR called for a final inspection will be added after the 14-day period before starting liquidated damages. If a project is on liquidated damages at the time a final inspection is scheduled, liquidated damages will be suspended until the final inspection is conducted and for seven (7) calendar days after the CONTRACTOR has been notified in writing of the results of the inspection. If after the end of the 7-day suspension all necessary items of work have not been completed, liquidated damages will resume. When final inspection has been made by the ENGINEER and all items of work have been completed, the daily time charge will cease.

14.12 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this Work and for every act and neglect of the OWNER and others relating to or arising out of this Work. Any payment however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION:

Owner May Suspend Work:

15.1 The OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to the CONTRACTOR and the ENGINEER which shall fix the date on which Work shall be resumed. The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefore as provided in Articles 11 and 12.

Work During Inclement Weather:

15.2 No Work shall be done under these Specifications except by permission of the OWNER when the weather is unfitting for good and careful work to be performed. Should the severity of the weather continue, the CONTRACTOR, upon the direction of the OWNER, shall suspend all work until instructed to resume operations by the OWNER and the Contract Time shall be extended to cover the duration of the order. Work damaged during periods of suspension due to inclement weather shall be repaired and/or replaced by the CONTRACTOR. Any compensation for repairs or replacements shall be subject to approval of the OWNER.

Owner May Terminate:

15.3 If the CONTRACTOR is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property; or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or he disregards laws, ordinances, rules regulations or orders of any public body having jurisdiction, or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the Contract Documents, then the OWNER may without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety seven days written notice, terminate the services of the CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the Work by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR or the Surety will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a Change Order.

15.4 Where the CONTRACTOR'S services have been so terminated by the OWNER, said terminations shall not affect any rights of the OWNER against the

CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by the OWNER due the CONTRACTOR will not release the CONTRACTOR from liability.

15.5 Upon seven days written notice to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the CONTRACTOR shall be paid for all Work executed and any expense sustained plus a reasonable profit.

Removal of Equipment:

15.6 In the case of termination of this Contract before completion, for any cause whatever, the CONTRACTOR if notified to do so by the OWNER, shall promptly remove any part or all of his equipment and supplies from the property of the OWNER. Should the CONTRACTOR not remove such equipment and supplies, the OWNER shall have the right to remove them at the expense of the CONTRACTOR. Equipment and supplies shall not be construed to include such items for which the CONTRACTOR has been paid in whole or in part.

Contractor May Stop Work or Terminate:

15.7 If, through no act or fault of the CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any Application for Payment within sixty (60) days after it is submitted, or the OWNER fails to pay the CONTRACTOR any sum approved by the ENGINEER or awarded by court ruling within forty-five (45) days of its approval and presentation, then the CONTRACTOR may, upon seven (7) days written notice to the OWNER and the ENGINEER, and if the OWNER or ENGINEER fails to reasonable respond in writing, terminate the Agreement and recover from the OWNER payment for all Work executed and any expense sustained plus a reasonable profit. In addition, and in lieu of terminating the Agreement, if the ENGINEER has failed to act on an Application for Payment or the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon seven (7) days' notice to the OWNER and the ENGINEER stop the Work until he has been paid all amounts then due.

Owner Furnished Equipment:

15.8 In case the OWNER furnishes equipment to the CONTRACTOR to install but fails to deliver it to the CONTRACTOR as required and in case such failure causes the CONTRACTOR additional expense or need for extension of time, the CONTRACTOR

may make such claims upon the OWNER and obtain adjustments as provided herein.

Liquidated Damages:

15.9 If the CONTRACTOR shall fail to complete the work within the contract time, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the Contract Documents for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the Contract Documents.

ARTICLE 16 - DISPUTE SETTLEMENT:

16.1 All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.11, shall be decided in a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS:

17.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice.

17.2 If the OWNER fails to make payment forty-five (45) days after payment is due, in addition to other remedies available to the CONTRACTOR, there shall be added to each such progress payment, interest at 1% per month commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

17.3 All Specifications, Drawings and copies thereof furnished by the ENGINEER shall remain his property. They shall not be used on another Project, and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to him on request upon completion of the Project.

17.4 The duties and obligations imposed by these General Conditions, and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.36 and 14.3 and the rights and remedies available to OWNER and ENGINEER there under, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the CONTRACT DOCUMENTS.

17.5 Should the OWNER or the CONTRACTOR suffer injury or damage to its person

or property because of any error, omission or act of the other or of any of his employee or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

17.6 The CONTRACT DOCUMENTS shall be governed by the law of the place of the Project.

Progress Charts and Requirements for Overtime Work

17.7 The CONTRACTOR shall within 5 days or within such time as determined by the OWNER after date of commencement of work prepare and submit to the OWNER for approval a practicable schedule, showing the order in which, the CONTRACTOR proposes to carry on the work, the date on which he will start the several salient features (including procurement of materials, plans and equipment) and the contemplated dates for completing the same. The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion at any time. The CONTRACTOR shall enter on the chart the actual progress at such intervals as directed by the OWNER and shall immediately deliver to the OWNER three (3) copies thereof. If the CONTRACTOR fails to submit a progress schedule within the time herein prescribed, the owner may withhold approval of progress payment estimates until such time as the CONTRACTOR submits the required progress schedule.

17.8 If, in the opinion of the OWNER, the CONTRACTOR falls behind the progress schedule, the CONTRACTOR shall take such steps as may be necessary to improve his progress and the OWNER may require him to increase the number of shifts, or overtime operations, days of work, or the amount of construction plant, or update the progress schedule to reflect increased production for meeting the completion date, or all of them, and to submit for approval such supplementary schedule or schedules in chart form as may be deemed necessary to demonstrate the manner in which the agreed rate of progress will be regained, all without additional cost to the OWNER.

17.9 Failure of the CONTRACTOR to comply with the requirements of the OWNER under this provision shall be grounds for determination by the OWNER that the CONTRACTOR is not prosecuting the work with such diligence as will insure completion within the time specified. Upon such determination the OWNER may terminate the CONTRACTOR'S right to proceed with the work or any separable part thereof in accordance with the clause of the contract entitled, "Termination for Default-Damages for Delay - Time Extensions.

17.10 Should the Contractor fail to complete the work within the specified time, or within any extra time allowed under these specifications, a sum of money, determined by the following schedule, shall be deducted from any funds due the

Contractor, the Owner shall have the right recover the said sum or sums from the Contractor or from the surety, or from both. The amounts of these deductions are to cover the liquidated damages to the Owner incurred by additional or other expenses due to the failure of the Contractor to complete the work or any part of the work within the time specified, and such deductions are not to be considered penalties.

17.11 The damages indicated above shall be considered as liquidated damages for the loss to the OWNER on account of the expense due to the employment of Engineers and their assistants and to any others expenses incurred after the expiration of the Contract time as determined by the ENGINEER in section 14.11

17.12 Work requiring the presence or services of the ENGINEER, based-solely on the opinion of the ENGINEER, will not be permitted on Sunday or holidays observed by the State unless the ENGINEER determines that an emergency or necessity exits. Work on these days solely to complete the project within the contract time will not be considered a necessity or emergency.

17.13 The ENGINEER will prepare and submit to the CONTRACTOR one (1) preliminary punch list of items that do not meet the contract requirements after the final inspection and one (1) final punch list immediately before final completion and final payment.

SUPPLEMENTAL GENERAL CONDITIONS

ARTICLE 1 - SPECIAL CONDITIONS

SCOPE AND INTENT

Special conditions shall prevail over General Conditions in case of conflict. The Contractor shall furnish all labor, materials, equipment (including fuel), tools, appliances, transportation and perform all operations in connection with the construction of, alterations to, or repair of, the building, including utilities, complete, in strict accordance with the specifications and the plans governing the construction of, alterations to, or repair of, the project.

EXAMINATION OF PREMISES

Before submitting a proposal for his work, each bidder shall be held responsible to have examined the site and satisfied himself as to the conditions under which work is to be performed.

PERMITS, TAXES, AND ORDINANCES

The Contractor shall pay for all required permits, give legal notices, and pay taxes and assessments levied in connection with this contract. Building regulations shall be strictly adhered to and the contractor shall be responsible for knowledge thereof.

INSURANCES, ETC.

In addition to the requirements of the General Conditions, insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONTRACTOR** under the terms of the Contract. The **CONTRACTOR** shall procure and maintain at his own expense any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the Work.
The **CONTRACTOR** shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the **OWNER**.
If a part of this Contract is sublet, the **CONTRACTOR** shall require each Subcontractor to carry insurance of the same kinds and in like amounts as carried by the **CONTRACTOR**. Certificates of insurance shall state that 30 days written notice will be given to the **OWNER** before the policy is canceled or changed. No **CONTRACTOR** or Subcontractor will be allowed to start any construction work on this Contract until certificates of all insurance required herein are filed and approved by the **OWNER**. The certificates shall show the type, amount, class of operations covered, effective dates and the dates of expiration of policies.

The **CONTRACTOR** shall secure and maintain in effect for the period of the Contract and pay all premiums for the following kinds and amounts of insurance.

A. Workers' Compensation and Employer's Liability Insurance

This insurance shall protect the **CONTRACTOR** against all claims under applicable State Worker's Compensation Laws. The **CONTRACTOR** shall also be protected and shall cause each Subcontractor to be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Worker's Compensation Law. The liability limits shall not be less than the required statutory limits for Worker's Compensation and Employer's Liability or the amount of ONE HUNDRED THOUSAND DOLLARS ($100,000.00) for each person whichever is more. This policy shall include an all states endorsement.

B. CONTRACTOR'S Comprehensive Public Liability and Property Damage Insurance, covering all operations in connection with the performance if this Contract in amounts not less than the following:

Bodily injury liability in the amount of FIVE HUNDRED THOUSAND DOLLARS ($500,000) for each person and ONE MILLION DOLLARS ($1,000,000) for each accident and property damage liability in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS ($500,000) for all damages arising out of the injury or destruction of property in any one accident and subject to that limit per accident a total for aggregate limit of FIVE HUNDRED THOUSAND DOLLARS ($1,000,000) for all damages arising out of injury to or destruction of property during the policy period.
The Comprehensive Public Liability and Property Damage policies carried by both the **CONTRACTOR** and the Subcontractors shall contain an endorsement to include the coverage of the following hazards:

a. Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the **CONTRACTOR'S** operations.

b. The collapse of and structural injury to any building, structure or property on or adjacent to the **OWNER'S** premises or right-of-way caused by the **CONTRACTOR'S** operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.

c. Contractual Liability Coverage for the Hold Harmless segments of the Contract Documents.

C. CONTRACTOR'S Contingent or Protective Liability and Property Damage:

In case part of this Contract is sublet, the **CONTRACTOR** shall secure

contingent or protective liability and property damage insurance to protect him from any and all claims arising from the operation of his Subcontractors in the execution of Work included in the Contract. In no case shall the amount of such protection be less than the limits of $500,000/$1,000,000 for Public Liability Insurance and $500,000/$1,000,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the **OWNER**.

D. Automotive Public Liability and Property Damage

The **CONTRACTOR** shall maintain automobile public liability insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS ($500,000) for injury to one person and ONE MILLION DOLLARS ($1,000,000) for one accident; and automobile property damage insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS ($500,000) for one accident to protect him from any and all claims arising from the use of the following:

a. **CONTRACTOR'S** own automobiles and trucks.

b. Hired automobiles and trucks.

c. Automobiles and trucks owned by Subcontractors.

The aforementioned is to cover use of automobiles and trucks on and off the site of the Project.

E. OWNER'S Protective Liability Policy

The **CONTRACTOR** shall maintain **OWNER'S** Protective Liability Insurance with the **OWNER** as the named insured, and the **ENGINEER**, and their servants, agents and employees as additional insureds in amounts not less than the following:

a. Bodily Injury in the amount of ONE MILLION DOLLARS ($1,000,000) for each person and ONE MILLION DOLLARS ($1,000,000) for each accident and property damage liability in the amount of FIVE HUNDRED THOUSAND DOLLARS ($500,000) for all damages arising out of an injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of ONE MILLION DOLLARS ($1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

CLEANING UP

The CONTRACTOR shall, at all times, keep the premises free from accumulations of waste materials and at the completion of the work, be shall remove all his rubbish, tools, temporary buildings, etc. from and about the site and shall leave his work "broom" clean unless more exactly specified elsewhere. All glass shall be washed and left free from stains of any nature.

SPECIAL INSTRUCTIONS

LIMITATIONS

During construction, care is to be taken to prevent damage to the work in place. As soon as work is completed, all work is to be thoroughly cleaned. Before completion, all damaged work is to be repaired and left in perfect condition. The CONTRACTOR will be responsible for all clean up of the premises. All trash, etc. will be hauled away from the site, and the site left in a clean and neat condition. Alcoholic beverages of any type will not be permitted on job site.

PRODUCT/MATERIALS SUBSTITUTION

CONTRACTOR will submit prior to starting work on project any changes to materials specified. CONTRACTOR will submit all specification data, company name, and supplier of material that he wishes to substitute. All material will be evaluated. CONTRACTOR will be given approval/disapproval by OWNER. No substitutes will be taken into consideration after work has begun, no substitutes will be allowed if CONTRACTOR does not submit specification data within time allowed.

INSPECTION

All work covered by these specifications shall be subject to inspection by OWNER or his authorized representative. CONTRACTOR will coordinate with OWNER for inspections as required during construction and furnish to the OWNER in writing a project schedule prior to mobilization of work at the job site.

SPECIFICATIONS AND DRAWINGS ARE RECIPROCAL

The specifications and drawings are intended mutually to explain each other and anything which is referred to in the specifications and not shown on the drawings shall be considered as being shown and mentioned and referred to in both of these documents. Such work shall be done and performed accordingly. Any drawing attached to this specification form is an integral part thereof and where such drawings, if any, differ from these specifications, the specifications shall govern.

AS-BUILT DRAWINGS

Occasionally, during the course of construction, modifications and changes may occur due to site conditions, unforeseen circumstances and problems encountered. This may result in a modification of construction as originally depicted on drawings. Contractor will furnish the OWNER a marked-up set of prints in red line of all changes and/or modifications that pertain to this contract. Drawings will be labeled. "AS-BUILT DRAWINGS".

GUARANTEES, WARRANTIES AND BONDS

1. All work will be guaranteed by the CONTRACTOR for a period of one (1) year from the date of substantial completion.
2. Wording for the notarized guarantee shall be as follows:
   "We hereby guarantee all work performed by us on the above captioned project to be free from defective materials and workmanship for a period of one (1) year, or such longer period of time as may be called for in the Contract Documents for such portions of the work."
3. Guarantee Compliance:
   Except as otherwise specified, all work shall be guaranteed by the CONTRACTOR and through him each sub-contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of substantial completion of the Contract. In case of work performed by his sub-contractors, the CONTRACTOR shall secure warranties from said sub-contractors and deliver copies of the same to the OWNER upon completion of the work. If, within any guarantee period, repairs or changes are required in connection with guaranteed work which, in the OWNER'S opinion, are rendered necessary as the result of use of materials, equipment or workmanship which are inferior, defective or not in accordance with terms of the Contract: CONTRACTOR shall promptly upon receipt of OWNER'S written notice, and without expense of the OWNER;
   a. Place in satisfactory condition in every particular all such guaranteed work, correct all defects therein.
   b. Make good all damage to the building, site, equipment or building contents which in the OWNER'S opinion is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with terms of the Contract.
   c. Make good any work or material or the equipment and contents of building or site disturbed in fulfilling such guarantee.

   In any case where fulfilling the requirements of the Contract, or any guarantee embraced in or required thereby, the CONTRACTOR disturbs any work guaranteed under another's Contract, he shall restore such disturbed work to condition satisfactory to the OWNER and guarantee such restored work to the same extent as it was guaranteed under such other contract. If the CONTRACTOR, after notice, fails to proceed promptly to comply with terms of the

guarantee, the OWNER may have the defects corrected and the CONTRACTOR and his surety shall be liable for all expense incurred. All special guarantees applicable to definite parts of the work that may be stipulated in the specification or other Contract Documents shall be subject to the terms of this Specification Section during the first year of the life of such special guarantees. All guarantees and warranties shall be obtained in the OWNER'S name and evidence thereof shall be promptly delivered to the OWNER'S Representative for transfer to the OWNER.

CLOSE-OUT DOCUMENTS

In general documents for close out, to be submitted by the CONTRACTOR to the OWNER, prior to final payment, shall be; but not limited to the following:

1. APPLICATION FOR PAYMENT: AIA Document G-702
2. CERTIFICATE OF SUBSTANTIAL COMPLETION: AIA Document G-704
3. CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS:
   AIA Documents G-706 and G-706A: The Contractor shall furnish these AIA Documents complete with attached notarized full release of liens, damages, and a guarantee that all materials and labor are paid in accordance with Contract Documents with the following wording:
   "WE HEREBY CERTIFY THAT ALL BILLS FOR LABOR AND MATERIALS INCORPORATED INTO THE ABOVE CAPTIONED PROJECT UNDER OUR CONTRACT HAVE BEEN PAID AND THAT THE OWNER IS RELEASED FROM ANY AND ALL CLAIMS AND/OR DAMAGES UNDER THIS CONTRACT."
4. CONSENT OF SURETY COMPANY TO FINAL PAYMENT: AIA Document G-707
   To be completed in full by the Bonding Company.
5. CONTRACTOR'S NOTARIZED STATEMENT:
   Notarized statement that project has been constructed in accordance with Contract Documents.
6. CONTRACTOR'S NOTARIZED STATEMENT OF GUARANTEE/S:
   All work will be guaranteed by the Contractor for a period of one (1) year from the date of substantial completion. Wording will be as follows:
   "WE HEREBY GUARANTEE ALL WORK PERFORMED BY US ON ABOVE CAPTIONED PROJECT TO BE FREE FROM DEFECTIVE MATERIALS AND WORKMENSHIP FOR A PERIOD OF ONE (1) YEAR, OR SUCH LONGER PERIOD OF TIM AS MAY BE CALLED FOR IN THE CONTRACT DOCUMENTS FOR SUCH PORTIONS OF THE WORK."
   In the case of work performed by his sub-contractors, the Contractor shall secure warranties from said sub-contractors and deliver copies of same to the Owner upon completion of work.
7. OPERATING AND MAINTENANCE MANUALS:
   All manufacturer's operating instructions and maintenance manuals will be compiled in a tabbed and labeled 3-ring binder. (Furnish Owner with two (2) sets).
8. FORM W-9, PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (IRS):
   Form W-9 is to be completed by non-corporation contractors. Non-applicable if Contractors firm is Incorporated.
9. FINAL CLEANING:
   At close out time clean and re-clean entire work to normal level for "FIRST CLASS" maintenance/cleaning.

TECHNICAL SPECIFICATIONS

1. Applicable Specifications

The Technical Specifications entitled Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition shall be the specifications applicable to this project except as for herein specified. Any testing required by those specifications for material submittal approval shall be the responsibility of the Contractor. The testing laboratory used by the Contractor shall be a laboratory certified by the Mississippi Department of Transportation and shall be approved by the Engineer. Any reference to Unit Item for pay shall be modified and paid based on the Pay Items included in the proposal of the specifications.

2. References Amended to mean Engineer

Any reference in the above-mentioned specifications to Commission, Director, Chief Engineer, Testing Engineer, or Project Engineer shall be amended in these specifications to mean the Engineer, or his duly authorized representative, of the City of Hattiesburg.

DUCTILE IRON WATER SYSTEMS

1.0 GENERAL

This item shall consist of furnishing all of the necessary materials, supervision, labor, tools, equipment and incidentals, and the installation of various types and sizes of water pipe and related items in accordance with the Contract Drawings and Specifications, as stated in the Proposal.

2.0 APPLICABLE PUBLICATIONS

The following publications form a part of these Specifications and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

A 139 Electric-Fusion (Arc) welded steel pipe (sizes 4 inch and over).

A 252 Welded and Seamless steel pipe piles.

C 31 Making and Curing Concrete Compressive and Flexural Strength Test Specimens in the Field.

C 33 Concrete Aggregates

C 39 Test for Compressive Strength of Cylindrical Concrete Specimens.

D 2922 Density of Soil Aggregate in place by the clear Method (shallow depths).

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

21.10 Gray Iron and Ductile Iron Fittings, 3 inch through 48 inch for Water and other Liquids.

21.11 Rubber Gasket Joints for Cast Iron and Ductile Iron Pressure Pipe and Fittings.

21.50 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-line Molds, for Water or other Liquids.

AMERICAN WATER WORKS ASSOCIATION (AWWA)

C 104 Cement-Mortar Lining for Cast Iron Pipe and Fittings for Water and Other Liquids.

C 106 Cast Iron Pipe Centrifugally Cast in Metal Molds, for water and other Liquids.

C 110 Gray Iron and Ductile Iron Fittings, 3 inch through 48 inch, for Water and Other Liquids.

C 111 Rubber Gasket Joints for Cast Iron and Ductile Iron Pressure Pipe and Fittings.

C 150 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-Lined Molds, for Water or other Liquids.

AMERICAN ASSOCIATION OF STATE HIGHWAY & TRANSPORTATION OFFICIALS (AASHTO)

T-88 Particle Size Analysis of Soils.

T-89 Determining the Liquid Limit of Soils.

T-90 Determining the Plastic Limit and Plasticity Index of Soils.

T-99 Moisture Density Relations of Soils Using a 5.5 lb. Rammer and 12 inch Drop.

T-191 Density of Soil In-Place by the Sand-Cone Method.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Standard Specifications for Road and Bridge Construction, Latest Edition.

3.0 SUBMITTALS

The following submittals shall be required for the respective materials used in the work. All submittals shall be submitted through the Contractor to the Engineer.

3.1 Ductile Iron Pipe: The following submittals shall be required for ductile iron pipe systems utilized on the project. The Contractor shall furnish manufacturer's certificates certifying that the pipe and fittings conform to the requirements as Specified hereinafter under Article 4.0, Materials. In addition, the submittals shall include the following:

A. Joints: The following shall be required for ductile iron joints.

1. Drawings or Manufacturer's Catalogue data indicating dimensions and tolerance.

2. Gaskets shall be tested in accordance with the respective standards as indicated in ANSI 21.11 and results shall be included in the submittals. Test shall be for similar materials on the gaskets and be not more than one year old.

3. Mechanical Joints: Should the Contractor elect to use mechanical joints in lieu of push-on joints, manufacturer's data shall be submitted in accordance with the "Special Requirements for the Mechanical Joint" as stated in ANSI 21.11 (AWWA C 111).

B. Ductile Iron Pipe Submittal Shall Include the Results of:

1. Tension Test
2. Impact Test
3. Low Temperature Impact Test

Sampling procedure shall be as indicated in ANSI 21.51.

4.0 MATERIALS

WATER SYSTEM:

A. Ductile Iron Pipe: Ductile iron pipe shall be designed in accordance with the latest revision of ANSI/AWWA C 151/A21.51), rated working pressure of 350 psi plus a 100 psi surge allowance; a 2 to 1 safety factor on the sum of working pressure plus surge pressure in Type 3 Laying condition with a depth of cover as required per plans.

Pipe shall have standard asphaltic coating on the exterior. Pipe also shall have a cement mortar lining on the interior in accordance with the latest revision of ANSI/AWWA C104/A21.4. If corrosion protection is required, polyethylene encasement shall be installed prior to the pipes installation in accordance with ANSI/AWWA C105/A21.5-88.

All non-restrained pipe shall be furnished with push-on type joints such as "Fastite", or equal. Joints shall be in accordance with the latest revision of ANSI/AWWA C111/A21.11 and shall be furnished complete with all necessary accessories.

Where restrained joint pipe is required, "Fast Grip", "Flex-Ring", or "Field Flex-Ring" or approved equal shall be used. The length of restrained pipe shall be as tabulated or noted on the plans.

Ductile iron fittings shall conform to the latest revisions of either ANSI/AWWA C110/A21.10 or ANSI/AWWA C153/A21.53. Fittings, linings, and coatings shall be as specified for the pipe above.

All pipe, fittings and accessories shall be installed and tested in accordance with the latest revision of AWWA C600. Newly installed ductile iron water mains shall be disinfected in accordance with the latest revision of AWWA C651 prior to placing in service.

B. Gate Valves: Where indicated on the Plans or directed by the ENGINEER, the CONTRACTOR shall furnish and install gate valves as hereinafter specified.

All gate valves shall be cast iron mechanical joint, M.J., Mueller A-2380-20, equivalent or better.

All gate valves shall be furnished with O-ring packing and 2" square operating nut, AWWA 200lb., for cast iron water main.

Valve boxes shall be cast iron top and bottom. Extension pieces shall be provided as required.

All valves will be set at a perfect 90 degree angle from level pipe, (perpendicular) so as to be easily accessible through properly set valve box as per specifications above.

The CONTRACTOR shall furnish and install either a two-piece or three-piece, slip type, cast iron valve box over each gate valve. Valve boxes will be set over valve operating nut, centered so as to be easily accessible with a valve operating wrench or key. They will be set to correspond with the finished grade of street, lot, or easement. No dirt will be left in box; box will not rest directly on valve body.

C. Fittings, Valves and Hydrants, Etc.: All fittings, valves and valve boxes, hydrants, and other appurtenances are to be set at the points indicated on the plans, or as directed by the ENGINEER, and omission to do so shall be corrected by the CONTRACTOR without extra cost to the OWNER.

All fittings shall either be Ductile Iron Compact (ANSI/AWWA C153/A21.53) or Cast Iron (ANSI/AWWA-C110/A21-10) and shall have mechanical joint ends and mechanical joint restraints (Series 1120) and shall be incorporated in the design of the follower gland and shall include a restraining mechanism which, when actuated, imparts multiple wedging action against the pipe, increasing its resistance as the pressure increases. Flexibility of the joint shall be maintained after burial. Glands shall be manufactured of ductile iron conforming to ASTM A 536-80. Restraining devices shall be of ductile iron heat treated to a minimum hardness of 370 BHN. Dimensions of the gland shall be such that it can be used with the standardized mechanical joint bell and tee-head bolts conforming to ANSI/AWWA A21.11 and ANSI/AWWA C153/A21.53 of latest revision. Twist-off nuts shall be used to insure proper actuating of the restraining devices.

The mechanical joint restraint device shall have a working pressure of a least 250 psi with a minimum safety factor of 2:1 and shall be EBAA Iron., MEGALUG or equal.

To improve the sealing capacity, the gaskets for all mechanical joints conforming to the requirements of ANSI/AWWA C110/A/21.10, C111/A21.11, or C153/A21.53 shall be of a design that causes the gasket to deflect approximately 30% during assembly of the mechanical joint. The gasket material shall conform to the requirements of ANSI/AWWA C111/A21.11, Section 1-6.4 of the latest revision. Mechanical joint gaskets shall be EBAA Iron's EBAA Seal-Improved Mechanical Joint Gasket or approved equal.

Fittings (bends, tees, plus, and caps) shall be securely braced by mechanical joint restraints, as indicated on the Plans, to prevent the possibility of blowing off under pressure. And a full length of pipe shall be installed on each end of the fitting. Then cut pieces can be installed beyond the full lengths of pipe.

D. Plugs and Caps: Where indicated on the Plans, or as directed by the ENGINEER, the CONTRACTOR shall install plugs for anticipated future extensions by placing a branch fitting

(tee or cross) in the line and plugging the unused branch or branches. In general, such plugs will be located at street intersections where present plans provided lines running in only two or three directions from the intersections and where, in the opinion of the ENGINEER, a connection may be required for future extension. Where "dead end" lines are installed, the ends of such lines shall be plugged or capped as required.

For the various hot taps required according to the plans, and up to 12 inches, the JCM 432, stainless Tapping Sleeve, or approved equal, shall be required. The CONTRACTOR shall furnish all materials for these various taps.

E. Casing Pipe: Steel pipe utilized as casing at locations shown on the Contract Drawings shall be new round piling pipe conforming to the requirements of ASTM A 252 or A 139. Casing diameter shall be adequate to allow pushing of the specified diameter of water pipe and make proper connections at the ends. Minimum Wall Thickness for steel casing is 0.25 inch.

F. Stabilization Material: Stabilization Material shall be a pit run mixture of sand and gravel. The sand shall be hard, sharp and durable particles. All gravel shall pass a 1" sieve.

G. Wash Gravel Bedding Material: Select Granular material for pipe bedding shall be coarse concrete aggregate. The coarse concrete aggregate shall conform to the gradation sizing Number 467 specified in Table 2 of ASTM Standard Specification C-33. (See Following Table)

H. Meter: Water meter shall be Badger "Radio Read" and all fittings shall be Ford brand consistent with current City Standards.

I. Polyethylene Pipe: Shall be in accordance with AWWA C906, ASTM D3035, PE4710, C200 (DR11), with ductile iron outside diameter (DIOD)

J. Fittings for Polyethylene Pipe: Shall be in accordance with AWWA C906, AWWA D3035, molded and manufactured to comply with ASTM F714. AWWA C906, AWWA M55, ASTM D3261 for butt fusion fittings ANSI Class 150 or as necessary to provide minimum pressure rating.

K. Joints and Jointing Materials

a. Mechanical Joint: DIOD Mechanical joint adapter and gaskets for mechanical joints for joint connections between pipe and metal fittings, valves, and other accessories, AWWA C111/A21.11.

b. Butt Fusion: Jointing is to comply with ASTM D2657, Butt Fusion. No offset in alignment between adjacent pipe joints of fittings is permitted.

SIZE NO. 467

Nominal Size (Sieves w/Square Openings)	Percent Passing by Weight
2"	100
12"	95 - 100
3/4"	35 - 70
3/8"	10 - 30
No. 4	0 - 5

H. Select Backfill: General: The select material shall be composed of a natural or artificial mixture of sand, silt, clay or soil binder or other material of satisfactory cementing value. The sand shall be hard, sharp, and durable particles, preferably siliceous. The binder shall be a grade of clay or other material having satisfactory cementing qualities and shall be homogenous in character, free from vegetable matter, clay balls or other deleterious substances that cannot be classed as serviceable base material.

Gradation: Any coarse aggregate contained in the material shall pass the one and one-half (1-1/2), sieve and not more than thirty-five percent (35%) shall be retained in the Number 10 sieve. The plasticity index (P.I.) shall not exceed 12, nor shall the liquid limit exceed 30.

The composite selected sand-clay material passing the Number 10 sieve shall conform to the following minimum and maximum gradation limits:

Sieve	Percent Passing by Weight
Number 40	40 - 85
Number 60	30 - 70
Number 270	8 - 30
Silt (.05 to .005 mm)	3 - 15
Clay (Passing .005 mm)	3 - 15

I. Backfill: All other backfill shall consist of excavated material removed from the trench.

5.0 CONSTRUCTION:

Earthwork:

A. Site Preparation: Topsoil shall be stripped and stockpiled in accordance with Technical Specifications - Restoration of Roads, Driveways, Fences, Lawns, and other Grassed Areas and Excavation, Trenching and Backfilling.

All vegetation such as brush, heavy sod, heavy growth of grass, decayed vegetative matter, rubbish and any other unsuitable material within the area of trenching shall be stripped or otherwise removed before the trenching is started, and in no case shall such objectionable material be allowed in the trench.

Stripping operation shall be to a depth of not less than 6 inches in all cases.

B. Asphalt or Concrete Removal: Before trenching operations begin, the existing asphalt or concrete pavement shall be scored or cut to a proper depth to give a straight vertical edge when removed. The asphalt or concrete shall be disposed of offsite by the Contractor. While removing the asphalt or concrete in the trench line, never shall the adjacent asphalt be raised or pulled from its base.

C. Trenching: The Contractor shall determine all requirements for trench dimensions, alignment, and grades. The trench shall be excavated in conformance with all federal, state and local regulations for the protection of the workmen. Shoring, sheeting and/or a moveable form shall be used as required to provide earth stability during the laying operations.

The final excavation of the trench for the pipe installation shall be as indicated on the Plans. Minor variations in horizontal (within the permanent easement) or vertical alignment during construction shall be made during construction (with the Engineer's approval) to facilitate ease of installation and operation (due to potential conflicts; i.e., utility conflict) at no additional cost to the Owner except for additional piping, if any. The trench from the top of the pipe down to the bottom of the bedding shall be of a consistent width as indicated on the plans. Should the excavated width of the trench be larger than the design width, the Engineer may direct that a higher type or class of bedding be used; or other adjustments be made to increase the load carrying capacity of the pipe.

The Contractor shall not excavate more trench in advance of pipe laying than is necessary to perform the work efficiently. No more than 100 feet of open trench shall be allowed unless approved by the Engineer.

Excavated material shall be place in a manner that will not obstruct sidewalks, driveways, or other structures. Excavated material shall not be placed so as to surcharge the walls and jeopardize trench stability.

D. Disposal: The Contractor shall satisfactorily dispose of all excess earth from excavations either in approved (by the Engineer) areas within the construction limits or away from the project in disposal sites obtained by the Contractor.

The Contractor will be permitted to mound excess earth over the trench to a maximum depth of 12 inches above the original ground surface or finished grade where the trench is located in unimproved property. Wasting of excess excavated material will not be permitted within any road ROW. All material within the construction limits shall be placed so that natural drainage is maintained and the surface shall be graded to a smooth and uniform appearance. The disposal of waste and excess excavating materials, including hauling, handling, grading, and surfacing shall be subsidiary obligation of the contractor and no separate payment will be made. Therefore, the cost of such work shall be included in the Contract Unit Price for installation of water pipe.

E. Dewatering: The site shall be kept free of surface water at all times. The Contractor shall

install drainage ditches and dikes and shall perform all pumping and other work necessary to divert or remove rainfall and other accumulations of surface water from the excavations. The diversion and removal of surface water performed in a manner that will prevent the accumulation of water behind temporary structures or at any other locations within the construction area where it may be detrimental. The Contractor shall provide, install, and operate sufficient trenches, sumps, pumps, hoses, piping, well points, deep wells, etc., necessary to depress and maintain the ground water level at least one foot below the base of the excavation during all stages of construction operations. The ground water table shall be lowered in advance of excavation and maintained a minimum of one foot below the lowest excavation subgrade made until the structure has sufficient has sufficient strength and weight to withstand horizontal and vertical soil and water pressures.

Where groundwater is encountered, the Contractor shall make the effort necessary to secure a dry trench bottom before laying pipe. In sandy and in other suitable type soils, dewatering shall be done by well pointing. If, in the opinion of the Engineer, the Contractor has failed to obtain an absolutely dry trench bottom by insufficient use of all known methods of trench dewatering, the Engineer may order the Contractor to excavate below grade and place not less than 6 inches of graded crushed stone fill material over the trench bottom to form trench drains to suitably located sumps and to remove the water by bailing or pumping. The graded crushed stone fill material shall be placed at the Contractor's own expense and shall be of such depth that there shall be not water in bell holes at the time of coupling pipe. All costs of equipment, labor, and materials required for dewatering shall be included in the bid price.

F. Bedding: The Contractor shall satisfactorily shape the trench area (to specified line, grade and cross section) to receive bedding material. The bottom of the trench shall be undisturbed soil. Should the Contractor over excavate the trench without direction from the Engineer, the trench shall be brought up to grade with select backfill and compacted to at least 90% of maximum laboratory density as measured by AASHTO T 99. Such additional work and materials for over excavation without direction of the Engineer shall be at the expense of the Contractor.

Holes for the bells shall be provided at each joint in the sub-grade or in the granular fill bedding material as required. The holes shall be no larger than necessary for joint assembly and assurance that the pipe barrel will lie flat on the material. The Contractor shall install the proper bedding for the respective type of pipe and depth of installation as shown in the details and schedules on the plans. When depths vary in a particular manhole run, the Contractor shall change bedding systems in accordance with the depth installation requirements.

1. Stabilization Materials: When the sub-grade is found to be unstable or to include ashes, refuse, organic material, or other unsuitable material, the Engineer may direct that the sub-grade be over excavated to remove such material. The depths of over excavation shall be as directed by the Engineer. Stabilization material shall be placed into the over excavated area of the trench and shall be paid for in accordance with these specifications. Stabilization shall be compacted to at least 90% of maximum laboratory density in six inch lifts.

2. Bedding Materials: As detailed in the plans, bedding material shall be placed to the specified depth below the pipe and tamped to a minimum of 90% of maximum laboratory density

as determined in accordance with AASHTO T 99. Following placement of pipe, additional bedding material shall be placed and consolidated under the haunches of the pipe. Special tools shall be required to work the material into place and leave no voids beneath the pipe. The bedding material shall be tamped along the spring line (or along the top of the bedding material as indicated) of the pipe to sufficiently compact the material insofar as practical.

The Engineer may direct additional moisture be added to the bedding material to aid in the compaction effort. Mechanical tampers may be employed to aid the process. Depending on the particular bedding required, additional bedding shall be added and tamped to minimum of 90% of maximum laboratory density, with AASHTO T-99.

3. Select Backfill: Select backfill shall be placed in 6 inch lifts and tamped to a minimum laboratory density with AASHTO T-99. Overall depth of the select backfill shall be as directed by the Engineer.

4. Normal Condition Bedding: Under normal conditions the trench bottom shall be undisturbed earth shaped to the specified line, grad, and cross section with proper bell holes at each joint to insure the pipe barrel lies flat on trench bottom. The bedding material will be selected native materials excavated from the trench and placed in two lifts. The first lift being placed up to the spring line of the pipe and extending out to the trench walls and hand tamped to a minimum of 90% of maximum laboratory density. Special care shall be used in placing and tamping bedding to insure no voids under the haunches of the pipe. The second lift shall extend to approximately 6" above pipe (Material permitting) and hand tamped to 90% density.

5. Backfilling: Upon completion of placement of select material the excavated materials shall be immediately placed back into the trench. Specific requirements are:

a. Backfill requirements for road crossings, parking lots, driveways, and sidewalks shall be in accordance with Technical Specifications - RESTORATION OF ROADS, DRIVEWAYS, FENCES, LAWNS AND OTHER GRASSED AREAS AND EXCAVATION, TRENCHING AND BACKFILLING.

b. Backfill requirements for unimproved areas (pastures, wooded areas) shall consist of placement and shaping of the soil in such a manner as to allow maximum natural consolidation. No compaction of the general backfill in the unimproved areas will be required, except that caused by conventional shaping equipment.

c. No debris shall be used as backfill which has a volume in excess of one-half of one cubic foot or a weight excess of 75 pounds.

6. Sheeting Removal: Wooden sheeting or other thick sheeting or shoring members which have been driven or otherwise placed along the trench walls to an elevation below the spring line of the pipe shall be cut off at the spring line or higher and left in place.

7. Grading and Grassing: Final grading and grassing shall be in accordance with Technical Specifications - RESTORATION OR ROADS, DRIVEWAYS, FENCES, LAWNS, AND

OTHER GRASSED AREAS AND EXCAVATION, TRENCHING AND BACKFILLING.

F. PIPE HANDLING AND STORAGE: Pipe shall be handled, staked, and stored in accordance with manufacturer's printed literature. The Contractor shall provide security as required to prevent damage by vandals. PVC pipe shall be shaded from sunlight for extended lengths of time. Pipe damaged during storage and handling shall be rejected.

G. PIPE LAYING: Each pipe shall be laid true to line and grade and in such manner as to form a close concentric joint with the adjoining pipe and to prevent sudden offsets of the flow line. As the work progresses, the interior of the water shall be cleared of all dirt and superfluous materials of every description. Where cleaning after laying is difficult because of small pipe size, a suitable swab or drag shall be kept in the pipe and pulled forward past each joint immediately after the jointing has been completed. Trenches shall be kept free of water and pipe shall not be laid when the condition of the trench or the weather is unsuitable for such work. At times when work is not in progress, open ends of pipe and fittings shall be securely and satisfactorily closed so that no trench water earth, or other substance will enter the pipe or fittings. The minimum depth of water mains shall be 30 inches below finished grade to the top of the water main.

Pipe laying shall be performed in such a manner that no foreign material enters the pipe. The Engineer may require that before lowering pipe, heavy canvas bags be placed over each end, and left in place until joints are ready to be made. If water is in the trench, the seals shall remain in place until the trench is pumped completely dry. If conditions are unsuitable, no pipe shall be laid until satisfactory laying conditions are obtained in accordance with the above specified requirements.

H. PIPE JOINTING: Piping shall be jointed in accordance with the manufacturer's printed recommendations. Gaskets shall be firmly set within the bells and grooves as required. The manufacturer's recommended lubricant or an approved equal shall be applied for slip type joints.

Ductile Iron Pipe Joint Construction: The installation and jointing of ductile iron pipe shall generally conform to the applicable provisions of AWWA Standard Specifications C-600 for pipe laying.

Where mechanical joint pipe is used, the surfaces which come in contact with the gasket shall be thoroughly brushed with a wire brush just prior to assembly. The gasket should be brushed with soapy water prior to installation to remove loose dirt and to lubricate gasket as it is forced into its retaining space. When tightening bolts, it is essential that the gland be brought up toward the pipe flange evenly. The bolts should be partially tightened; the bottom bolt first, then the top; next the bolts on either side; and last, the remaining bolts. Overstressing of bolts to compensate for poor installation will not be permitted. Bolt torque shall be in accordance with manufacturer's specifications.

All joints of whatever type shall be completely water tight after being subjected to the required tests.

I. BORINGS: Borings shall be accomplished in accordance with Mississippi Department of Transportation Standards. The contractor shall provide all necessary sheeting, bracing, cribbing, supports and appurtenances to insure the proper line and grade throughout the entire length of the crossing.

1. Casing Pipe: Casing Pipe shall be installed as indicated on the Contract Drawings. Joints shall be completely welded to provide structural integrity and shall be watertight.

2. Carrier Pipe: Carrier pipe may be any of the allowed options of piping. However, the piping and joints shall be capable of withstanding the stress exerted by pushing the pipe within the casing.

3. Carrier Pipe Supports: Supports for the carrier pipe shall be as recommended by the manufacturer for such installation. Supports shall be spaced to adequately support the piping under all conditions.

4. Casing Seal: The annulus between the casing and carrier pipe shall be sealed at each end by installing WMSON Type U end seals, as manufactured by T.D. Williamson, Inc. Tulsa, Oklahoma, or equal, in accordance with the instructions of the manufacturer of the seals.

J. Separation of Water and Sewer Mains:

1. Water mains shall be laid at least 10 feet horizontally and 18 inches vertically from any sanitary sewer or manhole. The bottom of the water line shall be a minimum of 18 inches from the top of the sewer line.

K. INCIDENTAL CONCRETE:

1. GENERAL: The following specifications shall apply to any and all items of incidental work with Portland Cement with or without reinforcement, including such items as concrete piers to support cast iron pipe above ground, erosion control bulkheads or structures, cradles and encasement, blocking and the like.

All concrete used in the construction of this project shall comply with the requirements herein specified for its particular class and kind.

2. MATERIALS: All materials used in this work shall consist of (a) Portland Cement, (b) Sand, (c) Gravel, and (d) Clean Water.

(a) The cement used shall be domestic manufacture, either "Standard" of "high Early Strength" Portland Cement, which shall meet all the requirements of the current A.S.T.M. Specifications for the type used at the time it is incorporated in the work.

(b)The fine aggregate shall consist of clean, sharp sand, well graded from coarse to fine, consisting of hard, durable particles, free from coarse to fine, consisting of hard, durable particles, free from silt, salt or organic matter. It shall meet all the requirements of the ASTM

Specifications C33, Paragraph 1, 2 and 3, and ASTM C-40.

(c) The coarse aggregate used shall consist of clean washed gravel, free from particles of wood or lumps of clay. Not more than 10% shall pass the No. 4 sieve, and it shall conform with the requirements of ASTM Specifications C33, Paragraph 5 to 8 inclusive.

(d)The water used for mixing concrete shall be clear, free from oil, salt, strong acid, alkali organic matter, and shall be approved by the Engineer.

(e) Reinforcing steel shall conform to the requirements of the "Standard Specifications for Billet-Steel Concrete Reinforcing Bars" of intermediate grade (Serial Designation: A 15-39) or the Standard Specifications for Rail-Steel Concrete Reinforcement Bars (Serial Designation; A-16-35) of the American Society for Testing Materials.

3. CONSTRUCTION METHODS:

All concrete materials shall be as handled and stored that they will not become damaged after delivery at the site. The cement shall be thoroughly protected from the weather, and the sand and gravel, shall be so stored that they will not become intermixed, and so as to prevent the admixture with either of any foreign materials. Reinforcing steel shall be so stored that it will not come in contact with the ground, shall be protected from the weather, and shall be clean and free from rust when incorporated in the work.

Concrete materials shall be mixed in the proportions and in a manner that will produce concrete of the class and strength specified to its use.

Unless indicated otherwise, all concrete shall be Class A which shall have a crushing strength of not less than 3,000 pounds per square inch at 28 days, as determined by the Standard Methods for testing concrete materials.

Class B concrete, which shall have a crushing strength of not less than 2,500 pounds per square inch at 28 days, and shall be used for erosion control bulkheads and blocking pipelines at bends to prevent blowing off under pressure.

Class C concrete, which shall have a crushing strength of not less than 2,000 pounds per square inch at 28 days, shall be used for cradles and encasement and may be used for backfill below grade.

After concrete has been properly mixed, it shall be deposited in the forms in reasonably uniform layers and in such manner as to prevent segregation of the aggregates. It shall be thoroughly spaded or puddled while being placed to insure maximum density and prevent honey-combing.

No concrete shall be deposited when the air temperature is less than 40 degrees F. No material shall be deposited on a frozen sub-grade, nor shall any frozen moisture or material be incorporated into the mixture.

No concrete shall be placed in water, nor shall water be permitted to rise on it or to run over it within a period of 24 hours after it has been placed.

Unsatisfactory concrete, resulting from failure to observe the above requirements or otherwise, shall be removed and replaced as directed by the Engineer.

4. COMPENSATION:

Payment for all concrete, except as may be elsewhere herein provided, shall be included in the prices bid for the construction units with which it is placed and no separate or extra compensation will be allowed directly therefore.

6.0 TESTING

DUCTILE IRON PIPE:

A. Field Inspection: The Engineer shall perform visual inspection of the material prior to placement by the Contractor. The Engineer may make non-destructive tests to determine the soundness of the pipe. The Contractor shall assist the Engineer in handling and moving the pipe as required.

B. Material Test: Material test shall be conducted during the manufacturing process and the results shall be included as part of the submittals. No other material test shall be required.

STEEL CASING PIPE: Material test shall be included as part of the submittal. No other material test shall be required.

COMPACTION TESTS: Compaction tests shall be performed in accordance with AASHTO T191 and ASTM D 2922. Maximum compaction shall be determined in accordance with AASHTO T99.

CONTRACTOR shall establish a compaction method or pattern which results in the proper density for the material utilized in the backfill operation. CONTRACTOR shall verify the compaction method by testing each lift for density in the first run of pipe to be laid. Upon satisfactory performance and approval of the ENGINEER the established compaction method shall be used for compaction of each lift of similar material.

The CONTRACTOR shall provide additional density testing to verify the compaction effort; twice in random locations as selected by the ENGINEER every 1,500 linear feet of pipe, if there is a change in material, or if in the sole opinion of the ENGINEER the compaction effort is not yielding the proper results.

	(Number of Compaction Tests)	
AASHTO T-99 Select Backfill Material OR Stabilization Material	AASHTO T-191 1	or ASTM D 2922 One per 100 CY
Bedding Material	2	One per 600 LF
Tamped Backfill	2	One per 600 LF

HYDROSTATIC TESTING:

The completed system shall be tested as herein stated. The pipe shall be filled with water and all air exhausted. Each section shall be tested under a hydrostatic pressure of 150 pounds per square inch and shall not show leakage exceeding 10 gallons per inch of diameter per mile of pipe per 24 hours when so tested. Whatever shall be measured into a container and refilled to the pre-test level. The pressure shall be maintained for 4 hours by pumping as necessary, and if the pipe has been backfilled, a 24-hour test is required.

All visible leaks at exposed joints and all leaks evident on the surface where joints are covered shall be repaired, and leakage eliminated, regardless of total leakage shown by the tests. Lines which fail to meet tests shall be removed, if necessary, or repaired and retested until compliance with these test requirements is affected.

These tests are to be made at the Contractor's expense, and he is to provide all necessary fittings, equipment, appliances, and any other necessary items to conduct the tests in a manner satisfactory to the Engineer. All costs incidental to conducting these tests are to be included in the prices bid for the various items of construction as no separate or extra compensation is to be allowed therefore.

CLEANING AND DISINFECTION:

Before each section of work is placed in service, it shall be thoroughly flushed to remove any dirt or other foreign material from inside the lines; and the inside of the lines shall be disinfected by pumping into and though them as solution of chlorine of 50mg/l for 24 hours in such manner as to meet the requirements of the State Board of Health.

At least two (2) samples of chlorine free water, taken from each section shall be submitted to the State Board of Health for examination to determine if the system is free from organisms of the

Coli-Aerogenes group. If such samples are not negative from organisms of the Coli-Aerogenes group, the system shall be disinfected and re-disinfected in a manner meeting the requirements of the State Board of Health, until the system is freed of contamination.

All water mains will be flushed, chlorinated and re-chlorinated until two (2) consecutive negative water samples are obtained by the Local Health Department or a representative of the water systems certified as an operator by the Mississippi Department of Health.

The CONTRACTOR shall be responsible for the conduct of all of the above defined activities, and any and all costs incident thereto shall be included in the prices bid for the various items of construction as no separate or extra compensation is to be allowed therefore.

EXISTING DRINKING WATER FACILITIES

The Contractor is required to keep existing drinking water facilities in operation during construction. Should the Contractor require that existing facilities be taken out of operation, a plan to provide for alternative service shall be reviewed and approved in advance by the Health Department and shall be adhered to during construction.

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Lamar Rutland**

cc:

Date: **Tuesday, February 22, 2022**

Re: **Acknowledge receipt of closing documents for the Campbell Loop Bridge Repair project; Approve Supplemental Agreement No. 1 with Holliday Construction to record project underrun and liquidated damages, reducing the contract amount by $27,842.39 to a final amount of $535,699.31 and authorize the Mayor to execute in triplicate; Authorize payment of final pay application.**
File Number: 2022-113
Minute Book #

Summary
Acknowledge receipt of closing documents for the Campbell Loop Bridge Repair project; Approve Supplemental Agreement No. 1 with Holliday Construction to record project underrun and liquidated damages, reducing the contract amount by $27,842.39 to a final amount of $535,699.31 and authorize the Mayor to execute in triplicate; Authorize payment of final pay application.

Recommendation Statement
I recommend approval of this item.

Please place this on the February 22, 2022 City Council meeting for consideration.

sdw
Engineering Progress

January 31, 2022

City of Hattiesburg
PO Box 1898
Hattiesburg MS 39403-1898

Attn: Lamar Rutland, P.E.

RE: **Campbell Loop Bridge Replacement**
City of 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 Pay Estimate No. 5 for the contractor in the amount of $176,870.18
2. The final Pay Estimate No. 6 for the contractor in the amount of $27,854.67
3. Three (3) copies of Supplemental Agreement No. 1 that needs the mayor's signature. Please have executed and return two (2) copies to our office for further processing.
4. Contractor's Affidavit of Release of Liens
5. Contractor's Affidavit of Payment of Debts
6. Certificate of Substantial Completion
7. Consent of Surety to final Payment

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

Sincerely,

John T. Weeks, P.E.
Project Engineer

/md

Enclosures

RECEIVED
1/31/22

AIA® Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*
Campbell Loop Bridge Replacemen
Hattiesburg, MS

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR: Campbell Loop Bridge Repalcement

CONTRACT DATED: January 2021

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☒
SURETY ☐
OTHER ☐

TO OWNER: *(Name and address)*
City of Hattiesburg
212 W Front St
Hattiesburg, MS 39470

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)*
Holliday Construciton, LLC
534 HWY 26 E
Poplarville, MS 39470
BY:

(Signature of authorized representative)

Scott Holliday OWNER
(Printed name and title)

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 101540 RUTHIE DELVENA KELLER Commission Expires Aug. 22, 2025 PEARL RIVER COUNTY

Subscribed and sworn to before me on this date: 1-31-22

Notary Public: Ruthie Delvena Keller

My Commission Expires: Aug. 22, 2025

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AIA® Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*
Campbell Loop Bridge Replacemen
Hattiesburg, MS

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR: Campbell Loop Bridge Replacement

CONTRACT DATED: January 2021

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☑
SURETY ☐
OTHER ☐

TO OWNER: *(Name and address)*
Shows, Dearman & Waits, INC
301 Second Ave
Hattiesburg, MS 39470

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:
N/A

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707™, *Consent of Surety*, may be used for this purpose.
   Indicate Attachment ☐ Yes ☐ No

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

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

CONTRACTOR: *(Name and address)*
Holliday Construction, LLC
534 HWY 26 E
Poplarville, MS 39470

BY:

(Signature of authorized representative)

Scott Holliday OWNER
(Printed name and title)

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 101540 RUTHIE DELVENA KELLER Commission Expires Aug. 22, 2025 PEARL RIVER COUNTY

Subscribed and sworn to before me on this date: 1-31-22

Notary Public: Ruthie Delvena Keller
My Commission Expires: Aug. 22, 2025

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AIA® Document G734™ – 2019

Certificate of Substantial Completion, Construction Manager as Adviser Edition

PROJECT: *(name and address)*:	**CONTRACT INFORMATION:**	**CERTIFICATE INFORMATION:**
Campbell Loop Bridge Replaceme	Contract For:	Certificate Number: 13111-MC
Hattiesburg, MS	Date:	Date: 11/05/2021
OWNER: *(name and address)*:	~~**ARCHITECT:**~~ Engineer *(name and address)*:	**CONSTRUCTION MANAGER:** *(name and address)*:
City of Hattiesburg	Shows, Dearman & Waites, INC	Scott Holliday
212 W Front St	301 Second Ave	534 HWY 26 E
Hattiesburg, MS 39401	Hattiesburg, MS 39401	Poplarville, MS 39470

CONTRACTOR(S):
(Enter names and addresses for all Contractors)
Holliday Construction, LLC
534 HWY 26 E
Poplarville, MS 39470

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

For all Contractors, the date of Substantial Completion of the Project, or portion thereof, is:
(Insert the date of Substantial Completion for all Contractors of the Work described above.)
November 05, 2021

Holliday Construciton		Scott Holliday OWNER	11/05/2021
CONSTRUCTION MANAGER *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE**
Shows, Dearman & Waites		Alex Kickland E.I.	11/05/2021
~~**ARCHITECT**~~ Engineer *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE**

WARRANTIES
The date of Substantial Completion of the Project, or portion designated above, is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:
(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)
one year from date noted.

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WORK TO BE COMPLETED OR CORRECTED

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

(Attach a list of items to be completed or corrected by each of the Contractors and provide an identification of each list.)

All work has been completed

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

As of the date of Substantial Completion, the Owner shall be responsible for security, maintenance, heat, utilities, damage to the Work, and insurance, except as noted below:

(Identify any responsibilities that are assigned to the Contractors.)

N/A

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

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

Holliday Construction		Scott Holliday OWNER	1-31-22
CONTRACTOR *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE**
City of Hattiesburg			
OWNER *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE**

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AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

Bond # 1000852417

PROJECT: *(Name and address)* Campbell Loop Bridge Replacement Hattiesburg, MS	**ARCHITECT'S PROJECT NUMBER:**	OWNER: ☐
	CONTRACT FOR: Construction	ARCHITECT: ☐
TO OWNER: *(Name and address)* City of Hattiesburg P.O. Box 1898 Hattiesburg, MS 39401	**CONTRACT DATED:** 2/8/2021	CONTRACTOR: ☐ SURETY: ☐ OTHER: ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)
U.S. Specialty Insurance Company
13403 Northwest Freeway
Houston, TX 77040-6094
, SURETY,

on bond of
(Insert name and address of Contractor)
Holliday Construction, LLC
534 Hwy 26 E
Poplarville, MS 39470
, 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: January 31st, 2022
(Insert in writing the month followed by the numeric date and year.)

U.S. Specialty Insurance Company
(Surety)

Kimberly B. Barhum
(Signature of authorized representative)

Kimberly B. Barhum, Attorney-in-Fact
(Printed name and title)

Attest:
(Seal):

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TOKIO MARINE HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

David R. Fortenberry, R. Teb Jones, Kimberly B. Barhum, Mary Jones Norval

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, 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 to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** ******Unlimited****** Dollars (***unlimited***). This Power of Attorney shall expire without further action on January 31st, 2024. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary 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:

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 or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, 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 binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and 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 signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of September, 2021.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles

By: _____
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 23rd day of September, 2021, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

D. LITTLEFIELD
Notary Public - California
Los Angeles County
Commission # 2320307
My Comm. Expires Jan 31, 2024

Signature _____ (seal)

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty 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; 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 Los Angeles, California this 31st day of January, 2022.

Corporate Seals
Bond No. 1000852417

Agency No. 17035

_____
Kio Lo, Assistant Secretary

HCCSMANPOA09/2021

visit tmhcc.com/surety for more information

Bond # 1000852417

CAMPBELL LOOP BRIDGE REPLACEMENT
CITY OF HATTIESBURG

SUPPLEMENTAL AGREEMENT NO. 1

CITY OF HATTIESBURG

WHEREAS, We, Holliday Construction, LLC, Contractor and U.S. Specialty Insurance Company, Surety entered into a contract with the City of Hattiesburg on the 8th Day of February, 2021 for Campbell Loop Bridge Replacement.

WHEREAS: It is proposed that the following amount of time be added:

TOTAL: 88 Calendar Days

Original Contract Time = 140 Calendar Days
Revised per Supplemental Agreement #1 = 88 Calendar Days
Revised Contract Amount = 228 Calendar Days

WHEREAS: It is proposed that the attached overrun/underrun of quantities quantify the adjustments necessary for completion of the project.

Original Contract Amount = $563,541.70
Underrun = $(6,842.39)
Liquidated Damages = $(21,000.00)
Final Contract Amount = $535,699.31

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, Holliday Construction, LLC, Contractor and U.S. Specialty 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 31st day of January, 2022

Holliday Construction, LLC

By: _____
Contractor

Witness: _____

U.S. Specialty Insurance Company

By: Kimberly B. Barhum
Surety
Kimberly B. Barhum, Attorney-In-Fact

Witness: _____

City of Hattiesburg

By: _____
Owner

Witness: _____

TOKIO MARINE HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

David R. Fortenberry, R. Teb Jones, Kimberly B. Barhum, Mary Jones Norval

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, 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 to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** ******Unlimited****** Dollars (***unlimited***). This Power of Attorney shall expire without further action on January 31st, 2024. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary 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:

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 or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, 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 binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and 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 signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of September, 2021.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles

By: _____
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 23rd day of September, 2021, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

D. LITTLEFIELD
Notary Public - California
Los Angeles County
Commission # 2320307
My Comm. Expires Jan 31, 2024

Signature _____ (seal)

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty 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; 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 Los Angeles, California this 31st day of January, 2022.

Corporate Seals
Bond No. 1000852417

Agency No. 17035

_____
Kio Lo, Assistant Secretary

HCCSMANPOA09/2021

visit tmhcc.com/surety for more information

OVERRUNS UNDERRUNS
PROJECT: Campbell Loop Bridge Replacement - 12211
CONTRACTOR: Holliday Construction, LLC

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
202-A	Removal of Existing Bridge (Incl. but not limited to: Deck, Abutment, Piles, Caps, Wings, Guardrail, Grouted Riprap, and other items as necessary and/or directed)	LS	1	1			$47,912.00		
202-B	Removal of Asphalt, All Depths	Sq. Yd.	395	395			$10.50		
202-B	Removal of Concrete Curb	Lin. Ft.	20	20			$9.25		
203-A	Unclassified Excavation, LVM, AH	Cu. Yd.	1020	1020			$9.50		
203-D	Muck Excavation, LVM, AH	Cu. Yd.	20	20			$18.40		
203-E	Borrow Excavation, LVM, AH (Class B9)	Cu. Yd.	655	885	230		$30.50	$ 7,015.00	
203-G	Excess Excavation, LVM, AH	Cu. Yd.	150	75		75	$9.50		$ 712.50
304-A	Granular Material, LVM, Class 9, Group "B"	Cu. Yd.	191	190.918		0	$51.00		$ 4.18
304-G	Crushed Aggregate (Size 610)	Ton	177	131.6		45	$80.00		$ 3,632.00
403-A	Hot Mix Asphalt, ST, 9.5mm Mixture	Ton	36	75.44	39		$203.00	$ 8,006.32	
403-A	Hot Mix Asphalt, ST, 19mm Mixture	Ton	110	45.29		65	$203.00		$ 13,136.13
601-A	Class "B" Structural Concrete	Cu. Yd.	230	230			$726.00		
602-A	Reinforcing Steel	Lb.	38152	38152			$1.80		
603-CE	36" x 23" Reinforced Concrete Arch Pipe, Class III, Rubber Gaskets	Lin. Ft.	40	40			$106.00		
603-SB	36" x 23" Branch Connection to Box Wingwall	Each	1	1			$1,126.00		
608-A	Concrete Sidewalk, Without Reinforcement	Sq. Yd.	115	105		10	$84.00		$ 840.00

OVERRUNS UNDERRUNS
PROJECT: Campbell Loop Bridge Replacement - 12211
CONTRACTOR: Holliday Construction, LLC

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
608-C	Detectable Warnign Panels	Sq. Ft.	16	0		16	$31.00		$ 496.00
618-A	Maintenance of Traffic	LS	1	1			$3,000.00		
620-A	Mobilization	LS	1	1			$20,325.00		
699-A	Construction Staking	LS	1	1			$5,025.00		
225-A	Grassing (Incl. Temporary Grassing, Watering, Fertilizer, Top Soil, Etc.)	Acre	0.05	0.05			$1,885.00		
215-A	Vegetative Materials for Mulch	Ton	0.1	0.1			$440.00		
234-A	Temporary Silt Fence	Lin. Ft.	966	0		966	$3.15		$ 3,042.90
237-A	Wattles, 20"	Lin. Ft.	288	288			$5.65		
815-A	Loose RipRap (Size 200)	Ton	47	47			$98.75		
815-B	Grouted RipRap	Sq. Yd.	996	996			$77.50		
815-E	Geotextile Under Riprap	Sq. Yd.	1,287	1,287			$2.50		
W-1	12" Insert-A-Valve	Each	1	1			$16,910.00		
W-2	12" Gate Valve	Each	1	1			$2,345.00		
W-3	12" Ductile Iron Water Pipe (Open Cut)	Lin. Ft.	120	120			$271.50		
W-4	16" Steel Casing (Open Cut)	Lin. Ft.	40	40			$127.00		
								$ 15,021.32	$ 21,863.71

PROJECT INCREASE	$ (6,842.39)

Original Contract Amount	$ 563,541.70
Underrun	$ (6,842.39)
Liquidated Damages	$ (21,000.00)
Final Contract Amount	$ 535,699.31

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702 (Similar)

TO OWNER: City of Hattiesburg, MS

PROJECT: Campbell Loop Bridge Replacement
Hattiesburg, MS

APPLICATION NO.: Six- Final
PERIOD TO: 31-Jan-22
PROJECT NO: 219-076.013

FROM CONTRACTOR: Holliday Construction, LLC
534 Hwy 26 East
Poplarville, MS 39470

VIA ENGINEER: Shows, Dearman & Waits, Inc.
301 Second Ave.
Hattiesburg, MS 39401

CONTRACT DATE:

Point of Contact: Scott Holliday
Telephone No.: 6017954389

MODIFICATION SUMMARY

MODIFICATIONS APRV'D BY CONTRACTOR THROUGH LAST APPLICATION

		ADDITIONS	DEDUCTIONS
TOTAL			
MODIFICATIONS SINCE LAST APPLICATION			
Modification Number	Date Approved		
SA #1	31-Jan	-	-27842.39
TOTAL		-	-27842.39
NET CHANGES BY MODIFICATIONS			-27842.39

CERTIFICATE FOR PAYMENT

The undersigned Subcontractor certifies that to the best of Subcontractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Subcontract Documents, that all amounts have been paid by Subcontractor for Work for which previous Certificates for Payment were issued and payments received from Contractor, and that current payment shown herein is now due.

CONTRACTOR:

By: Scott Holliday Date: 1-31-2022

SUBCONTRACTORS'S APPLICATION FOR PAYMENT

Application is made to Contractor for Payment, as shown below, in connection with the Subcontract. The Attachment A Continuation Sheet - Payment is attached. Issuance, payment and acceptance of payment are without prejudice to any rights of Contractor under the Subcontract.

1. ORIGINAL SUBCONTRACT AMOUNT	$	563,541.70
2. Net Change by Change Orders	$	(27,842.39)
3. CONTRACT SUM TO DATE	$	535,699.31
4. TOTAL COMPLETE & STORED TO DATE	$	535,699.31
5. TOTAL RETAINAGE @ 0%	$	-
6. TOTAL EARNED LESS RETAINAGE	$	535,699.31
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		$507,844.64
8. CURRENT PAYMENT DUE	$	27,854.67

RECEIVING REPORT

Items invoiced for have been received:

Scott Holliday — 1/31/22

Construction Engineer — Date

Project No. — WBS:

This invoice is consistent with the terms, conditions and pricing schedule and is approved for payment.

Construction Manager — Date

Approved For Payment:

Contract Manager — Date

ATTACHMENT A (CONTINUATION SHEET) AIA DOCUMENT G703 (Similar)

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.

Campbell Loop Bridge Replacement
Holliday Construction, LLC
534 Hwy 26 East
Poplarville, MS 39470

Application No.: **Six-Final**
Application Date: 31-Jan-22
Period to: 31-Jan-22
Project No: **219-076.013**

A	B					C	D	E	E	F	G	H
Item Number	Item	Bid Qty	Unit	App. #6 Qty	U.P.	Schedule Value	Work Completed From Prev.Application (D+E)	Work Completed This Period	Materials Presently Stored (not In D or E)	Total Completed & Stored To Date (D+E+F)	% (G+C)	Balance To Finish (C-G)
202-A	Removal of Existing Bridge	1	LS	0	$ 47,912.00	$ 47,912.00	$ 47,912.00			$ 47,912.00	100%	0.00
202-B	Removal of Asphalt Paving (All Depths)	395	SY	0	$ 10.50	$ 4,147.50	$ 4,147.50			$ 4,147.50	100%	0.00
202-B	Removal of Curb (All Types)	20	LF	0	$ 9.25	$ 185.00	$ 185.00			$ 185.00	100%	0.00
203-A	Unclassified Excavation, LVM, AH	1020	CY	0	$ 9.50	$ 9,690.00	$ 9,690.00			$ 9,690.00	100%	0.00
203-D	Muck Excavation, LVM, AH	20	CY	0	$ 18.40	$ 368.00	$ 368.00			$ 368.00	100%	0.00
203-E	Borrow Excavation, LVM, AH, Class B9	655	CY	0	$ 30.50	$ 19,977.50	$ 26,992.50			$ 26,992.50	135%	(7,015.00)
203-G	Excess Excavation, LVM, AH	150	CY	0	$ 9.50	$ 1,425.00	$ 712.50			$ 712.50	50%	712.50
304-A	Granular Material, LVM, Class 9, Group B	191	CY	0	$ 51.00	$ 9,741.00	$ 9,736.82			$ 9,736.82	100%	4.18
304-G	#610 Crushed Limestone	177	Ton	0	$ 80.00	$ 14,160.00	$ 10,528.00			$ 10,528.00	74%	3,632.00
403-A	Hot Mix Asphalt, ST, 9.5-mm	36	Ton	0	$ 203.00	$ 7,308.00	$ 15,314.32			$ 15,314.32	210%	(8,006.32)
403-A	Hot Mix Asphalt, ST, 19-mm	110	Ton	0	$ 203.00	$ 22,330.00	$ 9,193.87			$ 9,193.87	41%	13,136.13
601-A	Class "B" Structural Concrete	230	CY	0	$ 726.00	$ 166,980.00	$ 166,980.00			$ 166,980.00	100.0%	0.00
602-A	Reinforcing Steel	38,152	LBS	0	$ 1.80	$ 68,673.60	$ 68,673.60			$ 68,673.60	100.0%	0.00
603-CE	36" x 23" RCAP, Class III	40	LF	0	$ 106.00	$ 4,240.00	$ 4,240.00			$ 4,240.00	100%	0.00
603-SB	36" x 23" Branch Connection to Wing Wall	1	EA	0	$ 1,126.00	$ 1,126.00	$ 1,126.00			$ 1,126.00	100%	0.00
608-A	Concrete Sidewalk, W/O Reinforcing	115	SY	0	$ 84.00	$ 9,660.00	$ 8,820.00			$ 8,820.00	91%	840.00
608-C	Detectable Warning Panels	16	SF	0	$ 31.00	$ 496.00	$ -			$ -	0%	496.00
618-A	Maintenance of Traffic	1	LS	0	$ 3,000.00	$ 3,000.00	$ 3,000.00			$ 3,000.00	100%	0.00
620-A	Mobilization	1	LS	0	$ 20,325.00	$ 20,325.00	$ 20,325.00			$ 20,325.00	100%	0.00
699-A	Construction Staking	1	LS	0	$ 5,025.00	$ 5,025.00	$ 5,025.00			$ 5,025.00	100%	0.00
225-A	Grassing, Fertilizer, Top Soil, Watering	0.05	AC	0	$ 1,885.00	$ 94.25	$ 94.25			$ 94.25	100%	0.00
215-A	Vegetative Materials for Mulch	0.10	TON	0	$ 440.00	$ 44.00	$ 44.00			$ 44.00	100%	0.00
234-A	Temporary Silt Fence	966	LF	0	$ 3.15	$ 3,042.90	$ -			$ -	0%	3,042.90
237-A	Wattles, 20"	288	LF	0	$ 5.65	$ 1,627.20	$ 1,627.20			$ 1,627.20	100%	0.00
815-A	Loose Rip-Rap. Size 200	47	TON	0	$ 98.75	$ 4,641.25	$ 4,641.25			$ 4,641.25	100%	0.00
815-B	Grouted Rip-Rap	996	SY	0	$ 77.50	$ 77,190.00	$ 77,190.00			$ 77,190.00	100%	0.00
815-E	Geotextile Under Rip-Rap	1287	SY	0	$ 2.50	$ 3,217.50	$ 3,217.50			$ 3,217.50	100%	0.00
W-1	12" Insert-A-Valve	1	EA	0	$ 16,910.00	$ 16,910.00	$ 16,910.00			$ 16,910.00	100%	0.00
W-2	12" Gate Valve	1	EA	0	$ 2,345.00	$ 2,345.00	$ 2,345.00			$ 2,345.00	100%	0.00
W-3	12" Ductile Iron Water Pipe (Open Cut)	120	LF	0	$ 271.50	$ 32,580.00	$ 32,580.00			$ 32,580.00	100%	0.00
W-4	16" Steel Casing (Open Cut)	40	LF	0	$ 127.00	$ 5,080.00	$ 5,080.00			$ 5,080.00	100%	0.00
*	Liquidated Damages		LDs	-28	$ (750.00)		$ (21,000.00)	$ -		$ (21,000.00)		
*	**Holliday Construction, LLC disagrees with the liquidated damages assed and reserves our rights to claims at a later date.**											
						$ 563,541.70	$ 535,699.31	$ -	$ -	$ 535,699.31	95%	$ 6,842.39

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Lamar Rutland**

cc:

Date: **Tuesday, February 22, 2022**

Re: **Acknowledge bids received February 3, 2022 for the Water Plant #1 Rehabilitation Project Ph I and accept the bid of Hemphill Construction Company, Inc. in the amount of $1,305,095.00 and authorize the Mayor to execute contracts when prepared.**
File Number: 2022-106
Minute Book #

Summary
Acknowledge bids received February 3, 2022 for the Water Plant #1 Rehabilitation Project Ph I and accept the bid of Hemphill Construction Company, Inc. in the amount of $1,305,095.00; Authorize the Mayor to execute contracts when prepared.

Recommendation Statement
I recommend approval of this item.

Please place this on the February 22, 2022 City Council meeting for consideration.

sdw
Engineering Progress

February 4, 2022

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 February 3, 2022 for the above referenced project.

I am recommending Hemphill Construction Company, Inc. of Florence, MS in the bid amount of One Million, Three Hundred Five Thousand, Ninety-Five Dollars and Zero Cents ($1,305,095.00).

Enclosed is a copy of the original bid from Hemphill Construction Company, Inc.

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

February 3, 2022

Project: Water Plant #1 Rehabilitation - Phase I
City of Hattiesburg

Project No. 1273-W015

Item No.	Item Description	Quantity	Unit	OPC Unit Price	OPC Amount	Hemphill Construction Company Unit Price	Hemphill Construction Company Amount
						P.O. Drawer 879 Florence, MS 39073	
1	Existing Rapid Mix Tank Demolition	1	LS	$37,950.00	$37,950.00	$28,100.00	$28,100.00
2	Demolish Alum Storage Area	1	LS	$21,100.00	$21,100.00	$13,800.00	$13,800.00
3	New Rapid Mix Tank	1	LS	$193,000.00	$193,000.00	$242,850.00	$242,850.00
4	Yard Piping	1	LS	$198,050.00	$198,050.00	$149,320.00	$149,320.00
5	Lime Feed System	1	EA	$52,500.00	$52,500.00	$61,195.00	$61,195.00
6	Flouride Feed System and Appurtenances	1	LS	$44,800.00	$44,800.00	$59,660.00	$59,660.00
7	Filter Rehabilitation including Air Scour Piping and Appurtenances	6	EA	$102,500.00	$615,000.00	$108,100.00	$648,600.00
8	Spiral Staircase	1	LS	$17,040.00	$17,040.00	$10,370.00	$10,370.00
9	Exhaust Fan and Piping to Vent	1	LS	$52,600.00	$52,600.00	$91,200.00	$91,200.00
			Bid Total:		**$1,232,040.00**		**$1,305,095.00**

Comments:

This is to certify that I have checked the tabulation of the bids received by the City of Hattiesburg on February 3, 2022, and that said tabulation is true and correct to the best of my belief.

NICHOLAS M. CONNOLLY
REGISTERED PROFESSIONAL
ENGINEER AND
P.E. 12791
L. S. 2973
LAND SURVEYOR
STATE OF MISSISSIPPI

2-3-2022

Nicholas M. Connolly, P.E., P.L.S.

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From:

cc:

Date: **Tuesday, February 22, 2022**

Re: **Acknowledge receipt of proposal for services related to a Master Plan for the future development of portions of N 25th and N 26th Avenues, approve agreement with Orion Planning - Design, and authorize the Mayor to execute the same.**
File Number: 2022-115
Minute Book #

Summary
Master Plan for N 25th and N 26th Avenues, agreement with Orion Planning - Design

Recommendation Statement

Please place this on the February 22, 2022 City Council meeting for consideration.

SHORT FORM AGREEMENT FOR CONSULTING SERVICES

(Standard agreement based on Appendix B, Planning Advisory Service Report Number 443,
Standards of Professional Practice, American Planning Association, Chicago, IL)

Orion Planning + Design, a Montana based LLC, agrees to provide The City of Hattiesburg, Mississippi the following professional services and the City of Hattiesburg, MS contracts for such services and agrees to fully engage in the project. Services shall be compensated by the City of Hattiesburg, MS for the fees and on the terms and conditions set forth herein.

1. PURPOSE

The purpose of this agreement is to provide professional planning services to the City of Hattiesburg, MS as described in paragraph 3. below.

2. PARTIES

The parties to this agreement are the City of Hattiesburg, MS, hereinafter referred to as "Client," and Orion Planning + Design, hereinafter referred to as "Consultant."

3. SERVICES

Consultant shall provide the following services to Client: **(See attached letter of proposal and scope of services)**

If there is a dispute over the meaning of this agreement, or if during the project one of the parties deviates from this section by mutual agreement, this agreement shall always be construed in accordance with the purpose set forth in Section 1 along with the scope of services attached hereto.

4. STANDARDS OF PROFESSIONAL PRACTICE

Consultant shall exercise and adhere to the standards of professional practice as developed and adopted by the American Institute of Certified Planners set forth in Planning Advisory Service Report Number 443, Standards of Professional Practice, American Planning Association as well as the Code of Ethics of the American Institute of Certified Planners. Said standards are annexed hereto by reference.

5. COMPENSATION

For the services rendered and products produced, Client shall compensate Consultant $54,395 for professional planning services and reimbursement for travel costs estimated at $5,599 to be invoiced monthly based on percentage of work completed and costs incurred. Invoices shall set forth a summary of the work performed under this contract by current invoice period and the overall project completion to date. Normal office supplies consumed in the course of the project are not reimbursable.

6. TERMINATION

The Client or Consultant may terminate this agreement without cause at any time upon 10 days written notice. Consultant shall provide a final invoice for any uncompensated work completed prior to termination. Said invoice shall be payable by Client under the terms of Section 5. Compensation.

7. COMPLETE AGREEMENT/AMENDMENTS

This agreement constitutes the complete agreement between the parties. It may be amended only in writing executed in multiple counterparts, each of which shall be considered an original. When executed, this agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement separately, on the dates indicated by their respective signature blocks below. If the date of this agreement becomes material for any reason, the date of execution by Client shall be considered to be the date of the agreement.

Bert Kuyrkendall, 2/18/22

Bert Kuyrkendall, AICP, PE
Partner
Orion Planning + Design

_____, _____

Toby Barker
Mayor
City of Hattiesburg, Mississippi

PROPOSAL TO PROVIDE PROFESSIONAL URBAN DESIGN AND PLANNING SERVICES

Hattiesburg, Mississippi

25-26 Master Plan



Submitted January 13, 2022
(Rev. 2/18/22)

Orion Planning + Design
Neel-Schaffer

Proposal Contents

	Letter of Interest	3
01	Project Understanding	4
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	Team Structure	
	Team Members	
03	Project Approach / Scope / Deliverables	13
04	Schedule / Budget	18
05	Experience	22
06	Resumes	38



Ginger Lowrey, AICP, CFM
Planning Division Manger
Department of Urban Development
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

RE: PROPOSAL TO PROVIDE PROFESSIONAL SERVICES – 25-26 MASTER PLAN

Dear Ginger:

Orion Planning + Design is pleased to submit this proposal to develop an urban design master plan for the City of Hattiesburg. We strongly believe in the importance of this project to provide an aesthetic gateway to the Midtown area and USM campus, to enable walkable mixed-use development to serve neighbors, students and visitors, to strengthen the economic performance of this core city area, and to provide safe and inviting walking and biking connections to the Longleaf Trace.

We believe our team is uniquely suited for this project due to our first-hand knowledge of the project area and surrounding districts, our experience in applying best practices from model cities and towns, our previous experience as local government directors and staff, and the deep respect we have for the public engagement process. Integral to all of our urban design and comprehensive planning projects is our reliance on sound market analysis to ensure that the plans we develop are realistic and achievable.

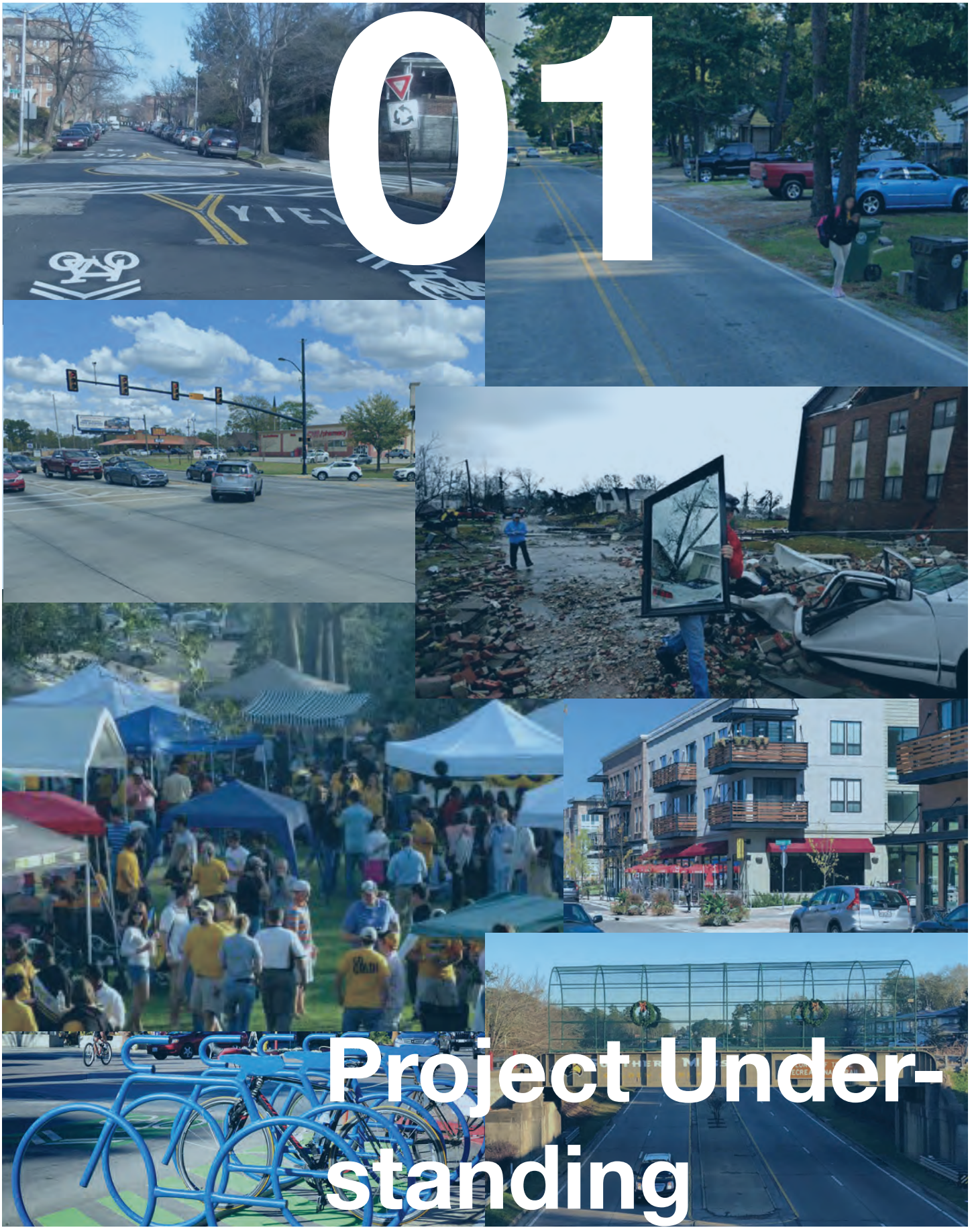
We have assembled a multidisciplinary team of creative professionals to assist with this master planning effort, including Neel-Schaffer, who will focus on transportation and infrastructure planning and assist in public engagement. Our project approach is based on an integrated project delivery model through utilizing a design charrette process.

As the project manager, I will be serving as the primary contact to work directly with the City's Department of Urban Development staff. Please do not hesitate to let us know if you have any questions or seek additional information regarding this proposal. We look forward to having the opportunity to discuss our team's experience and approach to the master plan with you in the very near future.

Sincerely,



Bert Kuyrkendall, AICP, PE
Partner
Orion Planning + Design
1444 Sinclair Ave.
Chattanooga, TN 37408
T. (423) 362-2719
E. bert@orionplanningdesign.com



01 Project Understanding

The project site has true potential to become a vibrant neighborhood center and corridor gateway, but also poses many challenges for redevelopment.

Challenges:

- Vehicle access is difficult from Hwy 49, and also for ingress and egress of 25th Ave. at Hardy St and 4th St.
- Pedestrian and bicycle crossing of Hwy 49 is challenging and creates a barrier.
- The Hwy 49 crossings are about a half-mile apart, which encourages pedestrians to attempt mid-block crossings
- There is very little existing bike/ped infrastructure in the district.
- The block formed by 25th Ave. and 26th Ave. is relatively narrow which will make it difficult to appropriate font each street with buildings.
- The block directly abuts a single-family residential neighborhood, which can be non-supportive of higher density development.
- Loss of businesses due to tornado damage/destruction
- General difficulties with retail and office development performance in our shifting economy

I have previously worked with both Russ Bryan and Bert Kuyrkendall and have been extremely satisfied with the services they provided. The City will greatly benefit from their local knowledge and experience combined with their out-of-the-box, creative thought process. I am very confident their team will identify the most feasible, highest and best use for the study area.

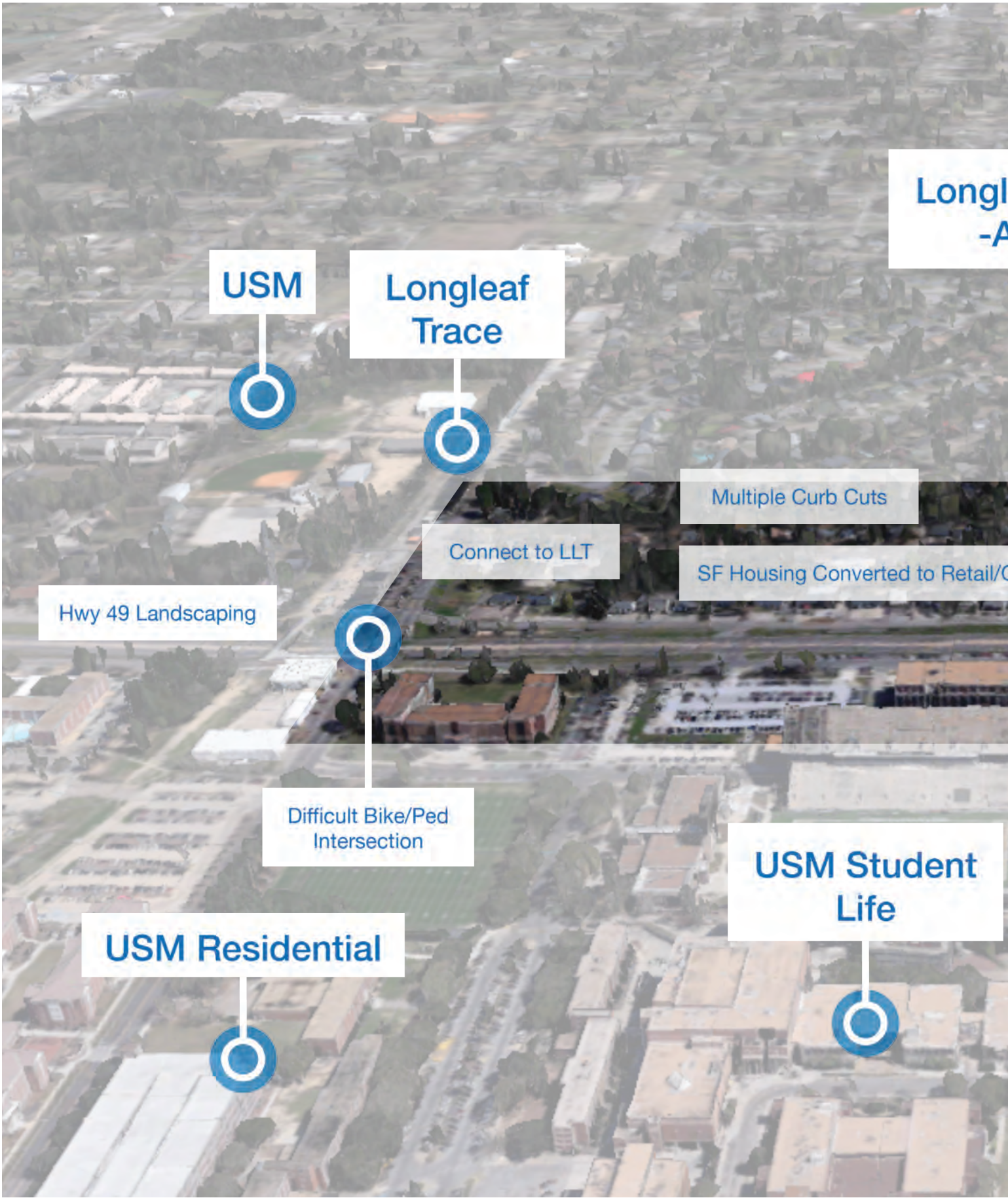
Ken Cooley – Property Owner & Key Stakeholder

Strengths/Opportunities:

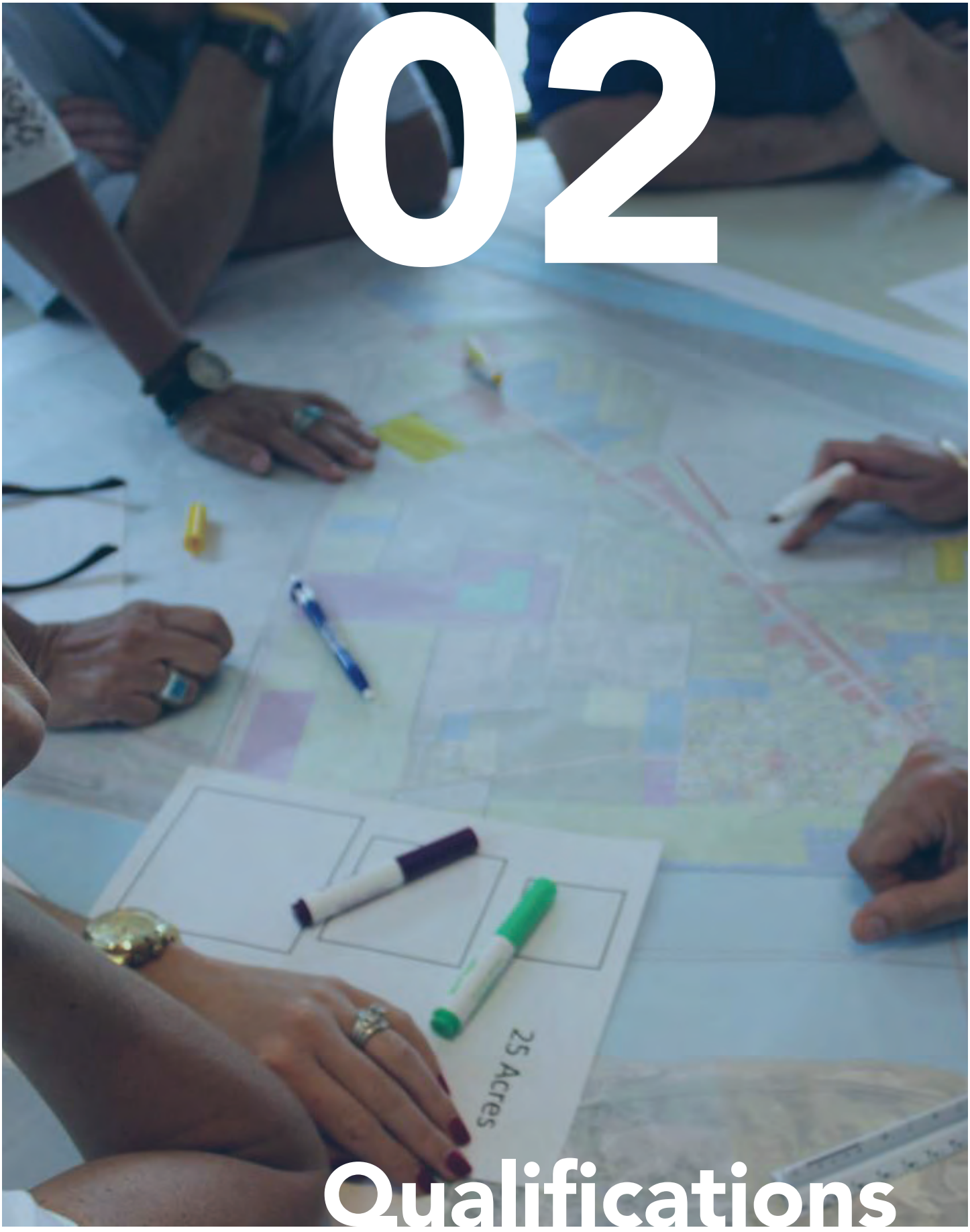
- High traffic count and visibility from Hwy 49 and Hardy Street
- Close to USM, Midtown and the Hardy St. corridor
- Near access to the Longleaf Trace
- There are many vacant lots and underdeveloped properties, providing excellent timing for a master plan vision and zoning update.

The principles of smart growth guide our project approach for urban planning and design projects, and directly apply to this project scope and application:

1. **Mix Land Uses**. The project site presents an excellent opportunity to mix retail and residential land uses due to its frontage of a high traffic corridor on one side and a single-family residential neighborhood on the other.
2. **Take Advantage of Compact Building Design**. Small lots and the narrow block dimension encourages compact building forms, with minimal setbacks and less room for parking.
3. **Create a Range of Housing Opportunities and Choices**. We will consider multiple housing types in the planning effort and the market/need for affordable housing.
4. **Create Walkable Neighborhoods**. Walking and biking facilities will be emphasized in the design, but also the need for a continuous building edge fabric and a mix of retail to enable an attractive and useful pedestrian experience.
5. **Foster Distinct Communities with a Strong Sense of Place**. Building form, landscaping, and the potential for public art will be an important aspect of the design process.
6. **Preserve Open Space**. Providing space for public gathering will be crucial to create sense of community.
7. **Direct Development Toward Existing Communities**. The master plan and resulting code will facilitate infill development in this district.
8. **Provide a Variety of Transportation Choices**. Transit connections will be considered in addition to walking and biking facilities.
9. **Make Development Decisions Predictable, Fair and Cost Effective.** The housing and market analysis will guide the urban design decisions to ensure the plan is implementable. Zoning recommendations will focus on legibility for developers.
10. **Encourage Community and Stakeholder Collaboration**. The project approach includes a robust public engagement component with discovery sessions, design charrettes, and online input methods.


USM
Longleaf Trace
Multiple Curb Cuts
Connect to LLT
SF Housing Converted to Retail/
Hwy 49 Landscaping
Difficult Bike/Ped Intersection
USM Student Life
USM Residential


Hardy St Corridor
eaf Heights
Avenues
Former Village Green
Difficult Intersection
Office
Midtown
Students Cross at Dangerous Intersection
Difficult Bike/Ped Intersection
USM Academic



02

Qualifications

Team Structure

Teamwork and collaboration are crucial to good planning. We have assembled a team of industry leaders to assist the City of Hattiesburg with this master planning effort. Most importantly, however, we have assembled a team of collaborators to engage and work with staff, stakeholders, and the community at large to envision the redevelopment of this crucial infill area, creating a viable strategy for success. Our team members have extensive experience and knowledge of this district/area, and have all collaborated on past planning efforts, bringing together unique professional perspective, vast experience, and collective strengths integrating meaningful engagement, comprehensive analysis, and realistic visioning in the development of corridor and master plans.

ORION PLANNING+DESIGN OPD

Orion Planning + Design (OPD) is a multi-disciplined firm specializing in the planning and design of communities of lasting value. The firm consists of leading planners and designers from across the United States, with current project work in 23 states ranging from Hawaii to Georgia. Together our team has a breadth of experience in both the private and public sectors, bringing together our common philosophy in best practice to help communities succeed through thoughtful planning and active implementation of a collective vision.

We believe in collaborative planning processes and place-based, context-sensitive planning solutions. We believe in a strong team environment and a locally driven process for plan and code development. We believe in building and maintaining strong working relationships with staff, committees, and the public, and using their expertise and local knowledge to guide the planning process. And we believe in implementation, understanding the role of a plan and its relationship to the regulatory framework that follows.

Orion Planning + Design

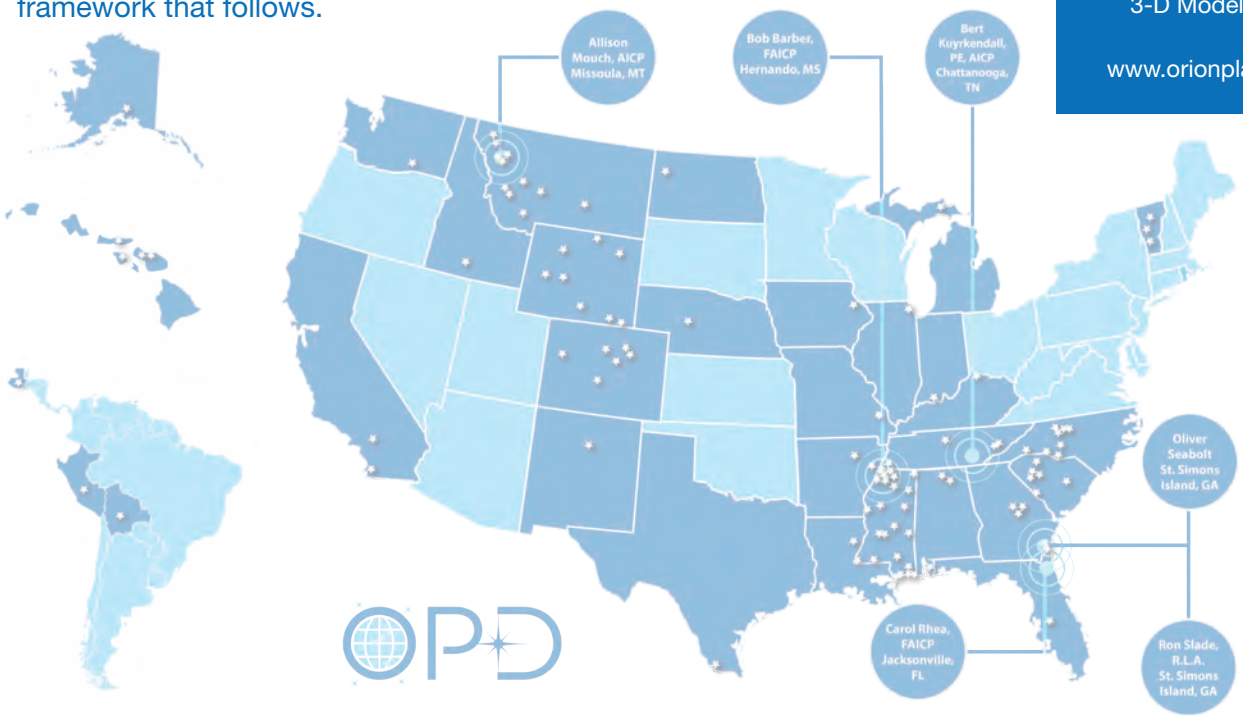
1444 Sinclair Ave.
Chattanooga, TN 37408
P. (423) 362-2719

Locations

Missoula, Montana (Main Office)
Hernando, Mississippi
Chattanooga, Tennessee
St. Simons Island, Georgia
Jacksonville, Florida

Service Areas

Comprehensive and Area Planning
Master Planning and Site Planning
Urban Design
Zoning and Development Codes
Public Outreach and Visioning
Mobility Planning and Design
3-D Modeling and Computer Imaging
www.orionplanningdesign.com



NEEL-SCHAFFER
Solutions you can build upon

Neel-Schaffer is a multi-disciplined engineering, planning and construction management firm that was founded in 1983 and today is one of the largest private, employee-owned engineering firms in the South, operating 38 offices across nine states.

Neel-Schaffer's mission is to provide high-quality, cost-effective solutions that reflect responsiveness, innovation, technical excellence, and professional integrity. Through service to the many and diverse communities where their employees live and work, Neel-Schaffer endeavors to improve each community's quality of life.

Neel-Schaffer brings a unique blend of technical knowledge, broad "real world" experience and "birth-to-completion" project management expertise to this team. They provide comprehensive master planning services for long- and short range plans to identify future needs and prioritize improvement strategies. Neel-Schaffer has an extensive pool of talented landscape architects, traffic engineers/planners, bike/pedestrian planners, electrical engineers, and civil engineers across the company. The strength behind this firm lies in its ability to draw on the experience of their personnel with demonstrated and trusted experience on similar projects.

Neel-Schaffer
704 Hardy St.
Hattiesburg, MS 39401
P. (601) 545-1565

Locations
Mississippi (16 Offices), Alabama, Arkansas, Florida, Georgia, Louisiana, South Carolina, Tennessee, Texas

Service Areas
Transportation, Water, Civil/Site, Environmental Services, Survey, Landscape Architecture
www.neel-schaffer.com

Planning Principal
Bob Barber



Project Manager
Bert Kuyrkendall





Public Engagement
Bert Kuyrkendall

Market and Housing Analysis
Bob Barber





Urban Planning and Design
Ron Slade

Transportation and Infrastructure
Russ Bryan



Implementation
Bert Kuyrkendall

Team Member	% Available	Public Engagement	Market and Housing Analysis	Urban Planning and Design	Transportation and Infrastructure	Implementation
Orion Planning + Design						
Bob Barber, FAICP	55					
Bert Kuyrkendall, AICP, PE	80					
Ron Slade, ASLA	85					
Allison Mouch, AICP	60					
Oliver Seabolt	40					
Carol Rhea, FAICP	35					
Neel-Schaffer						
Russ Bryan, ASLA	80					
Michael Essary, PE	65					
Geoffrey Crosby, PE	70					
Austin Lovitt, ASLA	70					



03

Project Approach / Scope / Deliverables

Our team approach to meeting the project objectives will be holistic and oriented to developing a cohesive, walkable, and vibrant mixed-use environment that facilitates living, shopping, and working, connected by a balanced mobility network. With these factors in mind, we propose to complete the master planning initiative according to the scope below.

1 Project Management

1.1 Project Kick-Off and Logistics

To kick off the project, the Orion Project Manager will meet with City Staff in person to review the final project scope, timeframe, goals, deliverables, and any administrative items necessary to keep the master planning effort on time and within budget. The draft PIP will be reviewed at this time and preliminary dates will be explored for public and stakeholder meetings.

1.2 Bi-Monthly Project Meetings

The Project Manager will meet with City Staff on a bi-monthly basis via videoconference to provide updates and receive mid-course review on work completed with the project.

1.3 Monthly Project Update

At the end of each month a project update will be submitted to City Staff that details the work done during that period, gives percent completion of project tasks and deliverables, and addresses any upcoming concerns.

2 Discovery

2.1 Creation of a Public Involvement Plan

The Consultant Team will work with City Staff to define public engagement goals, desired methods, and a schedule of activities for the duration of the master planning process. The PIP will be finalized in advance of the project kick-off meeting and presented to stakeholders and the public while on site. Plan elements will include:

- Social media strategy
- Design charrette
- Stakeholder meetings
- Online survey

2.2 Analysis of Background Information

The Consultant Team will focus on all available secondary data sources, including existing land use plans, codes and regulations; transportation data and traffic trends analysis; utility information pro-

vided by the City including water, sewer and stormwater lines and structures; other utility locations provided to the City by third party entities; historic resources; capital improvements and public facilities plans; current demographic information compiled by the US Census Bureau; aerial maps and GIS data provided by the City and other entities; environmental and floodplain regulations; and any related materials and resources.

2.3 Physical Analysis

As part of the initial fieldwork for the project, the Consultant Team will document and evaluate the general physical characteristics of the area through a walking audit that evaluates and categorizes the existing land uses and building visual conditions, site patterns, environmental features, transportation facilities and conditions, pedestrian and vehicle behavior, driveway curb cuts, and other existing area conditions. Exiting features will be photographed and mapped via GIS.

2.4 Housing and Market Analysis

The Consultant Team will conduct a Housing and Market Analysis that will analyze demographic and market trends in order to provide a localized understanding of retail, office, and housing market drivers. Analysis aspects include:

- Market demand for retail, office, mixed-use, and residential development to guide the master planning effort
- Location impacts to site market potential
- Potential for local vs. national chain businesses
- Economic performance of existing businesses
- Economic and tax income benefits estimated for proposed master plan design
- Job creation and tax revenue impacts from the project as developed (before/after) to help promote the project to city leaders and stakeholders and provide numbers for future grant, TIF, etc. applications

2.5 Online Engagement

The Consultant Team will set up and maintain all aspects of online engagement per the PIP elements, including producing an online survey, and providing social media post material. The City will be responsible for using its existing media channels (emails, social media accounts, website, etc.) to broadcast links to these engagement resources.

2.6 Task 2 Deliverables

- Public Involvement Plan
- GIS basemap
- Site photos
- Housing and Market Analysis
- Online engagement products

3 Design

3.1 Design Charrette

A three-day urban design charrette will be conducted to enable a multi-disciplinary approach to the master planning effort with direct input and involvement from the public and stakeholders. The process enables short feedback loops which accelerate and builds consensus around design decisions. The detailed data findings and public and stakeholder input will provide the foundation and guiding principles for all design work. The charrette process will include the following elements:

- Preparation: digital and physical base maps, design guidance pin-ups,
- Day 1: Design; City staff meeting; Stakeholder meetings
- Day 2: Design; Stakeholder meetings
- Day 3: Design; Public open house meeting for input

Design: The designs for proposed urban development and transportation facilities will be both physical, utilizing basemaps and tracing paper to represent potential building and facility footprints, and digital, utilizing modeling software to represent building mass and density. Proposed transportation facilities will be represented in the models and as street typical sections.

Input: The open house session will provide opportunity for the public to provide input on the proposed urban design concepts and enable the open-ended sharing of comments and ideas.

3.2 Task 3 Deliverables

- Conceptual urban design
- Economic analysis for proposed design
- Summary of public and stakeholder input data

4 Plan Development and Adoption

4.1 Draft Plan Development

Design: Based on the City, public (in-person and online), and stakeholder input on the concept plan, an illustrative master plan will be developed for the project area that will serve to guide appropriate zoning designations for the area, promote public support for project implementation, and guide property owners and developers for future infill development at the site. The form of the master plan will be a photo-realistic 3-D model, which will enable the development of perspective views from any location or vantage point in the project area. Infrastructure such as street retrofits and new street connections, sidewalks and bicycle facilities, streetscape elements, landscaped or hardscaped areas for public access, and model retail, office and residential buildings. Dimensioned sections will be provided for all proposed transportation facilities.

Report: The master plan report will describe the proposed urban design concepts, and will be organized along the following sections:

- Executive Summary
- Project Purpose
- Public Engagement Process
- Discovery Findings
- Housing and Market Analysis
- Illustrative Master Plan
- Mobility Elements
- Economic Elements and Impact of Plan
- Zoning Recommendations
- Implementation Plan

Zoning Recommendations: The master plan will serve as the regulating plan for the district. In order to establish new zoning district designations in the project area concurrent with the Council adoption of the master plan, specific zoning designations will be recommended that enable the uses and forms of development illustrated in the plan. Parcel-specific recommendations will be made utilizing existing zoning district categories, such as the Midtown FBC Districts, Corridor District (CD), or Planned Mixed-Use District (PMU-PD). Other zoning strategies can also be recommended outside of the current zoning code designations. New future land use designations will also be proposed for the master plan area. Recommendations will also be made regarding other development standards to ensure proposed street and landscape infrastructure plans will be supported.

Implementation Plan: To facilitate the progressive transformation of the district, a detailed implementation plan will be developed that provides specific tasks and timelines for policy and project endeavors. Specific implementation items to be considered include:

- Development policy
- Transportation and utility infrastructure projects
- Marketing/economic development strategies
- Applicable funding opportunities

These items will be summarized in an Implementation Matrix that addresses expected outcomes, measures of progress, general time frames, next steps, potential partners, and responsible parties.

Economic Elements and Impact of Plan: In order explore the potential for a TIF proposal and district designation for the 25-26 project area, planning-level estimates for proposed infrastructure costs, build-out square footage estimates for proposed private development, and other necessary input information will be developed as part of this project.

4.2 Master Plan Review, Revision and Adoption

- The Draft Master Plan will be presented to City Staff via videoconference for discussion and input
- After making revisions from City Staff review comments, the Draft Master Plan can be posted on the City website or via Survey Monkey for public review.
- The Master Plan and recommended zoning changes will be presented to the Planning Commission for recommendation. This will serve as the public hearing for the plan.
- The Master Plan and recommended zoning changes will be presented to City Council for adoption.

4.3 Task 4 Deliverables

- Final Master Plan in PDF and InDesign file formats
- Mapping data in ArcGIS file format



04

Schedule / Budget

Project Schedule

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8
Task 1: Project Administration								
1.1 Project Kick-Off and Logistics	*							
1.2 Bi-Monthly Project Meetings				*				*
1.3 Monthly Project Updates								
Task 2: Discovery								
2.1 Creation of a Public Involvement Plan								
2.2 Analysis of Background Information								
2.3 Physical Analysis	*							
2.4 Housing and Market Analysis								
2.5 Online Engagement								
Task 3: Design								
3.0 Charrette Preparation								
3.1 Design Charrette				*				
Task 4: Plan Development and Adoption								
4.1 Draft Plan Development								
4.2 Master Plan Review, Revision and Adoption								*

** Indicates travel to site*

Fee Estimate

	Orion	Neel-Schaffer	Expenses	TOTAL
Task 1: Project Administration				
1.1 Project Kick-Off and Logistics	$2,040	$370	$880	$3,290
1.2 Bi-Monthly Project Meetings	$1,275	$925		$2,200
1.3 Monthly Project Update	$850			$850
Task 2: Discovery				
2.1 Creation of a Public Involvement Plan	$680			$680
2.2 Analysis of Background Information	$2,040	$925		$2,965
2.3 Physical Analysis	$680	$740		$1,420
2.4 Housing and Market Analysis	$3,400			$3,400
2.5 Online Engagement	$3,060			$3,060
Task 3: Design				
3.0 Charrette Preparation	$1,360	$740		$2,100
3.1 Design Charrette	$14,960	$4,440	$2,960	$22,360
Task 4: Plan Development and Adoption				
4.1 Draft Plan Development	$4,760	$1,480		$6,240
4.2 Master Plan Review, Revision and Adoption	$7,820	$1,850	$1,759	$11,429
TOTAL	**$42,925**	**$11,470**	**$5,599**	**$59,994**

Schedule and Fee Estimate Notes

The schedule and fee estimate anticipate all aspects of the scope and approach described in the previous pages of this proposal. Additional tasks or services beyond what has been proposed will be billed according to hourly rates.

All travel and project-related expenses are included in the estimate Any expenses not included in the negotiated and approved contract for the project will be submitted for approval prior to encumbrance.

To meet the proposed schedule, City staff will be responsible for timely review of design, policy, and other planning recommendations and draft documents.

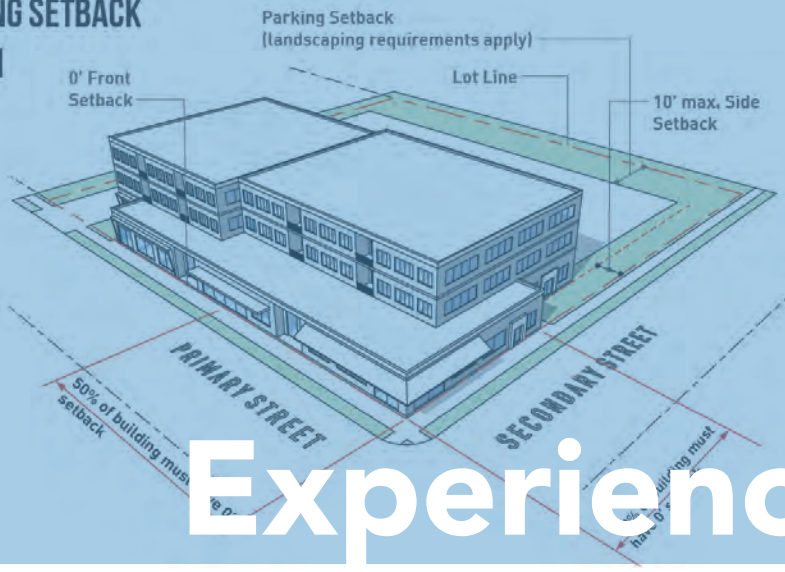
City staff will be responsible for providing applicable GIS layers to the Consultant for use in the project.

05

B. BUILDING PLACEMENT

Design Standard			Additional Requirements
All setback requirements assesse	ground	. Dimer	tandards do not apply to interior renovations.
i. Lot Line, Primary Street	0	A r of 50 fro require zer setback.	
ii. Lot Line, Secondary Street	0 ck	A r of 50% of the building f s requi eet the ne setb	e a secondary street front- buts a transitional overlay d, first floor residential shall e permitted along the secondary street frontage.
iii. Lot Line, Common	0 ft. setback	If abutting a residential district a 10 ft. minimum setback with vegetative screening or fencing (in conformance with Title 11.24.5(c) of City Code) is required.	The setback is not to include parking or circulation.
iv. Lot Line, Rear	0 ft. setback	If abutting a residential district a 10 ft. minimum setback with vegetative screening or fencing (in conformance with Title 11.24.5(c) of City Code) is required.	The setback shall be in addition to parking or circulation space necessary to serve the site.
v. Corner Lot Orientation	0 ft. setback	On corner lots or lots with multiple street frontages, building placement must conform to primary or secondary frontage requirements.	Reference Figure 6 for guidance on building placement If a variance to setback is requested, the maximum setback allowable along the primary and secondary lot line shall not exceed 10 ft.
vi. Surface Parking Setback	10 ft. minimum	The setback is applicable only when parking is located adjacent to the building/structure.	Landscaping requirements shall apply to the setback, pursuant to Section X below.

FIGURE 6: BUILDING SETBACK AND ORIENTATION



6

Experience

PASCAGOULA FLAGSHIP DISTRICT REDEVELOPMENT PORTFOLIO

ORION
PLANNING+DESIGN







PROJECT DESCRIPTION

Pascagoula, Mississippi, is experiencing a downtown renaissance. Increasing interest in downtown living, recent significant investments by major employers, and a renewed focus on the downtown area by policymakers have combined to create a unique opportunity for renewal and redevelopment.

To emphasize Pascagoula's core downtown area within the broader "Flagship District" and to feature some of the District's prime investment opportunities, a consortium of organizations initiated the development of a portfolio of investment opportunities. The consortium engaged Orion Planning + Design to facilitate the creation of the portfolio.

The portfolio is offered in three major sections. The first section describes the underlying market context for downtown and provides a general economic analysis to illustrate supply and demand conditions. The second section lists eight strategic properties, their envisioned reuse, and an investment evaluation using a simplified development proforma. The last section sets out an overall redevelopment vision for downtown through streetscape and connectivity enhancement in the public realm, general development, and risk mitigation strategies designed to support the proposed private investment opportunities.

PROJECT INFORMATION

Orion led planning, design, and stakeholder engagement.

Pascagoula, Mississippi

2021

Client: Pascagoula Main Street Association, Jackson County, ...

Contact: Michele Coats, Director of Planning

228.769.3056

Michele_Coats@co.jackson.ms.us.com

DETAILED DESIGN - NEW

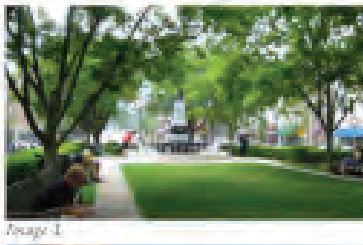
OXFORD COMPREHENSIVE PLAN

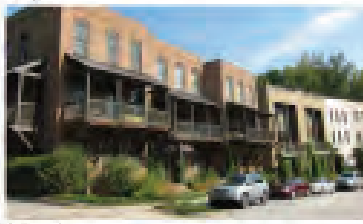
ORION
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BEST PROJECT AWARD 2019

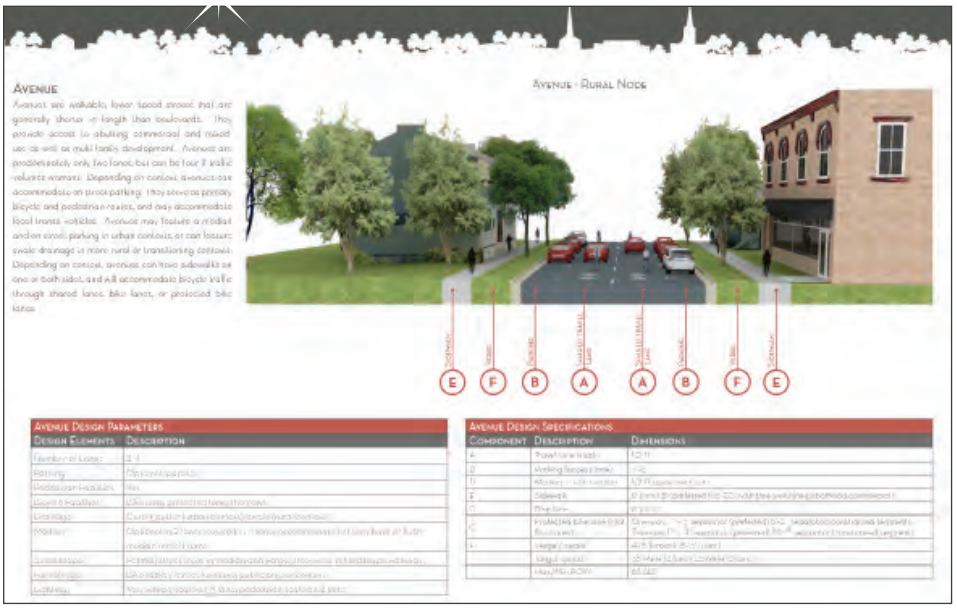
MISSISSIPPI CHAPTER OF THE AMERICAN PLANNING ASSOCIATION

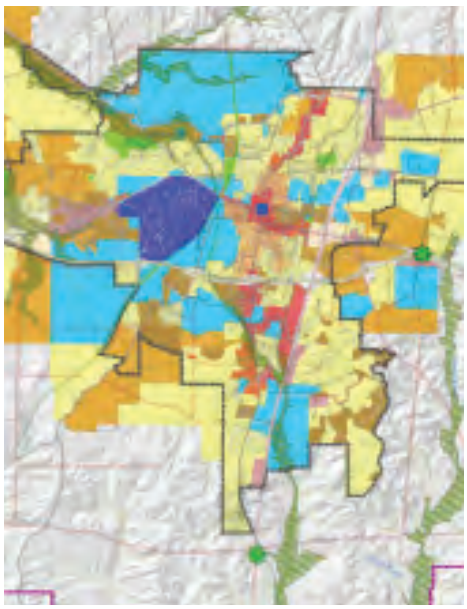












PROJECT DESCRIPTION

Oxford, Mississippi, home to the University of Mississippi, is widely recognized as one of America's leading cultural centers and the University as one of America's best public universities. The City, having experienced extreme growth pressures and highly undesirable development patterns over the last decade, commissioned a comprehensive plan effort, called Vision 2037, to address the acute development issues. Orion Planning+Design was selected to lead this effort based on Orion's outstanding ability to diagnose community development dynamics and facilitate the creation of effective, workable solutions. With thorough and insightful analysis, focus group engagement and a design charrette with broad public participation, Orion guided plan creation that introduces new form based techniques, including highly articulated mobility provisions, to produce desirable future development outcomes that are sensitive to the natural environment and the preservation of Oxford's timeless historic neighborhoods. Orion's place type planning strategy is producing fundamental and positive change in the City's development approach even prior to plan adoption, demonstrating current and future effectiveness.

PROJECT INFORMATION

Orion led planning, design, and public engagement.

Oxford, Mississippi

2015 - 2016

Client: City of Oxford

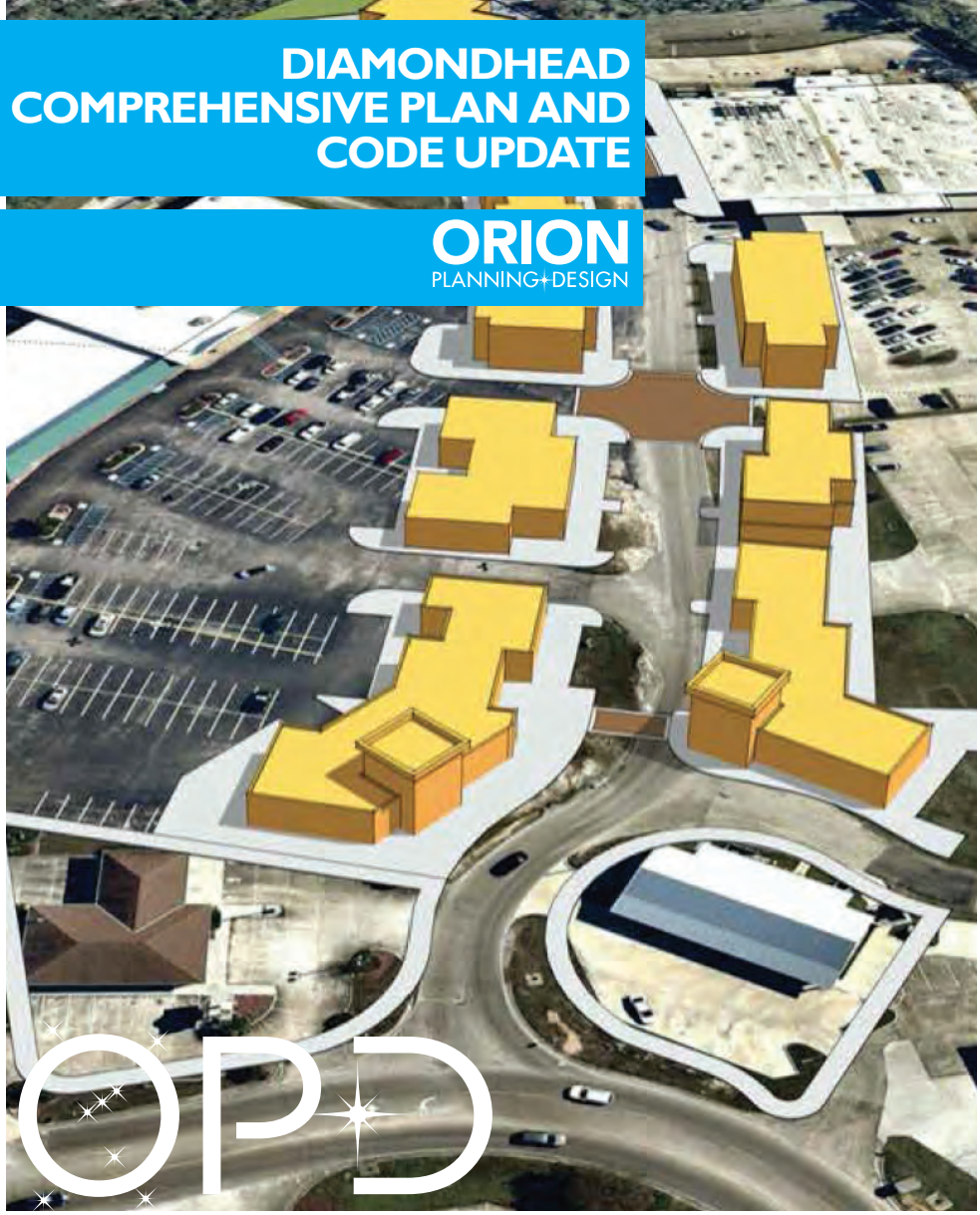
Contact: Ben Requet
Director of Planning

662.232.2305

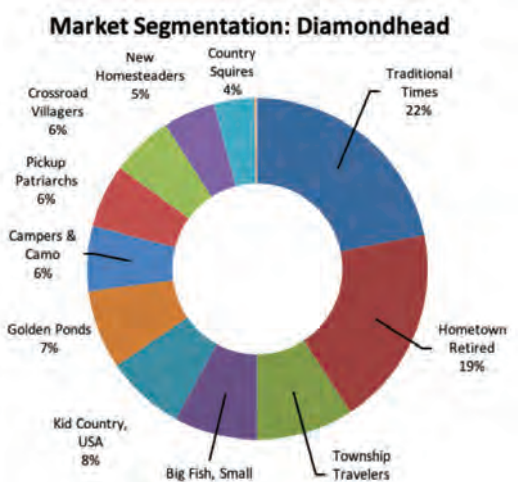
brequet@oxfordms.net

DIAMONDHEAD COMPREHENSIVE PLAN AND CODE UPDATE

ORION
PLANNING+DESIGN



envision DIAMONDHEAD 2040





PROJECT DESCRIPTION

In the spring of 2020, Diamondhead initiated a city planning process to create a fresh vision and quality planning for a growing and changing city. A few of these changes have included creating new recreational amenities and a growing desire for a walkable, aesthetically pleasing downtown. Substantial growth has occurred in Diamondhead's neighborhoods, but new challenges have emerged as well. To better understand the impact of these changes and challenges, explore the city's potential, and establish a plan to manage and guide the future, the city commissioned Orion to update its current plan.

The plan is serving as a basis for mixed-use corridor design, updating development codes, designing new street and greenway facilities, guiding investment decisions and prioritization of use of resources. The City was sensitive to maintaining the current code's framework and language but directed Orion to create a form-oriented code that could be readily understood by the community and produce high quality form-based outcomes. The finished hybrid code serves as a model to achieving these objectives. The code was adopted with the full support of the community, including developers.

PROJECT INFORMATION

Orion led planning, urban design, and public engagement.

Diamondhead, Mississippi

2020-Current

Client: City of Diamondhead, MS

Contact: Mike Reso, City Manager

228.222.4626

mreso@diamondhead.ms.gov

www.diamondhead.ms.gov

MISSISSIPPI MAIN STREET ENVISION - CONNECT

ORION
PLANNING+DESIGN









PROJECT DESCRIPTION

Envision–Connect is an initiative of the Mississippi Main Street Association which provides targeted planning and design resources to Mississippi Main Street communities. The work is funded by the USDA with the aim of partnering with communities to develop a public investment strategy that, when implemented, will generate quality of life enhancements, facilitate private investment, and advance community vitality. Orion focused primarily on mobility/connectivity projects and public facility retrofit opportunities.

Key steps in this process included:

- Identifying public facilities in, or close to, downtown;
- Identifying overall community context of economic and demographic trends;
- Determining which of the public facilities are potential community catalysts if improved, enhanced, or redesigned;
- Prioritizing these catalysts;
- Conceptualize, envision and plan; and
- Identify investment resources and policy support to implement the strategy.

PROJECT INFORMATION

Orion led planning, design, and stakeholder engagement.

Various Cities, Mississippi

2021

Client: Mississippi Main Street

Contact: Thomas Gregory

601.339.2042

thomas@msmainstreet.com

DOWNTOWN HELENA ZONING CODE

ORION
PLANNING+DESIGN







PROJECT DESCRIPTION

Orion Planning + Design was hired by the City of Helena to assist in the development of a new zoning code for the heart of downtown. The project is one of the first steps toward implementing the vision and goals identified in the Downtown Master Plan, adopted in the fall of 2016.

The project involves consolidating nine unique zoning districts into a streamlined hybrid code for the area. The OPD team worked closely with City staff, the Zoning Commission and key members of the Business Improvement District to craft design standards and incentives to spur reinvestment in downtown while supporting the historic integrity of the community through redevelopment. A robust outreach strategy was developed to include meetings with key stakeholders, a public workshop to introduce form-based concepts and highlight the community's preferences for the urban environment, a project website and social media content for information-sharing purposes, and a quick-poll survey for additional feedback. The project team met regularly with the Zoning Commission over the course of nine months to review draft content and evaluate standards for appropriateness when applied to the historic downtown.

The revised code was recommended for approval by the Zoning Commission in the Spring of 2018. with formal adoption anticipated later this summer.

PROJECT INFORMATION

Orion lead on code development and public engagement.

Helena, Montana

2017-2018

Client: City of Helena

Contact: Sharon Haugen,
Community Development Director

406.447.8445

shaugen@helenamt.gov

SEVIERVILLE DEVELOPMENT CODE

ORION
PLANNING+DESIGN







2.8 Special Districts

2.8.1 Historic Residential Office (HRO)

PURPOSE

The purpose of the HRO District is to protect and strengthen Sevierville's historic neighborhoods, foster civic beauty, strengthen the local economy, and preserve its historic structures and sites. The HRO District provides for the regulation of exterior design, materials, and arrangement of new or existing structures in a manner that preserves historic residential character including the tree cover of this district. New is required to be compatible with the character of historic residential structures within the Thomas Addition Historic District.

TYPICAL BUILDING TYPE



PRINCIPAL INTENSITY AND DIMENSIONAL STANDARDS

Minimum lot area (sf)^	8,000
Minimum lot width (ft)	70
Minimum floor area per dwelling unit (sf)	NA
Maximum building coverage (% of lot area)	NA
Maximum height (ft)	35
Minimum front yard depth (ft)	30
Minimum side yard depth (ft)	8
Minimum rear yard depth (ft)	25
District Land Uses	See Section 3
Development Standards	See Section 4
Parking Standards	See Section 5

NOTES: (sf = square feet, ft = feet)
Site plan review is required according to Section 8.10.
^16,000 sf for duplex. Maximum density 8 units/acre

TYPICAL LOT PATTERN



TYPICAL DEVELOPMENT CONFIGURATION



PROJECT DESCRIPTION

In August 2014 the Sevierville Planning Commission met to discuss their vision of the future of the City. The Commission expressed the strong desire to see the community continue to develop in ways that allowed economic vitality to flourish while preserving the timeless features that made Sevierville and Sevier County a destination for so many annually.

Orion, teamed with REA, was selected to rewrite Sevierville's development code based on its prior code diagnosis. We approached the project through extensive public engagement, identification of code elements that should be included to achieve much better City form, and replacement of antiquated code provisions undermining desired quality place making principles.

The process included extensive public involvement, multiple reviews and new incentive-based design provisions to address the City's rivers, mountain views, and other unique features.

PROJECT INFORMATION

Orion led public engagement and code drafting

Sevierville, TN

2014-2015

Client: City of Sevierville

Contact: Pamela Caskie

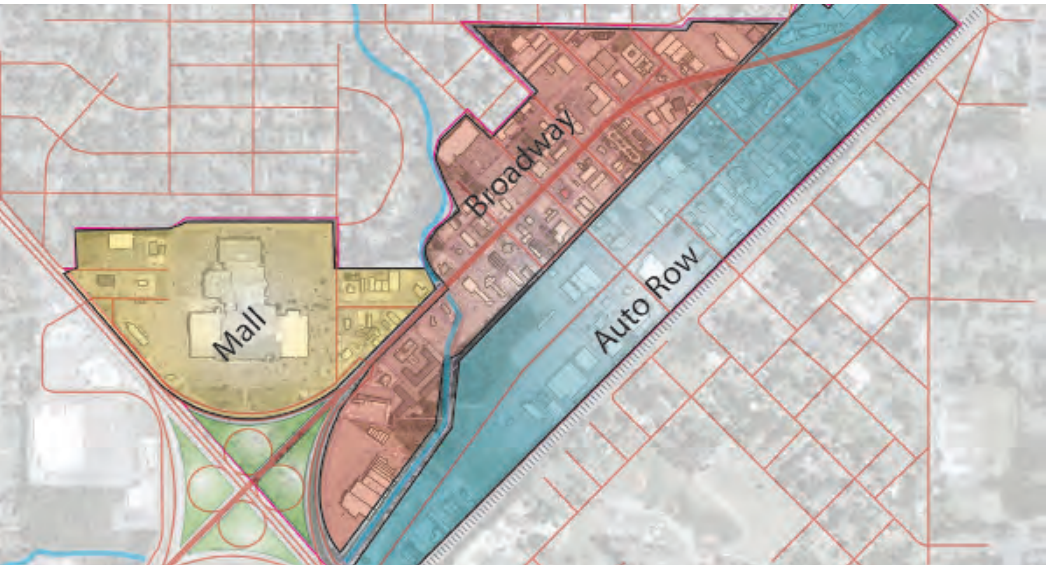
(931) 486-2252 (ext. 215)

pcaskie@springhilltn.org

BROADWAY / PINE CORRIDOR REDEVELOPMENT PLAN

ORION
PLANNING+DESIGN







PROJECT DESCRIPTION

As part of the effort to update the Hattiesburg Land Development Code of 1987, two corridors were identified as needing specific regulatory attention. These are the Hardy Street Corridor between Highway. 49 and downtown, and the corridor defined by West Pine and Broadway from Highway 49 east to their junction. This plan covers the Broadway-West Pine area and is organized with a summary of background information, design decisions from the Broadway-West Pine Condensed Charrette, an explanation of design issues, and recommended policies and projects for implementation including code revisions.

The corridor is two major streets, one dominated by automobile sales and related uses, and the other community and regional commercial including a 1970s mall which has finished its useful life. The plan includes streetscape and urban design strategies to update the corridors, and infill development including a redevelopment of the mall.

PROJECT INFORMATION

Orion led planning, design, and public engagement.

Hattiesburg, Mississippi

2014

Client: City of Hattiesburg

Contact: Ginger Lowrey,
Planning Division Manager

601.545.4599

gmaddox@hattiesburgms.com

JACKSON ST. PLAZA / DOWNTOWN REDEVELOPMENT

ORION
PLANNING+DESIGN







PROJECT DESCRIPTION

An aging collection of non-descript buildings, tenant vacancies, and lack of parking on Downtown Dublin's most important urban block inspired a joint effort between the City of Dublin, Downtown Dublin Main Street, and the Dublin Downtown Development Authority to revitalize the city's core block. The city purchased the dilapitated buildings on the block and commissioned OPD to develop a strategy and design for the entire block in an effort to spawn redevelopment.

One of the center buildings was torn down and was replaced with a vibrant and engaging plaza space that percolates to the rear of the block where nearly 100 new parking spaces were added. Additionally, one of the cross-block alleys was closed and dedicated to pedestrian use and functions as an added landscape to the block-wide plaza. The plaza features cascading water features symbolic of the city's hidden gem, the Oconee River, and it's curvilinear form and use of natural materials creates a garden-like experience as a juxtaposition to the straight edges of the urban form. Low Impact Development techniques were incorporated within the plaza and the adjacent parking lot.

Since the city's initial $2.5 million dollar investment, nearly $7 million of private redevelopment has occurred immediately adjacent to the project.

PROJECT INFORMATION

Orion led planning, design, and public engagement.

Dublin, GA

2017-2019

Client: City of Dublin

Contact: Matthew Bradshaw

bradshawm@dlcga.com

Longleaf Trace Rails to Trails: Hattiesburg to Prentiss (MS)

NEEL-SCHAFFER
Solutions you can build upon

Neel-Schaffer provided engineering design for a 40-mile pedestrian and bicycle path from Hattiesburg to Prentiss. This asphalt trail utilized the railroad bed of a track constructed in the late 1800's because of the booming timber industry of South Mississippi. The trail spans several streams along the route with original railroad bridges which have been upgraded and retrofitted to accommodate pedestrian and bicycle traffic. Much of the existing railroad bed was reconditioned and utilized as a base for the new asphalt surface

City of Hattiesburg, MS





US 49 Landscape Design





Neel-Schaffer provided landscape design services to the Forrest County Board of Supervisors for landscape improvements along an approximately three-mile stretch of US 49 in Hattiesburg, MS.

The project was the culmination of a vision of local stakeholders developed over several years with the assistance of photo simulation visuals, cost estimating, and strategy meetings provided and partially facilitated by Neel-Schaffer. Neel-Schaffer assisted the County with an application for funding using the Transportation Alternatives Program administered by MDOT, which provided approximately 80% of the project funding.

Neel-Schaffer also assisted with an effort to raise the additional 20% local matching funds through local stakeholders such as the City of Hattiesburg, University of Southern Mississippi, Forrest General Hospital, Hattiesburg Clinic, Area Development Partnership (Chamber of Commerce), and the Hattiesburg Convention Commission. The project is currently under construction, under budget and already transforming the views and perception of the Hattiesburg community.

Forrest County, MS

Owner/Client
Forrest County Board of Supervisors

Address
641 Main Street
Hattiesburg, MS 39401

Project Cost
$416,000

Project Size
3.3 Miles

Completion Status
Complete

NEEL-SCHAFFER
Solutions you can build upon

1 Capitol Street Renaissance, Jackson, MS

Phase 1: Neel-Schaffer managed a program that included funding, design, and construction engineering services for a $5.6 million Phase 1 project that transformed Capitol Street in downtown Jackson from a one-way thoroughfare to a **two-lane, two-way street that includes roundabouts, new landscaping, and other traffic-calming features**. Our firm helped accelerate the LPA design process, and through careful monitoring of the unit-priced contract, and timely decision making, we helped bring the project in under budget by $1 million.

RELEVANCE TO THIS PROJECT

- ☑ Enhanced Pedestrian Nodes
- ☑ Enhanced Landscaping
- ☑ Improved Pedestrian Safety and Connectivity
- ☑ Implemented Traffic Control/Calming Measures
- ☑ Bike Routes that Tie into the Existing System
- ☑ Optimized Parking
- ☑ Public/Stakeholder Involvement

Among the improvements: **Urban FHWA mini-roundabouts, improved ADA-compliant sidewalks, a center 6-foot "safety strip" separating the opposing travel lanes, landscaping and lighting improvements**. An extensive study of the project area was conducted by Neel-Schaffer. The process included **involvement with the public along with special interest groups, City officials and developers**. Plans were then developed in a way that considered all traffic needs, enhanced the aesthetics of the area, and provided a detailed traffic control strategy that allowed for the project to be built while traffic continued during the construction phase. The project included modifying the cross section of the street to widen sidewalks and resurfacing the roadway for a four-block area of Capitol Street. Sidewalks were widened to accommodate pedestrians and outdoor areas for cafes. Instead of crosswalks and traffic signals at each corner, three low-impact roundabouts provide traffic calming, while crosswalks at splitter islands were provided for pedestrian needs.



1 Capitol Street Renaissance, cont.

Early in the design phase, Neel-Schaffer was asked to complete the plans earlier than required in the contract in order to utilize federal funding, which could have been withdrawn. The plans were completed approximately 18 months early, including all MDOT LPA reviews and approvals. Neel-Schaffer managed a parallel program during the reconstruction, modifying the JRA parking garage to remove the garage ramps on Capitol Street and reconstruct them on Farish Street. Coordination with the two programs, and the lease holder and tenants, was imperative to the success of the programs.











Fourth Street Improvements

NEEL-SCHAFFER
Solutions you can build upon

Beginning in 2007, Neel-Schaffer was selected to provide design and construction oversight for the Hattiesburg Fourth Street improvement project. Due to increased traffic along the east-west Fourth Street corridor, the project provided much needed roadway improvements for area motorists.

The $5.3 million project was divided into two phases, involving work to widen a two-lane open ditch road into a three-lane curb-and-gutter road with drainage improvements. Phase I involved about a mile of roadway from 25th Avenue to Hutchinson Avenue, and Phase II will continue on to North Street, totaling around 0.3 miles in distance.

For both phases of the project, Neel-Schaffer provided services including a topographic survey, geotechnical investigation, cultural resource survey, and coordination with utility companies for relocation of existing utilities. Neel-Schaffer has also provided final design of Phase I plans and specifications and construction oversight.

Along with final striping and signage, the Phase I and Phase II of the project will total 1.3-miles of constructed sidewalk. This will provide pedestrian access along Fourth Street, a safety enhancement feature that greatly benefited children of the Hutchinson Street area who walked to school.

Phase II, scheduled to begin construction in 2016, will take in the designated Historic District of Downtown Hattiesburg. Once Phase II is complete, the project will provide 1.2 miles of sidewalk.

Funding for this project was provided by MDOT, with matching funds from the City of Hattiesburg.

Hattiesburg, MS

Role
Prime

Construction Cost/ Completion Dates

Phase I: Preliminary Engineering was completed in August 2012

Phase II: Preliminary Engineering began 11/2009.

Preliminary Engineering was completed 4/2015

Phase I: Preliminary Engineering - $153,299.22

Phase I: Construction Engineering - $495,317.16

Phase II: Preliminary Engineering - $231,000

Phase II: Construction Engineering - $144,061.02

Phase I: Construction Cost - $3,052,450.46

Phase II: Estimated Construction Cost - $1,200,000

Phase I was completed in July 2014







Hattiesburg (MS) Comprehensive Plan

Neel Schaffer was selected to prepare a new Comprehensive Plan for the City of Hattiesburg in 2007. At that time, the South Mississippi city, home to the University of Southern Mississippi, had an estimated population of nearly 52,000 people. Along with many historic neighborhoods, Hattiesburg had tremendous redevelopment downtown and growth in its western perimeter; city leaders felt it was time for a comprehensive plan to guide future development.

City of Hattiesburg, MS

Completion Date
2008

Contract Amount
$150,000



Neel-Schaffer developed the plan over an 18-month period, embracing a grassroots planning process. Visioning sessions, focus group meetings and neighborhood workshops were held to encourage maximum participation by citizens. Vision statements were formulated to serve as the foundation for decision-making in the following categories:

- Community identity & appearance
- Economy
- Historic preservation
- Healthcare
- Education
- Housing & neighborhoods
- Arts, entertainment & culture
- Natural environment
- Business and services
- Downtown transportation
- Public services
- Utilities & technology
- Parks, sports & recreation
- Public Safety

Neel-Schaffer identified a number of key concerns, including the need for beautification of gateway corridors, further enhancement of the downtown, revitalization of older neighborhoods and infrastructure needs, such as storm-water management, water and wastewater systems.

The final plan was adopted by the City Council in 2008, containing a thorough analysis of demographic trends, existing land use and recommendations for future land use policies. The plan also included an inventory and description of public facilities and infrastructure. As a result of the comprehensive plan, Hattiesburg will be better prepared for the future in a constantly evolving environment.

Bicycle and Pedestrian Master Plan
USM Hattiesburg (MS)

NEEL-SCHAFFER
Solutions you can build upon

University of Southern Mississippi (USM) Hattiesburg

Neel-Schaffer was selected to provide planning and conceptual design services for the development of a Bicycle and Pedestrian Master Plan for the USM campus in Hattiesburg.



The plan consisted of four major components, beginning with the evaluation of prior planning documents such as the Campus Master Facilities Plan, Hattiesburg Midtown Master Plan (redevelopment plan for an adjacent land use), Pine Belt Pathways Progress Report (regional report on the need for more pedestrian and bicycle infrastructure), previous Bicycle and Pedestrian Master Plan (completed in 1999 and almost fully implemented) and the Campus Traffic Plan. An intense inventory and analysis of pedestrian and bicycle infrastructure on campus was the next component. A photographic inventory of campus was created, and input was gathered during meetings with the campus bicycle and pedestrian committee, which included students, faculty, and other key stakeholders from the campus community. Neel-Schaffer used the vital information gathered and analyzed from the first two components to develop the overall design of bicycle and pedestrian improvements on campus. These improvements were developed into an overall plan, larger district plans and support graphics. These components were then incorporated into a draft document format with support text. The final task was to present the draft document and provide any revisions necessary.

The final document provides a comprehensive roadmap for future development of bicycle and pedestrian infrastructure on campus. It provides the basis for a campus that is designed for the safety, experience and convenience of a cyclist or pedestrian and provides for stronger connections to adjacent land uses and pedestrian infrastructure.





Mississippi State University Westside Master Plan

NEEL-SCHAFFER
Solutions you can build upon

Teaming with Sasaki Architects, PC, Neel-Schaffer developed Master Plan Updates for the Main Campus of MSU and the Westside of campus that has experienced a good deal of growth in the last several years. Neel-Schaffer analyzed the existing Parking, Vehicular Circulation, Mutlimodal Transportation, Utilities and Stormwater, and Landscape conditions and made recommendations based on goals and objectives set by the University. Each section took into account past trends and recent growth to look forward. The plans purpose is to create safer transportation, mitigate traffic congestion, anticipate ample parking, provide adequate and reliable utility services, and preserve and enhance campus landscapes.

RELEVANCE TO THIS PROJECT

- ☑ Enhanced Pedestrian Nodes
- ☑ Enhanced Landscaping
- ☑ Improved Pedestrian Safety and Connectivity
- ☑ Implemented Traffic Control/Calming Measures
- ☑ Optimized Parking

City of Starkville, MS

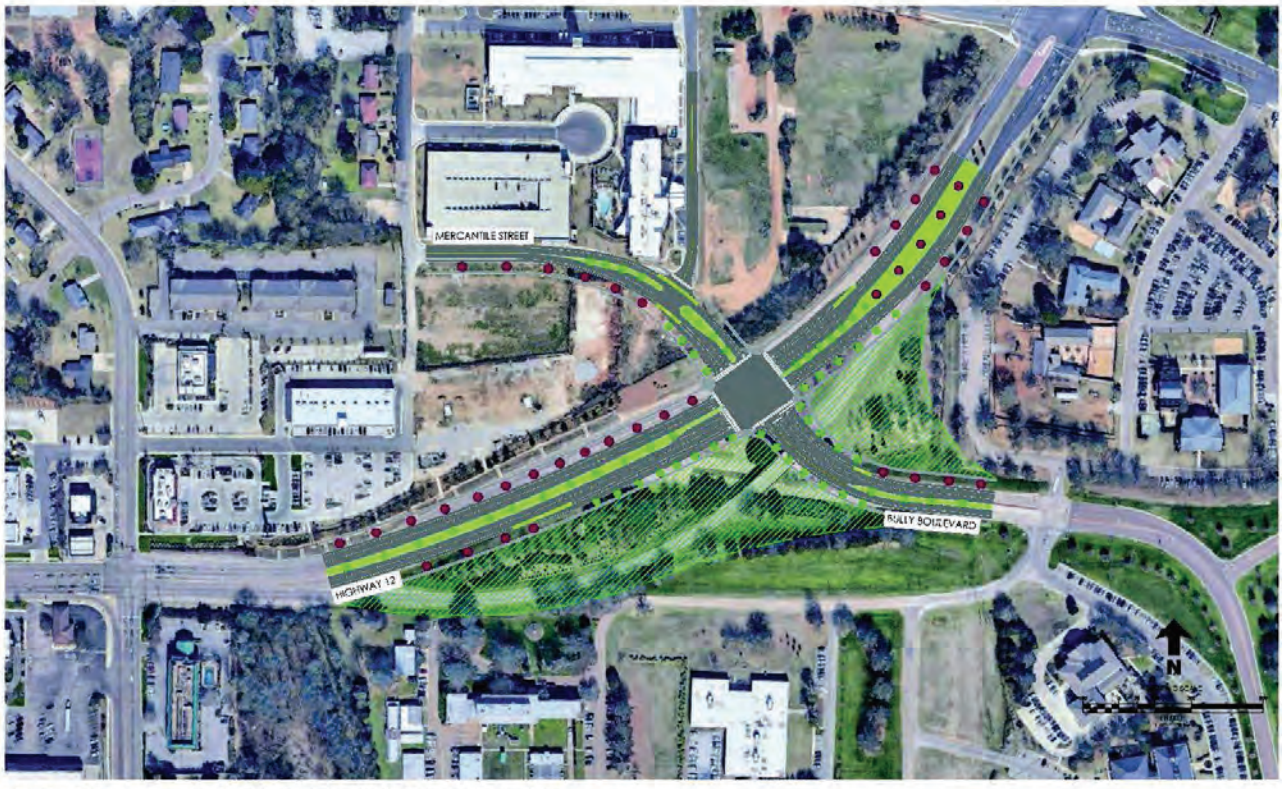
Role
Transport. Sub to Sasaki

Project Initiated
January 2021

Scheduled Completion Date
February 2022

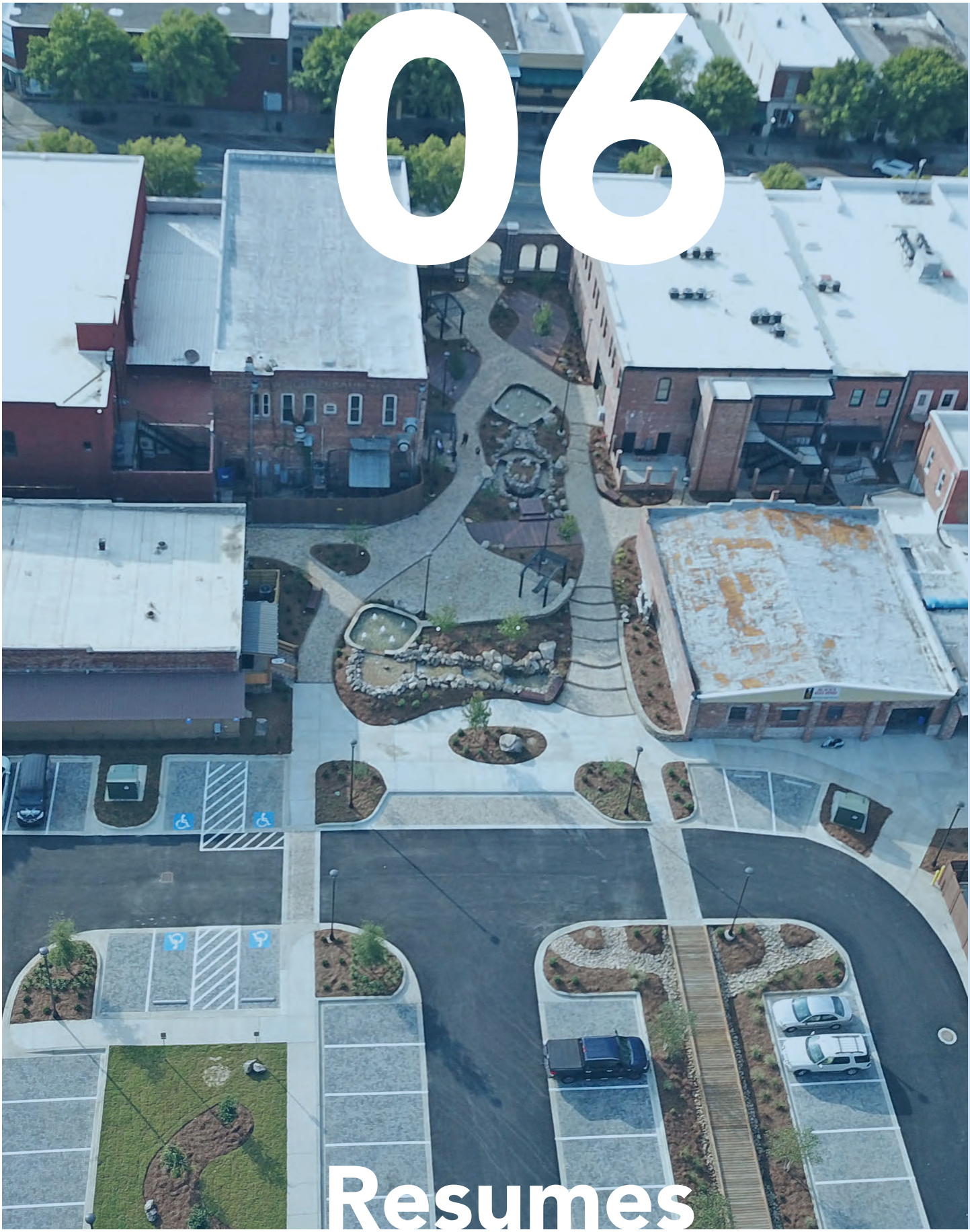
Completion Date
-

Construction Cost
$51,200



HIGHWAY 12 & BULLY BOULEVARD CONCEPT
REALIGNMENT EXHIBIT

MISSISSIPPI STATE UNIVERSITY



06

Resumes

BOB BARBER
PARTNER, FAICP

ORION
PLANNING+DESIGN



Bob has over 30 years of experience in planning and community development at the regional, county, and municipal levels including substantial practice with private sector development. He has served as a teacher and mentor at the university level, as an advocate for disadvantaged and minority communities in both professional and private life, created successful private/public partnerships for redevelopment, and successfully implemented nationally recognized and award winning place making principles.

PROFESSIONAL EXPERIENCE

PARTNER — ORION PLANNING & DESIGN
Hernando, MS, 2011 to date

PRINCIPAL — ROBERT L. BARBER & ASSOCIATES
Hernando, MS, 1986 – 2012

DIRECTOR OF PLANNING — HERNANDO, MS
Retired 1996 – 2012

DEPUTY DIRECTOR OF PLANNING — DESOTO COUNTY, MS
DeSoto County, MS, 1988 – 1996

REGIONAL PLANNER — NORTH DELTA PLANNING & DEVELOPMENT DISTRICT
Clarksdale, MS, 1984 – 1986

EDUCATION

MASTER OF URBAN AND REGIONAL PLANNING
University of Mississippi

BACHELOR OF ARTS, MAJOR IN PHILOSOPHY AND RELIGION
University of Mississippi

ACTIVITIES, AFFILIATIONS, AWARDS

REGION III COMMISSIONER–AMERICAN INSTITUTE OF CERTIFIED PLANNERS

MEMBER–AICP COLLEGE OF FELLOWS & PAST CHAIR

PAST CHAIR–APA CHAPTER PRESIDENTS COUNCIL

MISSISSIPPI APA - BEST PLAN AWARD 2017
Brandon Comprehensive Plan, Brandon, MS

MISSISSIPPI APA - BEST PLAN AWARD 2017
Brandon Comprehensive Plan, Brandon, MS

MISSISSIPPI APA - BEST PLAN AWARD 2013
Brandon Downtown Plan, Brandon, MS

2013 AMERICAN INSTITUTE OF CERTIFIED PLANNERS AWARD FOR EXCEPTIONAL PRACTICE

MISSISSIPPI'S LIVABLE CITY AWARD FOR OUTSTANDING PLAN IMPLEMENTATION
Hernando, MS, 2000

AMERICAN HOMETOWN LEADERSHIP AWARD, AMERICAN INSTITUTE FOR SMALL TOWNS
Hernando, MS, 1999

RELEVANT PROJECTS

- **DIAMONDHEAD VISION 2040 COMPREHENSIVE PLAN AND DEVELOPMENT CODE**
  Project Director, Diamondhead, MS
- **NEW ALBANY NEXT COMPREHENSIVE PLAN AND DEVELOPMENT CODE**
  Project Director, Corinth, MS
- **ENVISION CORINTH 2040 COMPREHENSIVE PLAN AND DEVELOPMENT CODE**
  Project Director, Corinth, MS
- **PLAN PASCAGOULA COMPREHENSIVE PLAN**
  Project Director, Pascagoula, MS
- **PLAN BRANDON COMPREHENSIVE PLAN AND DEVELOPMENT CODE**
  Project Director, Brandon, MS
- **VISION 2037 OXFORD COMPREHENSIVE PLAN AND DEVELOPMENT CODE**
  Project Director, Oxford, MS
- **PLAN DE INTERVENCIÓN URBANA EN ESTACIÓN FINAL DE LÍNEA ROJA, LA TAMBORADA/ BANCO INTERAMERICANO DE DESARROLLO**
  Senior Planner, Cochabamba, Bolivia
- **BRANDON DOWNTOWN MASTER PLAN**
  Project Director, Brandon, MS
- **ESTUDIOS BASE PARA LA IMPLEMENTACIÓN DEL PROYECTO PILOTO DE TRICICLOS ELÉCTRICOS PARA EL TRANSPORTE SOCIAL, DE CARGA Y PÚBLICO DE PASAJEROS**
  Senior Planner, San Juan Comalapa, Guatemala

TEACHING

- **LAND USE PLANNING LECTURER–CERTIFIED MUNICIPAL OFFICIALS INSTITUTE**
  Mississippi Municipal League, 1999 to present.
- **DESIGNED AND WROTE CURRICULUM USED IN TRAINING OVER 1000 MUNICIPAL MAYORS AND BOARD MEMBERS IN PLANNING AND COMMUNITY DEVELOPMENT.**
- **ADJUNCT PROFESSOR OF CITY AND REGIONAL PLANNING–UNIVERSITY OF MEMPHIS**
  School of Urban Affairs and Public Policy, Graduate Program in City and Regional Planning

919 Getwell Road,
Hernando, MS 38632

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BERT KUYRKENDALL
PARTNER, AICP, PE

ORION
PLANNING+DESIGN



Bert has over 25 years of experience in muncipical, county and land development planning and design, working in both the public and private sectors. As a consultant he specializes in project management and deliery for planning projects, has extensive experience in public presentations, leading charrette excercies, and developing and managing project critical path processes. As a planner and engineer, Bert is able to bring a balanced approach to land planning and transportation/infrastructure planning and implementation projects.

PROFESSIONAL EXPERIENCE

PARTNER–ORION PLANNING + DESIGN
Chattanooga, TN, 2021 -

BIRMINGHAM DEPARTMENT OF TRANSPORTATION
TRANSPORTATION DESIGN MANAGER
Birmingham, AL, 2020-2021

MŌD TRANSPORTATION CONSULTING
PRINCIPAL ENGINEER AND PLANNER
Chattanooga, TN, 2019 - 2021

GRESHAM SMITH
SENIOR ENGINEER AND PLANNER
Chattanooga, TN, 2017 - 2019

CHATTANOOGA DEPARTMENT OF TRANSPORTATION
CITY TRANSPORTATION ENGINEER
Chattanooga, TN, 2013 - 2017

CITY OF HATTIESBURG
CITY ENGINEER
Hattiesburg, MS, 2009 – 2013

EDUCATION

BS IN CIVIL ENGINEERING
Mississippi State University

BS IN MATHEMATICS
Belhaven University

ACTIVITIES AND AFFILIATIONS

NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS
Licensed Professional Engineer

AMERICAN PLANNING ASSOCIATION

AMERICAN INSTITUTE OF CERTIFIED PLANNERS
Certified Planner

CONGRESS FOR THE NEW URBANISM
CNU Accredited

RELEVANT PROJECTS

- DAHPNE COMPREHENSIVE PLAN
  Planner and Engineer, Daphne, AL, current
- DIAMONDHEAD COMPREHENSIVE PLAN
  Planner and Engineer, Diamondhead, MS, current
- NEW ALBANY COMPREHENSIVE PLAN
  Planner and Engineer, New Albany, MS, 2019-2020
- TUSCALOOSA TRANSPORTATION STANDARDS
  Project Lead, Tuscaloosa, AL, current
- WHITE-HARDEE BOULEAVRD CORRIDOR PLAN
  Planner and Engineer, Hardeeville, SC, 2019-2020
- MISSISSIPPI MAIN STREET ENVISION CONNECT
  Planner and Engineer, Various Towns, 2021
- GREENWAY/BIKEWAY MASTER PLAN
  Planning Lead, Pigeon Forge, TN, 2018-2019
- TITUSVILLE NEIGHBORHOOD GREENWAY
  Project Engineer and Planner, Birmingham, AL, 2021
- HANCOCK COUNTY CORRIDOR PLAN
  Planner and Engineer, Hancock County, MS, current
- NORTH AVENUE COMPLETE STREET
  Design Lead, Atlanta, GA, 2018-2019
- COMPLETE STREET IMPLEMENTATION PLAN
  Project Lead, Chattanooga, TN, 2014-2016
- NOLENSVILLE MAJOR THOROUGHFARES PLAN
  Planner and Engineer, Nolensville, TN, current
- DOWNTOWN MASTER PLAN
  Transportation Planner, Middlebury, VT, 2019-2020
- COUNTYWIDE BIKE AND PEDESTRIAN PLAN
  Project Engineer, Jackson County, MS , 2018-19
- MLK BOULEVARD COMPLETE STREET RETROFIT
  Project Engineer, Chattanooga, TN, 2015-2016
- BROAD STREET PROTECTED BIKE LANES
  Project Administrator, Chattanooga, TN 2014-2015
- CORRIDOR AND COMPLETE STREET PLAN
  Planner and Engineer, Manchester and Tullahoma, TN 2017-2018

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RON SLADE
PARTNER, ASLA

ORION
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Ron has more than 25 years of experience in Land Planning, Landscape Architectural Design and Construction experience. He has managed the design, planning, permitting and construction of many multidisciplined projects, planned communities, resort projects, mixed use developments, commercial, education, health care and transportation projects at significant scales and scopes throughout his career. Ron has worked in a multi-disciplinary environment for most of his career.

PROFESSIONAL EXPERIENCE

PARTNER — ORION PLANNING & DESIGN
St. Simons Island, GA, 2020

OWNER — SLADE+BEAL DESIGN
Bozeman, MT

OWNER — BECHTLE SLADE
Bozeman, MT

PRINCIPAL — CTA ARCHITECTS
Bozeman, MT

PLANNING DIRECTOR — HOK
Houston, TX

EDUCATION

UNIVERSITY OF GEORGIA
Bachelor of Landscape Architecture

RELEVANT PROJECTS

- **NORTH 40 MIXED-USE DEVELOPMENT**
  Ennis, MT
  Lead the conceptual master planning and design guidelines of this 40-acre mixed-use development.

- **YELLOWSTONE PRESERVE**
  Big Sky, MT
  Lead the conceptual master planning and entitlements for this large lot, 160-acre high-end residential community through entitlements and conceptual design of the care takers residence and sales center.

- **BIG SKY TOWN CENTER PLANNED UNIT DEVELOPMENT**
  Big Sky, MT
  Lead master planning, design guidelines, architectural and site design review. His firm designed several commercial buildings and did all of the urban design, common area site design, park design, entry monument, music pavilion and overall signage. 11 years of work within this project. 165 acres

RELEVANT PROJECTS

- **BIG SKY RESORT MOUNTAIN VILLAGE**
  Big Sky, MT
  Lead the master planning and design guidelines for the ski village as well as several residential neighborhoods. Lead the urban design and construction of the central skier plaza. Also, completed the entitlements and approvals for the total build out of the master plan with Gallatin and Madison counties. 11 years of work within project.

- **PIONEERS CROSSING**
  Manhattan, MT
  Lead the conceptual master planning and entitlements for this 40-acre residential community through permitting and city entitlements. Lead the design and construction documents for $400,000 entry feature, designed the central park and provided design guidelines and architectural review for proposed builders.

- **COWDRY TOWERS MIXED-USE DEVELOPMENT**
  Bozeman, MT
  Lead master planning and conceptual architectural design for over 1,000,000 sf of mixed-use space. Lead urban design and permitting with the City of Bozeman.

- **WINCHESTER RANCH MIXED-USE DEVELOPMENT**
  Bozeman, MT
  Lead the conceptual master planning and design guidelines of this 40-acre mixed-use development and preliminary permitting.

- **IBM TIVOLI CORPORATE CAMPUS**
  Austin, TX
  Lead conceptual master planning and landscape architectural design for 250,000 sf of new buildings in a campus master plan. Designed the common spaces and campus landscape architecture for over $2,000,000 in site improvements and water feature.

- **CITY OF HOUSTON LIGHT RAIL CORRIDOR**
  Houston, TX
  Lead the urban design and landscape architecture for this 7.6 mile light railway corridor from the Houston Livestock Arena to Downtown and provided 35% construction documents.

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St. Simons Island, GA 31522

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ALLISON MOUCH
PARTNER, AICP

ORION
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Allison has fourteen years of professional planning and design experience in the public, private and non-profit sectors. Her areas of specialization include comprehensive plans, public engagement, code development, project management, mapping, and analysis, with a focus on collaboration as a means of achieving positive outcomes. Allison has wide-ranging experience working with private developers and public clients on forward-thinking land use and design solutions, fostering meaningful partnerships that result in sound policy and planning decisions.

PROFESSIONAL EXPERIENCE

PARTNER — ORION PLANNING & DESIGN
Missoula MT, 2016 - present

COMMUNITY PLANNING BUREAU CHIEF — MONTANA DEPARTMENT OF COMMERCE
Helena, MT, 2012-2016

PLANNER II — FLATHEAD COUNTY PLANNING & ZONING
Kalispell, MT, 2008-2012

ASSOCIATE — INSTITUTE FOR ENVIRONMENTAL NEGOTIATION
2007-2008

LAND PLANNER — EQUESTRIAN SERVICES, LLC
Charlottesville, VA, 2006-2008

PLANNING CONSULTANT — METROPARKS OF THE TOLEDO AREA
2005-2006

EDUCATION

MASTER OF URBAN & ENVIRONMENTAL PLANNING
University of Virginia

BACHELOR OF ARTS IN ARCHITECTURE
Miami University (OH)

PUBLICATIONS

LAND USE PLANNING IMPACTS IN EASTERN MONTANA
Montana Policy Review, Fall 2012

BUILDING SUSTAINABILITY FROM THE GROUND UP
Graduate Thesis, 2007-2008

DESIGNING FOR THE HOMELESS AND THE HOME HOUSE PROJECT
Journal of Architectural Education, 2005

SPEAKING

Allison has spoken at numerous state and regional conferences over the years, including Montana, Idaho, Mississippi and Alabama state planning chapter conferences, the Western Planner, and the Montana Downtown Conference. She has presented at National Planning Conferences in Las Vegas (2008), Chicago (2013), Atlanta (2014), and San Francisco (2019), and has been a panelist on webinars hosted by the American Planning Association on fracking and energy development in the west in 2013/2014.

RELEVANT PROJECTS

- **TWIN FALLS CO. COMPREHENSIVE PLAN AND DEVELOPMENT CODE UPDATE**
  Project Director
- **BUTTE-SILVER BOW CO. GROWTH POLICY UPDATE**
  Project Director
- **NIOBRARA CO. COMPREHENSIVE PLAN**
  Project Co-Director
- **MISSOULA CO. FUTURE LAND USE MAP OUTREACH FACILITATION**
  Project Director
- **NEW ALBANY NEXT COMPREHENSIVE PLAN**
  Project Team
- **GROW WEST MEMPHIS COMPREHENSIVE PLAN**
  Project Team
- **ENVISION DIAMONDHEAD COMPREHENSIVE PLAN**
  Project Team
- **SHERIDAN CO. COMPREHENSIVE PLAN UPDATE**
  Project Team
- **OCONEE CO. COMPREHENSIVE PLAN UPDATE**
  Project Team
- **ENVISION CORINTH 2040 COMPREHENSIVE PLAN AND CODE UPDATE**
  Project Team

ACTIVITIES, AFFILIATIONS, AWARDS

- **AMERICAN PLANNING ASSOCIATION**
- **AMERICAN INSTITUTE OF CERTIFIED PLANNERS**
- **APA WESTERN CENTRAL CHAPTER**
  President, 2014 - 2017
- **MONTANA ASSOCIATION OF PLANNERS**
  Board Member, 2013 - present
- **LEADERSHIP HELENA**
  2015-2016
- **CITY OF HELENA ZONING COMMISSION**
  Member, 2014 - 2016
- **HEALTHY COMMUNITIES COALITION**
  Plan4Health Team Lead, Lewis & Clark County
- **HELENA WOMEN'S STEM ROUNDUP**

1105 Village Way
Missoula, MT 59802

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allison@orionplanningdesign.com

OLIVER SEABOLT
PARTNER

ORION
PLANNING+DESIGN



Oliver has more than 19 years of combined experience in landscape architecture, urban design, and real estate. He has extensive experience in the design, management, and implementation of complex domestic and international projects of varying scales. Working closely with both public and private entities, he has successfully led planning, design, and real estate development projects throughout his career. His unique multi-disciplined skill set is instrumental in providing innovative and implementable solutions for challenging projects.

PROFESSIONAL EXPERIENCE

PARTNER — ORION PLANNING & DESIGN
St. Simons Island, GA, 2015-

SENIOR DESIGNER — ALTA PLANNING + DESIGN
St. Simons Island, GA, 2012-2015

ASSOCIATE — SWA GROUP
Los Angeles, CA, 2010-2012

PRINCIPAL — SEABOLT ASSOCIATES
Atlanta, GA, 2003-2010

PROJECT MANAGER — HARGREAVES ASSOCIATES
San Francisco, CA, 2001-2002

PROJECT MANAGER — REECE, HOOPES, & FINCHER
Atlanta, GA, 1997-1999

EDUCATION

HARVARD UNIVERSITY
Post-Professional Master in Landscape Architecture

UNIVERSITY OF GEORGIA
Bachelor of Landscape Architecture

ACTIVITIES AND AWARDS

COMMISSIONER - ISLANDS PLANNING COMMISSION
Glynn County, GA, 2012 - 2015

VISITING REVIEW CRITIC
USC School of Architecture, 2011

VISITING CRITIC IN LANDSCAPE ARCHITECTURE
Harvard University Career Discovery, 2001

MISSISSIPPI APA - BEST PLAN AWARD 2013
Brandon Downtown Plan, Brandon, MS

MISSISSIPPI APA - BEST PLAN AWARD 2017
Brandon Comprehensive Plan, Brandon, MS

ALABAMA APA - BEST PLAN AWARD 2017
West Side Master Plan, Madison, AL

MISSISSIPPI MAIN STREET ASSOCIATION - 2019 BEST ECONOMIC RECRUITMENT AWARD
Rehabit Downtown, Greenwood, MS

RELEVANT PROJECTS

- **BROWNFIELD REDEVELOPMENT 'REHABIT' PROJECT**
  Greenwood, MS
- **DIAMONDHEAD COMPREHENSIVE PLAN**
  Diamondhead, MS
- **DIAMONDHEAD TOWN CENTER FORM BASED CODE**
  Diamondhead, MS
- **PASCAGOULA DOWNTOWN REDEVELOPMENT PLAN**
  Pascagoula, MS
- **PASCAGOULA COMPREHENSIVE PLAN**
  Pascagoula, MS
- **DIAMONDHEAD TOWN CENTER FORM BASED CODE**
  Diamondhead, MS
- **PASS CHRISTIAN URBAN RENEWAL PLAN**
  Pass Christian, MS
- **BRANDON DOWNTOWN PLAN**
  Brandon, MS
- **DOWNTOWN REVITALIZATION MASTER PLAN**
  Springdale, AR
- **DOWNTOWN PARKING AND OPEN SPACE PLAN**
  Dublin, GA
- **BRANDON COMPREHENSIVE PLAN AND DEVELOPMENT CODE**
  Brandon, MS
- **OXFORD COMPREHENSIVE PLAN & CODE**
  Oxford, MS
- **CORINTH COMPREHENSIVE PLAN & CODE**
  Corinth, MS
- **SHANGHAI DISNEYLAND - RETAIL, DINING, & ENTERTAINMENT DISTRICT**
  Shanghai, China
- **SANTANA ROW MIXED-USE DEVELOPMENT**
  San Jose, CA
- **PISMO BEACH SHELL BEACH ROAD STREETSCAPE**
  Pismo Beach, CA
- **VIDALIA TOWN CENTER**
  Vidalia, LA

116 Cater Street,
St. Simons Island, GA 31522

404.933.0143

oliver@orionplanningdesign.com

CAROL RHEA
PARTNER, FAICP

ORION
PLANNING+DESIGN



Carol has 30+ years of experience in public and private sector planning positions. In addition to private consulting, she spent more than 15 years working in municipal, county, regional, and state government, managing increasingly complex programs involving current and long range planning, community development, code enforcement, building inspections and solid waste. She served APA in various roles and is past president of the 45,000-member association. Carol is a certified planner and Fellow of AICP.

PROFESSIONAL EXPERIENCE

PARTNER–ORION PLANNING + DESIGN
Huntsville, AL, 2011 -

PRESIDENT–RHEA CONSULTING
Shelby, NC, 2001-2011

ASSISTANT DIRECTOR–PLANNING AND DEVELOPMENT SERVICES
York County, SC, 2008 - 2009

DIRECTOR–PLANNING AND DEVELOPMENT
City of Monroe, NC, 1996 - 2001

COMMUNITY DEVELOPMENT PLANNER–NC DEPARTMENT OF COMMERCE
Division of Community Assistance, Winston-Salem, NC
1987 – 1996

REGIONAL PLANNER–SOUTHWEST FLORIDA REGIONAL PLANNING COUNCIL
Fort Myers, FL, 1985 - 1987

EDUCATION

MA IN GEOGRAPHY
University of North Carolina - Charlotte

BS IN EARTH SCIENCE
University of North Carolina - Charlotte

POST-GRADUATION TRAINING AND COURSEWORK
University of North Carolina - Chapel Hill

ACTIVITIES AND AFFILIATIONS

PAST-PRESIDENT–AMERICAN PLANNING ASSOCIATION
2015-2017

BOARD OF DIRECTORS–AMERICAN PLANNING ASSOCIATION
2004-2012, 2014-2018

AMERICAN INSTITUTE OF CERTIFIED PLANNERS–COLLEGE OF FELLOWS

AL & SC–AMERICAN PLANNING ASSOCIATION

NC LID CERTIFIED PROFESSIONAL, #061

BOARD OF DIRECTORS–HISTORIC SHELBY FOUNDATION
Shelby, NC, 2001-2007

SHELBY NC PLANNING AND ZONING BOARD
2004-2007

RELEVANT PROJECTS

- MAUI COUNTY HI ZONING CODE REWRITE
  Project Lead, ongoing
- EVANSVILLE/VANDERBURGH COUNTY IN UDO REWRITE
  Principal Planner, ongoing
- CITY OF MADISON AL ZONING CODE UPDATE
  Project Director, ongoing
- TWIN FALLS COUNTY ID COMPREHENSIVE PLAN UPDATE
  Principal Planner, 2020
- GREENVILLE COUNTY SC COMPREHENSIVE PLAN
  Principal Planner, 2019
- MISSOULA COUNTY MT CODE AUDIT/REWRITE
  Principal Planner, 2019-20
- ESTUDIOS BASE PARA LA IMPLEMENTACIÓN DEL PROYECTO PILOTO DE TRICICLOS ELÉCTRICOS PARA EL TRANSPORTE SOCIAL, DE CARGA Y PÚBLICO DE PASAJEROS
  Principal Planner, San Juan Comalapa, Guatemala, 2019
- ENVISION CORINTH 2040 COMPREHENSIVE PLAN + CODE UPDATE
  Principal Planner, 2018
- PLAN DE INTERVENCIÓN URBANA EN ESTACIÓN FINAL DE LÍNEA ROJA, LA TAMBORADA/ BANCO INTERAMERICANO DE DESARROLLO
  Principal Planner, Cochabamba, Bolivia, 2018
- KENTON COUNTY ZONING CODE AUDIT AND MODEL CODE
  Principal Planner, Kenton County, Kentucky, 2019
- BELMONT NC COMPREHENSIVE LAND USE PLAN
  Project Director, 2017-18
- MAUI COUNTY HI ZONING CODE AUDIT
  Project Director, 2017-18
- WESTSIDE MASTER PLAN
  Project Director, Madison, AL, 2016

SPEAKING

Carol has spoken at numerous state, regional, national and international conferences hosted by APA, AIA, ASLA, National League of Cities, leagues of municipality, the NC Bar Association, the Royal Town Planning Institute, the Planning Institute of Australia, Hong Kong University of Science and Technology, the Ministry of Housing and Urban and Rural Development, Zhejiang University, and the Shandong Provincial Land and Resource Bureau among others.

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Jacksonville, FL 32207

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Russ Bryan, ASLA

NEEL-SCHAFFER
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Registrations

Registered Landscape Architect No. 518 Mississippi State Board of Architecture, Louisiana No.699, Alabama No.768, Texas No. 3064, South Carolina LAS 1361

Education

Bachelor of Landscape Architecture, Mississippi State University, 2002

Professional History

Mr. Bryan joined Neel-Schaffer in 2007 and has 18 years of experience in planning, design and construction projects for public and private clients.

He is a Vice President with the firm and serves as discipline leader for Landscape Architectural services. His experience includes planning and placemaking for urban corridors, streetscapes, bike/pedestrian networks, event spaces, and parks. Mr. Bryan also has experience in creating plans for office parks, residential subdivisions, and detailed site analysis and assessment. These projects created spaces that are functional, attractive, compatible with the natural environment, and safe for all modes of transportation including bicycle, pedestrian, and vehicular.

Mr. Bryan has also served as an advocate for downtown redevelopment, cycling, hiking and blueways through his involvement with the Hattiesburg Downtown Association and Piney Woods Conservation Group.

Related Experience

Downtown Traffic Study and Master Plan, Hattiesburg, MS: Created master streetscape plan for downtown area. Proposed improvements consist of conversion of one-way streets to two-way, street trees, decorative paving, crosswalk, traffic calming, intersection bulb-outs and landscape improvements.

Hernando (MS) Bicycle and Pedestrian Master Plan: Project Manager. Led the team to create a citywide Bicycle and Pedestrian Master Plan. Previous studies and planning efforts were analyzed and documented within the plan. Community input was gathered through the formation of a Stakeholder Group. This input, along with a thorough investigation of the existing nodes of activity, opportunities, constraints and bicycle and pedestrian infrastructure, provided the inventory and analysis portion of the plan. A comprehensive bicycle and pedestrian network plan was developed with visual exhibits to provide graphical support. Phasing and budget plans were developed to provide a guide for the City's implementation of the plan.

City of Tuscaloosa (AL) Riverwalk Masterplan Update: Project Landscape Architect. Neel-Schaffer was contracted to update the approved 2003 Riverwalk Master Plan for approximately 13 miles of riverwalk/greenway along the Black Warrior River. The Riverwalk consists of a pedestrian/bicycle corridor that will parallel the Black Warrior River and connect the major features that are either existing and/or proposed in this Plan. The Riverwalk will be located on both the north and south side of the Black Warrior River. The master Plan will be updated to denote the phases of the Riverwalk that have been constructed on the south side of the Black Warrior River since the approval of the 2003 Master Plan. The update includes an executive summary of the study and findings, detailed field analysis of the corridor, stakeholder meetings and public input sessions along with coordination meetings with the City and the Consultant Design Team.

University of Southern Mississippi Front Landscape Restoration, Hattiesburg, MS: Provided conceptual design, construction plans and construction administration for the rehabilitation of the area of campus damaged by a tornado on February 10, 2013. Also provided support materials for administration review and approval, as well as material to support the private fundraising effort. Improvements included the development of multiple plaza spaces, honor wall, pedestrian bridge replacement, landscape and irrigation design.

Old Trace Park Urban Stormwater Demonstration Project For Water Quality Improvements, Ridgeland, MS: Created plans and specs to retrofit storm water quality improvements to the parking lot at Old Trace Park. Best management practices included recessed parking lot islands and rain gardens to capture and treat storm water prior to entering Ross Barnett Reservoir.

Campus Pedestrian & Bicycle Master Plans, University of Southern Mississippi, Hattiesburg Main Campus and Gulfpark Long Beach Campus: Created a master plan for the development of additional bicycle and pedestrian improvements throughout campus and within the adjacent land uses. The process included documentation of input from various members of the campus community, review of prior related planning documents, conceptual design of bicycle and pedestrian improvements, a phasing plan, and cost estimates.

Gordons Creek Master Plan, Hattiesburg, MS: Provided preliminary engineering, feasibility analysis, cost estimating, and a landscape maintenance schedule for the Gordon's Creek Linear Park Master Plan.

Highway 49 Landscape Improvements: Project Landscape Architect. Project funded by MDOT that included design and preparation of construction plans and specifications and construction engineering & inspection. Project consisted of landscaping from the Convention Center to William Carey along Highway 49.

Michael Essary, PE



Registrations

Professional Engineer: Mississippi, 11856

Education

Bachelor of Science, Civil Engineering, Mississippi State University, 1988

Professional History

Mr. Essary joined Neel-Schaffer in 1996 and has more than 30 years of experience in the engineering field, working as a Project Engineer and/or Project and Client Manager on a wide variety of civil site, roadway and transportation projects.

Mike has 25 years of management experience, and for many years he served as the Engineer Manager for Neel-Schaffer's Pine Belt Region, overseeing the Hattiesburg and Laurel offices. Now based in the Central Mississippi Region, Mike splits his time between the firm's Jackson, Madison and Vicksburg office, overseeing a variety of projects for clients that include counties, municipalities, schools and state and federal organizations.

As a Project and Client Manager, Mike listens to clients to understand the needs and challenges of their projects and then works closely with them to develop solutions that fit within budget and timelines. Mike takes great pride in developing a project from the conceptual stage through construction. He has a thorough knowledge of the various permitting processes most projects must go through, and he has extensive experience working with local, state and federal officials.

Related Experience

US 49 from Camp Shelby to US 98, Hattiesburg, MS: Project included reconstructing/widening the inside and outside shoulder and slopes along US 49. The project included: improvement of the vertical alignment at selected locations; shifting or closing median crossovers that did not meet the required sight distance and spacing requirements; installation of guardrails along the outside shoulders in areas where slope criteria could not be achieved within the existing right-of-way; and the replacement of a traffic signal and the addition of modern ITS elements. Neel-Schaffer needed just five months to complete design and deliver plans for this 3.5-mile, $10 million highway safety construction project for the MDOT.

Americans with Disabilities Act (ADA) Transition Plan – City of Hattiesburg, MS: This project included a survey of existing pedestrian infrastructure and development of an implementation plan. Compliance of existing infrastructure was determined and a phased approach to compliance was developed. The report outlines administrative steps that need to be taken by the city to be compliant with ADA regulations as well as annual costs for bringing pedestrian infrastructure into compliance. The program develops milestones for the City that will ensure ADA compliance within 15 years.

Gordon's Creek Park Master Plan, Hattiesburg (MS) Historic Downtown District: Worked with a local landscape architect and engineer to develop plans for a linear park along Gordon's Creek. The plan includes special education features that promote and highlight the local history and ecosystem. Landscape elements include overlooks and seating venues near the water's edge. Neel-Schaffer coordinated permitting efforts required for implementation of these ideas with the Army Corps of Engineers and the railroads that would be impacted by implementation. This project also included coordination on the local level with the Urban Development Department and the Floodplain Manager. Neel-Schaffer was also tasked with the development of conceptual engineering drawings to determine feasibility of the plan and to determine right-of-way constraints.

RSMS 35th Street Compound Parking Lot, Camp Shelby (Hattiesburg), MS: Project consisted of a nearly 3 acre concrete parking area that replaces a gravel parking in the 35th Street Compound. Project included installation of 8" thick concrete parking area designed to accommodate various military vehicles, adjusting grade to allow drainage away from buildings, a retaining wall and demolition of existing building ramps.

MDOT District 6 Headquarters Site Plan, Hattiesburg, MS: Project Manager. The project consisted of civil/site design and preparation of construction plans for the site plan for the new District 6 Headquarters building and parking lot. Engineering duties included site grading, storm drainage plan, striping, and signage plan and landscaping plan.

4th Street Improvements, Hattiesburg, MS: Project Manager. Neel-Schaffer provided design and construction oversight for this improvement project. Due to increased traffic along the east-west Fourth Street corridor in Hattiesburg, the project provided much needed roadway improvements and expansion for area motorists. The $5.3 million project was divided into two phases, involving work to widen a two-lane open ditch road into a three-lane curb-and-gutter road with drainage improvements. The project included grading, storm drainage, erosion control, traffic control, ROW acquisition and utility relocation. Phase one involved about a mile of roadway from 25th Avenue to Hutchinson Avenue, and phase two continued on to North Street, totaling around 1.3 miles in distance.

Geoffrey Crosby, PE



Registrations

Professional Engineer: Mississippi 19984

Education

Bachelor of Science, Civil Engineering, Mississippi State University, 2005

Training

Project Engineer

Professional History

Mr. Crosby joined Neel-Schaffer in July 2007 and has over a decade of experience in civil engineering. Mr. Crosby is responsible for the management of projects from the conceptual stages through design. He has worked on projects that were involved with funding agencies such as CDBG, MDOT, FEMA, and NRCS.

He has been responsible for the management of private and publicly funded projects in which he was responsible for developing drawings, cost estimation, and development of contract, bid documents, and technical specifications.

Mr. Crosby has been involved with the design of street and drainage projects, storm water management systems, potable water supply and distribution systems, and wastewater collection.

Related Experience

4th Street Roadway Improvements Phase I: Project Engineer. Project funded by MDOT that included design and preparation of construction plans and specifications and construction engineering & inspection. Project consisted of curb & gutter, drainage improvements, landscaped median, sidewalk, striping and signs, from North 25th Avenue to Hutchinson Avenue.

4th Street Roadway Improvements Phase II: Project Engineer. Project funded by MDOT that included design and preparation of construction plans and specifications and construction engineering & inspection. Project consisted of curb & gutter, drainage improvements, landscaped median, sidewalk, striping and signs, traffic signal from Hutchinson Avenue to North Street.

Lake Byron to Highway 49 Pathway: Project Engineer. Project funded by MDOT that included design and preparation of construction plans and specifications and construction engineering & inspection. Project consisted of a shared use path with lighting at the front of camp.

University of Southern Mississippi Montague Boulevard Pathway Improvements, Hattiesburg, MS: Project Engineer. Project funded by the Mississippi Department of Transportation that includes the design and preparation of construction plans and specifications and construction engineering and inspection. Project consists of a 10-foot shared use path that connects 38th Avenue to Ross Boulevard. This pathway will serve as the main east/west connection on this part of the campus and connects with the new parking lots and Nursing Building. Project also includes lighting.

USM Montague Parking Lot, Hattiesburg, MS: Senior Project Manager. Project funded by DFA that includes the design and preparation of construction plans and specifications and construction engineering and inspection. Project consists of asphalt parking, curb and gutter, drainage/underground detention, sidewalk, lighting, landscape and irrigation.

USM 35th Avenue Parking Lot, Hattiesburg, MS: Senior Project Manager. Project funded by DFA that includes the design and preparation of construction plans and specifications and construction engineering and inspection. Project consists of asphalt parking, curb and gutter, drainage/underground detention, sidewalk, lighting, landscape and irrigation.

USM Montague Roadway Extension, Hattiesburg, MS: Senior Project Manager. Project funded by DFA that includes the design and preparation of construction plans and specifications and construction engineering and inspection. Project consists of asphalt roadway extension of Montague Boulevard and includes on-street parking, curb and gutter, drainage/underground detention, sidewalk, lighting, landscape and irrigation. Project also included the demolition of the Printing Center.

Highway 49 Landscape Improvements: Project Engineer. Project funded by MDOT that included design and preparation of construction plans and specifications and construction engineering & inspection. Project consisted of landscaping from the Convention Center to William Carey along Highway 49.

Tuscan Avenue Sidewalk: Project Engineer. Project funded by MDOT that included design and preparation of construction plans and specifications and construction engineering & inspection. Project consisted of a sidewalk along Tuscan Avenue from Martin Luther King Boulevard to Edwards Street.

Mississippi Central Pathway: Rails to Trails - Project Engineer. Project funded by MDOT that included design and preparation of construction plans and specifications and construction engineering & inspection. Project consisted of a shared use path to provide a running path for the Troops training on base. Also consisted of a pavilion.

Hawkins Sidewalk Project: Project Engineer. Project funded by MDOT that included design and preparation of construction plans and specifications and construction engineering & inspection. Project consisted of a sidewalk as part of the Safe Routes to School. Project created a connection between the neighborhood and the Hawkins Elementary School.

Pride Field to Scianna Hall Pathway: Project Engineer. Project funded by MDOT that included design and preparation of construction plans and specifications and construction engineering & inspection. Project consisted of a shared use path, lighting, landscaping, irrigation, and on street parking.

Austin Lovitt, ASLA

NEEL-SCHAFFER
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Registrations

Registered Landscape Architect:
Mississippi No 0658

Education

Bachelor of Landscape Architecture,
Mississippi State University, 2010

Certifications / Affiliations

American Society of Landscape Architects, Member
Hattiesburg Downtown Association, Design Committee, Chairman
USM Construction Engineering Technology, Industry Advisory Council, Member
Keep Hattiesburg Beautiful, Member

Professional History

Mr. Lovitt joined Neel-Schaffer in 2012 and has over 10 years of experience in landscape architecture, site planning, urban development, landscape and irrigation plans, master planning, streetscape improvements, 3D Modeling, recreation, local code and ordinances, and other related work.

He also has experience in writing grant application packets to assist clients in receiving infrastructure funding for future development.

Mr. Lovitt serves as Chairman of the Historic Hattiesburg Downtown Association Design Committee and is involved in many other civic groups such as Keep Hattiesburg Beautiful, and the USM Construction Engineering Technology Industry Advisory Council. He is proficient in programs such as Auto CAD, Sketchup, Photoshop and Lumion.

Related Experience

University of Southern Mississippi Union Plaza Renovations, Hattiesburg, MS: Project Manager. Neel-Schaffer provided engineering design and CE&I services for this $2.3 million project to renovate the Union Plaza area on the USM campus. The The plaza is located between the student union building and the west side of M.M. Roberts Stadium. The pedestrian area is used daily by students and by USM fans as a gathering place prior to football games. The renovations designed by Neel-Schaffer included removing the existing concrete and replacing it with a variety of amenities, including colored and scored concrete, new landscaped beds with a variety of shrub/tree/groundcovers, two wooden decks overlooking the site, a plaza area at the entrance to the student union that includes seat walls, a brick retaining wall with text from USM's Alma Mater, a raised concrete stage for concerts/speeches/assemblies, railings for accessibility, a bike canopy with the USM logo, and a paver art logo at ground level of the official University eagle logo.

Bicycle Improvements, Pearl River Community College, Poplarville, MS: Managed and designed the plans and specifications for a bicycle route though the Poplarville Campus. This project was funded by a Blue Cross Blue Shield Wellness Grant, and was awarded to PRCC to improve the bicycle infrastructure on campus. The project included establishing new curb ramps and pedestrian crossings, 8' concrete bike paths, bike route signage, and the installation of "sharrows" to improve safety for bicyclists.

University of Southern Mississippi (USM), Bicycle and Pedestrian Master Plan, Hattiesburg, MS: Created a master plan for the development of additional bicycle and pedestrian improvements throughout campus and within the adjacent land uses. The process has included documentation of input from various members of the campus community, review of prior related planning documents, conceptual design of bicycle and pedestrian improvements, a phasing plan and cost estimates.

USM Bicycle and Pedestrian Master Plan, Gulf Park Campus, Long Beach MS: Created a Master Plan including cost estimates and 3D-Modeling for the development of bicycle and pedestrian infrastructure on the Gulf Park Campus. This process included organizing and leading stakeholder meetings to receive ideas from the public, and the spatial development of a bike and pedestrian network to connect all current and future areas of campus. Other deliverables included bike and pedestrian design standards, pedestrian plaza areas and phasing plans.

Downtown Improvements Action Plan, Hattiesburg, MS: Designed and created a catalog of potential improvement projects for Downtown Hattiesburg. Created and led a "wayfinding committee", which consisted of members of the public, business owners, and government officials. The action plan provides conceptual designs, estimated costs, construction plans, and proposed graphics for projects selected by the City of Hattiesburg. It is intended to serve as a guide for future downtown improvements, and to assist the City of Hattiesburg with budgeting for future growth. Proposed improvements include signage and wayfinding, pedestrian kiosks, benches, trash receptacles, removable bollards, and string lighting.

Central Office Park, Hattiesburg, MS: Managed and designed the plans and specifications for a park adjacent to the Central Office of the Hattiesburg Public School District. This park is used by residents of the community and HPSD students for recreation, and serves as a green space for the Historic Oaks District of Hattiesburg. The project includes a concrete pathway that encircles the park, accessible entrances, grassing, and the re-routing of a former street to facilitate a connection for a future phase. The establishment of this park creates an attractive and aesthetically pleasing area at the entrance to Downtown Hattiesburg.

Gordon's Creek Phase 1, Hattiesburg MS: Created Landscape plans and specs for this project. Coordinated the installation of an Iron pedestrian entrance archway, a bridge across the creek, and landscape plantings. Gordon's Creek Park is a proposed linear park following the path of Gordon's Creek as it flows through Hattiesburg. The overall park concept meanders nearly three miles from Kamper Park to Chain Park. It will connect many of Hattiesburg's wonderful public amenities along the way. The Gordon's Creek Park concept consists of nine different phases but only Phase 1 has been installed. Phase 1 consists of a 8-foot wide concrete path along the creek, locations for public art, a boardwalk over the creek, lighting, benches, bicycle racks, entry signage, and landscape improvements. I was involved in all of these matters.

PROPOSAL TO PROVIDE PROFESSIONAL URBAN DESIGN AND PLANNING SERVICES

Hattiesburg, Mississippi

25-26 Master Plan



Submitted January 13, 2022 by:

Orion Planning + Design
Neel-Schaffer
Trent Lott National Center

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Ginger Lowrey, AICP, CFM
Planning Division Manger
Department of Urban Development
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

RE: PROPOSAL TO PROVIDE PROFESSIONAL SERVICES – 25-26 MASTER PLAN

Dear Ginger:

Orion Planning + Design is pleased to submit this proposal on behalf of our team to develop an urban design master plan for the City of Hattiesburg. We strongly believe in the importance of this project to provide an aesthetic gateway to the Midtown area and USM campus, to enable walkable mixed-use development to serve neighbors, students and visitors, to strengthen the economic performance of this core city area, and to provide safe and inviting walking and biking connections to the Longleaf Trace.

We believe our team is uniquely suited for this project due to our first-hand knowledge of the project area and surrounding districts, our experience in applying best practices from model cities and towns, our previous experience as local government directors and staff, and the deep respect we have for the public engagement process. Integral to all of our urban design and comprehensive planning projects is our reliance on sound market analysis to ensure that the plans we develop are realistic and achievable.

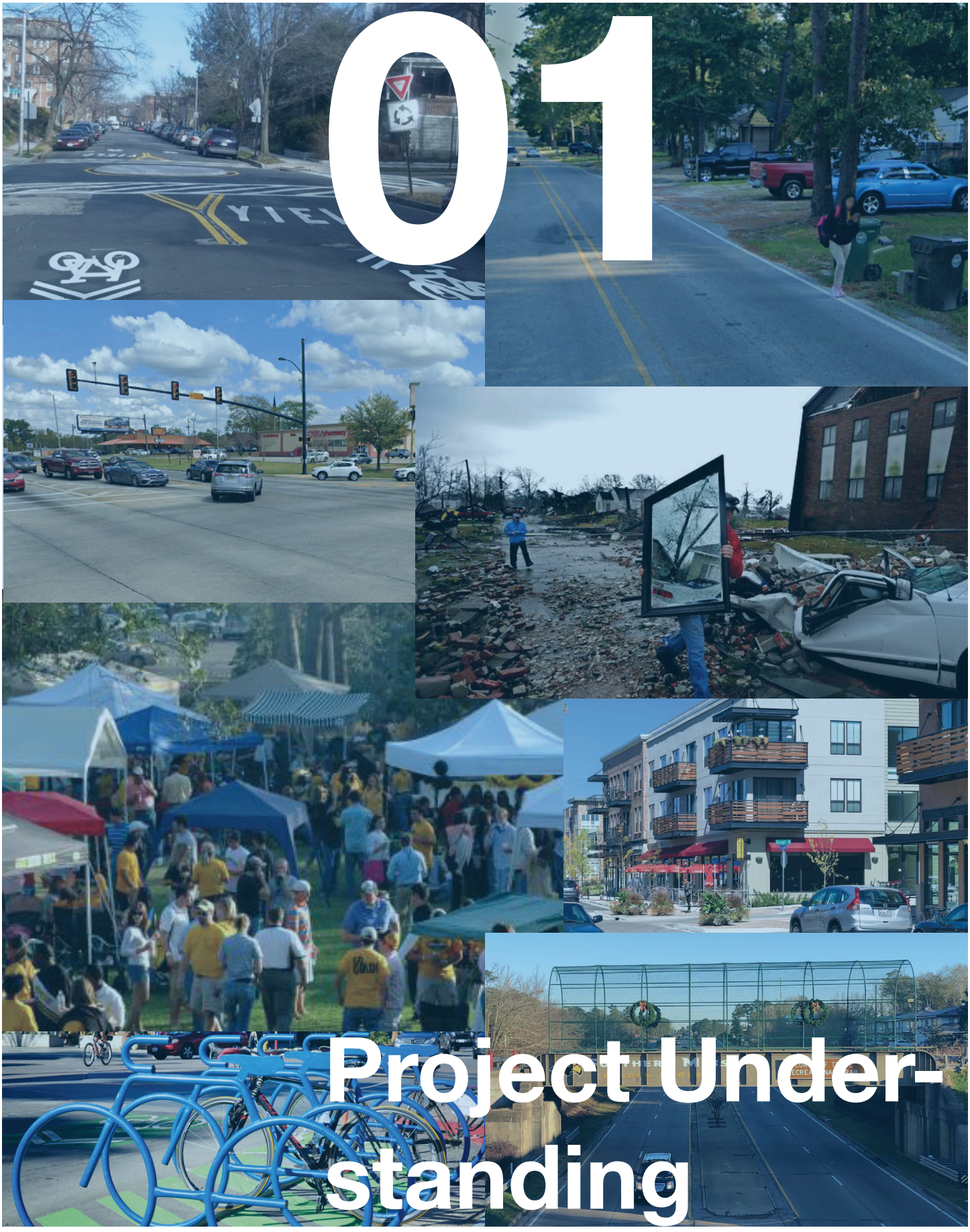
We have assembled a multidisciplinary team of creative professionals to assist with this master planning effort including Neel-Schaffer, who will focus on transportation and infrastructure planning and assist in public engagement, and the Trent Lott National Center, who will apply their understanding of market forces and the local and regional economy to determine housing and commercial market capacity, and calculate the fiscal impact of proposed design scenarios. Our project approach is based on an integrated project delivery model through utilizing a design charrette process.

Please do not hesitate to let us know if you have any questions or seek additional information regarding this proposal. We look forward to having the opportunity to discuss our team's experience and approach to the master plan with you in the very near future.

Sincerely,



Bert Kuyrkendall, AICP, PE
Partner
Orion Planning + Design
1444 Sinclair Ave.
Chattanooga, TN 37408
T. (423) 362-2719
E. bert@orionplanningdesign.com



01 Project Understanding

The project site has real potential to become a vibrant neighborhood center and corridor gateway, but also poses many challenges for redevelopment.

Challenges:

- Vehicle access is difficult from Hwy 49, and also for ingress and egress of 25th Ave. at Hardy St and 4th St.
- Pedestrian and bicycle crossing of Hwy 49 is challenging and creates a barrier.
- The Hwy 49 crossings are about a half-mile apart, which encourages pedestrians to attempt mid-block crossings
- There is very little existing bike/ped infrastructure in the district.
- The block formed by 25th Ave. and 26th Ave. is relatively narrow which will make it difficult to appropriate font each street with buildings.
- The block directly abuts a single-family residential neighborhood, which can be non-supportive of higher density development.
- Loss of businesses due to tornado damage/destruction
- General difficulties with retail and office development performance in our shifting economy

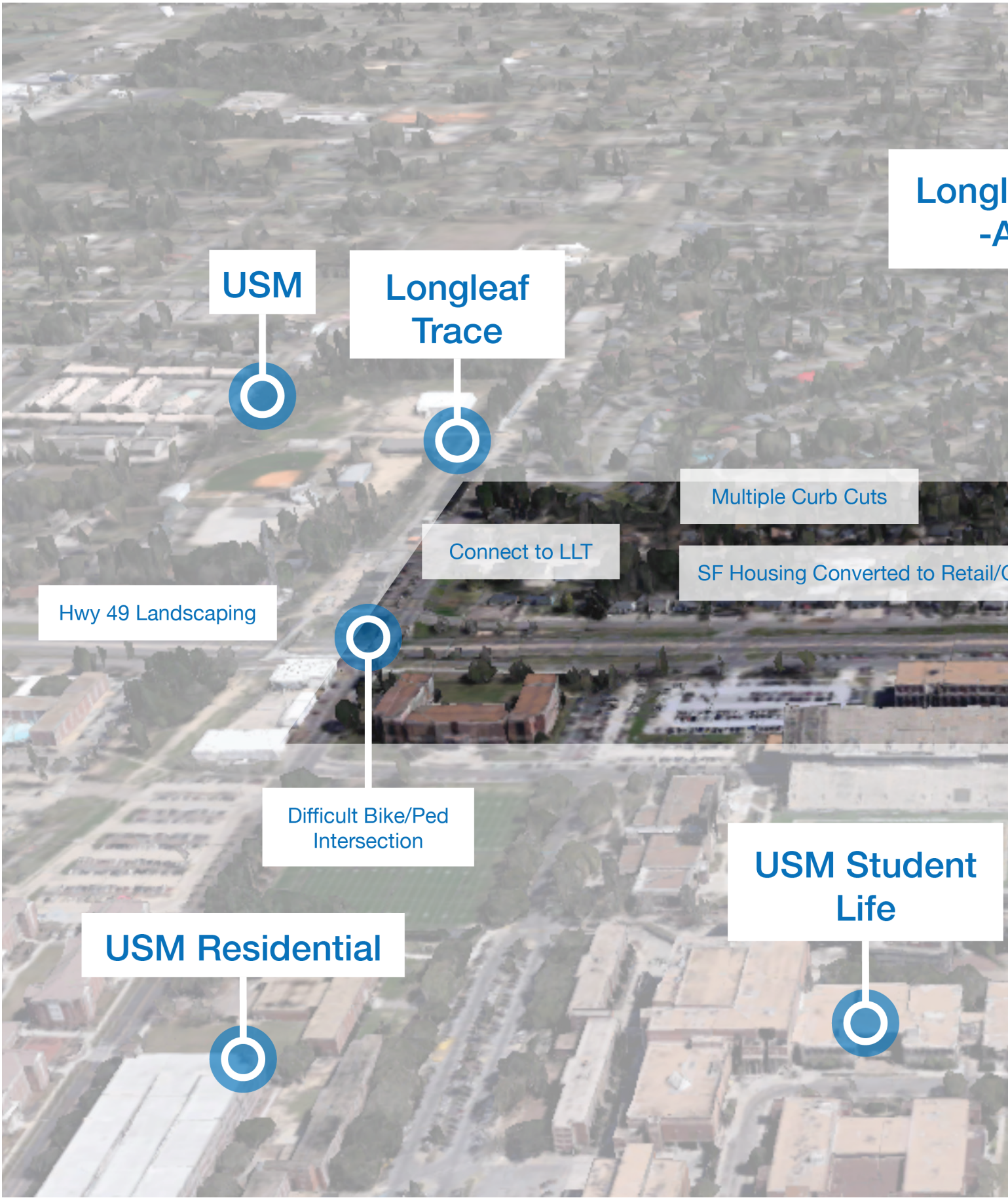
Strengths/Opportunities:

- High traffic count and visibility from Hwy 49 and Hardy Street
- Close to USM, Midtown and the Hardy St. corridor
- Near access to the Longleaf Trace
- There are many vacant lots and underdeveloped properties, providing excellent timing for a master plan vision and zoning update.

> I have previously worked with both Russ Bryan and Bert Kuyrkendall and have been extremely satisfied with the services they provided. The City will greatly benefit from their local knowledge and experience combined with their out-of-the-box, creative thought process. I am very confident their team will identify the most feasible, highest and best use for the study area.
>
> Ken Cooley – Property Owner & Key Stakeholder

The principles of smart growth guide our project approach for urban planning and design projects, and directly apply to this project scope and application:

1. **Mix Land Uses**. The project site presents an excellent opportunity to mix retail and residential land uses due to its frontage of a high traffic corridor on one side and a single-family residential neighborhood on the other.
2. **Take Advantage of Compact Building Design**. Small lots and the narrow block dimension encourages compact building forms, with minimal setbacks and less room for parking.
3. **Create a Range of Housing Opportunities and Choices**. We will consider multiple housing types in the planning effort and the market/need for affordable housing.
4. **Create Walkable Neighborhoods**. Walking and biking facilities will be emphasized in the design, but also the need for a continuous building edge fabric and a mix of retail to enable an attractive and useful pedestrian experience.
5. **Foster Distinct Communities with a Strong Sense of Place**. Building form, landscaping, and the potential for public art will be an important aspect of the design process.
6. **Preserve Open Space**. Providing space for public gathering will be crucial to create sense of community.
7. **Direct Development Toward Existing Communities**. The master plan and resulting code will facilitate infill development in this district.
8. **Provide a Variety of Transportation Choices**. Transit connections will be considered in addition to walking and biking facilities.
9. **Make Development Decisions Predictable, Fair and Cost Effective**. The housing and market analysis will guide the urban design decisions to ensure the plan is implementable. Zoning recommendations will focus on legibility for developers.
10. **Encourage Community and Stakeholder Collaboration**. The project approach includes a robust public engagement component with discovery sessions, design charrettes, and online input methods.


USM
Longleaf Trace
Multiple Curb Cuts
Connect to LLT
SF Housing Converted to Retail/
Hwy 49 Landscaping
Difficult Bike/Ped Intersection
USM Student Life
USM Residential


Hardy St Corridor
eaf Heights
Avenues
Former Village Green
Difficult Intersection
Office
Midtown
Students Cross at Dangerous Intersection
Difficult Bike/Ped Intersection
USM Academic



02

Qualifications

Team Structure

Teamwork and collaboration are crucial to good planning. We have assembled a team of industry leaders to assist the City of Hattiesburg with this master planning effort. Most importantly, however, we have assembled a team of collaborators to engage and work with staff, stakeholders, and the community at large to envision the redevelopment of this crucial infill area, creating a viable strategy for success. Our team members have extensive experience and knowledge of this district/area, and have all collaborated on past planning efforts, bringing together unique professional perspective, vast experience, and collective strengths integrating meaningful engagement, comprehensive analysis, and realistic visioning in the development of corridor and master plans.

ORION PLANNING+DESIGN OPD

Orion Planning + Design (OPD) is a multi-disciplined firm specializing in the planning and design of communities of lasting value. The firm consists of leading planners and designers from across the United States, with current project work in 23 states ranging from Hawaii to Georgia. Together our team has a breadth of experience in both the private and public sectors, bringing together our common philosophy in best practice to help communities succeed through thoughtful planning and active implementation of a collective vision.

We believe in collaborative planning processes and place-based, context-sensitive planning solutions. We believe in a strong team environment and a locally driven process for plan and code development. We believe in building and maintaining strong working relationships with staff, committees, and the public, and using their expertise and local knowledge to guide the planning process. And we believe in implementation, understanding the role of a plan and its relationship to the regulatory framework that follows.

Orion Planning + Design

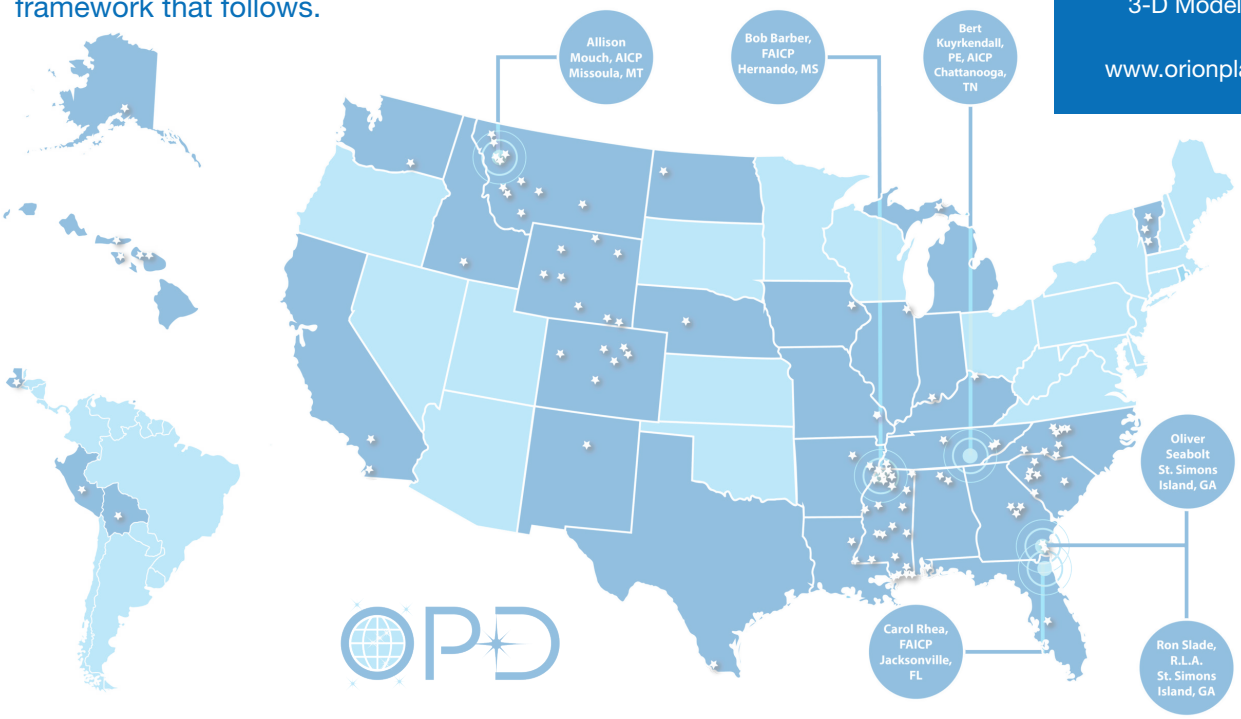
1444 Sinclair Ave.
Chattanooga, TN 37408
P. (423) 362-2719

Locations

Missoula, Montana (Main Office)
Hernando, Mississippi
Huntsville, Alabama
St. Simons Island, Georgia
Jacksonville, Florida

Service Areas

Comprehensive and Area Planning
Master Planning and Site Planning
Urban Design
Zoning and Development Codes
Public Outreach and Visioning
Mobility Planning and Design
3-D Modeling and Computer Imaging
www.orionplanningdesign.com



NEEL-SCHAFFER

Solutions you can build upon

Neel-Schaffer
704 Hardy St.
Hattiesburg, MS 39401
P. (601) 545-1565

Locations
Mississippi (16 Offices), Alabama, Arkansas, Florida, Georgia, Louisiana, South Carolina, Tennessee, Texas

Service Areas
Transportation, Water, Civil/Site, Environmental Services, Survey, Landscape Architecture
www.neel-schaffer.com

Neel-Schaffer is a multi-disciplined engineering, planning and construction management firm that was founded in 1983 and today is one of the largest private, employee-owned engineering firms in the South, operating 38 offices across nine states.

Neel-Schaffer's mission is to provide high-quality, cost-effective solutions that reflect responsiveness, innovation, technical excellence, and professional integrity. Through service to the many and diverse communities where their employees live and work, Neel-Schaffer endeavors to improve each community's quality of life.

Neel-Schaffer brings a unique blend of technical knowledge, broad "real world" experience and "birth-to-completion" project management expertise to this team. They provide comprehensive master planning services for long- and shortrange plans to identify future needs and prioritize improvement strategies. Neel-Schaffer has an extensive pool of talented landscape architects, traffic engineers/planners, bike/pedestrian planners, electrical engineers, and civil engineers across the company. The strength behind this firm lies in its ability to draw on the experience of their personnel with demonstrated and trusted experience on similar projects.

THE UNIVERSITY OF SOUTHERN MISSISSIPPI

TRENT LOTT NATIONAL CENTER

Trent Lott National Center
University of Southern Mississippi
6197 Hwy 49
Hattiesburg, MS 39401
601-266-5507
www.usm.edu/trent-lott-national-center

The Trent Lott National Center for Excellence in Economic Development and Entrepreneurship at The University of Southern Mississippi serves as the catalyst for a university-wide focus on economic development training and research serving public entities, nonprofit organizations, businesses, and individuals. The center provides client-requested assistance and offer expertise in strategic planning and leadership development, education and training, community analysis and research, and other technical support—working with public entities, nonprofit organizations, businesses and individuals to plan and implement activities designed to generate jobs and income using data-driven economic development. The Trent Lott National Center is driven by passion, determination and commitment to be a leading force in advancing global competitiveness through knowledge-led economic development.

Advisory Committee

Planning Principal
Bob Barber



Project Manager
Bert Kuyrkendall





Public Engagement
Entire Team
Bob Barber

Market and Housing Analysis
Trent Lott Center
Chad Miller





Urban Planning and Design
OPD
Ron Slade

Transportation and Infrastructure
Neel-Schaffer
Russ Bryan



Implementation
Entire Team
Bert Kuyrkendall



Team Member	% Available	Public Engagement	Market and Housing Analysis	Urban Planning and Design	Transportation and Infrastructure	Implementation
Orion Planning + Design						
Bob Barber, FAICP	55					
Bert Kuyrkendall, AICP, PE	80					
Ron Slade, ASLA	85					
Allison Mouch, AICP	60					
Oliver Seabolt	40					
Carol Rhea, FAICP	35					
Neel-Schaffer						
Russ Bryan, ASLA	80					
Michael Essary, PE	65					
Geoffrey Crosby, PE	70					
Austin Lovitt, ASLA	70					
Trent Lott National Center						
Tasha May	85					
Heather Brown	80					
Chad Miller	55					
Brian Henson	50					



03

Project Approach / Scope / Deliverables

Our team approach to meeting the project objectives will be holistic and oriented to developing a cohesive, walkable, and vibrant mixed-use environment that facilitates living, shopping, and working, connected by a balanced mobility network. With these factors in mind, we propose to complete the master planning initiative according to the scope below.

1 Project Management

1.1 Project Kick-Off and Logistics

To kick off the project, the Orion Project Manager will meet with City Staff in person to review the final project scope, timeframe, goals, deliverables, and any administrative items necessary to keep the master planning effort on time and within budget. The draft PIP will be reviewed at this time and preliminary dates will be explored for public and stakeholder meetings.

1.2 Bi-Monthly Project Meetings

The Project Manager will meet with City Staff on a bi-monthly basis either in person or via videoconference to provide updates and receive mid-course review on work completed with the project.

1.3 Monthly Project Update

At the end of each month a project update will be submitted to City Staff that details the work done during that period, gives percent completion of project tasks and deliverables, and addresses any upcoming concerns.

1.4 Advisory Committee Meetings

The Project Manager will meet with the project Advisory Committee at key points during the life of the project to gather initial input and mid-course guidance on urban and transportation design aspects of the plan. It is the responsibility of City Staff to assemble the committee of 8-12 stakeholders, providing contact information to the Project Manager.

2 Discovery

2.1 Creation of a Public Involvement Plan

The Consultant Team will work with City Staff to define public engagement goals, desired methods, and a schedule of activities for the duration of the master planning process. The PIP will be finalized in advance of the project kick-off meeting and presented to stakeholders and the public while on site. Plan elements will include:

- Project branding and campaign graphics
- Project website and social media strategy
- Public engagement workshops/design charrette

- Stakeholder meetings
- Online surveys

2.2 Analysis of Background Information

The Consultant Team will focus on all available secondary data sources, including existing land use plans, codes and regulations; transportation data and traffic trends analysis; utility information provided by the City including water, sewer and stormwater lines and structures; other utility locations provided to the City by third party entities; historic resources; capital improvements and public facilities plans; current demographic information compiled by the US Census Bureau; aerial maps and GIS data provided by the City and other entities; environmental and floodplain regulations; and any related materials and resources.

2.3 Physical Analysis

As part of the initial fieldwork for the project, the Consultant Team will document and evaluate the general physical characteristics of the area through a walking audit that evaluates and categorizes the existing land uses and building visual conditions, site patterns, environmental features, transportation facilities and conditions, pedestrian and vehicle behavior, driveway curb cuts, and other existing area conditions. Exiting features will be photographed and mapped via GIS.

2.4 Housing and Market Analysis

The Consultant Team will conduct a Housing and Market Analysis that will analyze demographic and market trends in order to provide a localized understanding of retail, office, and housing market drivers. Analysis aspects include:

- Market demand for retail, office, mixed-use, and residential development to guide the master planning effort
- Location impacts to site market potential
- Potential for local vs. national chain businesses
- Economic performance of existing businesses
- Economic and tax income benefits resulting from multiple development scenarios, as defined in the urban design phase
- Job creation and tax revenue impacts from the project as developed (before/after) to help sell the project and provide numbers for future grant, TIF, etc. applications

2.5 Online Engagement

The Consultant Team will set up and maintain all aspects of online engagement per the PIP elements, including producing an online survey, developing a project brand, and providing social media post material. The City will be responsible for using its existing media channels (emails, social media accounts, website, etc.) to broadcast links to these engagement resources.

2.6 Public Input Open House and Stakeholder Meetings

An interactive workshop will be held on a weekday evening in an open-house style format, featuring stations that provide project information and provide opportunity for input:

- Explanation of the master plan purpose and the process to be followed
- Summary of background information
- Initial data summary of housing and market economic analysis
- Identification of community challenges and opportunities (interactive element)
- Identification of possible issues that need further investigation as part of our background assess-

ment (feedback from participants)

The Consultant Team will ask the Advisory Committee and City Staff to identify key stakeholders who can provide useful information and perspectives on key issues affecting the community that should be addressed as part of the planning process. One day will be set aside for stakeholder interviews to further investigate these areas of interest. We prefer to meet in person with groups of up to twelve individuals having a common interest in select topics areas within master plan area. Each meeting will last approximately one hour and will be facilitated by one or more Consultant Team members.

City Staff will be responsible for securing facilities for workshop and stakeholder meetings (including rental fees, if applicable), and meeting public meeting legal advertising requirements.

2.7 Task 2 Deliverables

- Public Involvement Plan
- GIS basemap
- Site photos
- Housing and Market Analysis
- Online engagement products
- Project display boards for open house session
- Discovery phase findings short report in pdf format that distill the primary themes and guidance from the task one efforts; Will be included as section in final report

3 Design

3.1 Design Charrette

A three-day urban design charrette will be conducted to enable a multi-disciplinary approach to the master planning effort with direct input and involvement from the public and stakeholders. The process enables short feedback loops which accelerates and builds consensus around design decisions. The detailed data findings and public and stakeholder input will provide the foundation and guiding principles for all design work. The charrette process will include the following elements:

- Preparation: digital and physical base maps, design guidance pin-ups,
- Day 1: Design; Stakeholder meetings
- Day 2: Design; Stakeholder meetings; Steering Committee stop-in
- Day 3: Design; Public open house meeting for input

Design: The designs for proposed urban development and transportation facilities will be both physical, utilizing basemaps and tracing paper to represent potential building and facility footprints, and digital, utilizing modeling software to represent building mass and density. Proposed transportation facilities will be represented in the models and as street cross-sections.

Scenarios: The existing conditions will be modeled along with the following design scenarios:

- Scenario 1: Buildout at current low-density zoning allowances
- Scenario 2: Mixed-use development at medium density (T3,T4)
- Scenario 3: Mixed-use development at higher density (T4)

Analysis: Each scenario will be analyzed for economic impacts in terms of tax income, employment, and infrastructure installation and maintenance costs.

Input: The open house session will provide opportunity for the public to indicate preference for the multiple design scenarios and enable the open-ended sharing of comments and ideas. Additional opportunity for input will be provided with an online survey that will present the charrette design scenarios and analysis information.

3.2 Task 3 Deliverables

- Conceptual design for each scenario
- Economic analysis for each scenario
- Summary of input data

4 Plan Development and Adoption

4.1 Draft Plan Development

Design: Based on the City, public (in-person and online), and stakeholder input from the scenario designs and analysis, an illustrative master plan will be developed for the project area that will serve to guide appropriate zoning designations for the area, promote public support for project implementation, and guide property owners and developers for future infill development at the site. The form of the master plan will be a photo-realistic 3-D model, which will enable the development of perspective views from any location or vantage point in the project area. Infrastructure such as street retrofits and new street connections, sidewalks and bicycle facilities, streetscaping elements, landscaped or hardscaped areas for public access, and model retail, office and residential buildings.

Report: The master plan report will describe the proposed urban design concepts, and will be organized along the following sections:

- Executive Summary
- Project Purpose
- Public Engagement Process
- Discovery Findings
- Housing and Market Analysis
- Scenario Analysis
- Illustrative Master Plan
- Economic Impact of Plan
- Mobility Elements
- Zoning Recommendations
- Implementation Plan

Zoning Recommendations: The master plan will serve as the regulating plan for the district. In order to establish new zoning district designations in the project area concurrent with the Council adoption of the master plan, specific zoning designations will be recommended that enable the uses and forms of development illustrated in the plan. Parcel-specific recommendations will be made utilizing existing zoning district categories, such as the Midtown FBC Districts, Corridor District (CD), or Planned Mixed-Use District (PMU-PD). Other zoning strategies can also be recommended outside of

the current zoning code designations. The future land use designation for the project area is Community Business Corridor which supports commercial and residential development along the lines of both suburban forms and walkable forms. Recommendations will also be made regarding other development standards to make sure proposed street and landscape infrastructure plans will be supported.

Implementation Plan: To facilitate the progressive transformation of the district, a detailed implementation plan will be developed that provides specific tasks and timelines for policy and project endeavors. Specific implementation items to be considered include:

- Development policy
- Transportation and utility infrastructure projects
- Marketing/economic development strategies
- Applicable funding opportunities

These items will be summarized in an Implementation Matrix that addresses expected outcomes, measures of progress, general time frames, next steps, potential partners, and responsible parties.

4.2 Master Plan Review, Revision and Adoption

- The Draft Master Plan will be presented to City Staff and the project Advisory Committee
- After making revisions from City Staff and Advisory Committee review comments, the Draft Master Plan will be posted online for public review for a minimum of 2 weeks.
- The Master Plan and recommended zoning changes will be presented to the Planning Commission for recommendation. This will serve as the public hearing for the plan.
- The Master Plan and recommended zoning changes will be presented to City Council for adoption.

4.3 Task 4 Deliverables

- Final Master Plan in PDF and InDesign file formats
- Mapping data in ArcGIS file format



04

Schedule / Budget

Project Schedule

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9
Task 1: Project Administration									
1.1 Project Kick-Off and Logistics	*								
1.2 Bi-Monthly Project Meetings	*		*		*				*
1.3 Monthly Project Updates									
1.4 Advisory Committee Meetings	*				*				*
Task 2: Discovery									
2.1 Creation of a Public Involvement Plan									
2.2 Analysis of Background Information									
2.3 Physical Analysis	*		*						
2.4 Housing and Market Analysis									
2.5 Online Engagement									
2.6 Public Input Open House and Stakeholder Meetings			*						
2.7 Discovery Phase Report									
Task 3: Design									
3.0 Charrette Preparation									
3.1 Design Charrette					*				
Task 4: Plan Development and Adoption									
4.1 Draft Plan Development									
4.2 Master Plan Review, Revision and Adoption									*

** Indicates travel to site*

Fee Estimate

	Orion	Neel-Schaffer	Trent Lot Center	Expenses	TOTAL
Task 1: Project Administration					
1.1 Project Kick-Off and Logistics	$2,880	$370		$880	$4,130
1.2 Bi-Monthly Project Meetings	$1,800	$925			$2,725
1.3 Monthly Project Update	$900				$900
1.4 Advisory Committee Meetings	$1,440	$555			$1,995
Task 2: Discovery					
2.1 Creation of a Public Involvement Plan	$1,080				$1,080
2.2 Analysis of Background Information	$2,880	$1,480			$4,360
2.3 Physical Analysis	$1,080	$1,110			$2,190
2.4 Housing and Market Analysis			$11,000		$11,000
2.5 Online Engagement	$3,600				$3,600
2.6 Public Input Open House and Stakeholder Meetings	$5,760	$1,850		$2,160	$9,770
2.7 Discovery Phase Report	$2,160				$2,160
Task 3: Design					
3.0 Charrette Preparation	$1,440	$1,480			$2,920
3.1 Design Charrette	$14,400	$4,440		$2,960	$21,800
Task 4: Plan Development and Adoption					
4.1 Draft Plan Development	$6,840	$1,480			$8,320
4.2 Master Plan Review, Revision and Adoption	$11,520	$1,850		$2,639	$16,009
TOTAL	**$57,780**	**$15,540**	**$11,000**	**$8,638**	**$92,958**

Schedule and Fee Estimate Notes

The schedule and fee estimate anticipate all aspects of the scope and approach described in the previous pages of this proposal. Additional tasks or services beyond what has been proposed will be billed according to hourly rates.

The scope provides for a very robust public engagement process, including a design charrette, online outreach, and scenario analysis in the design process. If this estimate exceeds the project budget, we would be happy to modify scope items to meet the target budget amount.

All travel and project-related expenses are included in the estimate Any expenses not included in the negotiated and approved contract for the project will be submitted for approval prior to encumbrance.

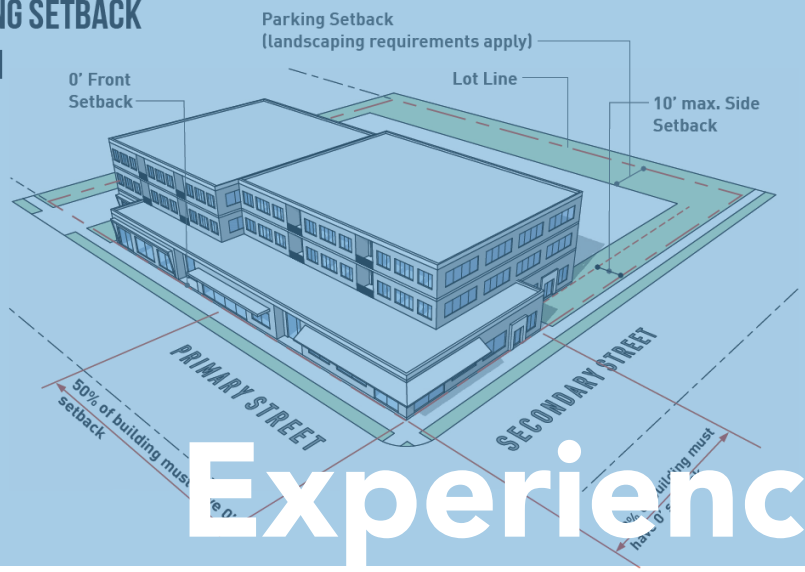
To meet the proposed schedule, City staff will be responsible for timely review of design, policy, and other planning recommendations and draft documents.

City staff will be responsible for providing applicable GIS layers to the Consultant for use in the project.

B. BUILDING PLACEMENT

Design Standard			itional Requirements
All setback requirements assesse	ground	y. Dimer	tandards do not apply to interior renovations.
i. Lot Line, Primary Street	0	ack A r of 50 fro require zer setba	
ii. Lot Line, Secondary Street	0	ack A r of 50% of the building fr s requi eet the ine setb	e a secondary street front- buts a transitional overlay d, first floor residential shall be permitted along the secondary street frontage.
iii. Lot Line, Common	0 ft. setback	If abutting a residential district a 10 ft. minimum setback with vegetative screening or fencing (in conformance with Title 11.24.5(c) of City Code) is required.	The setback is not to include parking or circulation.
iv. Lot Line, Rear	0 ft. setback	If abutting a residential district a 10 ft. minimum setback with vegetative screening or fencing (in conformance with Title 11.24.5(c) of City Code) is required.	The setback shall be in addition to parking or circulation space necessary to serve the site.
v. Corner Lot Orientation	0 ft. setback	On corner lots or lots with multiple street frontages, building placement must conform to primary or secondary frontage requirements.	Reference Figure 6 for guidance on building placement If a variance to setback is requested, the maximum setback allowable along the primary and secondary lot line shall not exceed 10 ft.
vi. Surface Parking Setback	10 ft. minimum	The setback is applicable only when parking is located adjacent to the building/structure.	Landscaping requirements shall apply to the setback, pursuant to Section X below.

FIGURE 6: BUILDING SETBACK AND ORIENTATION



05

Experience

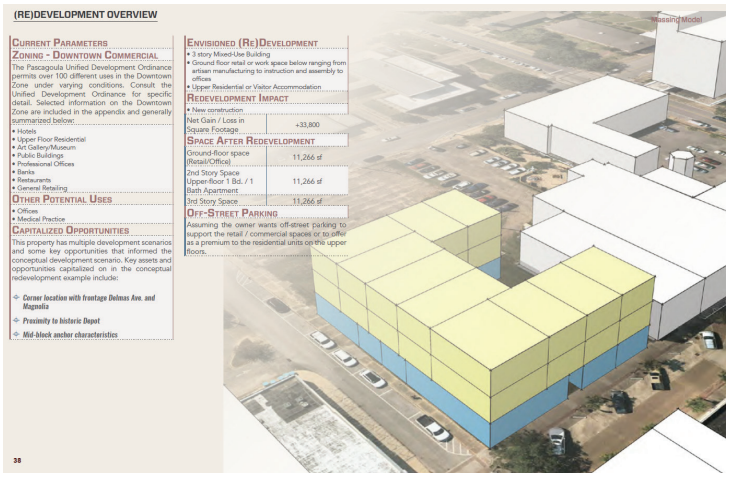
6

PASCAGOULA FLAGSHIP DISTRICT REDEVELOPMENT PORTFOLIO

ORION
PLANNING+DESIGN







PROJECT DESCRIPTION

Pascagoula, Mississippi, is experiencing a downtown renaissance. Increasing interest in downtown living, recent significant investments by major employers, and a renewed focus on the downtown area by policymakers have combined to create a unique opportunity for renewal and redevelopment.

To emphasize Pascagoula's core downtown area within the broader "Flagship District" and to feature some of the District's prime investment opportunities, a consortium of organizations initiated the development of a portfolio of investment opportunities. The consortium engaged Orion Planning + Design to facilitate the creation of the portfolio.

The portfolio is offered in three major sections. The first section describes the underlying market context for downtown and provides a general economic analysis to illustrate supply and demand conditions. The second section lists eight strategic properties, their envisioned reuse, and an investment evaluation using a simplified development proforma. The last section sets out an overall redevelopment vision for downtown through streetscape and connectivity enhancement in the public realm, general development, and risk mitigation strategies designed to support the proposed private investment opportunities.

PROJECT INFORMATION

Orion led planning, design, and stakeholder engagement.

Pascagoula, Mississippi

2021

Client: Pascagoula Main Street Association, Jackson County, ...

Contact: Michele Coats, Director of Planning

228.769.3056

Michele_Coats@co.jackson.ms.us.com

DETAILED DESIGN - NEW

OXFORD COMPREHENSIVE PLAN

ORION
PLANNING+DESIGN

BEST PROJECT AWARD 2019

MISSISSIPPI CHAPTER OF THE AMERICAN PLANNING ASSOCIATION



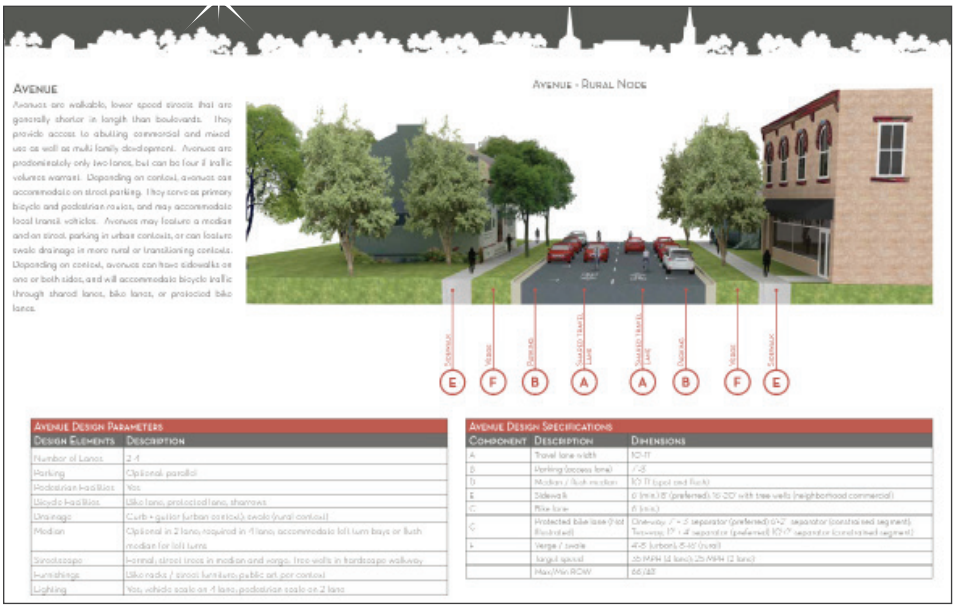


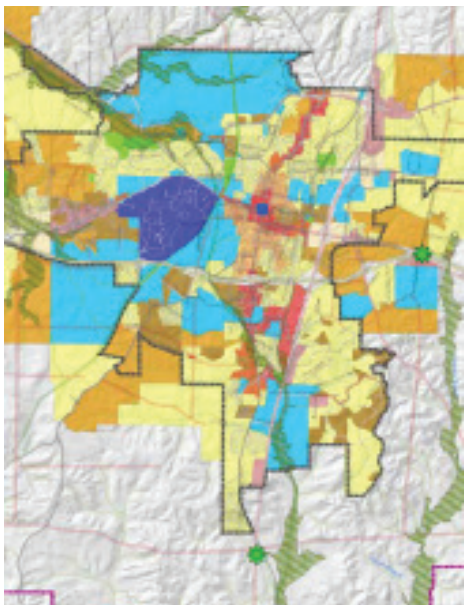
Image 1



Image 2







PROJECT DESCRIPTION

Oxford, Mississippi, home to the University of Mississippi, is widely recognized as one of America's leading cultural centers and the University as one of America's best public universities. The City, having experienced extreme growth pressures and highly undesirable development patterns over the last decade, commissioned a comprehensive plan effort, called Vision 2037, to address the acute development issues. Orion Planning+Design was selected to lead this effort based on Orion's outstanding ability to diagnose community development dynamics and facilitate the creation of effective, workable solutions. With thorough and insightful analysis, focus group engagement and a design charrette with broad public participation, Orion guided plan creation that introduces new form based techniques, including highly articulated mobility provisions, to produce desirable future development outcomes that are sensitive to the natural environment and the preservation of Oxford's timeless historic neighborhoods. Orion's place type planning strategy is producing fundamental and positive change in the City's development approach even prior to plan adoption, demonstrating current and future effectiveness.

PROJECT INFORMATION

Orion led planning, design, and public engagement.

Oxford, Mississippi

2015 - 2016

Client: City of Oxford

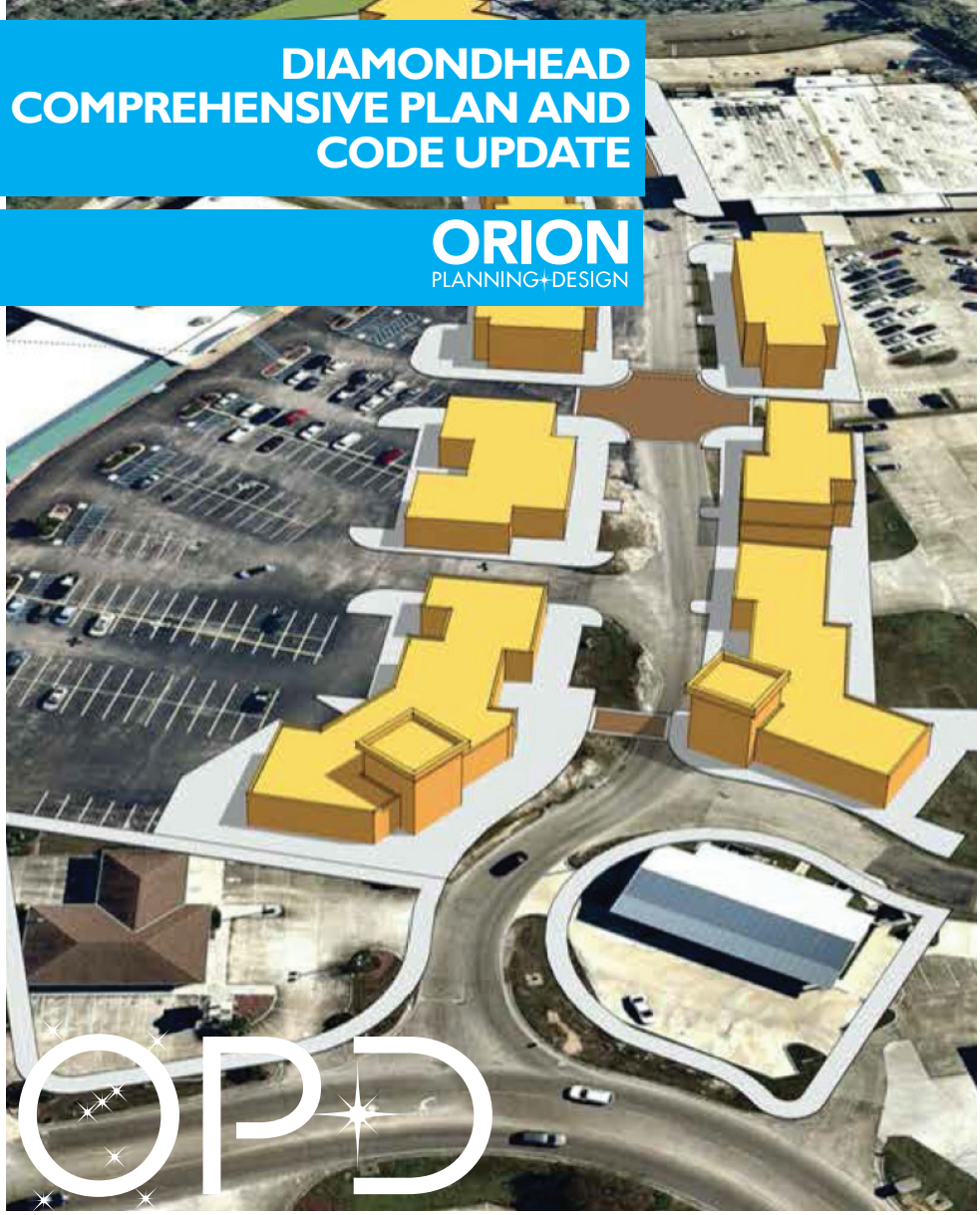
Contact: Ben Requet
Director of Planning

662.232.2305

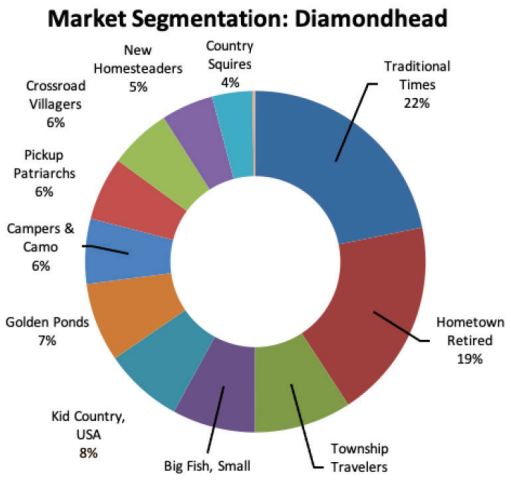
brequet@oxfordms.net

DIAMONDHEAD COMPREHENSIVE PLAN AND CODE UPDATE

ORION
PLANNING+DESIGN



envision DIAMONDHEAD 2040





PROJECT DESCRIPTION

In the spring of 2020, Diamondhead initiated a city planning process to create a fresh vision and quality planning for a growing and changing city. A few of these changes have included creating new recreational amenities and a growing desire for a walkable, aesthetically pleasing downtown. Substantial growth has occurred in Diamondhead's neighborhoods, but new challenges have emerged as well. To better understand the impact of these changes and challenges, explore the city's potential, and establish a plan to manage and guide the future, the city commissioned Orion to update its current plan.

The plan is serving as a basis for mixed-use corridor design, updating development codes, designing new street and greenway facilities, guiding investment decisions and prioritization of use of resources. The City was sensitive to maintaining the current code's framework and language but directed Orion to create a form-oriented code that could be readily understood by the community and produce high quality form-based outcomes. The finished hybrid code serves as a model to achieving these objectives. The code was adopted with the full support of the community, including developers.

PROJECT INFORMATION

Orion led planning, urban design, and public engagement.

Diamondhead, Mississippi

2020-Current

Client: City of Diamondhead, MS

Contact: Mike Reso, City Manager

228.222.4626

mreso@diamondhead.ms.gov

www.diamondhead.ms.gov

MISSISSIPPI MAIN STREET ENVISION - CONNECT

ORION
PLANNING+DESIGN









PROJECT DESCRIPTION

Envision–Connect is an initiative of the Mississippi Main Street Association which provides targeted planning and design resources to Mississippi Main Street communities. The work is funded by the USDA with the aim of partnering with communities to develop a public investment strategy that, when implemented, will generate quality of life enhancements, facilitate private investment, and advance community vitality. Orion focused primarily on mobility/connectivity projects and public facility retrofit opportunities.

Key steps in this process included:

- Identifying public facilities in, or close to, downtown;
- Identifying overall community context of economic and demographic trends;
- Determining which of the public facilities are potential community catalysts if improved, enhanced, or redesigned;
- Prioritizing these catalysts;
- Conceptualize, envision and plan; and
- Identify investment resources and policy support to implement the strategy.

PROJECT INFORMATION

Orion led planning, design, and stakeholder engagement.

Various Cities, Mississippi

2021

Client: Mississippi Main Street

Contact: Thomas Gregory

601.339.2042

thomas@msmainstreet.com

DOWNTOWN HELENA ZONING CODE

ORION PLANNING+DESIGN







PROJECT DESCRIPTION

Orion Planning + Design was hired by the City of Helena to assist in the development of a new zoning code for the heart of downtown. The project is one of the first steps toward implementing the vision and goals identified in the Downtown Master Plan, adopted in the fall of 2016.

The project involved consolidating nine unique zoning districts into a streamlined hybrid code for the area. The OPD team worked closely with City staff, the Zoning Commission and key members of the Business Improvement District to craft design standards and incentives to spur reinvestment in downtown while supporting the historic integrity of the community through redevelopment. A robust outreach strategy was developed to include meetings with key stakeholders, a public workshop to introduce form-based concepts and highlight the community's preferences for the urban environment, a project website and social media content for information-sharing purposes, and a quick-poll survey for additional feedback. The project team met regularly with the Zoning Commission over the course of nine months to review draft content and evaluate standards for appropriateness when applied to the historic downtown.

The revised code was formally adopted by the City of Helena in 2019.

PROJECT INFORMATION

Orion lead on code development and public engagement.

Helena, Montana

2017-2018

Client: City of Helena

Contact: Sharon Haugen, Community Development Director

406.447.8445

shaugen@helenamt.gov



SEVIERVILLE DEVELOPMENT CODE

ORION
PLANNING+DESIGN





2.8 Special Districts

2.8.1 Historic Residential Office (HRO)

PURPOSE

The purpose of the HRO District is to protect and strengthen Sevierville's historic neighborhoods, foster civic beauty, strengthen the local economy, and preserve its historic structures and sites. The HRO District provides for the regulation of exterior design, materials, and arrangement of new or existing structures in a manner that preserves historic residential character including the tree cover of this district. New is required to be compatible with the character of historic residential structures within the Thomas Addition Historic District.

TYPICAL BUILDING TYPE



PRINCIPAL INTENSITY AND DIMENSIONAL STANDARDS

Minimum lot area (sf)^	8,000
Minimum lot width (ft)	70
Minimum floor area per dwelling unit (sf)	NA
Maximum building coverage (% of lot area)	NA
Maximum height (ft)	35
Minimum front yard depth (ft)	30
Minimum side yard depth (ft)	8
Minimum rear yard depth (ft)	25
District Land Uses	See Section 3
Development Standards	See Section 4
Parking Standards	See Section 5

NOTES: (sf = square feet, ft = feet)
Site plan review is required according to Section 8.10.
^16,000 sf for duplex. Maximum density 8 units/acre

TYPICAL LOT PATTERN



TYPICAL DEVELOPMENT CONFIGURATION



PROJECT DESCRIPTION

In August 2014 the Sevierville Planning Commission met to discuss their vision of the future of the City. The Commission expressed the strong desire to see the community continue to develop in ways that allowed economic vitality to flourish while preserving the timeless features that made Sevierville and Sevier County a destination for so many annually.

Orion, teamed with REA, was selected to rewrite Sevierville's development code based on its prior code diagnosis. We approached the project through extensive public engagement, identification of code elements that should be included to achieve much better City form, and replacement of antiquated code provisions undermining desired quality place making principles.

The process included extensive public involvement, multiple reviews and new incentive-based design provisions to address the City's rivers, mountain views, and other unique features.

PROJECT INFORMATION

Orion led public engagement and code drafting

Sevierville, TN

2014-2015

Client: City of Sevierville

Contact: Pamela Caskie

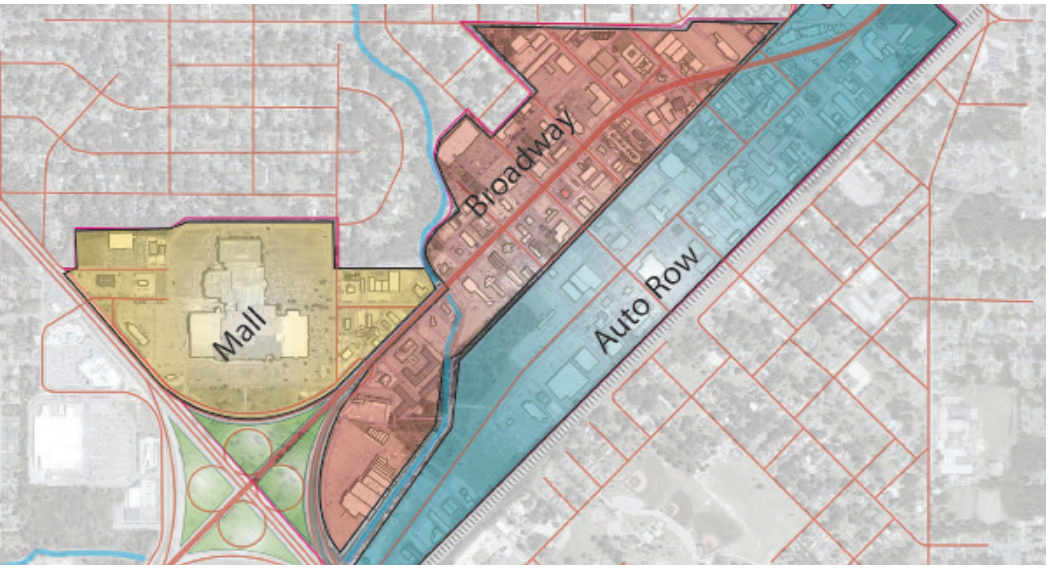
(931) 486-2252 (ext. 215)

pcaskie@springhilltn.org

BROADWAY / PINE CORRIDOR REDEVELOPMENT PLAN

ORION
PLANNING+DESIGN







PROJECT DESCRIPTION

As part of the effort to update the Hattiesburg Land Development Code of 1987, two corridors were identified as needing specific regulatory attention. These are the Hardy Street Corridor between Highway. 49 and downtown, and the corridor defined by West Pine and Broadway from Highway 49 east to their junction. This plan covers the Broadway-West Pine area and is organized with a summary of background information, design decisions from the Broadway-West Pine Condensed Charrette, an explanation of design issues, and recommended policies and projects for implementation including code revisions.

The corridor is two major streets, one dominated by automobile sales and related uses, and the other community and regional commercial including a 1970s mall which has finished its useful life. The plan includes streetscape and urban design strategies to update the corridors, and infill development including a redevelopment of the mall.

PROJECT INFORMATION

Orion led planning, design, and public engagement.

Hattiesburg, Mississippi

2014

Client: City of Hattiesburg

Contact: Ginger Lowrey, Planning Division Manager

601.545.4599

gmaddox@hattiesburgms.com

JACKSON ST. PLAZA / DOWNTOWN REDEVELOPMENT

ORION
PLANNING+DESIGN







PROJECT DESCRIPTION

An aging collection of non-descript buildings, tenant vacancies, and lack of parking on Downtown Dublin's most important urban block inspired a joint effort between the City of Dublin, Downtown Dublin Main Street, and the Dublin Downtown Development Authority to revitalize the city's core block. The city purchased the dilapitated buildings on the block and commissioned OPD to develop a strategy and design for the entire block in an effort to spawn redevelopment.

One of the center buildings was torn down and was replaced with a vibrant and engaging plaza space that percolates to the rear of the block where nearly 100 new parking spaces were added. Additionally, one of the cross-block alleys was closed and dedicated to pedestrian use and functions as an added landscape to the block-wide plaza. The plaza features cascading water features symbolic of the city's hidden gem, the Oconee River, and it's curvilinear form and use of natural materials creates a garden-like experience as a juxtaposition to the straight edges of the urban form. Low Impact Development techniques were incorporated within the plaza and the adjacent parking lot.

Since the city's initial $2.5 million dollar investment, nearly $7 million of private redevelopment has occurred immediately adjacent to the project.

PROJECT INFORMATION

Orion led planning, design, and public engagement.

Dublin, GA

2017-2019

Client: City of Dublin

Contact: Matthew Bradshaw

bradshawm@dlcga.com

Longleaf Trace Rails to Trails: Hattiesburg to Prentiss (MS)

NEEL-SCHAFFER
Solutions you can build upon

Neel-Schaffer provided engineering design for a 40-mile pedestrian and bicycle path from Hattiesburg to Prentiss. This asphalt trail utilized the railroad bed of a track constructed in the late 1800's because of the booming timber industry of South Mississippi. The trail spans several streams along the route with original railroad bridges which have been upgraded and retrofitted to accommodate pedestrian and bicycle traffic. Much of the existing railroad bed was reconditioned and utilized as a base for the new asphalt surface

City of Hattiesburg, MS





US 49 Landscape Design





Neel-Schaffer provided landscape design services to the Forrest County Board of Supervisors for landscape improvements along an approximately three-mile stretch of US 49 in Hattiesburg, MS.

The project was the culmination of a vision of local stakeholders developed over several years with the assistance of photo simulation visuals, cost estimating, and strategy meetings provided and partially facilitated by Neel-Schaffer. Neel-Schaffer assisted the County with an application for funding using the Transportation Alternatives Program administered by MDOT, which provided approximately 80% of the project funding.

Neel-Schaffer also assisted with an effort to raise the additional 20% local matching funds through local stakeholders such as the City of Hattiesburg, University of Southern Mississippi, Forrest General Hospital, Hattiesburg Clinic, Area Development Partnership (Chamber of Commerce), and the Hattiesburg Convention Commission. The project is currently under construction, under budget and already transforming the views and perception of the Hattiesburg community.

Forrest County, MS

Owner/Client
Forrest County Board of Supervisors

Address
641 Main Street
Hattiesburg, MS 39401

Project Cost
$416,000

Project Size
3.3 Miles

Completion Status
Complete

Fourth Street Improvements

Beginning in 2007, Neel-Schaffer was selected to provide design and construction oversight for the Hattiesburg Fourth Street improvement project. Due to increased traffic along the east-west Fourth Street corridor, the project provided much needed roadway improvements for area motorists.

The $5.3 million project was divided into two phases, involving work to widen a two-lane open ditch road into a three-lane curb-and-gutter road with drainage improvements. Phase I involved about a mile of roadway from 25th Avenue to Hutchinson Avenue, and Phase II will continue on to North Street, totaling around 0.3 miles in distance.

For both phases of the project, Neel-Schaffer provided services including a topographic survey, geotechnical investigation, cultural resource survey, and coordination with utility companies for relocation of existing utilities. Neel-Schaffer has also provided final design of Phase I plans and specifications and construction oversight.

Along with final striping and signage, the Phase I and Phase II of the project will total 1.3-miles of constructed sidewalk. This will provide pedestrian access along Fourth Street, a safety enhancement feature that greatly benefited children of the Hutchinson Street area who walked to school.

Phase II, scheduled to begin construction in 2016, will take in the designated Historic District of Downtown Hattiesburg. Once Phase II is complete, the project will provide 1.2 miles of sidewalk.

Funding for this project was provided by MDOT, with matching funds from the City of Hattiesburg.

Hattiesburg, MS

Role
Prime

Construction Cost/ Completion Dates

Phase I: Preliminary Engineering was completed in August 2012

Phase II: Preliminary Engineering began 11/2009.

Preliminary Engineering was completed 4/2015

Phase I: Preliminary Engineering - $153,299.22

Phase I: Construction Engineering - $495,317.16

Phase II: Preliminary Engineering - $231,000

Phase II: Construction Engineering - $144,061.02

Phase I: Construction Cost - $3,052,450.46

Phase II: Estimated Construction Cost - $1,200,000

Phase I was completed in July 2014







NEEL-SCHAFFER
Solutions you can build upon

1 Capitol Street Renaissance, Jackson, MS

Phase 1: Neel-Schaffer managed a program that included funding, design, and construction engineering services for a $5.6 million Phase 1 project that transformed Capitol Street in downtown Jackson from a one-way thoroughfare to a **two-lane, two-way street that includes roundabouts, new landscaping, and other traffic-calming features**. Our firm helped accelerate the LPA design process, and through careful monitoring of the unit-priced contract, and timely decision making, we helped bring the project in under budget by $1 million.

RELEVANCE TO THIS PROJECT

- ☑ Enhanced Pedestrian Nodes
- ☑ Enhanced Landscaping
- ☑ Improved Pedestrian Safety and Connectivity
- ☑ Implemented Traffic Control/Calming Measures
- ☑ Bike Routes that Tie into the Existing System
- ☑ Optimized Parking
- ☑ Public/Stakeholder Involvement

Among the improvements: **Urban FHWA mini-roundabouts, improved ADA-compliant sidewalks, a center 6-foot "safety strip" separating the opposing travel lanes, landscaping and lighting improvements**. An extensive study of the project area was conducted by Neel-Schaffer. The process included **involvement with the public along with special interest groups, City officials and developers**. Plans were then developed in a way that considered all traffic needs, enhanced the aesthetics of the area, and provided a detailed traffic control strategy that allowed for the project to be built while traffic continued during the construction phase. The project included modifying the cross section of the street to widen sidewalks and resurfacing the roadway for a four-block area of Capitol Street. Sidewalks were widened to accommodate pedestrians and outdoor areas for cafes. Instead of crosswalks and traffic signals at each corner, three low-impact roundabouts provide traffic calming, while crosswalks at splitter islands were provided for pedestrian needs.



1 Capitol Street Renaissance, cont.

Early in the design phase, Neel-Schaffer was asked to complete the plans earlier than required in the contract in order to utilize federal funding, which could have been withdrawn. The plans were completed approximately 18 months early, including all MDOT LPA reviews and approvals. Neel-Schaffer managed a parallel program during the reconstruction, modifying the JRA parking garage to remove the garage ramps on Capitol Street and reconstruct them on Farish Street. Coordination with the two programs, and the lease holder and tenants, was imperative to the success of the programs.











Hattiesburg (MS) Comprehensive Plan

Neel Schaffer was selected to prepare a new Comprehensive Plan for the City of Hattiesburg in 2007. At that time, the South Mississippi city, home to the University of Southern Mississippi, had an estimated population of nearly 52,000 people. Along with many historic neighborhoods, Hattiesburg had tremendous redevelopment downtown and growth in its western perimeter; city leaders felt it was time for a comprehensive plan to guide future development.

City of Hattiesburg, MS

Completion Date
2008

Contract Amount
$150,000



Neel-Schaffer developed the plan over an 18-month period, embracing a grassroots planning process. Visioning sessions, focus group meetings and neighborhood workshops were held to encourage maximum participation by citizens. Vision statements were formulated to serve as the foundation for decision-making in the following categories:

- Community identity & appearance
- Economy
- Historic preservation
- Healthcare
- Education
- Housing & neighborhoods
- Arts, entertainment & culture
- Natural environment
- Business and services
- Downtown transportation
- Public services
- Utilities & technology
- Parks, sports & recreation
- Public Safety

Neel-Schaffer identified a number of key concerns, including the need for beautification of gateway corridors, further enhancement of the downtown, revitalization of older neighborhoods and infrastructure needs, such as storm-water management, water and wastewater systems.

The final plan was adopted by the City Council in 2008, containing a thorough analysis of demographic trends, existing land use and recommendations for future land use policies. The plan also included an inventory and description of public facilities and infrastructure. As a result of the comprehensive plan, Hattiesburg will be better prepared for the future in a constantly evolving environment.

Bicycle and Pedestrian Master Plan
USM Hattiesburg (MS)

NEEL-SCHAFFER
Solutions you can build upon

University of Southern Mississippi (USM) Hattiesburg



Neel-Schaffer was selected to provide planning and conceptual design services for the development of a Bicycle and Pedestrian Master Plan for the USM campus in Hattiesburg.

The plan consisted of four major components, beginning with the evaluation of prior planning documents such as the Campus Master Facilities Plan, Hattiesburg Midtown Master Plan (redevelopment plan for an adjacent land use), Pine Belt Pathways Progress Report (regional report on the need for more pedestrian and bicycle infrastructure), previous Bicycle and Pedestrian Master Plan (completed in 1999 and almost fully implemented) and the Campus Traffic Plan. An intense inventory and analysis of pedestrian and bicycle infrastructure on campus was the next component. A photographic inventory of campus was created, and input was gathered during meetings with the campus bicycle and pedestrian committee, which included students, faculty, and other key stakeholders from the campus community. Neel-Schaffer used the vital information gathered and analyzed from the first two components to develop the overall design of bicycle and pedestrian improvements on campus. These improvements were developed into an overall plan, larger district plans and support graphics. These components were then incorporated into a draft document format with support text. The final task was to present the draft document and provide any revisions necessary.

The final document provides a comprehensive roadmap for future development of bicycle and pedestrian infrastructure on campus. It provides the basis for a campus that is designed for the safety, experience and convenience of a cyclist or pedestrian and provides for stronger connections to adjacent land uses and pedestrian infrastructure.





Mississippi State University Westside Master Plan

Teaming with Sasaki Architects, PC, Neel-Schaffer developed Master Plan Updates for the Main Campus of MSU and the Westside of campus that has experienced a good deal of growth in the last several years. Neel-Schaffer analyzed the existing Parking, Vehicular Circulation, Mutlimodal Transportation, Utilities and Stormwater, and Landscape conditions and made recommendations based on goals and objectives set by the University. Each section took into account past trends and recent growth to look forward. The plans purpose is to create safer transportation, mitigate traffic congestion, anticipate ample parking, provide adequate and reliable utility services, and preserve and enhance campus landscapes.

RELEVANCE TO THIS PROJECT

- ☑ Enhanced Pedestrian Nodes
- ☑ Enhanced Landscaping
- ☑ Improved Pedestrian Safety and Connectivity
- ☑ Implemented Traffic Control/Calming Measures
- ☑ Optimized Parking

City of Starkville, MS

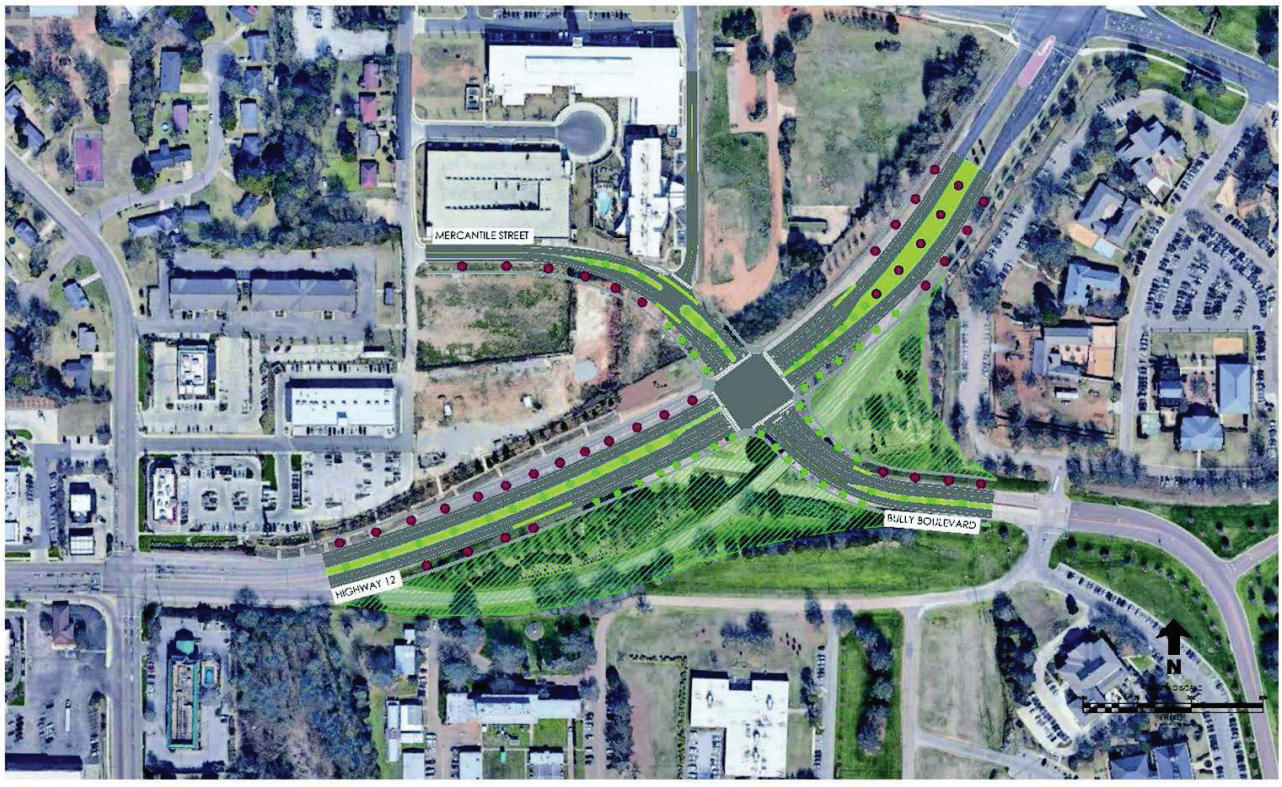
Role
Transport. Sub to Sasaki

Project Initiated
January 2021

Scheduled Completion Date
February 2022

Completion Date
-

Construction Cost
$51,200



HIGHWAY 12 & BULLY BOULEVARD CONCEPT
REALIGNMENT EXHIBIT

THE UNIVERSITY OF SOUTHERN MISSISSIPPI
TRENT LOTT NATIONAL CENTER

Marshall County Growth Spurs Need for Land-Use Alternatives Project

The Marshall County Industrial Development Authority commissioned USM's Economic Development Research Team to conduct a study proposing alternatives for highest and best use of 300 acres of real estate property that borders the northern edge of Chickasaw Industrial Park. On July 28th, the research team hosted community leaders and residents at the Casey Community Fire Department to seek input and gain insight about potential future uses of the property. Residents and landowners of the beleaguered property initially approached county leaders interested in a negotiated sell because of rapid growth in industrial development and highway infrastructure projects which now encircles the property. As part of the study currently underway, USM researchers are partnering with The University of Memphis to develop alternative-use recommendations.

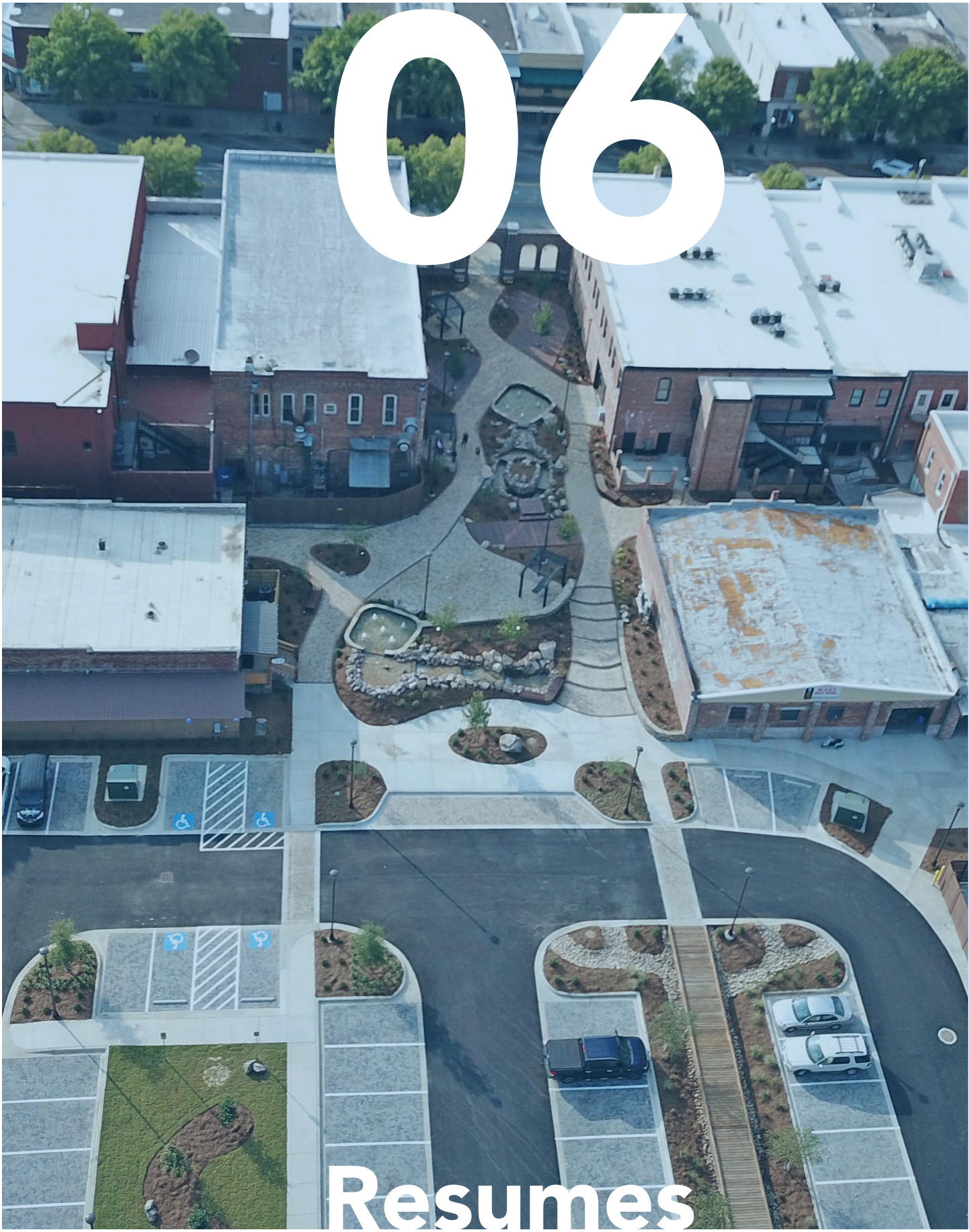
Waveland, Mississippi Boardwalk and Marina Market Feasibility Analysis

The University of Southern Mississippi's Trent Lott National Center was commissioned by the Gulf Regional Planning Commission to determine the market feasibility of a proposed boardwalk and marina development in Waveland, Mississippi. Currently, the Waveland waterfront does not feature any commercial activity related to the retail or restaurant industry. Residents and visitors have to drive either inland to restaurants or shopping in Waveland or surrounding communities, such as Bay St. Louis. To capture some of this demand and fill market gaps, the city of Waveland has expressed interest in constructing a development composed of a raised boardwalk and several retail and restaurant establishments. Additionally, Waveland is the only community on the Gulf Coast that does not have a public marina, so a marina is of interest as well. The methodology for the study is to establish a conceptual framework regarding market feasibility for a coastal community. The primary source of investigation is a desktop review of secondary data from online databases, including EMSI, ESRI Community Analyst, and Chmura JobsEQ. In order to draw final conclusions, a supply-demand analysis is performed to determine the extent to which the data supports proceeding with the project as described. Information was also gathered through an in-person visit to Waveland and the proposed project site. Interviews with the Gulf Regional Planning Commission's staff were conducted to obtain supporting documents such as recent grant proposals.

Examination of the Contribution of Healthcare to the Regional Economy

The Trent Lott Center was asked to determine the economic contribution of Forrest Health Systems, Hattiesburg Clinic, and Southern Bone & Joint Specialists on nineteen contiguous Mississippi counties while using Forrest County and the City of Hattiesburg as its primary center. The findings showed that these healthcare providers contributed $1.4 billion to the region's economy and supported 10,670 jobs in 2016 through 1,511,766 total patient visits. Jobs include 6,338 direct jobs, 1,775 supplier jobs, and 2,557 induced jobs. The combined effect of employee earnings, expenditures, revenues, and economic activity produced by the three employers contributed more than $187.5 million in taxes in 2016. Additionally, the average annual capital investments from construction projects contributed an estimated $36.2 million to the region and these investments supported 262 jobs. The organizations combined contributed more than $1.494 million in sponsorships, employee contributions and fundraising events hosted and/or sponsored 97 community outreach events reaching an estimated 57,000 people.

The analysis was conducted using the IMPLAN economic impact analysis for planning model. The project was led by Dr. Shannon Campbell with support from Drs. Chad Miller of the USM COB and Ron Swager of Swager Consulting, LLC, TLC staff Tasha May and Heather Brown, and graduate assistants Imran Ahmed and Michael Brinza.



06

Resumes

BOB BARBER
PARTNER, FAICP

ORION
PLANNING+DESIGN



Bob has over 30 years of experience in planning and community development at the regional, county, and municipal levels including substantial practice with private sector development. He has served as a teacher and mentor at the university level, as an advocate for disadvantaged and minority communities in both professional and private life, created successful private/public partnerships for redevelopment, and successfully implemented nationally recognized and award winning place making principles.

PROFESSIONAL EXPERIENCE

PARTNER — ORION PLANNING & DESIGN
Hernando, MS, 2011 to date

PRINCIPAL — ROBERT L. BARBER & ASSOCIATES
Hernando, MS, 1986 – 2012

DIRECTOR OF PLANNING — HERNANDO, MS
Retired 1996 – 2012

DEPUTY DIRECTOR OF PLANNING — DESOTO COUNTY, MS
DeSoto County, MS, 1988 – 1996

REGIONAL PLANNER — NORTH DELTA PLANNING & DEVELOPMENT DISTRICT
Clarksdale, MS, 1984 – 1986

EDUCATION

MASTER OF URBAN AND REGIONAL PLANNING
University of Mississippi

BACHELOR OF ARTS, MAJOR IN PHILOSOPHY AND RELIGION
University of Mississippi

ACTIVITIES, AFFILIATIONS, AWARDS

REGION III COMMISSIONER–AMERICAN INSTITUTE OF CERTIFIED PLANNERS

MEMBER–AICP COLLEGE OF FELLOWS & PAST CHAIR

PAST CHAIR–APA CHAPTER PRESIDENTS COUNCIL

MISSISSIPPI APA - BEST PLAN AWARD 2017
Brandon Comprehensive Plan, Brandon, MS

MISSISSIPPI APA - BEST PLAN AWARD 2017
Brandon Comprehensive Plan, Brandon, MS

MISSISSIPPI APA - BEST PLAN AWARD 2013
Brandon Downtown Plan, Brandon, MS

2013 AMERICAN INSTITUTE OF CERTIFIED PLANNERS AWARD FOR EXCEPTIONAL PRACTICE

MISSISSIPPI'S LIVABLE CITY AWARD FOR OUTSTANDING PLAN IMPLEMENTATION
Hernando, MS, 2000

AMERICAN HOMETOWN LEADERSHIP AWARD, AMERICAN INSTITUTE FOR SMALL TOWNS
Hernando, MS, 1999

RELEVANT PROJECTS

- **DIAMONDHEAD VISION 2040 COMPREHENSIVE PLAN AND DEVELOPMENT CODE**
  Project Director, Diamondhead, MS
- **NEW ALBANY NEXT COMPREHENSIVE PLAN AND DEVELOPMENT CODE**
  Project Director, Corinth, MS
- **ENVISION CORINTH 2040 COMPREHENSIVE PLAN AND DEVELOPMENT CODE**
  Project Director, Corinth, MS
- **PLAN PASCAGOULA COMPREHENSIVE PLAN**
  Project Director, Pascagoula, MS
- **PLAN BRANDON COMPREHENSIVE PLAN AND DEVELOPMENT CODE**
  Project Director, Brandon, MS
- **VISION 2037 OXFORD COMPREHENSIVE PLAN AND DEVELOPMENT CODE**
  Project Director, Oxford, MS
- **PLAN DE INTERVENCIÓN URBANA EN ESTACIÓN FINAL DE LÍNEA ROJA, LA TAMBORADA/ BANCO INTERAMERICANO DE DESARROLLO**
  Senior Planner, Cochabamba, Bolivia
- **BRANDON DOWNTOWN MASTER PLAN**
  Project Director, Brandon, MS
- **ESTUDIOS BASE PARA LA IMPLEMENTACIÓN DEL PROYECTO PILOTO DE TRICICLOS ELÉCTRICOS PARA EL TRANSPORTE SOCIAL, DE CARGA Y PÚBLICO DE PASAJEROS**
  Senior Planner, San Juan Comalapa, Guatemala

TEACHING

- **LAND USE PLANNING LECTURER–CERTIFIED MUNICIPAL OFFICIALS INSTITUTE**
  Mississippi Municipal League, 1999 to present.
- **DESIGNED AND WROTE CURRICULUM USED IN TRAINING OVER 1000 MUNICIPAL MAYORS AND BOARD MEMBERS IN PLANNING AND COMMUNITY DEVELOPMENT.**
- **ADJUNCT PROFESSOR OF CITY AND REGIONAL PLANNING–UNIVERSITY OF MEMPHIS**
  School of Urban Affairs and Public Policy, Graduate Program in City and Regional Planning

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Hernando, MS 38632

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BERT KUYRKENDALL
PARTNER, AICP, PE

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Bert has over 25 years of experience in muncipical, county and land development planning and design, working in both the public and private sectors. As a consultant he specializes in project management and deliery for planning projects, has extensive experience in public presentations, leading charrette excercies, and developing and managing project critical path processes. As a planner and engineer, Bert is able to bring a balanced approach to land planning and transportation/infrastructure planning and implementation projects.

PROFESSIONAL EXPERIENCE

PARTNER–ORION PLANNING + DESIGN
Chattanooga, TN, 2021 -

BIRMINGHAM DEPARTMENT OF TRANSPORTATION
TRANSPORTATION DESIGN MANAGER
Birmingham, AL, 2020-2021

MŌD TRANSPORTATION CONSULTING
PRINCIPAL ENGINEER AND PLANNER
Chattanooga, TN, 2019 - 2021

GRESHAM SMITH
SENIOR ENGINEER AND PLANNER
Chattanooga, TN, 2017 - 2019

CHATTANOOGA DEPARTMENT OF TRANSPORTATION
CITY TRANSPORTATION ENGINEER
Chattanooga, TN, 2013 - 2017

CITY OF HATTIESBURG
CITY ENGINEER
Hattiesburg, MS, 2009 – 2013

EDUCATION

BS IN CIVIL ENGINEERING
Mississippi State University

BS IN MATHEMATICS
Belhaven University

ACTIVITIES AND AFFILIATIONS

NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS
Licensed Professional Engineer

AMERICAN PLANNING ASSOCIATION

AMERICAN INSTITUTE OF CERTIFIED PLANNERS
Certified Planner

CONGRESS FOR THE NEW URBANISM
CNU Accredited

RELEVANT PROJECTS

- DAHPNE COMPREHENSIVE PLAN
  Planner and Engineer, Daphne, AL, current
- DIAMONDHEAD COMPREHENSIVE PLAN
  Planner and Engineer, Diamondhead, MS, current
- NEW ALBANY COMPREHENSIVE PLAN
  Planner and Engineer, New Albany, MS, 2019-2020
- TUSCALOOSA TRANSPORTATION STANDARDS
  Project Lead, Tuscaloosa, AL, current
- WHITE-HARDEE BOULEAVRD CORRIDOR PLAN
  Planner and Engineer, Hardeeville, SC, 2019-2020
- MISSISSIPPI MAIN STREET ENVISION CONNECT
  Planner and Engineer, Various Towns, 2021
- GREENWAY/BIKEWAY MASTER PLAN
  Planning Lead, Pigeon Forge, TN, 2018-2019
- TITUSVILLE NEIGHBORHOOD GREENWAY
  Project Engineer and Planner, Birmingham, AL, 2021
- HANCOCK COUNTY CORRIDOR PLAN
  Planner and Engineer, Hancock County, MS, current
- NORTH AVENUE COMPLETE STREET
  Design Lead, Atlanta, GA, 2018-2019
- COMPLETE STREET IMPLEMENTATION PLAN
  Project Lead, Chattanooga, TN, 2014-2016
- NOLENSVILLE MAJOR THOROUGHFARES PLAN
  Planner and Engineer, Nolensville, TN, current
- DOWNTOWN MASTER PLAN
  Transportation Planner, Middlebury, VT, 2019-2020
- COUNTYWIDE BIKE AND PEDESTRIAN PLAN
  Project Engineer, Jackson County, MS , 2018-19
- MLK BOULEVARD COMPLETE STREET RETROFIT
  Project Engineer, Chattanooga, TN, 2015-2016
- BROAD STREET PROTECTED BIKE LANES
  Project Administrator, Chattanooga, TN 2014-2015
- CORRIDOR AND COMPLETE STREET PLAN
  Planner and Engineer, Manchester and Tullahoma, TN 2017-2018

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Chattanooga, TN 37408

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bert@orionplanningdesign.com

RON SLADE
PARTNER, ASLA

ORION
PLANNING+DESIGN



Ron has more than 25 years of experience in Land Planning, Landscape Architectural Design and Construction experience. He has managed the design, planning, permitting and construction of many multidisciplined projects, planned communities, resort projects, mixed use developments, commercial, education, health care and transportation projects at significant scales and scopes throughout his career. Ron has worked in a multi-disciplinary environment for most of his career.

PROFESSIONAL EXPERIENCE

PARTNER — ORION PLANNING & DESIGN
St. Simons Island, GA, 2020

OWNER — SLADE+BEAL DESIGN
Bozeman, MT

OWNER — BECHTLE SLADE
Bozeman, MT

PRINCIPAL — CTA ARCHITECTS
Bozeman, MT

PLANNING DIRECTOR — HOK
Houston, TX

EDUCATION

UNIVERSITY OF GEORGIA
Bachelor of Landscape Architecture

RELEVANT PROJECTS

- **NORTH 40 MIXED-USE DEVELOPMENT**
  Ennis, MT
  Lead the conceptual master planning and design guidelines of this 40-acre mixed-use development.

- **YELLOWSTONE PRESERVE**
  Big Sky, MT
  Lead the conceptual master planning and entitlements for this large lot, 160-acre high-end residential community through entitlements and conceptual design of the care takers residence and sales center.

- **BIG SKY TOWN CENTER PLANNED UNIT DEVELOPMENT**
  Big Sky, MT
  Lead master planning, design guidelines, architectural and site design review. His firm designed several commercial buildings and did all of the urban design, common area site design, park design, entry monument, music pavilion and overall signage. 11 years of work within this project. 165 acres

RELEVANT PROJECTS

- **BIG SKY RESORT MOUNTAIN VILLAGE**
  Big Sky, MT
  Lead the master planning and design guidelines for the ski village as well as several residential neighborhoods. Lead the urban design and construction of the central skier plaza. Also, completed the entitlements and approvals for the total build out of the master plan with Gallatin and Madison counties. 11 years of work within project.

- **PIONEERS CROSSING**
  Manhattan, MT
  Lead the conceptual master planning and entitlements for this 40-acre residential community through permitting and city entitlements. Lead the design and construction documents for $400,000 entry feature, designed the central park and provided design guidelines and architectural review for proposed builders.

- **COWDRY TOWERS MIXED-USE DEVELOPMENT**
  Bozeman, MT
  Lead master planning and conceptual architectural design for over 1,000,000 sf of mixed-use space. Lead urban design and permitting with the City of Bozeman.

- **WINCHESTER RANCH MIXED-USE DEVELOPMENT**
  Bozeman, MT
  Lead the conceptual master planning and design guidelines of this 40-acre mixed-use development and preliminary permitting.

- **IBM TIVOLI CORPORATE CAMPUS**
  Austin, TX
  Lead conceptual master planning and landscape architectural design for 250,000 sf of new buildings in a campus master plan. Designed the common spaces and campus landscape architecture for over $2,000,000 in site improvements and water feature.

- **CITY OF HOUSTON LIGHT RAIL CORRIDOR**
  Houston, TX
  Lead the urban design and landscape architecture for this 7.6 mile light railway corridor from the Houston Livestock Arena to Downtown and provided 35% construction documents.

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St. Simons Island, GA 31522

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ron@orionplanningdesign.com

ALLISON MOUCH
PARTNER, AICP

ORION
PLANNING+DESIGN



Allison has fourteen years of professional planning and design experience in the public, private and non-profit sectors. Her areas of specialization include comprehensive plans, public engagement, code development, project management, mapping, and analysis, with a focus on collaboration as a means of achieving positive outcomes. Allison has wide-ranging experience working with private developers and public clients on forward-thinking land use and design solutions, fostering meaningful partnerships that result in sound policy and planning decisions.

PROFESSIONAL EXPERIENCE

PARTNER — ORION PLANNING & DESIGN
Missoula MT, 2016 - present

COMMUNITY PLANNING BUREAU CHIEF — MONTANA DEPARTMENT OF COMMERCE
Helena, MT, 2012-2016

PLANNER II — FLATHEAD COUNTY PLANNING & ZONING
Kalispell, MT, 2008-2012

ASSOCIATE — INSTITUTE FOR ENVIRONMENTAL NEGOTIATION
2007-2008

LAND PLANNER — EQUESTRIAN SERVICES, LLC
Charlottesville, VA, 2006-2008

PLANNING CONSULTANT — METROPARKS OF THE TOLEDO AREA
2005-2006

EDUCATION

MASTER OF URBAN & ENVIRONMENTAL PLANNING
University of Virginia

BACHELOR OF ARTS IN ARCHITECTURE
Miami University (OH)

PUBLICATIONS

LAND USE PLANNING IMPACTS IN EASTERN MONTANA
Montana Policy Review, Fall 2012

BUILDING SUSTAINABILITY FROM THE GROUND UP
Graduate Thesis, 2007-2008

DESIGNING FOR THE HOMELESS AND THE HOME HOUSE PROJECT
Journal of Architectural Education, 2005

SPEAKING

Allison has spoken at numerous state and regional conferences over the years, including Montana, Idaho, Mississippi and Alabama state planning chapter conferences, the Western Planner, and the Montana Downtown Conference. She has presented at National Planning Conferences in Las Vegas (2008), Chicago (2013), Atlanta (2014), and San Francisco (2019), and has been a panelist on webinars hosted by the American Planning Association on fracking and energy development in the west in 2013/2014.

RELEVANT PROJECTS

- **TWIN FALLS CO. COMPREHENSIVE PLAN AND DEVELOPMENT CODE UPDATE**
  Project Director
- **BUTTE-SILVER BOW CO. GROWTH POLICY UPDATE**
  Project Director
- **NIOBRARA CO. COMPREHENSIVE PLAN**
  Project Co-Director
- **MISSOULA CO. FUTURE LAND USE MAP OUTREACH FACILITATION**
  Project Director
- **NEW ALBANY NEXT COMPREHENSIVE PLAN**
  Project Team
- **GROW WEST MEMPHIS COMPREHENSIVE PLAN**
  Project Team
- **ENVISION DIAMONDHEAD COMPREHENSIVE PLAN**
  Project Team
- **SHERIDAN CO. COMPREHENSIVE PLAN UPDATE**
  Project Team
- **OCONEE CO. COMPREHENSIVE PLAN UPDATE**
  Project Team
- **ENVISION CORINTH 2040 COMPREHENSIVE PLAN AND CODE UPDATE**
  Project Team

ACTIVITIES, AFFILIATIONS, AWARDS

- **AMERICAN PLANNING ASSOCIATION**
- **AMERICAN INSTITUTE OF CERTIFIED PLANNERS**
- **APA WESTERN CENTRAL CHAPTER**
  President, 2014 - 2017
- **MONTANA ASSOCIATION OF PLANNERS**
  Board Member, 2013 - present
- **LEADERSHIP HELENA**
  2015-2016
- **CITY OF HELENA ZONING COMMISSION**
  Member, 2014 - 2016
- **HEALTHY COMMUNITIES COALITION**
  Plan4Health Team Lead, Lewis & Clark County
- **HELENA WOMEN'S STEM ROUNDUP**

1105 Village Way
Missoula, MT 59802

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allison@orionplanningdesign.com

OLIVER SEABOLT
PARTNER

ORION
PLANNING+DESIGN



Oliver has more than 19 years of combined experience in landscape architecture, urban design, and real estate. He has extensive experience in the design, management, and implementation of complex domestic and international projects of varying scales. Working closely with both public and private entities, he has successfully led planning, design, and real estate development projects throughout his career. His unique multi-disciplined skill set is instrumental in providing innovative and implementable solutions for challenging projects.

PROFESSIONAL EXPERIENCE

PARTNER — ORION PLANNING & DESIGN
St. Simons Island, GA, 2015-

SENIOR DESIGNER — ALTA PLANNING + DESIGN
St. Simons Island, GA, 2012-2015

ASSOCIATE — SWA GROUP
Los Angeles, CA, 2010-2012

PRINCIPAL — SEABOLT ASSOCIATES
Atlanta, GA, 2003-2010

PROJECT MANAGER — HARGREAVES ASSOCIATES
San Francisco, CA, 2001-2002

PROJECT MANAGER — REECE, HOOPES, & FINCHER
Atlanta, GA, 1997-1999

EDUCATION

HARVARD UNIVERSITY
Post-Professional Master in Landscape Architecture

UNIVERSITY OF GEORGIA
Bachelor of Landscape Architecture

ACTIVITIES AND AWARDS

COMMISSIONER - ISLANDS PLANNING COMMISSION
Glynn County, GA, 2012 - 2015

VISITING REVIEW CRITIC
USC School of Architecture, 2011

VISITING CRITIC IN LANDSCAPE ARCHITECTURE
Harvard University Career Discovery, 2001

MISSISSIPPI APA - BEST PLAN AWARD 2013
Brandon Downtown Plan, Brandon, MS

MISSISSIPPI APA - BEST PLAN AWARD 2017
Brandon Comprehensive Plan, Brandon, MS

ALABAMA APA - BEST PLAN AWARD 2017
West Side Master Plan, Madison, AL

MISSISSIPPI MAIN STREET ASSOCIATION - 2019 BEST ECONOMIC RECRUITMENT AWARD
Rehabit Downtown, Greenwood, MS

RELEVANT PROJECTS

- **BROWNFIELD REDEVELOPMENT 'REHABIT' PROJECT**
  Greenwood, MS
- **DIAMONDHEAD COMPREHENSIVE PLAN**
  Diamondhead, MS
- **DIAMONDHEAD TOWN CENTER FORM BASED CODE**
  Diamondhead, MS
- **PASCAGOULA DOWNTOWN REDEVELOPMENT PLAN**
  Pascagoula, MS
- **PASCAGOULA COMPREHENSIVE PLAN**
  Pascagoula, MS
- **DIAMONDHEAD TOWN CENTER FORM BASED CODE**
  Diamondhead, MS
- **PASS CHRISTIAN URBAN RENEWAL PLAN**
  Pass Christian, MS
- **BRANDON DOWNTOWN PLAN**
  Brandon, MS
- **DOWNTOWN REVITALIZATION MASTER PLAN**
  Springdale, AR
- **DOWNTOWN PARKING AND OPEN SPACE PLAN**
  Dublin, GA
- **BRANDON COMPREHENSIVE PLAN AND DEVELOPMENT CODE**
  Brandon, MS
- **OXFORD COMPREHENSIVE PLAN & CODE**
  Oxford, MS
- **CORINTH COMPREHENSIVE PLAN & CODE**
  Corinth, MS
- **SHANGHAI DISNEYLAND - RETAIL, DINING, & ENTERTAINMENT DISTRICT**
  Shanghai, China
- **SANTANA ROW MIXED-USE DEVELOPMENT**
  San Jose, CA
- **PISMO BEACH SHELL BEACH ROAD STREETSCAPE**
  Pismo Beach, CA
- **VIDALIA TOWN CENTER**
  Vidalia, LA

116 Cater Street,
St. Simons Island, GA 31522

404.933.0143

oliver@orionplanningdesign.com

CAROL RHEA
PARTNER, FAICP

ORION
PLANNING+DESIGN



Carol has 30+ years of experience in public and private sector planning positions. In addition to private consulting, she spent more than 15 years working in municipal, county, regional, and state government, managing increasingly complex programs involving current and long range planning, community development, code enforcement, building inspections and solid waste. She served APA in various roles and is past president of the 45,000-member association. Carol is a certified planner and Fellow of AICP.

PROFESSIONAL EXPERIENCE

PARTNER–ORION PLANNING + DESIGN
Huntsville, AL, 2011 -

PRESIDENT–RHEA CONSULTING
Shelby, NC, 2001-2011

ASSISTANT DIRECTOR–PLANNING AND DEVELOPMENT SERVICES
York County, SC, 2008 - 2009

DIRECTOR–PLANNING AND DEVELOPMENT
City of Monroe, NC, 1996 - 2001

COMMUNITY DEVELOPMENT PLANNER–NC DEPARTMENT OF COMMERCE
Division of Community Assistance, Winston-Salem, NC
1987 – 1996

REGIONAL PLANNER–SOUTHWEST FLORIDA REGIONAL PLANNING COUNCIL
Fort Myers, FL, 1985 - 1987

EDUCATION

MA IN GEOGRAPHY
University of North Carolina - Charlotte

BS IN EARTH SCIENCE
University of North Carolina - Charlotte

POST-GRADUATION TRAINING AND COURSEWORK
University of North Carolina - Chapel Hill

ACTIVITIES AND AFFILIATIONS

PAST-PRESIDENT–AMERICAN PLANNING ASSOCIATION
2015-2017

BOARD OF DIRECTORS–AMERICAN PLANNING ASSOCIATION
2004-2012, 2014-2018

AMERICAN INSTITUTE OF CERTIFIED PLANNERS–COLLEGE OF FELLOWS

AL & SC–AMERICAN PLANNING ASSOCIATION

NC LID CERTIFIED PROFESSIONAL, #061

BOARD OF DIRECTORS–HISTORIC SHELBY FOUNDATION
Shelby, NC, 2001-2007

SHELBY NC PLANNING AND ZONING BOARD
2004-2007

RELEVANT PROJECTS

- MAUI COUNTY HI ZONING CODE REWRITE
  Project Lead, ongoing
- EVANSVILLE/VANDERBURGH COUNTY IN UDO REWRITE
  Principal Planner, ongoing
- CITY OF MADISON AL ZONING CODE UPDATE
  Project Director, ongoing
- TWIN FALLS COUNTY ID COMPREHENSIVE PLAN UPDATE
  Principal Planner, 2020
- GREENVILLE COUNTY SC COMPREHENSIVE PLAN
  Principal Planner, 2019
- MISSOULA COUNTY MT CODE AUDIT/REWRITE
  Principal Planner, 2019-20
- ESTUDIOS BASE PARA LA IMPLEMENTACIÓN DEL PROYECTO PILOTO DE TRICICLOS ELÉCTRICOS PARA EL TRANSPORTE SOCIAL, DE CARGA Y PÚBLICO DE PASAJEROS
  Principal Planner, San Juan Comalapa, Guatemala, 2019
- ENVISION CORINTH 2040 COMPREHENSIVE PLAN + CODE UPDATE
  Principal Planner, 2018
- PLAN DE INTERVENCIÓN URBANA EN ESTACIÓN FINAL DE LÍNEA ROJA, LA TAMBORADA/ BANCO INTERAMERICANO DE DESARROLLO
  Principal Planner, Cochabamba, Bolivia, 2018
- KENTON COUNTY ZONING CODE AUDIT AND MODEL CODE
  Principal Planner, Kenton County, Kentucky, 2019
- BELMONT NC COMPREHENSIVE LAND USE PLAN
  Project Director, 2017-18
- MAUI COUNTY HI ZONING CODE AUDIT
  Project Director, 2017-18
- WESTSIDE MASTER PLAN
  Project Director, Madison, AL, 2016

SPEAKING

Carol has spoken at numerous state, regional, national and international conferences hosted by APA, AIA, ASLA, National League of Cities, leagues of municipality, the NC Bar Association, the Royal Town Planning Institute, the Planning Institute of Australia, Hong Kong University of Science and Technology, the Ministry of Housing and Urban and Rural Development, Zhejiang University, and the Shandong Provincial Land and Resource Bureau among others.

1369 Heritage Manor Dr.
Jacksonville, FL 32207

256.763.1542

carol@orionplanningdesign.com

Russ Bryan, ASLA

NEEL-SCHAFFER
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Registrations

Registered Landscape Architect No. 518 Mississippi State Board of Architecture, Louisiana No.699, Alabama No.768, Texas No. 3064, South Carolina LAS 1361

Education

Bachelor of Landscape Architecture, Mississippi State University, 2002

Professional History

Mr. Bryan joined Neel-Schaffer in 2007 and has 18 years of experience in planning, design and construction projects for public and private clients.

He is a Vice President with the firm and serves as discipline leader for Landscape Architectural services. His experience includes planning and placemaking for urban corridors, streetscapes, bike/pedestrian networks, event spaces, and parks. Mr. Bryan also has experience in creating plans for office parks, residential subdivisions, and detailed site analysis and assessment. These projects created spaces that are functional, attractive, compatible with the natural environment, and safe for all modes of transportation including bicycle, pedestrian, and vehicular.

Mr. Bryan has also served as an advocate for downtown redevelopment, cycling, hiking and blueways through his involvement with the Hattiesburg Downtown Association and Piney Woods Conservation Group.

Related Experience

Downtown Traffic Study and Master Plan, Hattiesburg, MS: Created master streetscape plan for downtown area. Proposed improvements consist of conversion of one-way streets to two-way, street trees, decorative paving, crosswalk, traffic calming, intersection bulb-outs and landscape improvements.

Hernando (MS) Bicycle and Pedestrian Master Plan: Project Manager. Led the team to create a citywide Bicycle and Pedestrian Master Plan. Previous studies and planning efforts were analyzed and documented within the plan. Community input was gathered through the formation of a Stakeholder Group. This input, along with a thorough investigation of the existing nodes of activity, opportunities, constraints and bicycle and pedestrian infrastructure, provided the inventory and analysis portion of the plan. A comprehensive bicycle and pedestrian network plan was developed with visual exhibits to provide graphical support. Phasing and budget plans were developed to provide a guide for the City's implementation of the plan.

City of Tuscaloosa (AL) Riverwalk Masterplan Update: Project Landscape Architect. Neel-Schaffer was contracted to update the approved 2003 Riverwalk Master Plan for approximately 13 miles of riverwalk/greenway along the Black Warrior River. The Riverwalk consists of a pedestrian/bicycle corridor that will parallel the Black Warrior River and connect the major features that are either existing and/or proposed in this Plan. The Riverwalk will be located on both the north and south side of the Black Warrior River. The master Plan will be updated to denote the phases of the Riverwalk that have been constructed on the south side of the Black Warrior River since the approval of the 2003 Master Plan. The update includes an executive summary of the study and findings, detailed field analysis of the corridor, stakeholder meetings and public input sessions along with coordination meetings with the City and the Consultant Design Team.

University of Southern Mississippi Front Landscape Restoration, Hattiesburg, MS: Provided conceptual design, construction plans and construction administration for the rehabilitation of the area of campus damaged by a tornado on February 10, 2013. Also provided support materials for administration review and approval, as well as material to support the private fundraising effort. Improvements included the development of multiple plaza spaces, honor wall, pedestrian bridge replacement, landscape and irrigation design.

Old Trace Park Urban Stormwater Demonstration Project For Water Quality Improvements, Ridgeland, MS: Created plans and specs to retrofit storm water quality improvements to the parking lot at Old Trace Park. Best management practices included recessed parking lot islands and rain gardens to capture and treat storm water prior to entering Ross Barnett Reservoir.

Campus Pedestrian & Bicycle Master Plans, University of Southern Mississippi, Hattiesburg Main Campus and Gulfpark Long Beach Campus: Created a master plan for the development of additional bicycle and pedestrian improvements throughout campus and within the adjacent land uses. The process included documentation of input from various members of the campus community, review of prior related planning documents, conceptual design of bicycle and pedestrian improvements, a phasing plan, and cost estimates.

Gordons Creek Master Plan, Hattiesburg, MS: Provided preliminary engineering, feasibility analysis, cost estimating, and a landscape maintenance schedule for the Gordon's Creek Linear Park Master Plan.

Highway 49 Landscape Improvements: Project Landscape Architect. Project funded by MDOT that included design and preparation of construction plans and specifications and construction engineering & inspection. Project consisted of landscaping from the Convention Center to William Carey along Highway 49.

Michael Essary, PE



Registrations

Professional Engineer: Mississippi, 11856

Education

Bachelor of Science, Civil Engineering, Mississippi State University, 1988

Professional History

Mr. Essary joined Neel-Schaffer in 1996 and has more than 30 years of experience in the engineering field, working as a Project Engineer and/or Project and Client Manager on a wide variety of civil site, roadway and transportation projects.

Mike has 25 years of management experience, and for many years he served as the Engineer Manager for Neel-Schaffer's Pine Belt Region, overseeing the Hattiesburg and Laurel offices. Now based in the Central Mississippi Region, Mike splits his time between the firm's Jackson, Madison and Vicksburg office, overseeing a variety of projects for clients that include counties, municipalities, schools and state and federal organizations.

As a Project and Client Manager, Mike listens to clients to understand the needs and challenges of their projects and then works closely with them to develop solutions that fit within budget and timelines. Mike takes great pride in developing a project from the conceptual stage through construction. He has a thorough knowledge of the various permitting processes most projects must go through, and he has extensive experience working with local, state and federal officials.

Related Experience

US 49 from Camp Shelby to US 98, Hattiesburg, MS: Project included reconstructing/widening the inside and outside shoulder and slopes along US 49. The project included: improvement of the vertical alignment at selected locations; shifting or closing median crossovers that did not meet the required sight distance and spacing requirements; installation of guardrails along the outside shoulders in areas where slope criteria could not be achieved within the existing right-of-way; and the replacement of a traffic signal and the addition of modern ITS elements. Neel-Schaffer needed just five months to complete design and deliver plans for this 3.5-mile, $10 million highway safety construction project for the MDOT.

Americans with Disabilities Act (ADA) Transition Plan – City of Hattiesburg, MS: This project included a survey of existing pedestrian infrastructure and development of an implementation plan. Compliance of existing infrastructure was determined and a phased approach to compliance was developed. The report outlines administrative steps that need to be taken by the city to be compliant with ADA regulations as well as annual costs for bringing pedestrian infrastructure into compliance. The program develops milestones for the City that will ensure ADA compliance within 15 years.

Gordon's Creek Park Master Plan, Hattiesburg (MS) Historic Downtown District: Worked with a local landscape architect and engineer to develop plans for a linear park along Gordon's Creek. The plan includes special education features that promote and highlight the local history and ecosystem. Landscape elements include overlooks and seating venues near the water's edge. Neel-Schaffer coordinated permitting efforts required for implementation of these ideas with the Army Corps of Engineers and the railroads that would be impacted by implementation. This project also included coordination on the local level with the Urban Development Department and the Floodplain Manager. Neel-Schaffer was also tasked with the development of conceptual engineering drawings to determine feasibility of the plan and to determine right-of-way constraints.

RSMS 35th Street Compound Parking Lot, Camp Shelby (Hattiesburg), MS: Project consisted of a nearly 3 acre concrete parking area that replaces a gravel parking in the 35th Street Compound. Project included installation of 8" thick concrete parking area designed to accommodate various military vehicles, adjusting grade to allow drainage away from buildings, a retaining wall and demolition of existing building ramps.

MDOT District 6 Headquarters Site Plan, Hattiesburg, MS: Project Manager. The project consisted of civil/site design and preparation of construction plans for the site plan for the new District 6 Headquarters building and parking lot. Engineering duties included site grading, storm drainage plan, striping, and signage plan and landscaping plan.

4th Street Improvements, Hattiesburg, MS: Project Manager. Neel-Schaffer provided design and construction oversight for this improvement project. Due to increased traffic along the east-west Fourth Street corridor in Hattiesburg, the project provided much needed roadway improvements and expansion for area motorists. The $5.3 million project was divided into two phases, involving work to widen a two-lane open ditch road into a three-lane curb-and-gutter road with drainage improvements. The project included grading, storm drainage, erosion control, traffic control, ROW acquisition and utility relocation. Phase one involved about a mile of roadway from 25th Avenue to Hutchinson Avenue, and phase two continued on to North Street, totaling around 1.3 miles in distance.

Geoffrey Crosby, PE



Registrations

Professional Engineer: Mississippi 19984

Education

Bachelor of Science, Civil Engineering, Mississippi State University, 2005

Training

Project Engineer

Professional History

Mr. Crosby joined Neel-Schaffer in July 2007 and has over a decade of experience in civil engineering. Mr. Crosby is responsible for the management of projects from the conceptual stages through design. He has worked on projects that were involved with funding agencies such as CDBG, MDOT, FEMA, and NRCS.

He has been responsible for the management of private and publicly funded projects in which he was responsible for developing drawings, cost estimation, and development of contract, bid documents, and technical specifications.

Mr. Crosby has been involved with the design of street and drainage projects, storm water management systems, potable water supply and distribution systems, and wastewater collection.

Related Experience

4th Street Roadway Improvements Phase I: Project Engineer. Project funded by MDOT that included design and preparation of construction plans and specifications and construction engineering & inspection. Project consisted of curb & gutter, drainage improvements, landscaped median, sidewalk, striping and signs, from North 25th Avenue to Hutchinson Avenue.

4th Street Roadway Improvements Phase II: Project Engineer. Project funded by MDOT that included design and preparation of construction plans and specifications and construction engineering & inspection. Project consisted of curb & gutter, drainage improvements, landscaped median, sidewalk, striping and signs, traffic signal from Hutchinson Avenue to North Street.

Lake Byron to Highway 49 Pathway: Project Engineer. Project funded by MDOT that included design and preparation of construction plans and specifications and construction engineering & inspection. Project consisted of a shared use path with lighting at the front of camp.

University of Southern Mississippi Montague Boulevard Pathway Improvements, Hattiesburg, MS: Project Engineer. Project funded by the Mississippi Department of Transportation that includes the design and preparation of construction plans and specifications and construction engineering and inspection. Project consists of a 10-foot shared use path that connects 38th Avenue to Ross Boulevard. This pathway will serve as the main east/west connection on this part of the campus and connects with the new parking lots and Nursing Building. Project also includes lighting.

USM Montague Parking Lot, Hattiesburg, MS: Senior Project Manager. Project funded by DFA that includes the design and preparation of construction plans and specifications and construction engineering and inspection. Project consists of asphalt parking, curb and gutter, drainage/underground detention, sidewalk, lighting, landscape and irrigation.

USM 35th Avenue Parking Lot, Hattiesburg, MS: Senior Project Manager. Project funded by DFA that includes the design and preparation of construction plans and specifications and construction engineering and inspection. Project consists of asphalt parking, curb and gutter, drainage/underground detention, sidewalk, lighting, landscape and irrigation.

USM Montague Roadway Extension, Hattiesburg, MS: Senior Project Manager. Project funded by DFA that includes the design and preparation of construction plans and specifications and construction engineering and inspection. Project consists of asphalt roadway extension of Montague Boulevard and includes on-street parking, curb and gutter, drainage/underground detention, sidewalk, lighting, landscape and irrigation. Project also included the demolition of the Printing Center.

Highway 49 Landscape Improvements: Project Engineer. Project funded by MDOT that included design and preparation of construction plans and specifications and construction engineering & inspection. Project consisted of landscaping from the Convention Center to William Carey along Highway 49.

Tuscan Avenue Sidewalk: Project Engineer. Project funded by MDOT that included design and preparation of construction plans and specifications and construction engineering & inspection. Project consisted of a sidewalk along Tuscan Avenue from Martin Luther King Boulevard to Edwards Street.

Mississippi Central Pathway: Rails to Trails - Project Engineer. Project funded by MDOT that included design and preparation of construction plans and specifications and construction engineering & inspection. Project consisted of a shared use path to provide a running path for the Troops training on base. Also consisted of a pavilion.

Hawkins Sidewalk Project: Project Engineer. Project funded by MDOT that included design and preparation of construction plans and specifications and construction engineering & inspection. Project consisted of a sidewalk as part of the Safe Routes to School. Project created a connection between the neighborhood and the Hawkins Elementary School.

Pride Field to Scianna Hall Pathway: Project Engineer. Project funded by MDOT that included design and preparation of construction plans and specifications and construction engineering & inspection. Project consisted of a shared use path, lighting, landscaping, irrigation, and on street parking.

Austin Lovitt, ASLA

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Registrations

Registered Landscape Architect:
Mississippi No 0658

Education

Bachelor of Landscape Architecture,
Mississippi State University, 2010

Certifications / Affiliations

American Society of Landscape Architects, Member
Hattiesburg Downtown Association, Design Committee, Chairman
USM Construction Engineering Technology, Industry Advisory Council, Member
Keep Hattiesburg Beautiful, Member

Professional History

Mr. Lovitt joined Neel-Schaffer in 2012 and has over 10 years of experience in landscape architecture, site planning, urban development, landscape and irrigation plans, master planning, streetscape improvements, 3D Modeling, recreation, local code and ordinances, and other related work.

He also has experience in writing grant application packets to assist clients in receiving infrastructure funding for future development.

Mr. Lovitt serves as Chairman of the Historic Hattiesburg Downtown Association Design Committee and is involved in many other civic groups such as Keep Hattiesburg Beautiful, and the USM Construction Engineering Technology Industry Advisory Council. He is proficient in programs such as Auto CAD, Sketchup, Photoshop and Lumion.

Related Experience

University of Southern Mississippi Union Plaza Renovations, Hattiesburg, MS: Project Manager. Neel-Schaffer provided engineering design and CE&I services for this $2.3 million project to renovate the Union Plaza area on the USM campus. The The plaza is located between the student union building and the west side of M.M. Roberts Stadium. The pedestrian area is used daily by students and by USM fans as a gathering place prior to football games. The renovations designed by Neel-Schaffer included removing the existing concrete and replacing it with a variety of amenities, including colored and scored concrete, new landscaped beds with a variety of shrub/tree/groundcovers, two wooden decks overlooking the site, a plaza area at the entrance to the student union that includes seat walls, a brick retaining wall with text from USM's Alma Mater, a raised concrete stage for concerts/speeches/assemblies, railings for accessibility, a bike canopy with the USM logo, and a paver art logo at ground level of the official University eagle logo.

Bicycle Improvements, Pearl River Community College, Poplarville, MS: Managed and designed the plans and specifications for a bicycle route though the Poplarville Campus. This project was funded by a Blue Cross Blue Shield Wellness Grant, and was awarded to PRCC to improve the bicycle infrastructure on campus. The project included establishing new curb ramps and pedestrian crossings, 8' concrete bike paths, bike route signage, and the installation of "sharrows" to improve safety for bicyclists.

University of Southern Mississippi (USM), Bicycle and Pedestrian Master Plan, Hattiesburg, MS: Created a master plan for the development of additional bicycle and pedestrian improvements throughout campus and within the adjacent land uses. The process has included documentation of input from various members of the campus community, review of prior related planning documents, conceptual design of bicycle and pedestrian improvements, a phasing plan and cost estimates.

USM Bicycle and Pedestrian Master Plan, Gulf Park Campus, Long Beach MS: Created a Master Plan including cost estimates and 3D-Modeling for the development of bicycle and pedestrian infrastructure on the Gulf Park Campus. This process included organizing and leading stakeholder meetings to receive ideas from the public, and the spatial development of a bike and pedestrian network to connect all current and future areas of campus. Other deliverables included bike and pedestrian design standards, pedestrian plaza areas and phasing plans.

Downtown Improvements Action Plan, Hattiesburg, MS: Designed and created a catalog of potential improvement projects for Downtown Hattiesburg. Created and led a "wayfinding committee", which consisted of members of the public, business owners, and government officials. The action plan provides conceptual designs, estimated costs, construction plans, and proposed graphics for projects selected by the City of Hattiesburg. It is intended to serve as a guide for future downtown improvements, and to assist the City of Hattiesburg with budgeting for future growth. Proposed improvements include signage and wayfinding, pedestrian kiosks, benches, trash receptacles, removable bollards, and string lighting.

Central Office Park, Hattiesburg, MS: Managed and designed the plans and specifications for a park adjacent to the Central Office of the Hattiesburg Public School District. This park is used by residents of the community and HPSD students for recreation, and serves as a green space for the Historic Oaks District of Hattiesburg. The project includes a concrete pathway that encircles the park, accessible entrances, grassing, and the re-routing of a former street to facilitate a connection for a future phase. The establishment of this park creates an attractive and aesthetically pleasing area at the entrance to Downtown Hattiesburg.

Gordon's Creek Phase 1, Hattiesburg MS: Created Landscape plans and specs for this project. Coordinated the installation of an Iron pedestrian entrance archway, a bridge across the creek, and landscape plantings. Gordon's Creek Park is a proposed linear park following the path of Gordon's Creek as it flows through Hattiesburg. The overall park concept meanders nearly three miles from Kamper Park to Chain Park. It will connect many of Hattiesburg's wonderful public amenities along the way. The Gordon's Creek Park concept consists of nine different phases but only Phase 1 has been installed. Phase 1 consists of a 8-foot wide concrete path along the creek, locations for public art, a boardwalk over the creek, lighting, benches, bicycle racks, entry signage, and landscape improvements. I was involved in all of these matters.

Chad R. Miller, Ph.D.
The University of Southern Mississippi
Professor, Economic Development
Graduate Program Coordinator for the Economic Development Master Program
College of Business and Economic Development
Department of Finance



Expertise

Dr. Miller is a Professor and Graduate Coordinator of the Master of Science of Economic Development program. He teaches economic development organization management, research methods & theory, real estate development & land use planning, and coordinates the International Economic Development (IEDC) True South course. He has managed over $3M in sponsored research projects. He has extensive private and public sector experience, including managing shipping and global distribution for American companies based in China and Vietnam. He was the Assistant Director of the Center for Logistics, Trade, and Transportation (CLTT), which helped promote economic development through improved freight transportation. He was also an Army Officer stationed in the Pacific Rim. He first became involved with economic development as a trade specialist in Maryland. Before joining USM, he worked for the Virginia Tech Office of Economic Development.

Selected Research

- Port of Gulfport Economic Impact Study for The Mississippi State Port Authority
- Mississippi Defense Initaitive (MDI) funded by the Department of Defense
- Inland Port Feasibility Study for Grenada, Mississppi
- The Impact of Fracking on Freight Distribution for U.S. DOT
- Reshoring and its Impact on Transportation Infrastructure for U.S. DOT
- Center for Freight and Infrastructure Research & Education (CFIRE) U.S. DOT University Transportation Center Consortium
- Economic Development Training for Mississippi Port Directors for the Mississippi Department of Transportation (MDOT)
- Developing and Implementing Strategies to Improve Management, Health, and Utilization of Forest and Forest Industry Through Market Development for the USDA US Forest

Education

Ph.D. in Public Administration and Policy
Virginia Polytechnic & State University, 2006

MBA - Boston University, 1990

B.A., in Government
College of William and Mary, 1986

Awards

2013-2014 Business Advisory Council Research Award

Louis K. Brandt Publication Award 2017

Brian A. Henson, MBA

Director of Trent Lott National Center for Excellence in Economic Development and Entrepreneurship, The University of Southern Mississippi



Expertise

Mr. Henson serves as Director of the Trent Lott National Center for Excellence in Economic Development and Entrepreneurship. With nearly two decades of experience in local and regional economic development. He most recently served as Chief of Staff for the Delta Regional Authority, a federal-state partnership covering eight states and managing a $30 million budget. For eight years, he was the Executive Director of the Kemper County (MS) Economic Development Authority. He assisted with the initial development of the Kemper County Integrated Gasification Combined Cycle Power Plant Project and the development and construction of the John C. Stennis Memorial Hospital.

Professional Experience

- Authentic Leadership Executive Education, Harvard University Kennedy School
- Completed Economic Development Institute/CEcD Curriculum, University of Oklahoma
- Chief of Staff, Delta Regional Authority
- Special Advisor for Congressional and Federal Affairs, Delta Regional Authority
- Consultant, Jackson Thornton Utilities Consultants
- Executive Director, Kemper County Economic Development Authority
- Assistant Vice President, Electric Power Associations of Mississippi

Education

MBA – Mississippi State University, 2000

B.S., in Business Administration - Mississippi State University, 1998

Grant Experience

- 2021 Principal Investigator, U.S. Economic Development Administration finalist, $500,000

Research, Project Management, Presentations & Facilitations

- Researcher, Mississippi Children's Museum Economic Contribution Study
- Manager, $30 million direct budget and oversaw $35.5 million indirect budget, Delta Regional Authority
- Oversaw all agency programs and initiatives, Delta Regional Authority
- Project liaison between Congressional staffs and Governor's staff in Mississippi, Louisiana, Alabama, Arkansas, Tennessee, Missouri, Kentucky, and Illinois
- Liaison to federal agency partners, White House, and the Office of Management & Budget
- Operational management of Kemper County Business Incubator Facility
- Economic development recruitment, expansion, retention, infrastructure development, community development, and government relations

Tasha B. May, MBA
The University of Southern Mississippi
Operations Manager and Research Analyst
Trent Lott National Center for Excellence in Economic Development and Entrepreneurship



Expertise

Ms. May is the Operations Manager and Research Analyst for the Trent Lott National Center. Her responsibilities include research and technical support, managing operational budgets, marketing communications, website maintenance, oversight for work assigned to graduate assistants, and engaging external constituent groups to promote USM and the Center's mission. She has been with the Trent Lott Center since 2013. Prior to USM, she was the Marketing Director for William Horne and Company, PLLC, and Central Sunbelt Federal Credit Union.

Research/Project Management

- Budget Manager, Special Projects
- Budget Manager, Advanced Economic Development Leadership program
- Researcher, Next Move Group, multiple data pulls
- Lead Researcher and Mentor, Student-Led Research Project, Outlook Overview of Physician Assistants and Commercial Pilots
- Designer, Guthrie Pellet Mill Economic Impact Infographic
- Designer, Mississippi Transportation Study for Wood Industry Infographic
- Project Lead, Trent Lott National Center Annual Reports
- Co-Researcher, Mississippi Department of Transportation, Leadership Development Planning Process and Final Report
- Project lead, Marion County Development Partnership, *Economic Impact Study*
- Researcher, CR Properties, *Active Assisted Living*
- Researcher, Tradition Medial Learning Community, *Economic Impact Projection*
- Co-Facilitator and Researcher, City of Pearl, *Strategic Plan*
- Project assistant, Grenada County Economic Development District, *Economic Impact and Tourism for Sports Complex and Feasibility Study for Sports Complex*
- Researcher, Families First for Mississippi, *Supplemental Technical Recommendations for Strategic Plan Implementation*
- Designer, Forrest Health System, Hattiesburg Clinic, and Southern Bone & Joint Specialists, *Economic Contribution Study*
- Research Assistant, USM *Football Economic Impact Study*

Education

Doctor of Philosophy in Human Capital Development - The University of Southern Mississippi, 2018 – Present

MBA - William Carey University, 2011

B.S., in Business Administration - The University of Southern Mississippi, 2007

Awards

Leadership Pinebelt, Class of 2015

True South Basic Economic Development Course, 2012

Sales and Marketing Professionals Award, 2011

Heather N. Brown, MSED
The University of Southern Mississippi
Research Analyst
Trent Lott National Center for Excellence in Economic Development and Entrepreneurship



Expertise

Ms. Brown is a Research Analyst for the Trent Lott National Center. She provides research and technical support, including investigation, data gathering, summarization, analysis, and dissemination of results to internal and external clients; manages graduate research assistant projects and daily operations; manages financial aspects of four different grants at various life stages. She has been with the Center since 2017. Brown has worked in various positions within the University since 2005.

Research/Project Management

- Budget Manager, Department of Defense grant
- Budget Manager, Mississippi Development Authority grant
- Budget Manager, IDEA grant
- Budget Manager, Department of Energy grant
- Researcher, Next Move Group, multiple data pulls
- Researcher, *USM Economic Impact Study* 2015 and 2021
- Reviewer, Guthrie Pellet Mill Economic Impact Study
- Reviewer, Trent Lott National Center Annual Reports
- Reviewer, Marion County Development Partnership, *Economic Impact Study*
- Reviewer, CR Properties, *Active Assisted Living*
- Project assistant, Pascagoula Redevelopment Authority, *Innovation Center Feasibility Study*
- Project assistant, Grenada County Economic Development District, *Feasibility Study for Sports Complex*
- Project assistant, Grenada County Economic Development District, *Economic Impact and Tourism for Sports Complex*
- Project assistant, Forrest Health System, Hattiesburg Clinic, and Southern Bone & Joint Specialists, *Economic Contribution Study*
- Reviewer, *Inland Port Study*, Grenada Area Chamber
- Reviewer, *Economic and Fiscal Impact Study*, Mid-Delta Airport Hangar Improvements, Greenville, Mississippi

Education

M.S., in Economic Development – The University of Southern Mississippi, 2016

B.S., in Business Administration - The University of Southern Mississippi, 1999

A.A., in Business Administration – Copiah Lincoln Community College - 1994

Awards

True South Basic Economic Development Course, Class of 2015

Mississippi Economic Council/Leadership Mississippi, Graduate, Class of 2011

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Ann Jones, Chief Administrative Officer**

cc: **Wiley Quinn, Code Enforcement Division Manager**

Date: **Tuesday, February 22, 2022**

Re: **Approve and authorize the Mayor to execute the Release of Lien documents filed in relation to Code Enforcement clean-up assessments per attached memo and authorize recording of the same.**
File Number: 2022-92
Minute Book #

Summary

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

Recommendation Statement

I recommend the approval of the release of lien documents for the properties on the attached list.

Please place this on the February 22, 2022 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: February 22nd, 2022

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 JUDGMENT TO BE RELEASED	NOTE
The Bank of New York	607 Graymont Ave.	24991	1334/558-559	Resolution 2019-326 $424.00
Gus Timothy Georgian	308 Mable St.	20570	1316/283-284	Resolution 2019-87 $4,302.94

STATE OF MISSISSIPPI

COUNTY OF FORREST

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:	12/17/2019
BOOK:	1332
PAGE:	657-658
BENEFICIARY:	City of Hattiesburg
AMOUNT:	$424.00
NAME:	The Bank of New York Resolution 2019-326

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.

2-028H-05-143.00 607 Graymont Ave., Hattiesburg, MS, better described as: Lot 2, Block 1 of the Westview Subdivision, A subdivision according to a map of plat thereof which is on file and of record in the office of The Chancery Clerk of Forrest County, Mississippi, in plat book 8 at page 31; together with all improvements thereon and appurtenances thereunto belonging.

IN WITNESS WHEREOF, this instrument is executed on this the 22nd day of February, 2022.

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 22nd day of February, 2022, 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.

_____

NOTARY PUBLIC

MY COMMISSION EXPIRES:

_____

STATE OF MISSISSIPPI

COUNTY OF FORREST

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:	03/13/2019
BOOK:	1316
PAGE:	283-284
BENEFICIARY:	City of Hattiesburg
AMOUNT:	$4,302.94
NAME:	Gus Timothy Georgian Resolution 2019-87

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-09-081.00 308 Mable St., Hattiesburg, MS, better described as: 308 Mable St. better described as: Lot 5, Block 5, of the C.J. Miller Addition to the City of Hattiesburg, as per plat or map thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

IN WITNESS WHEREOF, this instrument is executed on this the 22nd day of February, 2022.

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 22nd day of February, 2022, 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.

_____

NOTARY PUBLIC

MY COMMISSION EXPIRES:

_____

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Ann Jones, Chief Administrative Officer**

cc:

Date: **Tuesday, February 22, 2022**

Re: **Ratify Agreement between City of Hattiesburg and Trinity Consultants to provide odor monitoring and data collection services.**
File Number: 2022-111
Minute Book #

Summary
Ratify Agreement between City of Hattiesburg and Trinity Consultants to provide odor monitoring and data collection services.

Recommendation Statement
I recommend this item be added to the Council agenda for February 22, 2022.

Please place this on the February 22, 2022 City Council meeting for consideration.

Trinity Consultants
574 Highland Colony Pkwy, Ste 320R, Ridgeland, MS 39157 / P 601.672.4020 / **trinityconsultants.com**

February 7, 2022

Ms. Ann Jones
Chief Administrative Officer
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401
annjones@hattiesburgms.com

RE: Proposal for Odor Monitoring Study
City of Hattiesburg, Hattiesburg, MS
Trinity Proposal No. 221902.0021

Dear Ms. Jones:

Trinity Consultants (Trinity) greatly appreciates this opportunity to be of assistance and is pleased to present you with this proposal to provide odor monitoring services for City of Hattiesburg (City).

BACKGROUND

The City has received odor complaints from nearby residents regarding odors thought to originate from the City's wastewater lagoon. Based on the conversation between the City, Neel-Schaffer, and Trinity Consultants (Trinity), the City has requested that Trinity conduct an odor study at the site and adjacent industrial manufacturing facilities to obtain quantitative data on the potential odors present and provide a report summarizing results along with potential odor mitigation options. The main objective of the odor study is to identify the facility causing the odor issues. After identifying the culpable facility, Trinity can provide a separate scope of work to conduct odor dispersion modeling and recommend the odor mitigation strategies. This proposal includes the proposed scope of work and associated cost estimates.

SCOPE OF WORK

Task 1. Project Kick-Off

As preparation for the odor study, Trinity will complete a desktop review of area maps, weather patterns, and past complaint records (if available). From this information, Trinity will develop details on the proposed study including likely odor monitoring locations where odor measurements will be collected. Trinity will provide this proposed plan to Ms. Jones for a high-level review.

Task 2. Odor Study

Using the information developed Task 1, Trinity will conduct an odor study, which will establish the strength and character of odors both within and in proximity to the City wastewater lagoon. Based on the information provided by Neel Shaffer, the following industrial sites around the wastewater lagoon will be considered as a part of the Odor study:

- USA Yeast Company
- Marshall Durbin Companies
- Resinall Corporation
- Wis Pak
- Zeon Chemicals Mississippi, Inc

Trinity odor assessors will gather real-time data using the portable Nasal Ranger field olfactometer to develop a baseline concentration potentially responsible for offensive odors. In addition to collecting this numerical data, Trinity will also apply the FIDOL principles (Frequency, Intensity, Duration, Offensiveness, and Location) to ensure a good odor characterization and understanding of the data collected. All noticeable odors will be recorded regardless of whether a strength was measured using the Nasal Ranger. For the purposes of this proposal,we advocate the use of the Nasal Ranger field olfactometer for its ease of use and reliable results.

We propose to send two pre-screened odor assessors for a two-day sampling study of the wastewater lagoon. As an optional task, a second round of odor assessments may be added to the project, at the discretion of the City of Hattiesburg. The benefit of including a second set of observations is that the study may capture different operational and meteorological conditions in addition to providing more data for a statistical analysis. Trinity will use a strategic grid with up to 20 locations for gathering observations. A team of two people provides the following advantages:

- Simultaneous measurements and duplicate results for quality;
- Ability to cover a wider measurement area, if needed;
- Ability to corroborate data and site observations; and
- Coverage for contingencies.

The odor sensitivity screening ensures that assessors are not overly sensitive or insensitive to odor. For quality control, the odor sensitivity screening will be performed within the week prior to the initial field study. To ensure quality readings are obtained throughout the field odor investigation, our trained assessors will be equipped with carbon-filter masks to remain sensitive to odors throughout the field component. Note that outdoor field observations cannot be obtained in sub-freezing temperatures or during precipitation events. The local field team will adapt its schedule to monitor under favorable weather conditions.

Task 3. Odor Report

A written report will be prepared to present the results of the above tasks in a concise format for City of Hattiesburg. The report will identify the objectives of the study, methodologies employed, and detailed results. Trinity will utilize tables and charts to present the findings in order to convey the odor results in a clear, factual, and understandable manner to persons potentially unfamiliar with odor assessments. Trinitywill provide conclusions and recommendations.

PROJECT BUDGET

The estimated cost for the proposed tasks is $14,500, assuming a single round of odor observations. For your information, costs are estimated on a per-task basis below but may be distributed among tasks, as needed, to complete the proposed project scope. Actual costs will be billed on a time and materials basis.

Table 1. Cost Estimate

Task Description	Cost
Task 1. Project Kick-Off	$2,500
Task 2. Odor Study (One Round)	$9,000
Task 3. Odor Report	$3,000
Total	**$14,500**

The above cost estimate assumes the correct prediction of the following assumptions:

- Travel costs for this team are considered in the proposal. Above costs consider a single round of odor observations (one two-day visit, with two pre-screenedodor assessors).
- Outdoor field observations cannot be obtained in sub-freezing temperatures or during precipitation events. Trinity will require written approval from the City of Hattiesburg before scheduling travel arrangements.Trinity is not responsible for irrecoverable costs or delays incurred due to inclement weather.
- If odor dispersion modeling is deemed necessary after the odor study, then Trinity will provide a separate scope at such time.

If any of the above assumptions needs to be revised, Trinity will alert City of Hattiesburg and provide a cost estimatefor the change.

Work can commence upon receipt of a Purchase Order or signed Work Authorization (available upon request). We truly appreciate the opportunity to provide support for this project. Please call me at (601) 672-4020 if you have any questions or need any additional information.

Sincerely,

TRINITY CONSULTANTS



Maya Rao
Manager of Consulting Services, Jackson, MS Office

cc: Mr. Mike Essary (Neel-Schaffer)
Mr. Shreyas Erapalli (Trinity Consultants)
Mr. Aniket Pujari (Trinity Consultants)
Ms. Elizabeth McGurk (Trinity Consultants)

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Cecilia Jones**

cc: **Kermas Eaton, City Clerk**

Date: **Tuesday, February 22, 2022**

Re: **Acknowledge receipt of the Privilege Tax License monthly report for January 2022.**
File Number: 2022-84
Minute Book #

Summary
Acknowledge receipt of the Privilege Tax License monthly report for January 2022.

Recommendation Statement
Recommend acknowledgement of receipt pf Privilege Tax License monthly report for January 2022.

Please place this on the February 22, 2022 City Council meeting for consideration.

PRIVILEGE LICENSE MONTHLY REPORT

01/01/2022 TO 01/31/2022

New Licenses

License No.	Amount	Penalty	Owner, Name, & Address of Business
LIC-01-22-023501	$30.00		RELIABLE RELAMPING INC. 6459 NASH HWY SARANAC MI 48881
LIC-01-22-023517	$20.00		BOUJIE BOUTIQUE LLC 1011 CHERRY ST HATTIESBURG MS 39401
LIC-01-22-023527	$45.00		LABOR FINDERS INC. 206 S 28TH AV HATTIESBURG MS 39401
LIC-01-22-023551	$20.00		STUBBS NK CONTRACTORS, LLC 14 E FRANKLIN ST NATCHEZ MS 39120
LIC-01-22-023556	$20.00		JULIANN RIGGS PHOTOGRAPHY LLC 2145 JAMES ST HATTIESBURG MS 39401
LIC-01-22-023609	$20.00		ABY SOUTHERN HOMES 638 SLADE RD PURVIS MS 39404
LIC-01-22-023628	$20.00		HAUSOFGORG 23 GOLF COURSE RD HATTIESBURG MS 39402
LIC-07-19-016293	$45.00		THE HOLMES LAW FIRM 915 W PINE ST HATTIESBURG MS 39401
LIC-07-21-021922	$30.00		FUJI YAMA 6153 HWY 98 HATTIESBURG MS 39402
LIC-07-21-021923	$2.50		FUJI YAMA 6153 HWY 98 HATTIESBURG MS 39402
LIC-09-21-022605	$55.00		EQUINOX COFFEE 3200 MONTAGUE BLVD HATTIESBURG MS 39401
LIC-11-21-023298	$45.00		MAGGIE'S CBD STORE 116 W FLORENCE ST STE A HATTIESBURG MS 39401
LIC-12-21-023365	$45.00		SOUL PURPOSE MASSAGES 1307 ADELINE ST STE 220 HATTIESBURG MS 39401
LIC-12-21-023399	$45.00		PLANET BEACH SPRAY & SPA 2917 SAN SABA CT ODESSA TX 79765
LIC-12-21-023452	$47.50		POUR BAR & BBQ 128 E FRONT ST HATTIESBURG MS 39401
LIC-12-21-023453	$11.25		POUR BAR & BBQ 374 PITTMAN RD ELLISVILLE MS 39437
16	**$501.25**		

Renewed Licenses

License No.	Amount	Penalty	Owner, Name, & Address of Business
LIC-01-22-023476	$45.00		JOHNNY'S WRECKER SERVICE 1615 HIGHWAY 11 BYPASS HATTIESBURG MS
LIC-01-22-023477	$20.00		TOP NOTCH EMBROIDERY & PRINTING 1403 ADELINE ST HATTIESBURG MS 39401
LIC-01-22-023478	$30.00		SMILE TIME FAMILY DENTISTRY PA 106 S 21ST AVENUE HATTIESBURG MS 39401-
LIC-01-22-023479	$20.00		ARTIE RAWLS PHOTOGRAPHY 3420 HARDY STREET STE 4 HATTIESBURG MS
LIC-01-22-023480	$20.00		CAMPUS BOOK MART 318 E LEE BOULEVARD STARKVILLE MS 397590000
LIC-01-22-023481	$20.00		ALLSTAR RECOVERY PO BOX 1878 NATCHEZ MS 39121
LIC-01-22-023482	$20.00		TRC TRUCKING 709 TATUM RD HATTIESBURG MS 39401
LIC-01-22-023483	$20.00		AMY'S NAILS 6335 HWY 49 STE 10 HATTIESBURG MS 39401-
LIC-01-22-023484	$30.00		HARRIS, HUEL PEDIATRIC DENTISTRY 1014 S 28TH AVENUE HATTIESBURG MS 39402-
LIC-01-22-023485	$20.00		RAMSAY & HAMMOND, PLLC 106 MADISON PLZ STE C HATTIESBURG MS 39402
LIC-01-22-023486	$20.00		AMERICAN STEEL LINE BUILDING 223-B W 4TH AV PETAL MS 394650000
LIC-01-22-023487	$20.00		MY SAFE MIC 1033 JOHNSTON ST HATTIESBURG MS 39401
LIC-01-22-023488	$30.00		R.S. ALLEN CONSTRUCTION CO. INC. 125 MONARCH BLVD HATTIESBURG MS 39402
LIC-01-22-023489	$20.00		MACS CONSULTANT SVCS 622 MILTON BARNES AV HATTIESBURG MS 39401
LIC-01-22-023491	$20.00		AMERICAN PRINTING 6186 HWY 49 HATTIESBURG MS 39401-
LIC-01-22-023495	$20.00		TIENDA LA BENDICION 816 EDWARD ST HATTIESBURG MS 39401
LIC-01-22-023496	$20.00	$2.60	I KARE HEALTH CARE SERVICES LLC 1507 HARDY ST STE 207 HATTIESBURG MS 39401
LIC-01-22-023497	$20.00		GOLDEN EAGLE SELF STORAGE 6497 HWY 98 HATTIESBURG MS 39402-

LIC-01-22-023498	$20.00		BRUCK'S CARS & TRUCKS 5498 HIGHWAY 42 HATTIESBURG MS 394010000
LIC-01-22-023499	$69.00		BRADY ELECTRIC, INC 806 MONTERREY LANE HATTIESBURG MS
LIC-01-22-023502	$30.00		RARE DESIGN 127 BUSCHMAN STREET STE 10 HATTIESBURG MS 39401
LIC-01-22-023503	$20.00		SUBWAY SANDWICH SHOP OF HATTIESBURG 300 S 25TH AV HATTIESBURG MS 39401
LIC-01-22-023504	$20.00		SOUTHGATE REALTY, LLC PO BOX 16615 HATTIESBURG MS 39404-
LIC-01-22-023505	$20.00		LAW OFFICE OF CHELSEA BAIR MINTON 5267 OLD HWY 11 STE B HATTIESBURG MS 39402
LIC-01-22-023506	$30.00		TOUCHSTONE ELECTRICAL SERVICES LLC 28 WALLACE LN PURVIS MS 39475
LIC-01-22-023507	$20.00		EXQUISITE NAILS 4700 HARDY STREET S HATTIESBURG MS 394020000
LIC-01-22-023508	$30.00		SONIC DRIVE IN 6872 HIGHWAY 49 HATTIESBURG MS 39401
LIC-01-22-023509	$20.00		NAILS FOR U, LLC 6375 HWY 98 W STE 50 HATTIESBURG MS 39402
LIC-01-22-023510	$20.00		SUMRALL'S AIR CONTROL SERVICE 91-A ROGERS ROAD HATTIESBURG MS 39401-0000
LIC-01-22-023511	$20.00	$2.20	EE EXPRESS 33 CROSSHILL HATTIESBURG MS 39402
LIC-01-22-023512	$30.00		OAK GROVE HEATING & AIR INC. 2855 OAK GROVE ROAD HATTIESBURG MS 39402-
LIC-01-22-023513	$20.00		EDWARD MILLER FILMS, LLC 3700 MABLE ST HATTIESBURG MS 39401
LIC-01-22-023514	$20.00	$2.40	MERAKI BOUTIQUE & SALON 5004 LINCOLN RD STE 60 & 70 HATTIESBURG MS 39402
LIC-01-22-023515	$20.00		CENTRAL FINANCIAL SERVICES 6333 HWY 49 SUITE 60 HATTIESBURG MS 39401
LIC-01-22-023516	$20.00		WATKINS AUTO SALES 1532 N MAIN STREET HATTIESBURG MS 39401
LIC-01-22-023518	$66.00		SHOWS, DEARMAN & WAITS, INC. 301 SECOND AVENUE HATTIESBURG MS 39401-
LIC-01-22-023520	$20.00		HATTIESBURG PAIN & INJURY, LLC 6125 HWY 49 HATTIESBURG MS 39401

LIC-01-22-023521	$20.00		GREEN ENTERPRISES 808 HILLENDALE DRIVE HATTIESBURG MS 39402-
LIC-01-22-023522	$150.00		RANDY PRICE & CO. 6156 HWY 98 W STE 30 HATTIESBURG MS 39402
LIC-01-22-023523	$440.00		JEWELMASTERS 6156 HIGHWAY 98 W 60 HATTIESBURG MS
LIC-01-22-023524	$20.00		RAKS GLOBAL LLC 215 MOBILE ST STE 200 B HATTIESBURG MS 39401
LIC-01-22-023525	$25.00		GROVE TRANSPORTATION 1721 HARDY STREET HATTIESBURG MS 39401-
LIC-01-22-023528	$20.00	$2.80	SMOKIN' ACES HOOKAH LOUNGE 10 GUILFORD PLACE HATTIESBURG MS 39401
LIC-01-22-023529	$15.00	$7.50	SMOKIN' ACES HOOKAH LOUNGE 10 GUILFORD PLACE HATTIESBURG MS 39401
LIC-01-22-023530	$20.00		RUFF AND TUFF LAWN CARE 3000 MESA DRIVE HATTIESBURG MS 39401-
LIC-01-22-023531	$20.00		T MICHAEL REED 612 N MAIN STREET HATTIESBURG MS 39401
LIC-01-22-023532	$20.00		STAGE STRUCK PERFORMANCE STUDIO 16 OFFICE PARK DR STE 21 HATTIESBURG MS 39402
LIC-01-22-023533	$30.00		JOHN PACE BANK REPO & AS IS AUTOAUCTION 2812 EDWARDS STREET HATTIESBURG MS 39401
LIC-01-22-023534	$1,840.00		LOWE'S OF HATTIESBURG # 537 1000 LOWES BOULEVARD TAX DEPT MOORESVILLE NC 28117-
LIC-01-22-023535	$129.00		LOWERY A .WOODALL SURGERY FACILITY 105 S 28TH AV HATTIESBURG MS 39401
LIC-01-22-023536	$20.00		PETE'S REPAIR SERVICES 35 BIGLANE RD SEMINARY MS 39479
LIC-01-22-023537	$20.00		THE SMALLWOOD LAW FIRM, P .A. PO BOX 881 HATTIESBURG MS 394030000
LIC-01-22-023538	$30.00		NOBLES CONTRACTING LLC 105 S BAYBERRY LOOP PURVIS MS 39475
LIC-01-22-023539	$20.00		LEE'S NAILS 4600 HARDY STREET 7 HATTIESBURG MS 39401-
LIC-01-22-023541	$66.00		L & A CONTRACTING CO. 100 SIMS RD HATTIESBURG MS 39402
LIC-01-22-023542	$30.00		W. S. "RED" HANCOCK, INC 115 PRICHARD AV BENTONIA MS 39040-

LIC-01-22-023543	$45.00		BO'S TOWING SERVICE PO BOX 16911 HATTIESBURG MS 394046911
LIC-01-22-023544	$20.00		BELL AUTO SALES INC. 5244 HIGHWAY 42 BYPASS HATTIESBURG MS 39401
LIC-01-22-023545	$10.00		BELL AUTO SALES INC. PO BOX 16911 HATTIESBURG MS 394046911
LIC-01-22-023546	$120.00		MAC'S CONSTRUCTION 6555 U S HIGHWAY 98 STE 13 HATTIESBURG MS 39402
LIC-01-22-023547	$20.00	$3.40	JD4 STREET DEVELOPMENT PO BOX 304 LEAKSVILLE MS 39451
LIC-01-22-023548	$560.00		UNITED APPAREL LIQUIDATORS, INC . 1829 HARDY STREET HATTIESBURG MS 394010000
LIC-01-22-023550	$30.00		NAILS SQUARE 1000 TURTLE CREEK DR STE 325 HATTIESBURG MS 39402
LIC-01-22-023552	$45.00		HATTIESBURG CLINIC, PA - LINCOLN ROAD FAMILY 4209 LINCOLN RD HATTIESBURG MS 39402
LIC-01-22-023553	$72.00		HATTIESBURG CLINIC PA DERMATOLOGY CLINIC 415 S 28TH AVENUE ATTN : ACCTG DEPT HATTIESBURG MS 39401-7283
LIC-01-22-023554	$72.00		HATTIESBURG CLINIC IMMEDIATE CARE 415 S 28TH AVENUE HATTIESBURG MS 394010000
LIC-01-22-023555	$150.00		HATTIESBURG CLINIC - SUPPORT SERVICES BLDG 415 S 28TH AVENUE HATTIESBURG MS 39401-
LIC-01-22-023558	$20.00		FIXRITE HOME REPAIR LLC 104 CARRIE ROAD HATTIESBURG MS 39402-
LIC-01-22-023559	$30.00		BOURNE BROS. PRINTING CO. INC. 5276 HIGHWAY 42 BYPASS HATTIESBURG MS 39401-
LIC-01-22-023560	$20.00		FLANAGAN ELECTRIC SERVICE P O BOX 15033 HATTIESBURG MS 39402-
LIC-01-22-023562	$180.00		DUFF AMUSEMENT CO, INC. 5194 HIGHWAY 49 S HATTIESBURG MS 39401-
LIC-01-22-023563	$20.00		FOOD FACTORY 5912 HWY 49 FC 1 HATTIESBURG MS 39401-
LIC-01-22-023564	$20.00		ROCKY W. EATON 201 HARDY ST STE A HATTIESBURG MS 39401
LIC-01-22-023565	$105.00		KENTUCKY FRIED CHICKEN #74 PO BOX 2906 LAUREL MS 39442
LIC-01-22-023566	$20.00		TURNER TAX SERVICES 1910 HARDY ST STE D HATTIESBURG MS 39401

LIC-01-22-023567	$20.00		BLACKSTOCK ELECTRIC 1449 GRANTHAM RD SUMRALL MS 39482
LIC-01-22-023568	$20.00		BOBBY'S MUFFLER & BRAKE SHOP 806 E 63RD STREET HATTIESBURG MS 39401
LIC-01-22-023569	$20.00		GRACE HEALTHCARE DME 3325 BARTLETT BLVD ORLANDO FL 32811
LIC-01-22-023570	$20.00		FAMILY CHOICE FINANCIAL 2902 HARDY ST STE 30 HATTIESBURG MS 39401
LIC-01-22-023571	$30.00		JANI-KING OF SOUTHEAST MISSISSIPPI 300 NE I 55 SERVICE RD PONCHATOULA LA 70454
LIC-01-22-023572	$20.00		GATOR'S USED APPLIANCES LLC 2810 EDWARDS ST STE B HATTIESBURG MS 39401
LIC-01-22-023573	$20.00		TJ INC DBA BEAUTY LAND 710 BARTUR ST HATTIESBURG MS 39401
LIC-01-22-023575	$75.00	$8.25	HOMECHOICE HEALTH SERVICES - HATTIESBURG 22 MILBRANCH RD STE 100 HATTIESBURG MS 394021594
LIC-01-22-023576	$20.00		HMP NURSING SERVICES, INC. 124 WALNUT ST STE 5 HATTIESBURG MS 394010000
LIC-01-22-023577	$20.00		SUMMIT WATER PROOFING, INC P.O. BOX 1948 PELHAM AL 35124
LIC-01-22-023579	$20.00	$2.80	BARNETT CONCRETE LLC 137 RED ROAN ROAD HATTIESBURG MS 39401-
LIC-01-22-023583	$20.00		AVID HOTEL OF HATTIESBURG MS 59 WANSLEY ROAD LAUREL MS 39440
LIC-01-22-023584	$20.00		VFP FIRE SYSTEMS, INC. 6161-F RANGELINE RD THEODORE AL 36582-
LIC-01-22-023585	$20.00	$2.20	RATCLIFF AUTOMOTIVE SERVICE 600 E PINE STREET HATTIESBURG MS 394010000
LIC-01-22-023595	$20.00		TAX SOLUTIONS, LLC 905 HARDY ST HATTIESBURG MS 39401
LIC-01-22-023596	$20.00		SUNDAY SCHOOL 239 BROADWAY DR STE A HATTIESBURG MS 39401
LIC-01-22-023598	$40.00		METHODIST ORTHOTICS & PROSTHETICS 107 FAIRFIELD DRIVE STE 10 HATTIESBURG MS 39402-
LIC-01-22-023599	$30.00		ONE MAIN FINANCIAL GROUP, LLC 2109 HARDY ST STE B HATTIESBURG MS 39401
LIC-01-22-023600	$20.00		TOP NAILS 6096 HWY 98 W STE 3A HATTIESBURG MS 39402-

LIC-01-22-023601	$20.00	LITTLES CONSTRUCTION 35 LEGGETT RD MOSELLE MS 39459
LIC-01-22-023602	$30.00	GIGGLES LEARNING CENTER 2, LLC 1604 S 28TH AV HATTIESBURG MS 39402
LIC-01-22-023603	$20.00	HWY 42 BYPASS 11 DETAIL & TIRE CENTER 5591 HWY 42 HATTIESBURG MS 39401-
LIC-01-22-023604	$45.00	ROD'S TOWING PO BOX 18801 HATTIESBURG MS 39404
LIC-01-22-023605	$30.00	BAKER DISTRIBUTING CO #920 1519 N MAIN ST HATTIESBURG MS 39401
LIC-01-22-023606	$20.00	BIJOU HAIR BRADING 1000 S 17TH AVENUE STE 5 HATTIESBURG MS 39401-
LIC-01-22-023607	$300.00	NEWELL PAPER CO./HATTIESBURG P O BOX 1749 HATTIESBURG MS 39403-
LIC-01-22-023608	$20.00	NEWSON AGENCY 1405 E HARDY STREET HATTIESBURG MS 39401
LIC-01-22-023610	$30.00	HIBACHI EXPRESS 3205 HARDY ST STE 20 HATTIESBURG MS 39401
LIC-01-22-023611	$100.00	AMERICAN PAWN AND JEWELRY 1316 W PINE ST HATTIESBURG MS 39401-
LIC-01-22-023612	$500.00	AMERICAN PAWN AND JEWELRY 1316 W PINE ST HATTIESBURG MS 39401-
LIC-01-22-023613	$20.00	WELLS FARGO CLEARING SERVICES LLC 6093 US HWY 98 HATTIESBURG MS 39402
LIC-01-22-023615	$30.00	ANOINTED HANDS SERVICES LLC 400 JACKSON STREET HATTIESBURG MS 39401
LIC-01-22-023616	$20.00	SUBWAY @ WESLEY MEDICAL CENTER 77 BIENVILLE TRC HATTIESBURG MS 39402
LIC-01-22-023617	$20.00	VETERINARY ASSOCIATES OF HATTIESBURPLLC 1907 BROADWAY DRIVE HATTIESBURG MS 39402
LIC-01-22-023618	$20.00	PRIDE TAX SERVICES 2627 LINCOLN RD HATTIESBURG MS 39401
LIC-01-22-023619	$20.00	FYR-FYTER SALES-SERVICE, INC. P.O. BOX 40620 STREET MOBILE AL 366400000
LIC-01-22-023620	$20.00	AES MECHANICAL SERVICES GROUP INC 2171 AL HWY 229 TALLASSEE AL 36078-
LIC-01-22-023621	$20.00	SOUTHERN OAKS HOUSE AND GARDEN 1246 RICHBURG ROAD HATTIESBURG MS 39402

LIC-01-22-023622	$132.00	THE FAMILY PRACTICE /AFTER HOURSCLINIC, PLLC 110 MILLSAPS DRIVE HATTIESBURG MS 394020000
LIC-01-22-023623	$30.00	LAW OFFICE OF SUSAN K. STEADMAN PLLC 522 MAIN STREET HATTIESBURG MS 39401
LIC-01-22-023624	$30.00	BURGER KING #1695 806 BROADWAY DRIVE HATTIESBURG MS 39401
LIC-01-22-023625	$20.00	THE TAX OFFICE 402 BROADWAY DRIVE HATTIESBURG MS 39401
LIC-01-22-023626	$20.00	SURETURN LLC DBA H & R BLOCK TAX SERVICES P.O. BOX 65 PURVIS MS 39475
LIC-01-22-023627	$30.00	TAKE 5 OIL CHANGE 114 N LAYFAIR DR STE D FLOWOOD MS 39232
LIC-01-22-023629	$20.00	BOHO PLATTER CO. 127 BUSCHMAN ST STE 20 HATTIESBURG MS 39401
LIC-01-22-023630	$20.00	BRM ACCOUNTING SERVICES, LLC 4124 W 4TH ST #2507 HATTIESBURG MS 39401
LIC-01-22-023631	$20.00	SWATCHES FABRIC & DESIGN 5268 OLD HWY 11 STE 8 HATTIESBURG MS 39402-
LIC-01-22-023632	$30.00	P.J.'S HAIR SALON 3420 HARDY STREET HATTIESBURG MS 39402-
LIC-01-22-023633	$20.00	DAVID M. COX, INC. 10 98 PLACE BOULEVARD HATTIESBURG MS 394020000
LIC-01-22-023634	$30.00	AMERICAN WINGS & CAFE 6466 HWY 98 HATTIESBURG MS 39402
LIC-01-22-023635	$20.00	SALVAGE WORLD 1309 WEST PINE STREET HATTIESBURG MS 39401-
LIC-01-22-023637	$20.00	THE MULVI'S 3416 HARDY ST STE 120 HATTIESBURG MS 39402
LIC-01-22-023639	$20.00	AMAYA ENTERPRISE LLC 31 DUNLEITH CT HATTIESBURG MS 39402
LIC-01-22-023644	$500.00	CITY PAWN SHOP INC 211 MOBILE ST HATTIESBURG MS 39401
LIC-01-22-023645	$100.00	CITY PAWN SHOP INC P O BOX 1565 HATTIESBURG MS 394031565
LIC-01-22-023647	$20.00	PANDA HOUSE 1900 HARDY STREET HATTIESBURG MS 39401
LIC-01-22-023648	$20.00	BLAKROSE ARTISTRY P.O. BOX 163 SUMRALL MS 39482

LIC-01-22-023649	$20.00	MORRIS TAX AND BOOK KEEPING, LLC 2905 LINCOLN RD HATTIESBURG 39402
LIC-01-22-023650	$20.00	PEPPER'S PARTIES, TOO! 124 GRAND DR STE 1030 HATTIESBURG MS 39402
134	**$8,326.00**	**$34.15**

Total Collection for January

New Licenses	**$501.25**
Renewed Licenses	**$8,326.00**
Penalties	**$34.15**
Grand Total	**$8,861.40**

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Cecilia Jones**

cc: **Kermas Eaton, City Clerk**

Date: **Tuesday, February 22, 2022**

Re: **Acknowledge Proof of Publications for Hub City Spokes for the month of January 2022 and Clarion Ledger for the month of December 2021.**
File Number: 2022-86
Minute Book #

Summary

Acknowledge Proof of Publications for Hub City Spokes for the month of January 2022 and Clarion Ledger for the month of December 2021.

Recommendation Statement

Acknowledge acceptance of Proof of Publications for Hub City Spokes for the month of January 2022 and Clarion Ledger for December 2021.

Please place this on the February 22, 2022 City Council meeting for consideration.

BATCH # 6073
DOC # 16653

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

Month Ending	Invoice #
1/31/2022	99266

Bill To:

City of Hattiesburg
ATTN: Cecilia Jones
P.O. Box 1898
Hattiesburg, MS 39403-1898

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.
2/10/2022	
Sales Rep	Tearsheets
H	

Date	Description	Size of Ad	Total Inches	Rate	Publication	Amount
1/13/2022	Legal Notices - NTB QEC	250 words		55.00		55.00
1/13/2022	Proof of Publication Fee			3.00		3.00
1/13/2022	Legal Notices - Public Notice George Coil	337 words		40.44		40.44
1/13/2022	Proof of Publication Fee			3.00		3.00
1/13/2022	Legal Notices - Public Hearing Robert G Smith	271 words		32.52		32.52
1/13/2022	Proof of Publication Fee			3.00		3.00
1/13/2022	Legal Notices - PUBLIC HEARING Terry G Edwards	409 words		49.08		49.08
1/13/2022	Proof of Publication Fee			3.00		3.00
1/13/2022	Legal Notices - PUBLIC HEARING Donna Davis	274 words		32.88		32.88
1/13/2022	Proof of Publication Fee			3.00		3.00
1/13/2022	Legal Notices - PUBLIC HEARING Robbie Ngyuen	665 words		79.80		79.80
1/13/2022	Proof of Publication Fee			3.00		3.00

Did you know we now offer a variety of HELP WANTED solutions?
Call us today at (601) 268-2331 for more details.

Total	$307.72
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, aweekly 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: 250 Published 2 times

Date 1st Published: Jan 6 Amt: 30.00

Date 2nd Published: Jan 13 Amt: 25.00

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 55.00

Proof of Publication Fee: 3.00

TOTAL: 58.00

(signed) Meghan Patton
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 13th day of January, 2022, a Notary Public in and for the County of Lamar, State of Mississippi:

(signed) Katherine H Bullock

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 71666 KATHERINE H. BULLOCK Commission Expires Oct. 28, 2023 LAMAR COUNTY

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH -NTB QEC
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

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: /s/ Kermas Eaton, CITY CLERK
(SEAL)
Toby Barker, Mayor
Published January 6, 13, 2022

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, aweekly 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: 337 Published 1 times

Date 1st Published: Jan 13 Amt: 40.44

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 40.44

Proof of Publication Fee: 3.00

TOTAL: 43.44

(signed) Natasha McLeod
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 13th day of January, 2022, a Notary Public in and for the County of Lamar, State of Mississippi:

(signed) Katherine H Bullock

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 71666 KATHERINE H. BULLOCK Commission Expires Oct. 28, 2023 LAMAR COUNTY

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by George Coll, Applicant, Adam Nicolosi, Agent, and James Smith, Representative, to request a Conditional Use as a "Warehousing and Distribution" facility in a B-3 (Community Business) District as required in the Land Development Code, Ord. No. 3209, for property located along Oak Grove Road (Parcel 051R-12-089.000, PPIN 11226, Ward 3 near the intersection of Oak Grove Road and S Westover Drive). Said property being more particularly described as follows, to-wit:

A part of the West Half of the Southeast Quarter of Section 12, Township 4 North, Range 14 West, Lamar County, Mississippi, being more particularly described as follows:

Commencing at the NW Corner of the Said SW ¼ of the SE ¼; thence run South for 364.20 feet along the West line of the said SW ¼ of the SE ¼; thence run East for 100.00 feet to the Point of Beginning; thence run North for 308.80 feet to the South line of Oak Grove Road; thence run north 62° 10' 00" East for 301.90 feet along the South Boundary of Oak Grove Road; then run for 399.80 feet; thence run East for 80.00 feet to the West line of Park Avenue; thence run South for 225.00 feet along the said West line of Park Avenue; thence run West for 338.00 feet; thence run North for 163.50 feet back to the Point of Beginning.

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, February 2, 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 7th day of January 2022.

CITY OF HATTIESBURG, MISSISSIPPI
BY: /s/ Kermas Eaton
CITY CLERK
(SEAL)
Published January 13, 20

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH - Public Notice George Coil
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

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, aweekly 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: 271 Published 1 times

Date 1st Published: Jan 13 Amt: 32.52

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 32.52

Proof of Publication Fee: 3.00

TOTAL: 35.52

(signed) Natasha M Reed
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 13th day of January, 2022, a Notary Public in and for the County of Lamar State of Mississippi:

(signed) Katherine H Bullock

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 71666 KATHERINE H. BULLOCK Commission Expires Oct. 28, 2023 LAMAR COUNTY

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Robert G Smith and Gary W Adams, Owners, as required in the Land Development Code, Ord. No. 3209, to request a variance from section 6, Table 6.1 of the Land Development Code, Ord. No. 3209 "Minimum Side Setback" for R-1A, "10 feet", and instead allow a setback of zero (0) feet for a variance of ten (10) feet, and from Section 5.4.2.6.iii, Accessory Buildings "Accessory residential structures shall be ... five (5) feet from the side property lot." for a variance of five (5) feet for a proposed accessory building at 2505 Arcadia Street (Parcel 2-039B-17-136.00, PPIN 24511, Ward 4). Said property being more particularly described as follows, to-wit:

Lot 3, Block A of Villa Verde Addition in the City of Hattiesburg, County of Forrest, State of Mississippi as per the official map and plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi; together with tall improvements thereon and appurtenances thereunto belonging.

A PUBLIC HEARING in relation to the above-described petition will be held at 3:30 p.m., Wednesday, February 2, 2022 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 7th day of January 2022.

CITY OF HATTIESBURG, MISSISSIPPI
BY: /s/ Kermas Eaton
CITY CLERK
(SEAL)
Published January 13, 2022

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH Public Hearing Robert G Smith
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

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, aweekly 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: 409 Published 1 times

Date 1st Published: Jan 13 Amt: 49.08

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 49.08

Proof of Publication Fee: 3.00

TOTAL: 52.08

(signed) Natasha McLeod
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 13th day of January, 2022, a Notary Public in and for the County of Lamar, State of Mississippi:

(signed) Katherine H Bullock

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 71666 KATHERINE H. BULLOCK Commission Expires Oct. 28, 2023 LAMAR COUNTY

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH PUBLIC HEARING Terry G Edwards
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Terry G. Edwards, Owner as required in the Land Development Code, Ord. No. 3209, to request a variance from Section 5.4.2.5, of the Land Development Code, Ord. No. 3209, "Structures accessory to residential uses shall have a combined floor area of no more than 33% of the total floor area of the principal structure." and instead allow for a total of 65% of the total floor area of the detached accessory structures to the principal structure for a variance of an additional 662 sq ft of detached accessory structures for a proposed structure at 243 Jervis Mims Road (Parcel No. 2-051B-05-001.06, PPIN 35886, Ward 5). Said property being more particularly described as follows, to-wit:

A part of the West ½ of the NW1/4 of Section 5, Township 3 North, Range 13 West, Forrest County, Mississippi and being more particularly described as commencing at the Intersection of the West line of Section 5 with the Eastern right of way line of Interstate Highway No. 59, thence run North 00 degrees 47 minutes 45 seconds West along the West line of Section 5 for 1249.72 feet, to and for the Point of Beginning, thence continue North 00 degrees 47 minutes 45 seconds West along the West line of said Section 5 for 246.00 feet, thence run North 70 degrees 59 minutes 33 seconds East for 308.78 feet to a point on the Southwest margin line of the Jervis Mims Public Road, thence run South 35 degrees 05 minutes 50 seconds East along the Southwest margin line of the said Public Road for 160.00 feet, thence run South 60 degrees 27 minutes 36 seconds West for 437.37 feet to the Point of Beginning, and comprising 1.63 acres, more or less; together with all improvements thereon and appurtenance thereunto belonging. A PUBLIC HEARING in relation to the above-described petition will be held at 3:30 p.m., Wednesday, February 2, 2022 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 7th day of January 2022.

CITY OF HATTIESBURG, MISSISSIPPI
BY: /s/ Kermas Eaton
CITY CLERK
(SEAL)
Published January 13, 2022

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, aweekly 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: 274 Published 1 times

Date 1st Published: Jan 13 Amt: 32.88

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 32.88

Proof of Publication Fee: 3.00

TOTAL: 35.88

(signed) Natasha McLeod
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 13th day of January, 2022, a Notary Public in and for the County of Lamar, State of Mississippi:

(signed) Katherine H Bullock

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 71666 KATHERINE H. BULLOCK Commission Expires Oct. 28, 2023 LAMAR COUNTY

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Donna Davis, Owner, as required in the Land Development Code, Ord. No. 3209, to request a variance from Section 7.9.8.6 which states, "The maximum height of fences and walls shall be four feet above grade when located in a front yard. Otherwise the maximum height of a fence is eight feet" and instead allow for a ten (10) foot fence in the rear and side yard for a variance of two (2) feet and an eight (8) foot fence in the front yard for a variance of four (4) feet for a proposed fence located at 310 Venetian Way (Parcel No. 2-028J-08-053.00, PPIN 22740, Ward 4). Said property being more particularly described as follows, to-wit:

Lot 78 of Parkhaven North Subdivision to the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of the Forrest County, Mississippi; all together with all improvements thereon and appurtenances thereunto belonging.

A PUBLIC HEARING in relation to the above-described petition will be held at 3:30 p.m., Wednesday, February 2, 2022, 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 7th day of January 2022.

CITY OF HATTIESBURG, MISSISSIPPI
BY: /s/ Kermas Eaton
CITY CLERK
(SEAL)
Published January 13, 2022

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH PUBLIC HEARING Donna Davis
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

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, aweekly 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: 665 Published 1 times

Date 1st Published: Jan 13 Amt: 79.80

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 79.80

Proof of Publication Fee: 3.00

TOTAL: 82.80

(signed) Natasha McLeod
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 13th day of January, 2022, a Notary Public in and for the County of Lamar, State of Mississippi:

(signed) Katherine H Bullock

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 71666 KATHERINE H. BULLOCK Commission Expires Oct. 28, 2023 LAMAR COUNTY

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH PUBLIC HEARING Robbie Nguen
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Robbie Nguyen, Applicant, and Shea McNease, Engineer, as required in the Land Development Code, Ord. No. 3209, to request a variance from Section 6, Table 6.1 "Min/Max Front Setback" for I-1, "40 feet", and instead allow a setback of fifty (50) feet along Sullivan Drive and four hundred six (406) feet along J M Tatum Industrial Drive for a variance of three hundred sixty-four (364) feet along Sullivan Drive and for a variance from Table 7.11-2 Zoning Buffer Req. of 60' and instad allow a buffer of thirty (30) feet for a thirty (30) feet variance for a proposed development on J M Tatum Industrial Drive and Sullivan Drive (Parcel No. 2-042M-35-003.01, PPIN 36249; Parcel No. 2-042M-35-003.00, PPIN 17235; Parcel No. 2-042M-35-005.00, PPIN 27756, Forrest Co. Ward 5). Said property being more particularly described as follows, to-wit:

A parcel of land being all of Lot 2 and a part of Lot 3 of Unit 3 of the Hattiesburg Industrial Park Subdivision, Forrest County, Mississippi, and also a part of the NW 1/4 of the SW 1/4 of Section 35, Township 4 North, Range 13 West, Forrest County, Mississippi, and being more particularly described as follows:

Commence at the SE corner of the said NW 1/4 of the SW 1/4; thence run West for 528.19 feet; thence run North for 659.83 feet to a corner on the west line of said Lot 3 of said Unit 3 of the Hattiesburg Industrial Park Subdivision, said point being the Point of Beginning; thence run North 00 degrees 00 minutes 08 seconds West along the west line of said Lot 3 for 338.42 feet; thence run North 89 degrees 40 minutes 24 seconds West for 91.99 feet to the eastern right-of-way line of South Hills Drive; thence run North 00 degrees 11 minutes 23 seconds West along said eastern right-of-way line for 317.16 feet to the southern right-of-way line of John Merle Tatum Industrial Drive; thence run South 89 degrees 35 minutes 34 seconds East along said southern right-of-way line for 621.91 feet; thence run South 00 degrees 26 minutes 21 seconds West for 200.96 feet to a corner on the north line of said Lot 3; thence run North 89 degrees 58 minutes 37 seconds East along said north line for 209.04 feet to a corner on the said north line of said Lot 3; thence continue North 89 degrees 58 minutes 37 seconds East along said north line for 150.08 feet to a corner on the west line of said Lot 2; thence run North 00 degrees 03 minutes 56 seconds West along said west line for 201.00 feet to the said southern right-of-way line of said John Merle Tatum Industrial Drive; thence run South 89 degrees 56 minutes 32 seconds East along said southern right-of-way line for 611.30 feet to the western right-of-way line of Sullivan Drive; thence run South 00 degrees 01 minute 25 seconds East along said western right-of-way line for 33.96 feet; thence run South 29 degrees 49 minutes 59 seconds West along said western right-of-way line for 710.22 feet; thence run South 89 degrees 56 minutes 26 seconds West for 1,144.19 feet back to the Point of Beginning. Said parcel contains 18.92 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 3:30 p.m., Wednesday, February 2, 2022, 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 7th day of January 2022.

CITY OF HATTIESBURG, MISSISSIPPI
BY: /s/ Kermas Eaton
CITY CLERK
(SEAL)
Published January 13, 2022

Clarion Ledger
Hattiesburg American
PART OF THE USA TODAY NETWORK

BATCH # 6073
DOC # 16649

ACCOUNT NAME		ACCOUNT #	PAGE #
The City Of Hattiesburg		211698	1 of 1
INVOICE #	**BILLING PERIOD**	**PAYMENT DUE DATE**	
0004318128	Dec 1- Dec 31, 2021	January 20, 2022	
PREPAY (Memo Info)	**UNAPPLIED (included in amt due)**	**TOTAL AMOUNT DUE**	
$0.00	$0.00	~~$98.41~~ $42.27	

BILLING ACCOUNT NAME AND ADDRESS

The City Of Hattiesburg
Cecilia Jones
P.O. Box 1898
Hattiesburg, MS 39403-1898

BILLING INQUIRIES/ADDRESS CHANGES
1-877-736-7612 or smb@ccc.gannett.com

FEDERAL ID
71-0004640

Terms and Conditions: Past due accounts are subject to interest at the rate of 18% per annum or the maximum legal rate (whichever is less). Advertiser claims for a credit related to rates incorrectly invoiced or paid must be submitted in writing to Publisher within 30 days of the invoice date or the claim will be waived. Any credit towards future advertising must be used within 30 days of issuance or the credit will be forfeited.
All funds payable in US dollars.

0000211698000000000000004318128000098411O984

To sign-up for E-mailed invoices and online payments please contact abgspecial@gannett.com. Previous account number: C19347.

Date	Description	Amount
12/1/21	Balance Forward	$279.92
12/14/21	PAYMENT - THANK YOU	-$223.78

Package Advertising:

Start-End Date	Description	PO Number	Package Cost
12/9/21-12/9/21	0005029901 PUBLIC NOTICE REQUE		$42.27

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

Clarion Ledger
Hattiesburg American
PART OF THE USA TODAY NETWORK

ACCOUNT NAME		PAYMENT DUE DATE		AMOUNT PAID
The City Of Hattiesburg		January 20, 2022		
ACCOUNT NUMBER		**INVOICE NUMBER**		
211698		0004318128		

CURRENT DUE	30 DAYS PAST DUE	60 DAYS PAST DUE	90 DAYS PAST DUE	120+ DAYS PAST DUE	UNAPPLIED PAYMENTS	TOTAL AMOUNT DUE
$42.27	$56.14	$0.00	$0.00	$0.00	$0.00	~~$98.41~~

PN

REMITTANCE ADDRESS (Include Account# & Invoice# on check)

Clarion Ledger/Hattiesburg American
P.O. Box 677577
Dallas, TX 75267-7577

TO PAY WITH CREDIT CARD PLEASE FILL OUT BELOW: $42.27

☐ VISA ☐ MASTERCARD ☐ DISCOVER ☐ AMEX

Card Number _____
Exp Date ___/___/_____ CVV Code _____
Signature _____ Date _____

0000211698000000000000004318128000098411O984

Hattiesburg American
PART OF THE USA TODAY NETWORK

Clarion Ledger
PART OF THE USA TODAY NETWORK

Customer: THE CITY OF HATTIESBURG
Address: 200 FORREST ST
HATTIESBURG MS 39401-

Acct. #: TCL-C19347
Phone: 6015454571

Ordered By: THE CITY OF HATTIESBURG
Cecilia Jones

Word Count 298

OrderStart Date: 12/09/2021 **Order End Date:** 12/09/2021

Tear Sheets	Affidavits	Blind Box	Promo Type	Materials	Special Pricing	Size
0	1					1 X 49.00

Account	AD#	Tax Amount	Total Amount	Payment Method	Payment Amount	Amount Due
TCL-C19347	0005029901	$0.00	$42.27	Invoice	$0.00	$42.27

Sales Rep: gdechamps **Order Taker:** gdechamps **Order Created** 12/02/2021

Product	Placement	Class	# Ins	Start Date	End Date
TCL-clarionledger.com	TCLW-Legals	Public Notices	1	12/09/2021	12/09/2021
TCL-The Clarion Ledger	TCL-Legals	Public Notices	1	12/09/2021	12/09/2021

When tables or tabular matter are included, each line of the standard newspaper column shall be considered as containing at least six (6) words. Printers and publishers may charge such fees per line which are acceptable to the party placing the publication not to exceed the Twelve Cents (12 cent(s)) and Ten Cents (10 cent(s)) per word.

Text of Ad: 12/02/2021

PUBLIC NOTICE
REQUEST FOR PROPOSALS

The City of Hattiesburg is issuing a Request for Proposals for a Master Plan from planners, architects, engineers and other related professionals for an area bound (generally) by Hardy Street, N 25th Ave, the Longleaf Trace, and N 26th Avenue. The goal of this Master Plan is to further guide the future development from both the public infrastructure and private investment perspectives. Considerations include but are not limited to: existing conditions; feasibility of walkable, functional neighborhoods and mixed-use districts; redevelopment opportunities that support an economically viable and sustainable community; character and history; design guidelines; implementation language and robust public participation. The intended outcome of the project is to adopt the Master Plan as a component/appendix of the City's Comprehensive Plan.

Proposals are due no later than 10:00 a.m., Thursday, January 13, 2022. Any proposals received after this deadline may be returned to the offeror unopened. The City reserves the right to reject any and all proposals, and/or divide any project into sections. The full RFP can be found on the City of Hattiesburg's website at www.hattiesburgms.com/planning.

Inquiries and requests for proposal packets should be addressed to:
Dept. of Urban Development
City of Hattiesburg
P.O. Box 1898/200 Forrest Street
Hattiesburg, MS 39403-1898
601-545-4599
planning@hattiesburgms.com
PUBLISHED by the Order of the Council on the 7th day of December, 2021.

CITY OF HATTIESBURG, MISSISSIPPI
BY: Kermas Eaton /s/
CITY CLERK
(SEAL)
12/9/2021

0005029901-01

AFFIDAVIT OF PUBLICATION
THE CLARION-LEDGER

TO: THE CITY OF HATTIESBURG
200 FORREST ST
HATTIESBURG, MS 39401
Acct# TCL-C19347

This is not an invoice

# of Affidavits 1

Ad Number: 0005029901

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is a Legal Advertising Representative of The Clarion-Ledger, a newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, to be issues of said newspaper editions dated as follows :

In said newspaper in the issue(s) dated:

12/09/2021

Size: 298 words / 1 col. x 49 lines
Published: 1 time(s)

Now due on said account is $42.27

Signed _____
Authorized Clerk of The Clarion-Ledger

SWORN to and subscribed before me on December 09, 2021.

_____
Notary Public. State of Wisconsin. County of Brown

7/27/25
_____
My commission expires

(SEAL)

SARAH BERTELSEN
Notary Public
State of Wisconsin

PUBLIC NOTICE
REQUEST FOR PROPOSALS

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CITY OF HATTIESBURG, MISSISSIPPI
BY: Kermas Eaton /s/
CITY CLERK
(SEAL)
12/9/2021

0005029901-01

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Peggy Sealy, Chief of Police**

cc:

Date: **Tuesday, February 22, 2022**

Re: **Acknowledge receipt of a grant award from the U.S. Department of Justice, Bureau of Justice Assistance, 2021 Bulletproof Vest Partnership Grant Program to purchase bulletproof vests for the Hattiesburg Police Department. The grant reimbursement to the city will provide $15,600.00 (50%) of the cost of the vests.**
File Number: 2022-88
Minute Book #

Summary
2021 USDOJ Bulletproof Vest Partnership Grant Award

Recommendation Statement
I recommend acknowledgement of receipt of a grant award from the U.S. Department of Justice, Bureau of Justice Assistance, 2021 Bulletproof Vest Partnership Grant Program to purchase bulletproof vests for the Hattiesburg Police Department. The grant reimbursement to the city will provide $15,600.00 (50%) of the cost of the vests.

Please place this on the February 22, 2022 City Council meeting for consideration.

APPLICATION DETAILS

1. Agency Profile

2. Application

3. Payment

4. Status

5. Personal Information

Help

JUR: HATTIESBURG CITY, MS

LOGOUT

OMB #1121-0235
(Expires: 10/31/2016)

APPLICATION PROFILE

Participant	HATTIESBURG CITY
Fiscal Year	2021
Number of Agencies Applied	0
Total Number of Officers for Application	106
Number of Officers on Approved Applications	106

APPLICATION PROFILE

Fiscal Year		2021
Vest Replacement Cycle		4
Number of Officers		106
Number of Emergency Replacement Needs	**Number of Stolen or Damaged**	0
	Number of Officer Turnover	0

APPLICATION DETAILS

NIJ#	Quantity	Unit Price	Extended Cost	Tax Shipping and Handling	Total Cost
BA-3A00S-XT03	39	$800.00	$31,200.00	$0.00	$31,200.00
Grand Totals	**39**		**$31,200.00**	**$0.00**	**$31,200.00**

AWARD SUMMARY FOR FY2021 REGULAR FUND

Funds Type	Eligible Amount	Award	Date Approved	Status
Regular Fund	$31,200.00	$15,600.00	02/03/22	Approved by BVP
Grand Totals:	$31,200.00	$15,600.00		

RETURN

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Peggy Sealy, Chief of Police**

cc:

Date: **Tuesday, February 22, 2022**

Re: **Acknowledge receipt of a grant award from the Mississippi State Department of Health FY2022 Violence Against Women Act (VAWA) S.T.O.P. Grant Program, in the amount of $41,748.40, to provide victim advocacy services.**
File Number: 2022-89
Minute Book #

Summary
MSDH FY2022 VAWA S.T.O.P. Grant Award - HPD

Recommendation Statement
I recommend acknowledgement of receipt of a grant award from the Mississippi State Department of Health FY2022 Violence Against Women Act (VAWA) S.T.O.P. Grant Program, in the amount of $41,748.40, to provide victim advocacy services.

Please place this on the February 22, 2022 City Council meeting for consideration.

MISSISSIPPI STATE DEPARTMENT OF HEALTH
SUBGRANT AGREEMENT

AGREEMENT NUMBER SG- 1222-R3

SECTION 1.0 Parties to the Agreement

This agreement is made this the 1st, day of October, 20 21, by and between the Mississippi State Department of Health, hereinafter referred to as MSDH, and, City of Hattiesburg - Hattiesburg Police Department, Victim Services Unit, hereinafter referred to as Subgrantee.

SECTION 2.0 Period of Performance

This agreement shall be in effect from 10/01/2021, through 09/30/2022.

SECTION 3.0 Purpose

This agreement is established for the purpose of defining the rights and duties of the parties regarding the Subgrant known as Services, Training, Officers and Prosecution (STOP) Grant.

SECTION 4.0 Responsibilities of MSDH and Subgrantee

4.1 MSDH Responsibilities:

4.1.1 MSDH is responsible for the review and approval of invoices and periodic reports.

4.1.2 MSDH is responsible for the review of progress reports on the ongoing activities regarding the Subgrant.

4.1.3 MSDH is responsible for oversight of work and services provided by Subgrantee.

4.1.4 MSDH is responsible for other responsibilities as stated in the corresponding grant, proposals, and any attachments hereto.

4.2 Subgrantee Responsibilities:

4.2.1 The Subgrantee is responsible for implementing the work and services as set forth in the Scope of Work, hereby incorporated and attached hereto.

4.2.2 The costs incurred must be in accordance with the approved Budget, hereby incorporated and attached hereto, and shall not exceed $ 41,748.40 unless properly modified and approved. Prior written approval shall be required before deviating from the approved budget.

4.2.3 The Subgrantee is responsible for other responsibilities as stated in the corresponding grant, proposals, and any attachments hereto.

SECTION 5.0 Budget and Finance

5.1 **Subgrant Value.** Absent a modification in the form required by this agreement, the total amount to be paid by MSDH to Subgrantee under the terms of this agreement shall not exceed the amount previously stipulated in Section 4.2.2 of this agreement. All payments made under this agreement shall represent services rendered or actual costs incurred. Subgrantee is responsible for any commitments or expenditures in excess of the amounts authorized by MSDH.

5.2 **Invoices.** The Subgrantee shall submit invoices, as required and in accordance with the grant associated with this agreement or as instructed by MSDH and attached hereto.

5.3 **Reimbursement.** The Subgrantee assumes sole responsibility for reimbursement to the granting or funding agency of a sum of money equivalent to the amount of any expenditures disallowed should the granting agency, funding agency, or any other authorized agency rule through an audit exception or some other appropriate means, that expenditures from funds allocated to the Subgrantee for direct and/or indirect costs were not made in compliance with the regulations of the granting or funding agency or the provisions of the agreement.

5.4 **Record Maintenance.** The Subgrantee agrees to maintain books, records, and documents and other evidence pertaining to all costs and expenses incurred and revenues acquired under this agreement for three (3) years from the date of close-out or in accordance with the provisions of the grant associated with this agreement, whichever is longer. The books or account and other records which are applicable shall be available with reasonable notice for inspection, review and audit by MSDH or another authorized government entity to determine proper application and use of all funds paid to the Subgrantee.

5.4.1 The Subgrantee agrees to maintain books, records, and documents and other evidence containing or associated with protected health information (PHI) and pertaining to all costs and expenses incurred and revenues acquired under this agreement for six (6) years from the date of close-out or in accordance with the provisions of the grant associated with this agreement, whichever is longer. The books or account and other records which are applicable shall be available with reasonable notice for inspection, review and audit by MSDH or another authorized government entity to determine proper application and use of all funds paid to the Subgrantee.

5.5 **Record Inspection and Audit.** MSDH, any sponsor or funding source, the State of Mississippi, and regulatory body of the United States overseeing the grant associated with this agreement, and/or any other authorized representative of any of the foregoing, shall have access to and the right to examine all records, books, papers, or documents which are directly pertinent to, or related to the Subgrant award for the purpose of audit, examination, excerpts, and/or transcripts.

5.6 **Purchase Equipment.** Equipment should not be purchased unless itemized in the approved budget or in accordance with the grant associated with this agreement. The use

and disposition of any equipment purchased by the Subgrantee shall be in accordance with the grant associated with this agreement.

5.7 **Compensation.** This is a subgrant agreement using the cost reimbursement method of payment. The invoices submitted by the Subgrantee will state the period for which reimbursement is being requested, and will itemize the cost and budget category per the budget in Attachment B. All deliverables and reports defined in Attachment A: Scope of Work and Attachment B: Budget and Justification are to be submitted to MSDH for the compensation defined herein.

SECTION 6.0 Modification

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

SECTION 7.0 Assignment

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

SECTION 8.0 Standard Terms and Conditions

The Subgrantee Certifies and Agrees to the Following:

8.1 **Authority to Accept Award.** The Subgrantee certifies that it has legal authority to apply for the Subgrant and has the institutional, managerial, and financial capability (including where applicable, funds sufficient or in-kind match to pay the Subgrantee's share of the project cost) to ensure proper planning, management, and completion of the project described in this proposal. The Subgrantee further certifies (a) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (b) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings, either voluntary, or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

8.2 **Conflict of Interest.** The Subgrantee will establish or maintain safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

8.3 **Applicable Laws.** This Subgrant Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflict of law provisions, and any litigation with respect thereto shall be brought in the courts of the state.

8.4 **Compliance with Laws.** The Subgrantee shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, and any others as required by the grant that is the subject of this agreement, as now exist and as they may be amended or modified.

8.4.1 **Equal Opportunity.** The Subgrantee understands that the State is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, State, or local laws. All such discrimination is unlawful and the Subgrantee agrees during the term of the agreement that the Subgrantee will strictly adhere to this policy in its employment practices and provisions of services.

8.4.2 **Employment Verification.** The Subgrantee will ensure its compliance with the Mississippi Employment Protection Act, §71-11-1, et seq., of the Mississippi Code Annotated, as Amended, and will register and participate in the status verification system for all newly hired employees as required.

8.4.3 **Federal Law.** Subgrantee will comply with all federal statutes relating to non-discrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; and the requirements of any non-discrimination statute(s) which may apply to the proposal.

8.4.4 **Program Specific Law.** The Subgrantee will comply with all applicable requirements of all other federal laws, executive orders, regulations, and policies governing this grant or program.

8.5 **Subgrantee Status.** Subgrantee agrees that no act performed, or representation made, whether oral or written, by the Subgrantee with respect to third parties shall be binding on MSDH. The Subgrantee shall, at no time act as an agent for MSDH. Nothing herein shall be deemed or construed by MSDH, the Subgrantee, or any third party as creating the relationship of principal and agent, partners, joint ventures, or any similar such relationship between MSDH and the Subgrantee.

8.6 **Representation Regarding Contingent Fees and Gratuities.** Subgrantee represents that it has not offered, given, or agreed to give or accepted a solicitation or demand for gratuity or offer of employment in connection with any decision or preparation regarding the award of this Subgrant, nor has it retained a person to solicit or secure a Subgrant upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Subgrantee's bid or proposal.

8.7 **Public Records Clause.** MSDH has the responsibility to oversee and monitor all phases of this Subgrant Agreement. Therefore, MSDH shall be responsible for responding to any public records requests pursuant to the Mississippi Public Records Act, §25-61-1 et seq., Mississippi Code Annotated**.** Documents and records associated with this agreement, including but not limited to, this agreement, proposal, communications, payment requests, etc., may be deemed public records. MSDH shall respond to requests addressed to either of the parties herein. The Subgrantee shall notify and provide a copy of any public information request addressed to the Subgrantee within one (1) working day. Upon receipt of said request, MSDH shall respond to the request for public information as required by the Mississippi Public Records Act. No party to this agreement shall be liable to the other party for disclosure of information required by court order or required by law.

8.8 **Release of Information.** MSDH, as the State management, regulatory, and enforcement agency, shall have the exclusive right to release data and information acquired as a result of this agreement to the press and public. The Subgrantee may release information obtained from this agreement only after obtaining written permission from MSDH.

8.9 **Return of Reports, Data, Etc.** Upon conclusion of this agreement, MSDH may request the return of any reports, data, and other information related to this agreement. The Subgrantee retains the right to materials used in the performance of the agreement, which were developed by the Subgrantee with non-MSDH funds. The MSDH is granted non-exclusive license to copy the materials for use within the State of Mississippi.

8.10 **Confidentiality.** Confidential or proprietary information under this agreement shall not be disclosed by either party. The Subgrantee and MSDH agree to treat as confidential and not disclose to any third party without prior written consent from both parties information or data which is identified as confidential under this agreement and/or protected from disclosure under law or agency policy. Notwithstanding the above, the parties acknowledge that the Mississippi Public Records Act governs the disclosure of public records.

8.11 **HIPAA Compliance.** Subgrantee agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, and any amendments thereto, including electronic data interchange, data retention, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this agreement.

8.12 **Indemnification.** Subgrantee shall indemnify, defend, save and hold harmless, protect, and exonerate the MSDH, its board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Subgrantee and/or its partners, principles, agents, employees, and/or subcontractors in performance of or failure to perform this agreement. In the MSDH sole discretion, Subgrantee may be allowed to control the defense of any such claim, suit, etc. In the event Subgrantee defends said claim, suit, etc., Subgrantee shall use legal counsel acceptable to MSDH. Subgrantee shall be solely responsible for all costs and/or expenses associated with such defense. Subgrantee shall not settle any claim,

suit, etc., without the MSDH concurrence which the MSDH shall not unreasonably withhold.

Subgrantee shall not be obligated to indemnify MSDH for liabilities which arise due to the negligence of MSDH or its employees. MSDH's liability, as an entity of the State of Mississippi, shall be determined pursuant to and subject to the limitations of the Mississippi Tort Claims Act, Mississippi Code Annotated § 11-4-1 et seq., including all defenses and exceptions contained therein. Nothing in this agreement shall have the effect of changing or altering the liability or of eliminating any defense available to the MSDH or State under statute.

8.13 **Use of MSDH Network and/or IT Equipment.** As deemed necessary by MSDH to the performance of this Subgrant Agreement, MSDH agrees to provide hardware, software, and/or devices, as well as access to the MSDH network, to designated authorized personnel of Subgrantee. MSDH agrees to provide IT support related to the use of the MSDH network and/or software, hardware, and/or devices provided by MSDH, unless an exception is granted by the MSDH IT Security Officer.

8.13.1 **Adherence to IT Policies.** Subgrantee agrees to adhere to all applicable MSDH IT security policies [MSDH utilizes the NIST SP 800-53 rev 4 as its authoritative Policy Framework.] Subgrantee agrees and affirms that any equipment or software issued to the Subgrantee from MSDH remain the property of MSDH. The Subgrantee agrees to obtain approval from MSDH before modifying this hardware or software in any way, shape, or form and to maintain the same using industry standard best practices. The Subgrantee also will adhere to all applicable MSDH IT security and property policies as well as procedures related to the utilization of the MSDH Enterprise network, whether accessed through hardware, software, and/or devices provided by MSDH, the Subgrantee, or another entity. Agency policies are available upon request from MSDH.

8.13.2 **IT Training.** Subgrantee agrees to ensure that all of its personnel who will have access to MSDH hardware, software, devices and/or the MSDH network will complete all IT security and/or other training required by MSDH before the Subgrantee personnel begin work.

8.13.3 **IT Personnel.** Subgrantee agrees to only allow designated personnel from MSDH to provide IT support services, as needed, in regards to the Subgrantee's use of hardware, software, and/or devices provided by MSDH or the utilization of the MSDH network.

8.14 **Conflict of Interest**. Subgrantee represents, to the best of its knowledge and belief, that this contract does not present the Subgrantee with a conflict of interest with respect to any past, current, or potential contract or employment such that the Subgrantee would be unable to perform impartially and without bias. Subgrantee agrees that should this condition change during the period of this contract, Subgrantee shall notify MSDH within 30 days.

8.15 **Debarment and Suspension**. Subgrantee certifies to the best of its knowledge and belief, that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or

voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi.

SECTION 9.0 Termination and Notice

9.1 **Right to Terminate.** Either party to this agreement may terminate this agreement by written notice (via U.S. certified mail, return receipt requested) of termination to the other party in accordance with the Notices section of this agreement. Except as provided below, all obligations under this agreement shall cease at the expiration of thirty (30) calendar days from receipt of written notice by the non-terminating party of the notice of termination.

9.2 **Costs.** Subgrantee shall be paid for costs incurred at the time of termination, if any, and shall deliver to MSDH an invoice for costs incurred. It is expressly understood payment is subject to the "Availability of Funds" as stated in this agreement.

9.3 **Availability of Funds.** It is expressly understood and agreed that the obligation of MSDH to proceed under this agreement is conditioned upon the availability of funds from the responsible party and/or the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, this agreement between the MSDH and Subgrantee shall be terminated upon notice by MSDH to Subgrantee of the same. Termination of this agreement due to lack of funding will be immediate, following notice of such termination by MSDH to Subgrantee. The effective date of termination shall be as specified on the notice of termination.

9.4 **Notices.** Notices of termination and any other notices required to be given under this agreement by each party shall be mailed to the following addresses:

For Grantor:

NAME:	Jim Craig, MPH
TITLE:	Senior Deputy and Director of Health Protection
ADDRESS:	P.O. Box 1700, Jackson, MS 39215
E-MAIL:	Jim.Craig@msdh.ms.gov
TELEPHONE:	(601) 576-7680

For Subgrantee:

NAME:	Toby Barker
TITLE:	Mayor
ADDRESS:	300 Klondyke Street Hattiesburg, MS 39401
E-MAIL:	mayor@hattiesburgms.com
TELEPHONE:	(601)545-1034

SECTION 10.0 Enforceability

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

10.2 This Agreement, including all attachments listed in the Addenda, contains the sole and entire agreement and understanding of the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, this agreement is duly executed.

For the Mississippi State Department of Health:

DocuSigned by:
Dobbs, Dr Thomas
A525016E91BF427...

1/10/2022 | 4:45 PM CST

State Health Officer or Designee **Date**

Agreement **EXECUTED** with this signature.

For the Subgrantee:

DocuSigned by:
Toby Barker
B6AD9A0B880C4BD...

1/10/2022 | 4:43 PM CST

Subgrantee Authorized Signature **Date**

Mayor

Title

ADDENDA

Attachment A: Scope of Work

Attachment B 1: Budget

Attachment B 2: Budget Justification

Attachment C 1: Special Conditions

Attachment C 2: Certifications and Assurances

Attachment D: Information for Federally Funded Subgrants

Attachment E 1: Match Waiver Letter

Attachment E 2: Match Waiver Determination Form

OFFICE AGAINST INTERPERSONAL VIOLENCE

Mississippi State Department of Health

ATTACHMENT A:

HATTIESBURG POLICE DEPARTMENT(STOP)

GOAL 1:	Increase community knowledge and awareness about domestic violence, stalking, and sexual assault and the services available, specifically targeting females between the ages of 18-52.
OBJECTIVE 1.1:	*By September 30, 2022, 50% of victims reporting domestic violence will follow through with a protective order.*

Activities/Strategies	**Staff Responsible**	**How will it be measured**	**Completion Date**
1.1.1 Victim Advocate will initiate communication with victims upon receiving the initial report, via letter and phone, providing victims with education about domestic violence, stalking, and sexual assault; victims' rights; the benefit of protective orders; assistance with safety planning; and service options available to them.	Mary Alice Wilson – Victim Advocate	The Victim Advocate will document the number of victims who obtain protection orders.	9/30/2022
1.1.2			
1.1.3			

OBJECTIVE 1.2:	*By September 30, 2022, the Victim Advocate will conduct six (6) community awareness events in the City of Hattiesburg on domestic violence, stalking, and sexual assault.*

Activities/Strategies	**Staff Responsible**	**How will it be measured**	**Completion Date**
1.2.1 Victim Advocate will conduct events for local awareness initiatives such as National Crime Victim's Rights Week, Stepping Out Against Violence, Remember My Name 5K, Domestic Violence Awareness Month, and possibly others, to promote community awareness of domestic violence.	Mary Alice Wilson – Victim Advocate	The Victim Advocate will document events held and administer surveys to measure increase in knowledge/awareness. Photos and videos taken at events will document participation and attendance.	9/30/2022
1.2.2			
1.2.3			

OBJECTIVE 1.3:	

Activities/Strategies	Staff Responsible	How will it be measured	Completion Date
1.3.1			
1.3.2			
1.3.3			

GOAL 2:	Improve victims' understanding of, participation with, and experience with the criminal justice system.

OBJECTIVE 2.1:	*By September 30, 2022, 75% of victims reporting by means of the client survey will indicate that they have a better understanding of the criminal justice process and their role within that process.*

Activities/Strategies	**Staff Responsible**	**How will it be measured**	**Completion Date**
2.1.1 Victim Advocate will attend and aid in all court proceedings involving victims of domestic violence, stalking, and sexual assault, providing court advocacy, education and support to victims throughout the process.	Mary Alice Wilson – Victim Advocate	Anonymous victim survey	9/30/2022
2.1.2			
2.1.3			

OBJECTIVE 2.2:	*By September 30, 2022, 75% of victims reporting by means of the client survey will indicate that being informed about the case helped them to feel less anxious.*

Activities/Strategies	**Staff Responsible**	**How will it be measured**	**Completion Date**
2.2.1 Victim Advocate will serve as mediator between City law enforcement, the court, and victims, maintaining communication with victims via telephone and mail updating them on court proceedings and suspect releases, restitution, and any changes that may arise.	Mary Alice Wilson – Victim Advocate	Anonymous victim survey	9/30/2022
2.2.2			
2.2.3			

OBJECTIVE 2.3:	

Activities/Strategies	**Staff Responsible**	**How will it be measured**	**Completion Date**
2.3.1			
2.3.2			
2.3.3			

GOAL 3:	Improve responses to the emotional, physical, and safety needs of victims of domestic violence, stalking, and sexual assault.
OBJECTIVE 3.1:	*By September 30, 2022, 75% of victims reporting by means of the client survey will indicate that the services provided were helpful.*

Activities/Strategies	**Staff Responsible**	**How will it be measured**	**Completion Date**
3.1.1 Victim Advocate(s) will assess victims' needs and identify individualized service referrals to address victims' emotional, physical, and safety needs--including but not limited to crisis services, emergency shelter, housing assistance, counseling, and case management.	Mary Alice Wilson – Victim Advocate	Anonymous victim survey	9/30/2022
3.1.2			
3.1.3			

OBJECTIVE 3.2:	*By September 30, 2022, the Victim Advocate (s) will learn and implement at least one (1) new evidence-based strategy to enhance their work with victims of domestic violence, stalking, and sexual assault.*

Activities/Strategies	**Staff Responsible**	**How will it be measured**	**Completion Date**
3.2.1 Victim Advocate(s) will attend the NOVA (National Organization for Victim Assistance) Conference and the Conference on Crimes Against Women to gain knowledge about evidence-based practices and obtain resources to use in the City of Hattiesburg.	Mary Alice Wilson – Victim Advocate	The Victim Advocate will document trainings attended and evidence-based practices implemented.	9/30/2022
3.2.2			
3.2.3			

OBJECTIVE 3.3:	

Activities/Strategies	**Staff Responsible**	**How will it be measured**	**Completion Date**
3.3.1			
3.3.2			
3.3.3			

ATTACHMENT B1

Budget Summary

Organization Name: City of Hattiesburg

Agency Name: Hattiesburg Police Depatment

Fund Source: VAWA STOP

Project Title: Hattiesburg Police Department Victim Services

	Budget Year 1		Total Project Budget
Budget Category	Federal/State Funds	Non-Federal Match	
A. Personnel	$ 26,250.00	$ 8,750.00	$ 35,000.00
B. Payroll Taxes	$ 2,139.37	$ 713.13	$ 2,852.50
C. Fringe Benefits	$ 8,190.75	$ 2,730.25	$ 10,921.00
D. Travel - In State	$ 564.75	$ 188.25	$ 753.00
E. Travel - Out of State	$ 3,703.53	$ 1,234.51	$ 4,938.04
F. Contractual	$ -	$ -	$ -
G. Commodities	$ 900.00	$ 300.00	$ 1,200.00
H. Equipment	$ -	$ -	$ -
I. Subsidies, Loans and Grants	$ -	$ -	$ -
Total Direct Costs	$ 41,748.40	$ 13,916.14	$ 55,664.54
J. Indirect Costs	$ -		$ -
Total Project Costs	$ 41,748.40	$ 13,916.14	$ 55,664.54

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

ATTACHMENT B2- BUDGET JUSTIFICATION

Budget Detail Year 1

Organization Name: City of Hattiesburg

Agency Name: Hattiesburg Police Depatment

Fund Source: VAWA STOP

Project Title: Hattiesburg Police Department Victim Services Unit

Period Begin: 10/1/2021 Period End: 9/30/2022

Name	Position	Computation					Non-Federal Match			Total Federal/State Funds
		Annual Salary or Hourly Rate	Type of Rate	Hours Worked	Percentage of Time	Total Project Cost	Cash	In-kind	Total Match	
Mary Alice Wilson	Victim Advocate	$35,000.00	salary	2080	100%	$ 35,000.00	$ 8,750.00		$ 8,750.00	$ 26,250.00
					Total(s)	$ 35,000.00	$ 8,750.00	$ -	$ 8,750.00	$ 26,250.00

Personnel Narrative

The victim advocate will offer victims information, emotional support, and help finding resources and filling out paperwork. The advocate may also contact organizations, such as criminal justice or social service agencies, to get help or information for victims. The advocate will rotate on call for after hours assistant to victims if needed. The City is requesting $26,250 and will finance the 25% match ($8,750).

B. Payroll Taxes

Description	Computation					Non-Federal Match			Total Federal/State Funds
	Type	Cost Base	Rate	% of Time	Total Project Cost	Cash	In-kind	Total Match	
Funded personnel	FICA	$ 35,000.00	7.65%	100.00%	$ 2,677.50	$669.38		$ 669.38	$ 2,008.12
Funded personnel	Unemployment Taxes	$ 35,000.00	0.50%	100.00%	$ 175.00	$ 43.75		$ 43.75	$ 131.25
				Total(s)	$ 2,852.50	$ 713.13	$ -	$ 713.13	$ 2,139.37

Payroll Taxes Narrative

This item includes necessary payroll taxes for funded staff, Mary Alice Wilson. The cost base is the total salary allocated to the project. FICA rate is calculated at 7.65% and the unemployment rate is 0.50%. We are matching each line item of payroll taxes with a 25% cash match.

C. Fringe Benefits

Name	Computation (Note - If Type is "Combination", describe in narrative.)					Non-Federal Match			Total Federal/State Funds
	Type	Cost Base	Rate	% of time	Total Project Cost	Cash	In-kind	Total Match	
Mary Alice Wilson	Health	Monthly	$ 383.00	100.00%	$ 4,596.00	$ 1,149.00		$ 1,149.00	$ 3,447.00
Mary Alice Wilson	Life	Monthly	$ 5.00	100.00%	$ 60.00	$ 15.00		$ 15.00	$ 45.00
Mary Alice Wilson - Workers' Compensation (0.5%)	Other	Annually	$ 175.00	100.00%	$ 175.00	$ 43.75		$ 43.75	$ 131.25
Mary Alice Wilson - Retirement (17.4%)	Other	Annually	$ 6,090.00	100.00%	$ 6,090.00	$ 1,522.50		$ 1,522.50	$ 4,567.50
				Total(s)	$ 10,921.00	$ 2,730.25	$ -	$ 2,730.25	$ 8,190.75

Fringe Benefits Narrative

The Victim Advocate, Mary Alice Wilson is to be funded at a rate of $35,000.00 for twelve months. Health insurance is $383 per month, or $4,596 per year. Life insurance is $5 per month, or $60 per year. Workers' Compensation is estimated at 0.50% of salary, and Retirement is 17.4% of salary. The total of Fringe Benefits is $10,921. The City is requesting $8,190.75 and will finance the 25% match of $2,730.25.

D. Travel - In State

ATTACHMENT B2- BUDGET JUSTIFICATION

Purpose of Travel	Conference & Location or Coverage area	Item	Computation (Note - If Item is "Mileage", leave "# of Staff" blank.)				Non-Federal Match			Total Federal/State Funds
			Rate or Cost	# of Staff	# of Miles or Nights/Days	Total Project Cost	Cash	In-kind	Total Match	
Conference	TBD	Lodging	$ 96.00	1	3	$ 288.00	$ 72.00		$ 72.00	$ 216.00
Conference	TBD	Meals	$ 55.00	1	3	$ 165.00	$ 41.25		$ 41.25	$ 123.75
Conference	TBD	Other	$ 300.00	1	1	$ 300.00	$ 75.00		$ 75.00	$ 225.00
					Total(s)	$ 753.00	$ 188.25	$ -	$ 188.25	$ 564.75

Travel - In State Narrative

The Victim Advocate will attend one local conference in Mississippi—conference, location, and dates TBD. The location of Jackson, MS was used to estimate costs, using an assumption of a 4-day conference. Expenses include: lodging at a cost of $96/night x 3 nights (total $288); meals & incidentals are $55/day x 3 days (total $165); and conference registration is estimated at $300. No mileage or ground transportation is needed as a City car will be used. Total conference cost is estimated at $753. The City is requesting $564.75 and will finance the 25% match of $188.25.

E. Travel - Out of State

Purpose of Travel	Conference & Location or Coverage area	Item	Computation (Note - If Item is "Mileage", leave "# of Staff" blank.)				Non-Federal Match			Total Federal/State Funds
			Rate or Cost	# of Staff	# of Miles or Nights/Days	Total Project Cost	Cash	In-kind	Total Match	
Conference	2022 NOVA - Location TBD	Airfare	$606	1	1	$ 606.00	$ 151.50		$ 151.50	$ 454.50
Conference	2022 NOVA - Location TBD	Lodging	$129	1	5	$ 645.00	$ 161.25		$ 161.25	$ 483.75
Conference	2022 NOVA - Location TBD	Meals	$ 56.00	1	5	$ 280.00	$ 70.00		$ 70.00	$ 210.00
Conference	2022 NOVA - Location TBD	Ground Transportation	$ 35.00	1	2	$ 70.00	$ 17.50		$ 17.50	$ 52.50
Conference	2022 NOVA - Location TBD	Mileage	$ 0.56	1	242	$ 135.52	$ 33.88		$ 33.88	$ 101.64
Conference	2022 NOVA - Location TBD	Airport Parking	$ 20.00	1	5	$ 100.00	$ 25.00		$ 25.00	$ 75.00
Conference	2022 Crimes Against Women	Airfare	$ 646.00	1	1	$ 646.00	$ 161.50		$ 161.50	$ 484.50
Conference	2022 Crimes Against Women	Lodging	$ 154.00	1	5	$ 770.00	$ 192.50		$ 192.50	$ 577.50
Conference	2022 Crimes Against Women	Meals	$ 56.00	1	5	$ 280.00	$ 70.00		$ 70.00	$ 210.00
Conference	2022 Crimes Against Women	Ground Transportation	$ 35.00	1	2	$ 70.00	$ 17.50		$ 17.50	$ 52.50
Conference	2022 Crimes Against Women	Mileage	$ 0.56	1	242	$ 135.52	$ 33.88		$ 33.88	$ 101.64
Conference	2022 Crimes Against Women	Airport Parking	$ 20.00	1	5	$ 100.00	$ 25.00		$ 25.00	$ 75.00
Other	2022 NOVA - Registration		$ 575.00	1	1	$ 575.00	$ 143.75		$ 143.75	$ 431.25
Other	Registration-Crimes Against Women		$ 525.00	1	1	$ 525.00	$ 131.25		$ 131.25	$ 393.75
					Total(s)	$ 4,938.04	$ 1,234.51	$ -	$ 1,234.51	$ 3,703.53

Travel - Out of State Narrative

The Victim Advocate will travel to the annual 2022 NOVA Conference, location and dates to be determined. For the purposes of estimating travel costs, location (Orlando, FL) and dates (July) from the 2021 conference were used. The training provides caregivers with techniques to best deliver critical education and emotional first aid to victims, survivors and community members in the event of a mass-casualty or natural disaster. This conference focuses on the intersection of technology and domestic and sexual violence, stalking and trafficking. The Victim Advocate will gain knowledge and obtain resources to use in the City of Hattiesburg. The total cost of this trip is $1,836.52: airfare (round-trip) is $606; lodging is $129/night x 5 nights (total $645); meals & incidentals are $56/day x 5 days (total $280); ground transportation is estimated at $35/day x 2 days (total $70); mileage (round-trip to and from airport - Hattiesburg to New Orleans) is $0.56/mile x 242 miles (total $135.52); airport parking is $20/day x 5 days (total $100). The Victim Advocate will also travel to the 2022 Conference on Crimes Against Women, location and dates to be determined. For the purposes of estimating travel costs, location (Dallas, TX) and dates (May) from the 2021 conference were used. The goal of the Conference on Crimes Against Women is to provide practical instruction, using current information, the newest ideas and most successful intervention strategies, to those professionals responsible for combating the many and varied forms of crimes against women. The total cost of this trip $2,001.52: airfare (round-trip) is $646; lodging is $154/night x 5 nights (total $770); meals & incidentals are $56/day x 5 days (total $280); ground transportation is estimated at $35/day x 2 days (total $70); mileage (round-trip to and from airport - Hattiesburg to New Orleans) is $0.56/mile x 242 miles (total $135.52); airport parking is $20/day x 5 days (total $100). Additionally, registration for the NOVA conference is $575, and registration for the Conference on Crimes Against Women is $525. The total overall for out-of-state conferences is $4,938.04. The City is requesting $3,703.53 and will finance the 25% match of $1,234.51.

F. Contractual

Purpose	Description	Computation						Non-Federal Match			Total Federal/State Funds
		Cost Base	Rate	Quantity	Total Budget Expense	Percentage	Total Project Cost	Cash	In-kind	Total Match	
					$ -		$ -			$ -	$ -

ATTACHMENT B2- BUDGET JUSTIFICATION

Total(s)						$ -	$ -	$ -	$ -	$ -

Contractual Narrative

G. Commodities

Purpose	Description	Computation						Non-Federal Match			Total Federal/State Funds
		Cost Base	Rate	Quantity	Total Budget Expense	Percentage	Total Project Cost	Cash	In-kind	Total Match	
General Office Supplies		per month	$50	12.00	$ 600.00	100.00%	$ 600.00	$ 150.00		$ 150.00	$ 450.00
Education & Outreach		per month	$ 50.00	12.00	$ 600.00	100.00%	$ 600.00	$ 150.00		$ 150.00	$ 450.00
Total(s)							$ 1,200.00	$ 300.00	$ -	$ 300.00	$ 900.00

Commodities Narrative

The Victim Advocate requests $450 with a $150 match ($600/month) for general office supplies for the day-to-day operations of the Victim Advocate. Office supplies include, but are not limited to: pens, pencils, notebooks, notepads, and sticky notes of various sizes, white-out, paperclips, binder clips, business cards, blank recordable/writeable CDs, staplers, staples, tape dispensers, tape, thumbtacks, and highlighters. The Victim Advocate also requests $450 with a $150 match ($600/month) in commodities for educational and informational materials for outreach and educational events. The informational materials will be used to educate victims and at outreach and educational events to spread awareness of domestic violence.

H. Capital Outlay Equipment

Purpose	Description	Computation						Non-Federal Match			Total Federal/State Funds
		Cost Base	Rate	Quantity	Total Budget Expense	Percentage	Total Project Cost	Cash	In-kind	Total Match	
					$ -		$ -			$ -	$ -
Total(s)							$ -	$ -	$ -	$ -	$ -

Equipment Narrative

I. Subsidies, Loans and Grants

Purpose	Description	Computation						Non-Federal Match			Total Federal/State Funds
		Cost Base	Rate	Quantity	Total Budget Expense	Percentage	Total Project Cost	Cash	In-kind	Total Match	
					$ -		$ -			$ -	$ -
Total(s)							$ -	$ -	$ -	$ -	$ -

Subsidies, Loans and Grants Narrative

ATTACHMENT B2- BUDGET JUSTIFICATION

J. Other Costs

											Total Federal/State Funds
					$ -		$ -			$ -	$ -
											$ -

Other Costs Narrative

J. Indirect Costs *(10% de minimis rate: enter amount from separate Indirect Cost Calculator)*

Description			
	Cost Base	Indirect Cost Rate	Total Federal Funds
Indirect Costs			$ -
		Total	$ -

Indirect Costs Narrative

Totals				
Non-Federal Match			Total Federal/State Grant Funds	Total Project Budget
Cash	In-kind	Total Match		
$ 13,916.14	$ -	$ 13,916.14	$ 41,748.40	$ 55,664.54

ATTACHMENT C2
CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Subgrantee Name	City of Hattiesburg - Hattiesburg Police Department, Victim Services Unit
Subgrant Award Number	SG-1222-3
Federal Program	VAWA STOP
Federal Award Number	2019-WF-AX-0054

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

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

1. LOBBYING As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

ATTACHMENT C2
CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Subgrantee Name	City of Hattiesburg - Hattiesburg Police Department, Victim Services Unit
Subgrant Award Number	SG-1222-3
Federal Program	VAWA STOP
Federal Award Number	2019-WF-AX-0054

2. **DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

Pursuant to Executive Order 12549, Debarment and Suspension, implemented at 2 CFR Part 2867, for prospective participants in primary covered transactions, as defined at 2 CFR Section 2867.20(a), and other requirements:
A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

(d) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(e) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. **FEDERAL TAXES**

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

ATTACHMENT C2
CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Subgrantee Name	City of Hattiesburg - Hattiesburg Police Department, Victim Services Unit
Subgrant Award Number	SG-1222-3
Federal Program	VAWA STOP
Federal Award Number	2019-WF-AX-0054

has provided written notice of such an unpaid tax liability (or liabilities) to OJP at Ojpcompliancereporting@usdoj.gov, and, after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Government in this case.

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

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

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

The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about
(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace.
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

ATTACHMENT C2
CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Subgrantee Name	City of Hattiesburg - Hattiesburg Police Department, Victim Services Unit
Subgrant Award Number	SG-1222-3
Federal Program	VAWA STOP
Federal Award Number	2019-WF-AX-0054

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; \

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

DocuSigned by:
Toby Barker
B6AD9A0B880C4BD...
Authorized Official Signature

1/10/2022 | 4:43 PM CST
Date

Initials of Authorized Official: DS TB

Attachment: D Required Information for Federally Funded Subgrants

I. Subgrantee Information

a. Subgrantee Unique Identifying Number: 079-44-8130

II. Prime Award Information

a. Federal Awarding Agency: U.S Department of Justice/OVW

b. CFDA Number: 16.588

c. Program Name: Violence Against Women Formula Grant

d. Federal Award Identification Number ("FAIN"): 2019-WF-AX-0054

e. Federal Award Date: 07/01/2019

f. Federal Award Amount: $1,697,522.00

g. Federal Award Project Description:

The STOP Formula Grant Program awarded to states and territories, enhances the capacity of local communities to develop and strengthen effective law enforcement and prosecution strategies to combat violent crimes against women and to develop and strengthen victim services in cases involving violent crimes against women. Each state and territory must allocate 25 percent for law enforcement, 25 percent for prosecutors, 30 percent for victim services (of which at least 10 percent must be distributed to culturally specific community-based organizations), 5 percent to state and local courts, and 15 percent for discretionary distribution.

III. Subgrant Information

Type of Award: ◉ Program or ○ Research

ATTACHMENT E1- MATCH WAIVER LETTER

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*

November 22, 2021

Mississippi State Department of Health
Office Against Interpersonal Violence
Attn: Joy Jones, VAWA Administrator
713 South Pear Orchard Rd., Suite 403
Ridgeland, MS 39157

Re: Notice of Award – Grant Program: STOP; Hattiesburg Police Department, Victim Services Unit

Dear Ms. Jones:

Due to the impacts of COVID-19, the City of Hattiesburg would like to request the match waiver offered to FY 2022 VAWA-STOP subgrantees for awards effective October 1, 2021 through September 30, 2022, for the Hattiesburg Police Department's Victim Services Unit project.

Match amount: $13,916.14

We greatly appreciate your support and look forward to working with you over the next year.

Sincerely,

Toby Barker
Mayor

Attachment E2: Match Waiver Determination Form

MISSISSIPPI STATE DEPARTMENT OF HEALTH

VAWA Match Waiver Determination Form

Subgrantee Name: City of Hattiesburg Police Department
Subgrant Number: SG-1222-3
Federal Grant Used to Fund Subgrant: 2019-WF-AX-0054
Date of Determination: November 19, 2021
Description of project: Services, Training, Officers and Prosecution (STOP) Grant addressing domestic violence, dating violence, sexual assault, and stalking.

Decision: ☒ Approve ☐ Decline
Justification for Decision: Due to the continued financial hardships experienced as a result of the COVID-19 pandemic, the City of Hattiesburg Police Department has requested to waive the required 25% non-federal match requirement for their project budget. The required match amount for this project is $ 13,916.14 for the award period of October 1,2021 to September 30, 2022. A detailed justification letter has been provided for further explanation of this financial hardship.

Complete if Match Waiver is Approved:

Total Project Budget: $55,664.54
Federal Award Amount: $41,748.40
Required Match Amount: $13,916.14
Match Amount Waived: $13,916.14
Match Amount Provided: $0
Match Percentage: %0

DocuSigned by:
Jones Joy
9F532FC6134F419...

Signature of VAWA Administrator

11/19/2021 | 3:41 PM CST

Date

ATTACHMENT A-FFY 2022 VAWA STOP Special Conditions

Subgrantee Name	City of Hattiesburg - Hattiesburg Police Department, Victim Services Unit
Subgrant Award Number	SG-1222-3
Federal Program	OVW Violence Against Women Act STOP
Federal Award Number	2019-WF-AX-0054

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

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

instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements. The recipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") and the DOJ Grants Financial Guide as posted on the OVW website, including any updated versions that may be posted during the period of performance. The recipient also agrees that all financial records pertinent to the award that the recipient (and any recipient at any tier), including the general accounting ledger and all supporting documentation, are subject to review throughout the life of the subgrant, during the close-out process, and for three years after closeout of the subgrant award.

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

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

5. Employment eligibility verification for hiring under the award. The recipient (and any subrecipient at any tier) must ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the

individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

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

7. Unreasonable restrictions on competition under the award; association with federal government No recipient or subrecipients at any tier may (in any procurement transaction) discriminate against any person or entity's status as an "associate of the federal government' (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate) except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by DOJ.

8. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OVW authority to terminate award) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient. The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OVW web site at https://www.justice.gov/ovw/award-conditions (Award Condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)) and are incorporated by reference here.

9. Determination of suitability to interact with participating minors. SCOPE. This condition applies to this award if it is indicated that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to

benefit a set of individuals under 18 years of age. The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OVW web site at https://www.justice.gov/ovw/award-conditions (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors) and are incorporated by reference here.

10. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events The recipient, and any subrecipient at any tier, must comply with all applicable laws, regulations, policies, and official DOJ and/or OAIV guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

11. OVW Training Guide Principles. The recipient understands and agrees that any training or training materials developed or delivered with funding provided through this subgrant must adhere to OVW Training Guiding Principles for Grantees and Subgrantees, available at https://www.justice.gov/ovw/grantees#Resources.

12. Effect of failure to address audit issues The recipient understands and agrees that the DOJ awarding agency may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

13. Potential Imposition of Additional Requirements. The recipient agrees to comply with any additional requirements that may be imposed by OAIV during the period of performance for this award, if the recipient is designated as "high-risk."

14. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42 The recipient, and any subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

ATTACHMENT A-FFY 2022 VAWA STOP Special Conditions

Subgrantee Name	City of Hattiesburg - Hattiesburg Police Department, Victim Services Unit
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Federal Award Number	2019-WF-AX-0054

15. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38. The recipients and any subrecipients at any tier, must comply with all applicable requirements of 28 C.F.R. Part 28, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

16. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54 The recipient, and any subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

17. Restrictions on "lobbying" and policy development. In general, as a matter of federal law, federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. § 1913. The recipient, or any subrecipient ("subgrantee") may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. § 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program. Another federal law generally prohibits federal funds awarded by OVW from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations. Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OVW for guidance, and may not proceed without the express prior written approval of OVW.

Initials of Authorized Official: DS TB

ATTACHMENT A-FFY 2022 VAWA STOP Special Conditions

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18. Compliance with general appropriations-law restrictions on the use of federal funds. The recipient, and any subrecipient at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OAIV for guidance and appropriate follow up from OVW and may not proceed without the express prior written approval of OVW is received by OAIV.

19. Reporting potential fraud, waste, and abuse, and similar misconduct The recipient and any subrecipients must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, sub-awardee, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline. The recipient shall also notify OAIV of any of the foregoing.

20. Restrictions and certifications regarding non-disclosure agreements and related matters No recipient or subrecipient under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. The foregoing is not intended and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

    a) In accepting this award, the recipient:

        i. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict)

employees or contractors from reporting waste, fraud, or abuse as described above; and

ii. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

b) If the recipient does or is authorized under this award to make subawards, procurement contracts, or both— it represents that—

i. it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward, procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

ii. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and b. it certifies that, if it learns or is notified that any subrecipient contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

21. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)
The recipient (and any sub-recipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights

and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

22. Encouragement of policies to ban text messaging while driving Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

23. Compliance with statutory and regulatory requirements. The recipient agrees to comply with all relevant statutory and regulatory requirements, which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. §§ 10101 et seq., and OVW's implementing regulations at 28 C.F.R. Part 90.

24. Compliance with solicitation requirements. The recipient agrees that it must be in compliance with requirements outlined in the state and federal solicitation under which the approved application was submitted. The program solicitation is hereby incorporated by reference into this award.

25. VAWA 2013 nondiscrimination condition. The recipient acknowledges that 34 U.S.C. § 12291(b)(13) prohibits recipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. The recipient agrees that it will comply with this provision. The recipient also agrees to ensure that any subrecipients ("subgrantees") at any tier will comply with this provision.

26. Misuse of award funds The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

27. Limitation on use of funds to approved activities The subrecipient agrees that grant funds will be used only for the purposes described in the recipient's application, unless OAIV determines that any of these activities are out of scope or unallowable. The recipient must

not undertake any work or activities that are not described in the recipient's application, award documents, or approved budget, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval, following prescribed practices, of OAIV.

28. Non-supplanting. The recipient agrees that grant funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.

29. Confidentiality. The recipient agrees to comply with the provisions of 34 U.S.C. Section 12291(b)(2), nondisclosure of confidential and private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The recipient also agrees to ensure that all subrecipients at any tier meet these requirements.

30. Activities that compromise victim safety and recovery or undermine offender accountability. The recipient agrees that grant funds will not support activities that compromise victim safety and recovery or undermine offender accountability. This includes any activities of the organization, including those that are not funded through OAIV. This includes:
    a) policies or procedures which exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or gender of their children;
    b) procedure or policies denying individuals access to services based on their relationship to the perpetrator;
    c) procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services;
    d) procedures or policies that impose restrictive conditions to be met by the victim in order to receive services (e.g. counseling, seeking an order of protection);
    e) procedures or policies that fail to ensure service providers conduct safety planning with victims;
    f) project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or
    g) any other activities outlined in the federal or state solicitation.

31. Termination or suspension for cause. The Director of OAIV, upon a finding that there has been substantial failure by the recipient to comply with applicable laws, regulations,

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and/or the terms and conditions of the subgrant or relevant solicitation, will terminate or suspend until the Director is satisfied that there is no longer such failure, all or part of the award.

32. Maintaining contact information. The recipient acknowledges that it is responsible for maintaining updated contact information by contacting their program administrator. This includes programmatic points of contact, fiscal points of contact, and authorized signing official.

33. Performance Progress Reports. The recipient agrees to complete annual reports as directed by OAIV and the STOP Administrator.

34. Publications. Prior approval is required for any materials prepared, developed, or printed by the recipient utilizing OVW funds. The recipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from subaward activities shall contain the following statement:

"This project was supported by Federal Award No. __2019-WF-AX-0054___awarded by the MS State Department of Health, Office Against Interpersonal Violence, state administering agency for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice."

35. Sub-grantee integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS. The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS"). The details of obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at https://ojp.gov/funding/FAPIIS.htm (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

36. Requirement to disclose whether recipient is designated "high risk" by a federal or state grant-making agency. If the recipient is designated "high risk" by a federal or state grant-

making agency, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OAIV. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

37. Discrimination Findings The recipient assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, gender identity, sexual orientation or disability against a recipient of victim assistance formula funds under this award, the recipient will notify OAIV at the following address: Director, Office Against Interpersonal Violence, Mississippi State Department of Health, Post Office Box 1700, Jackson, Mississippi 39215-1700.

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

39. Compliance with MSDH Sub-grantee Manual. All recipients must adhere to the Mississippi State Sub-grantee Manual (http://msdh.ms.gov/msdhsite/static/resources/1624.pd0 or other guidance provided by MSDH and/or OAIV. The recipient must allow the Office Against Interpersonal Violence, MSDH Audit Department, the Office on Violence Against Women (OVW), Office for Victim of Crime (OVC), U.S. Department of Health and Human Services, the Office of the Chief Financial Officer

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(OCFO), or any other state of federal officer as may be appropriate, access to and the right to examine all records, books, paper, or documents related to any federal or state grant.

40. The recipient, and any subrecipient at any tier, must authorize OAIV, the Office on Violence Against Women and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper, or documents related to the STOP grant.

41. Computer Network Requirements. No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this subsection limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

42. Reports and Mandatory Meetings. An entity receiving a grant from OAIV shall submit reports detailing the activities undertaken with the grant funds in the manner specified by OAIV or the particular funding source, and must also agree to attend any meetings, teleconferences or webinars required by OAIV as a condition of grant funding. Reporting requirements for each type of funding will be discussed during the mandatory recipient orientation. All recipients must collect data on demographics of those served or assisted by the funded program with regard to race, ethnicity, age, gender identity, sexual orientation, and disability, and any other criteria specified by the particular funding source.

43. Conflict of Interest. All personnel and other officials connected with agency-funded programs (sub-grantees) shall adhere to the following requirements:

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

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

i. Using his or her official position for private gain;

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ii. Giving preferential treatment to any person;
iii. Losing complete independence or impartiality;
iv. Making an official decision outside official channels; or
v. Affecting adversely the confidence of the public in the integrity of the government or the program.

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

Additional Provisions:

1. Training of Staff and Volunteers: All individuals serving in a position providing advocacy to victims of crime will be required to complete the Office for Victims of Crime TTAC On-Line Advocacy Training (On-line Training) within ninety (90) days of the start of the sub-grant period. Any individuals who have completed this course within the past twelve (12) months or who haveattended the National Organization for Victim Assistance Academy are exempt from therequirement to complete the On-line Training. Recipients having established internal trainingpolicies for their staff and volunteers may request exemption from this requirement by submitting those policies to OAIV for approval.
2. Withholding of Funds-
   The recipient shall not be eligible to receive reimbursement for program activities until conditions are met.
3. Within ninety (90) days of the executed agreement, subrecipients must the following documents:
   - long range IT strategic plan.
   - Plan for physical repair and renovations for the current funding cycle.
   - a continuous quality improvement (cqi) plan for program goals and services funded by OAIV
4. Due to the COVID-related conditions, federal funds awarded by OAIV cannot be used for out of state travel until all national conditions permit more widespread travel and close proximity attendance.
5. Use of federal funds for gift cards, prepaid cell phones, and/ or deposits is prohibited.
6. Reimbursement requests must be submitted monthly, with activity logs, unless otherwise approved by the Director of OAIV. Reimbursements (and corresponding activity logs) not submitted by the 20th of the following month are subject to nonpayment.

ATTACHMENT A-FFY 2022 VAWA STOP Special Conditions

Subgrantee Name	City of Hattiesburg - Hattiesburg Police Department, Victim Services Unit
Subgrant Award Number	SG-1222-3
Federal Program	OVW Violence Against Women Act STOP
Federal Award Number	2019-WF-AX-0054

7. Within thirty (30) days of the executed agreement, the subrecipient must make the following corrections/revisions to the submitted work plan:
1. Objective 1.1: does not align with the goal
2. The measurement tool for Activity 2.1.1 & 2.2.1 does not align with the activity. Possible use of the data system would be appropriate.
3. Objective 3.2 discusses the implementation of at least one new evidence-based strategy but there are no activities so support the implementation.

Initials of Authorized Official: DS TB

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Ann Jones, Chief Administrative Officer**

cc: **Armendia Esters, Division Manager/MPO**

Date: **Tuesday, February 22, 2022**

Re: **Acknowledge the setting of a public comment period by the Hattiesburg-Petal-Forrest-Lamar MPO for the proposed Safety Performance Targets, Long-Range Transportation Plan amendment and proposed amendment to the FY 2021-2024 Transportation Improvement Plan (TIP).**
File Number: 2022-94
Minute Book #

Summary

Acknowledge the setting of the public comment period by the Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization (HPFL-MPO) for the proposed Safety Performance Targets, Long-Range Transportation Plan amendment and proposed amendment to the FY 2021-2024 Transportation Improvement Plan (TIP).

Recommendation Statement

I recommend the acknowledgement of the public comment period for Safety Performance Targets, Long-Range Transportation Plan and Transportation Improvement Plan (TIP) Amendment.

Please place this on the February 22, 2022 City Council meeting for consideration.

PUBLIC NOTICE
PUBLIC COMMENT PERIOD
Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization

The Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization (HPFL-MPO) will hold a 10-day public comment period beginning Thursday, February 17, 2022 for the public to review and provide comments regarding the State Safety Targets, the proposed amendment to the current FY 2021-2024 Transportation Improvement Plan (TIP) and Long-Range Transportation Plan. This process is being conducted in accordance with State and Federal guidelines and the HPFL-MPO Public Participation Plan procedures. The HPFL-MPO TIP for the Hattiesburg Urbanized Area is a part of the Statewide Transportation Improvement Program (STIP) document.

The proposed amendments include the following projects:

1. Whereas, the State of Mississippi established its 2022 Safety Performance Targets in August 2021 which include; Number of Fatalities 723; Rate of Fatalities per 100 million VMT 1.810; Number of Serious Injuries 2,905; Rate of Serious Injuries per 100 million VMT 7.300; and Number of Non-Motorized Fatalities and Non-Motorized Serious Injuries 349.6

2018 – 2022 State of Mississippi Safety Targets

Measure	Target
Number of Fatalities	723
Rate of Fatalities per 100 million VMT	1.810
Number of Serious Injuries	2,905
Rate of Serious Injuries per 100 million VMT	7.300
Number of Non-Motorized Fatalities and Serious Injuries	349.6

2. The proposed Long-Range Transportation Plan 2045 Amendment
   Addition of the City of Hattiesburg's new Edwards Street Project
   Link to the Long-Range Transportation Plan for Hattiesburg-Petal-Forrest-Lamar
   https://www.hattiesburgms.com/wp-content/uploads/HPFL-MPO-MTP-2045-Main-Report-Draft-FINAL.pdf

3. Project 126, 4th Street Phase III Amendment
   Increased federal share and project name change

The proposed amendments will be available for review at www.hattiesburgms.com/mpo. A hard copy of the documents can be requested by contacting the MPO office at 601.554.1008. The official review and comment period will be held from February 17, 2022 – February 28, 2022.

Written comments regarding the proposed amendments should be emailed to mpo@hattiesburgms.com or mailed to:

Armendia Pierce, MPO Division Manager
P.O. Box 1898
Hattiesburg, MS 39403

Anyone who may require auxiliary aids or special accommodations to participate in this comment period should advise the HPFL-MPO by calling 601.554.1008 or emailing aesters@hattiesburgms.com for assistance.

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Peggy Sealy, Chief of Police**

cc:

Date: **Tuesday, February 22, 2022**

Re: **Acknowledge receipt of an extension for the Bureau of Justice Assistance, Coronavirus Emergency Supplemental Funding grant program. The period of performance end date was revised from January 31, 2022 to January 31, 2023.**
File Number: 2022-90
Minute Book #

Summary
BJA CESF Extension

Recommendation Statement
I recommend acknowledgement of receipt of an extension for the Bureau of Justice Assistance, Coronavirus Emergency Supplemental Funding grant program. The period of performance end date was revised from January 31, 2022 to January 31, 2023.

Please place this on the February 22, 2022 City Council meeting for consideration.

View email

Sent: **Feb 3, 2022 11:40:19 AM From ip-10-123-53-4.us-gov-west-1.compute.internal**
From: **do-not-reply@ojp.usdoj.gov**
To: **jshows@hattiesburgms.com;Linda.Hill@ojp.usdoj.gov**
Subject: **Grant Award Modification for an award from DOJ is Approved**

The request for a grant award modification, GAM-553048, for award number 2020-VD-BX-1206 under the solicitation *BJA FY 20 Coronavirus Emergency Supplemental Funding Program* is approved.
Please log into DOJ's JustGrants system at JustGrants.

For more information go to www.justicegrants.usdoj.gov
JustGrants is operated under the U.S. Department of Justice

Completed GAMs FAW-29750

GAM ID	Status	Type of Award Change	Award Change Subtype	Originated by	Last Modified Date
GAM-553048	Resolved-Completed	Project Period Extension		jshows@hattiesburgms.com	2/3/22 11:40 AM

GAM ReadOnly
Funded Award Details

FAW-29750
Solicitation Title:
BJA FY 20 Coronavirus Emergency Supplemental Funding Program
Project Title:
HPD Coronavirus Emergency Response 2020
Project Start Date:
1/20/20
Project End Date
1/31/23
Managing Office:
OJP
Program Office:
BJA
Grant Manager:
linda.hill@ojp.usdoj.gov
Grant Award Administrator:
jshows@hattiesburgms.com

Federal Award Amount:
$65,979.00
Unpaid Balance:
Funding Instrument Type:
Grant
DUNS:
079448130
TIN:
646000432

Project Period Extension

Project Period Extension Start Date
1/20/20

Number of Months to extend Project Period

Extension End Date
12

Current Project Period
Current Start Date
01/20/2020
Current Completion Date
01/31/2022

Requested Project Period
Project Period Start Date
01/20/2020
Project Period End Date
01/31/2023

Total Period of Performance with Requested

Extension
Months
37

For guidance, see Chapter 3.5 “Adjustments to Awards” and "Grant Adjustment Notice" on budget modifications. "Project Extension Guidance".

Justification

Length of Time Requested & New End Date

The City of Hattiesburg is requesting a no-cost extension of award # 2020-VD-BX-1206. We would like to request an extension of 12 months, to end on January 31, 2023. The current end date is January 31, 2021.

Reason Extension is Needed

Hattiesburg Police Department’s original plan for the use of the Coronavirus Emergency Supplemental Funding was to purchase personal protective items and cleaning/disinfecting supplies. The utilization rate of supplies was estimated based on the current situation at the time of application. Utilization rates have decreased as case numbers and restrictions have lessened. However, COVID-19 is still an ongoing concern despite drastic declines. An extension is needed to allow for additional time to purchase and utilize the items requested.

Reason Grant Activities Were Not Completed

The Hattiesburg Police Department planned to purchase personal protective items and cleaning/disinfecting supplies, and expected the requested supply to last for one year. Not knowing what the future would hold, utilization rates of supplies were estimated based on the current situation and information available at the time of application. Over time, cases have fluctuated, and, in turn, so has the usage of supplies. As the number of COVID-19 cases fortunately decreased and restrictions lessened, so did the utilization rate of supplies. In addition, HPD was reluctant to purchase supplies too far in advance, due to lack of storage space. As a result, the requested items were not purchased at the rate originally anticipated.

Activities to be Completed During Extension Period

During the extension period, City of Hattiesburg/HPD will continue to purchase and utilize the requested items. Additionally, the situation will be reassessed, and a request of a budget modification may be considered if it is determined that alternate eligible uses of CESF funds may provide benefit to HPD.

Unobligated Balance

As of December 27, 2021, the remaining balance of funds is $41,557.23.

Revised Project Period Timeline

Hattiesburg Police Department		
Task	**Start**	**End**
Purchase of PPE and supplies - ongoing	Feb. 2022	Jan. 2023
Needs assessment; initiation of budget modification request, if necessary	Jan. 2022	Mar. 2022

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Jennifer Shows, Grants Coordinator**

cc: **Kermas Eaton, City Clerk**

Date: **Tuesday, February 22, 2022**

Re: **Approve and authorize issuance of manual checks for CDBG Program Claims per attached Memorandum {Entitlement CDBG}.**
File Number: 2022-91
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 February 22, 2022 City Council meeting for consideration.

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Jennifer Shows
Department of Urban Development

SUBJECT: Authorize issuance of manual check for CDBG/HOME Program claims

DATE: February 22, 2022

The following request for payment is being submitted for approval during the City Council's February 22, 2022 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

Recipient:	**Landry, Lewis, Germany**
Activity:	Public Facilities & Improvement
Program:	CDBG
Project Site:	Katie-Dabbs Community Center
Amount Requested:	**$3,200.00**
Purpose of Request:	Construction documents (75% complete)

Recipient:	**Anderson Environmental**
Activity:	Substantial Rehabilitation
Program:	CDBG
Project Site:	1413 Arledge Street
Amount Requested:	**$900.00**
Purpose of Request:	Lead based paint encapsulation

SERVICE INVOICE

ANDERSON ENVIRONMENTAL SERVICE INC.
P. O. Box 16891
Jackson, MS 39236
Cell:(601) 940-4644
Office: 601-354-4400
Fax: (601) 354-3133

2/7/22 PV

SERVICE FOR:
Lead Based Paint Abatement/Encapsulation
1413 Arledge Street South Hattiesburg, MS

BILL TO:
City of Hattiesburg Department of Urban Development Community Development Division
200 Forrest Street
Hattiesburg, MS 39401

INVOICE NUMBER	01052022
DATE	January 05, 2022
JOB NAME / NUMBER	City of Hattiesburg
SUPERVISED BY	Daryl Anderson

QTY	DESCRIPTION	PRICE	AMOUNT
1	Lead Based Paint Encapsulation of 1413 Arledge Hattiesburg, MS	$3,500.0	$3,500.00
		TOTAL JOB COST	$3,500.00

COMMENTS

JOB	0.00
LABOR	0.00
TAX RATE	0.000%
TAX	0.00
Total Due	**$3,500.00**
	TOTAL DUE

LANDRY · LEWIS · GERMANY
ARCHITECTS, P.A.
WWW.LLGARCH.COM
CREATING LANDMARKS SINCE 1910

Kevin P. Lewis, AIA
Christian J. Landry, AIA
Jason K. Landry, AIA
Shane M. Germany, AIA

INVOICE

RECEIVED 2/2/22

CN 21-3823-002

January 27, 2022

RE:

City of Hattiesburg
200 Forrest Streete
Hattiesburg, MS, 39401

ATTN: Petra Wingo

Katie Dabbs Community Center Renovations
Hattiesburg, MS

For Professional Services Rendered

Fee Structure Basis for Design Services: Percentage of Construction Cost

For Professional Services Rendered from October 26. 2021 through January 25, 2022

Est. Construction Cost:* $ 400,000.00 Percentage Fee 8.00%

Percentage Design Services

Phase of Work	% of Fee		Phase Fee*		% Complete		Current Status*
Schematic Design	15%	=	$ 4,800.00	X	100%	=	$ 4,800.00
Design Development	20%	=	$ 6,400.00	X	100%	=	$ 6,400.00
Construction Documents	40%	=	$ 12,800.00	X	75%	=	$ 9,600.00
Bidding and Negotiation	5%	=	$ 1,600.00	X	0%	=	$ -
Construction**	20%	=	$ 6,400.00	X	0%	=	$ -
Totals*	100%	=	$ 32,000.00		Total Earned	=	$ 20,800.00
					Less Previous Invoiced	=	$ 17,600.00
					Total Percentage Invoice	=	$ 3,200.00

*Upon determination of updated estimated cost of actual construction cost, this amount will be adjusted.

**Monthly invoice based upon contractors percentage of completion.

***Alternates Not Accepted and Deduct Change Orders are invoiced through Bidding and Negotiating Services - not in Construction.

Construction Administration Services Detail

		Alternates		Change Orders			
Contractor	Base Bid*	Accepted*	Not Accepted***	Add	Deduct***		Total Contract**
0	$ -	$ -	$ -	$ -	$ -	=	$ -
					Total Earned Less Retainage	=	$ -
					Less Previous Applications for Payment	=	$ -
					Total Due Current Contractor Application for Payment	=	$ -

Hourly Services Plus Expenses and Reimbursables

Title	Hours	X		Rate/Hour	=	Total
Principal/Architect	0	X	$	200.00	=	$ -
Project Manager	0	X	$	180.00	=	$ -
Construction Administrator	0	X	$	180.00	=	$ -
Senior Drafting	0	X	$	165.00	=	$ -
Drafting	0	X	$	115.00	=	$ -
Clerical	0	X	$	90.00	=	$ -
Consultants	See attached copies of consultant invoices					$ -
Reimbursable Expenses	See attached for detail.					$ -
					Total Due Hourly Services Plus Expenses and Reimburables	$ -

Total Amount Due this Invoice $ 3,200.00

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Jennifer Shows, Grants Coordinator**

cc: **Kermas Eaton, City Clerk**

Date: **Tuesday, February 22, 2022**

Re: **Approve and Authorize publication of a Request for Proposals for Needs Assessment and Gap Analysis to be used in the development of the HOME-ARP Allocation Plan.**
File Number: 2022-93
Minute Book #

Summary
Approve and Authorize publication of a Request for Proposals for Needs Assessment and Gap Analysis to be used in the development of the HOME-ARP Allocation Plan

Recommendation Statement
I recommend placing this item on the upcoming council agenda.

Please place this on the February 22, 2022 City Council meeting for consideration.

REQUEST FOR PROPOSALS
FOR PROFESSIONAL CONSULTANT SERVICES

The City of Hattiesburg is requesting proposals from qualified and professional individuals or consulting firms to work with the Community Development Division in conducting a needs assessment and gaps analysis in support of the HOME-ARP (American Rescue Plan) Program. All services will be provided in accordance with applicable state and federal program rules and regulations under the HOME-ARP Program.

Three proposals should be sealed and properly labeled as set forth in the information packages and may be hand delivered or mailed to the City Clerk's Office, City of Hattiesburg, 200 Forrest Street, P. O. Box 1898, Hattiesburg, MS 39403 and received at the City Hall Clerks Office no later than March 24, 2022, by 10:00 a.m. after which time they will be opened and publicly announced. The Selection Review Committee will then review each proposal and select a qualified firm or individual.

All Proposals should be clearly identified as follows:

NAME OF FIRM OR INDIVIDUAL
PROPOSALS FOR PROFESSIONAL CONSULTANT SERVICES
HOMELESS NEEDS ASSESSMENT AND GAP ANALYSIS

The City has been allocated HOME-ARP funding by the U. S. Department of Housing and Urban Development. The use of funds is specific to address the need for homelessness assistance and supportive services for the qualifying populations:

- Homeless and at risk of homelessness, as defined at 24CFR 91.5;
- Fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking, as defined at 24CFR 5.2003 and 22 U.S.C. 7102;
- Other populations under Section 212(a) of NAHA (42 U.S.C. 12742(a)

The City is seeking firms to assist the City and its agents in conducting a Needs Assessment and Gap Analysis to be used in the development of the HOME-ARP Allocation Plan, which shall be prepared in accordance with HUD requirements.

Firms or individuals proposing to perform consultative services should submit a list of their qualifications, experience, and capacity for performance. Preparation of the Needs Assessment and Gap Analysis and HOME-ARP Allocation Plan will include the following tasks:

- Develop an outreach strategy and lead consultation with agencies and providers serving Hattiesburg, including, at a minimum, the Continuum of Care (CoC), homeless and domestic violence service providers, veterans' groups, public housing agencies (PHAs), public agencies that address the needs of the qualifying populations, and public or private organizations that address fair housing, civil rights, and the needs of persons with disabilities. Provide a summary of the consultation process, list of organizations consulted, and a summary of feedback received from these entities
- Evaluate and describe the size and demographic composition of qualifying populations within the city limits
- Describe the unmet housing and service needs of qualifying populations, including but not limited to:
    - Sheltered and unsheltered homeless populations;
    - Those currently housed populations at risk of homelessness;
    - Other families requiring services or housing assistance or to prevent homelessness; and,
    - Those at greatest risk of housing instability or in unstable housing situations

- Identify and consider the current resources available to assist qualifying populations; including congregate and non-congregate shelter units, supportive services, TBRA (Tenant Based Rental Assistance), and affordable and permanent supportive rental housing
- Identify the characteristics of housing associated with instability and an increased risk of homelessness
- Identify priority needs for qualifying populations
- Explain how the level of need and gaps in its shelter and housing inventory and service delivery systems based on the data presented were determined
- Develop the HOME-ARP Allocation Plan. It is expected that the consultant will work with City staff and the CoC to create the City's HOME-ARP Allocation Plan based on the findings of the Needs Assessment and Gap Analysis. The document will provide the framework for the distribution of HOME-ARP funds by the City of Hattiesburg.

The most recently available data should be used, including point in time count, housing inventory count, or other data available through the CoC, and consultations with service providers to quantify the individuals and families in the qualifying populations.

Contract Type

The City of Hattiesburg desires to enter into a contract with the selected firm or individual on a lump sum basis with a mutually agreeable predetermined maximum upset price.

Proposal Content and Evaluation Criteria

In order for your proposal to be properly evaluated, you must submit a Statement of qualifications, Experience, Capacity, and Price in sufficient detail to be evaluated. The proposal must include the following parts:

1. Qualifications – Information reflecting qualifications of persons to be assigned to provide services. 20

2. Experience – Information regarding the experience of the firm, particularly in connection with the completion of Needs Assessment and Gap Analysis. The information submitted should, at a minimum, include a listing of the Needs Assessments and Gap Analysis prepared by the Consultant and the name of the client for which Plans were prepared. 20

3. Plan of Approach - Provide a detailed Plan of Approach that explains the schedule for the project, including project stages and milestones. Identify how your firm intends to comply with and meet the anticipated deliverables, as detailed within this solicitation. Details should include how your firm expects to handle any regulations or requirements imposed by HUD HOME-ARP, the funding source. 30

4. Capacity for Performance (Work Force) – Identify number and title of staff available to provide services. 15

5. Cost – Provide a lump sum cost of the work to be performed. 15

TOTAL POINTS 100

The City of Hattiesburg reserves the right to reject any and all proposals and to waive any irregularities or informalities in the proposal process. The City of Hattiesburg is an equal opportunity employer. MBE and WBE firms/individuals are encouraged to submit a proposal.

All questions related to this Legal Ad shall be submitted in writing and directed to:

Petra Wingo, Community Development Division Manager
Urban Development Department
City of Hattiesburg
P. O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1006

Helpful links: HOME-ARP Regulatory Guidance:
CPD-21-10: https://www.hud.gov/sites/dfiles/OCHCO/documents/2021-10cpdn.pdf

HOME-ARP Allocation Plan Template:
https://www.hudexchange.info/resource/6498/homearp-allocation-plan-template/

CITY OF HATTIESBURG, MISSISSIPPI

(SEAL)

BY: _____
CITY CLERK

Toby Barker, Mayor

PUBLISH Twice in the Legal Section: Thursday, February 24, 2022 and Thursday, March 3, 2022

.

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From:

cc:

Date: **Tuesday, February 22, 2022**

Re: **Approve Specifications and authorize publication of one (1) New Bucket Truck/ Rear Mounted Aerial Unit for the Urban Forestry Division,Parks & Recreation Department.**
File Number: 2022-118
Minute Book #

Summary

Recommendation Statement

Please place this on the February 22, 2022 City Council meeting for consideration.

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive bids in the following manner:

Proposals will be accepted until 10:00a.m. On Thursday, March 17, 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 March 24, 2022, at 10:30a.m.

ONE (1) NEW OR NEWER BUCKET TRUCK/REAR MOUNTED AERIAL UNIT FOR THE URBAN FORESTRY DIVISION, PARKS & RECREATION DEPARTMENT, CITY OF HATTIESBURG .

The above shall bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

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 22nd day of February 2022.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton/s/
CITY CLERK

Publish 2-24-22 &3-3-22

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, March 17, 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.

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PUBLISHED by Order of the Council on this, the 22nd day of February 2022.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton/s/
CITY CLERK

Publish 2-24-22 &3-3-22

MINIMUM SPECIFICATIONS OF ONE (1) NEW 2022 or NEWER BUCKET TRUCK/REAR MOUNTED AERIAL UNIT FOR THE URBAN FORESTRY DIVISION, PARKS & RECREATION DEPARTMENT, CITY OF HATTIESBURG

Unit to be delivered to 3401 West 7th Street, Hattiesburg, Mississippi.
Unit to be received by June 30th, 2022

Aerial Device specifications:

- Rear mounted, articulating Over-center Aerial Device with 10-foot vertical elevator, with insulated lower boom and insulated upper boom
- 75 ft minimum Working Height and 50ft side reach
- Rotation: 360 continuous rotation
- Platform - single, fiberglass, one-man side mounted, 350 lb. rating, with liner and cover
- Pistol grip handle controller at bucket
- Hydraulic tool circuit at platform with quick disconnect couplings
- Individual lever lower controls
- Outriggers – A-Frame with outrigger/unit controls
- Outrigger motion alarm
- Maximum travel height 12'7"
- Full body harness with attached lanyard
- Manuals: Two (2) Operator's and two (2) Maintenance/Parts manuals
- Paint - White

Body specifications:

- Flatbed, tow package with pintle hook
- Tool box – Pass thru box assembly mounted behind cab with street side and curb side tool compartments
- Cantilever cab guard with step access and handle
- LED lighting package with wiring harness

Chassis specifications:

- Regular cab, 4x2
- Engine – Cummins Diesel, 250 horsepower / 600 pounds of torque
- Transmission - Heavy duty automatic 2500 RDS with PTO provision
- Axles-Front – I-beam, 12,000 lb capacity
- Axle-Rear - Single Reduction, 21,000-lb Capacity

- Brake system - Dual air brake system, including air compressor and all components
- Tires, Front - 11R 22.5 – 14 ply
- Tires, Rear –11R 22.5 – 14 ply
- Battery system - 12 volt with 2 maintenance free batteries
- Fuel tank - 50-gallon capacity
- Truck cab - conventional with air conditioning, heater and defroster
- PTO controls - mounted and installed
- Gauge cluster - containing speedometer, oil pressure, water temperature, fuel gauge and voltmeter
- Seats - vinyl with floor mats
- Tow Hooks – Two front, frame mounted
- Seat belts - 3-point, lap and shoulder belt type
- Back-up alarm
- DOT required lighting
- DOT mud flaps mounted at rear axle
- AM-FM Radio
- Trailer Connection Socket; Mounted at rear of Frame, Wired for Turn Signals Combined with Stop, Compatible with Trailers that use Combined Stop, Tail, Turn Lamps
- Paint – White

Body and Chassis Accessories:

- Wheel Chocks (Rubber)
- Exhaust heat shields for hydraulic hoses
- Triangular Reflector Kit
- Amber Strobe Lights with brush guards
- Fire Extinguisher with bracket
- English Safety and Instructional Decals
- Dielectric test unit according to ANSI requirements
- Stability test unit according to ANSI requirements
- DOT Certification

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From:

cc:

Date: **Tuesday, February 22, 2022**

Re: **Approve Specifications and Authorize publication of advertisement for the lease of Fifteen (15) Sports Utility Vehicles with a Police Pursuit Package for the Hattiesburg Police Department.**
File Number: 2022-119
Minute Book #

Summary

Recommendation Statement

Please place this on the February 22, 2022 City Council meeting for consideration.

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive bids in the following manner:

Proposals will be accepted until 10:00 a.m. On Thursday, March 17, 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. A bid form is provided. The bid form should be filled out and uploaded by the date and time stated above.

Specifications and procedures can be downloaded from Central Bidding at www.centralbidding.com. All bids must comply with the specifications provided. The City of Hattiesburg reserves the right to amend the specifications, as necessary.

Submissions will be evaluated and vendors submitting acceptable offers will be invited to submit priced bids via reverse auction. Electronic bids and/or reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic process, please call Central Bidding at (225) 810-4814.

Qualified bidders will be invited to participate in a reverse auction, which will take place on March 24th, 2022, at 10:00 a.m.

Lease Fifteen (15) Sports Utility Vehicles with Police Pursuit package for the Hattiesburg Police Department.

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 22nd day of February 2022.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton/s/
CITY CLERK

Hattiesburg Police Department

Specifications:

Ten (10) Sports Utility Vehicles (white in color) Police Pursuit with lights and stripping including driver side LED spotlight.

The following represents specifications for Ten (10) sports utility vehicles marked):

Driver side spot light (left side only)

Cloth Front w/ Rear Vinyl Seats

All vehicles shall have an automatic transmission.

All vehicles shall be equipped with an AM/FM Radio with Bluetooth capability and at least one cellular phone charging port.

Hands Free Capability

Full size spare

Heavy Duty TPE Vinyl Floor Covering

A minimum of two key sets is required per vehicle.

Air Conditioning is required on all vehicles.

Exterior color white.

To the extent possible, all vehicles must be the best in class for fuel efficiency.

Vehicles shall be delivered to the Hattiesburg Police Department with the required equipment and logos agreed upon during the vehicle order process.

Five (5) black and /or gray Sports Utility Vehicles with lights included and no spotlight.

The following represents specifications for five (5) sports utility vehicles unmarked):

Power Windows, Locks

Air Conditioning

Tilt/Cruise

Automatic Transmission

Hands Free Capability

Full Size Spare

Front License Plate Bracket

Radio AM/FM INC

No Spotlight

Trailer Tow Group

Skid Plate Group

Full Length Floor Console

18X8.0 Painted Aluminum Wheels

Deactivate Rear Doors/Windows

Floor Carpet

Cloth Front w/ w cloth rear

A minimum of two vehicle key sets is required per vehicle.

The following represents specifications for vehicle lease:

• All vehicles provided under this bid should be new from the factory.

• Lease agreement based on a 48 to 60-month term with no mileage restrictions or wear and tear charges.

• Contractor must supply End of Term Balance at the end of term.

• All other applicable fees and charges must be listed.

• Maintenance as specified in “Scope of Maintenance” for the full term of the lease.

• The manufacturer's warranty shall be bumper to bumper for a minimum of three years or 36,000 miles, or the manufacturer's warranty, whichever is longer.

• The contractor shall establish and maintain an appropriate organizational structure to enable local management of this contract with on-site representation when necessary.

• Registration and title fees shall be paid by the company providing the lease. The City of Hattiesburg will obtain state agency license plates following delivery and acceptance of each vehicle.

• Vehicle replacements will be decided on a “case by case” basis according to the current needs of the Hattiesburg Police Department.

• Aftermarket equipment installations must not void any manufacture warranty.

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Chris McGee, Director of Parks and Recreation**

cc:

Date: **Tuesday, February 22, 2022**

Re: **Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.**
File Number: 2022-87
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 February 22, 2022 City Council meeting for consideration.

To: CITY COUNCIL

From: Deborah Bourne, Division Manager of Cemeteries

Date: January 31, 2022

Tessiam Naylor

(2) Spaces $ 350.00

Northwest Quarter (NW ¼)

Lot 116, Section 38, Highland Cemetery

Carl Amones

(1) Space $ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 87, Section 34, Highland Cemetery

Bessie Washington

(2) Spaces $ 350.00

Southeast Quarter (SE ¼)

Lot 35, Section 39, Highland Cemetery

Terry Lee Davis

(1) Space $ 175.00

South Half (S ½) of the Southeast Quarter (SE ¼)

Lot 101, Section 38, Highland Cemetery

Patricia Griffin

(2) Spaces $ 350.00

Northeast Quarter (NE ¼)

Lot 35, Section 39, Highland Cemetery

Alicia McGilvery

(1) Space $ 150.00

South Half (S ½) of the Southwest Quarter 9SW ¼)

Lot 70, Section 2, South Hill Cemetery

Alicia McGilvery

(1) Space $ 150.00

North Half (N ½) of the Northeast Quarter (NE ¼)

Lot 70, Section 2, South Hill Cemetery

James Thomas Mayfield

(1) Space $ 175.00

North Half (N ½) of the Northeast Quarter (NE ¼)

Lot 87, Section 38, Highland Cemetery

Deidre Evans Boykins

(2) Spaces $ 350.00

Northeast Quarter (NE ¼)

Lot 32, Section 36, Highland Cemetery

Pastor Mary Bradford

(2) Spaces $ 350.00

Northwest Quarter (NW ¼)

Lot 122, Section 38, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Division Manager of Cemeteries

Date: February 04, 2022

Alvin Bonner

(1) Space $ 150.00

West Half (W ½) of the Southwest Quarter (SW ¼)

Lot 59, Section 1, South Hill Cemetery

Mary A. Lindsey

(1) Space $ 150.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 51, Section 2, South Hill Cemetery

Elisabeth Witte

(1) Space $ 175.00

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 39, Section 35, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Division Manager of Cemeteries

Date: February 07, 2022

Terrrell Jerry Burrell

(1) Space $ 150.00

West Half (W ½) of the Southwest Quarter (SW ¼)

Lot 70, Section 1, South Hill Cemetery

Lakisha Howard

(1) Space $ 175.00

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 85, Section 34, Highland Cemetery

Quentin Evans

(1) Space $ 175.00

South Half (S ½) of the Southeast Quarter (SE ¼)

Lot 26, Section 36, Highland Cemetery

Elizabeth Mays

(1) Space $ 175.00

South Half (S ½) of the Southeast Quarter (SE ¼)

Lot 40, Section 34, Highland Cemetery

Tommy James Fay

(1) Space $ 175.00

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot 98, Section 38, Highland Cemetery

Fredrick Coleman

(1) Space $ 45.00

Baby space # 61

Lot 2, Section 3, Highland Cemetery

Florence L. Scott

(1) Space $ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 53, Section 35, Highland Cemetery

Bonnie J. Coleman

(1) Space $ 150.00

West Half (W ½) of the Northeast Quarter (NE ¼)

Lot 148, Section 1, South Hill Cemetery

Janet Ruth Steele-Chisolm

(1) Space $ 150.00

West Half (W ½) of the Southeast Quarter (SE ¼)

Lot 69, Section 1, South Hill Cemetery

Jerry Roy Burrell

(1) Space $ 150.00

East Half (E ½) of the Southeast Quarter SE ¼)

Lot 69, Section 1, Highland Cemetery

Henry L. Moore, Sr.

(1) Space $ 175.00

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot 39, Section 36, Highland Cemetery

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 01/27/ 2022

SOLD TO:

Mr., Mrs. Miss Alicia McGilvery

ADDRESS 362 Glenhaven Circle, Hattiesburg MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ SW ¼ Lot No. 70 Section No. 2 in South Hill Cemetery

Number of grave spaces 1 Price per grave space $ 150.00

Price Received $ 150.00

Debit Card

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Burnie

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 01/27/ 2022

SOLD TO:

Mr., Mrs. Miss Alicia McGilvery

ADDRESS 362 Glenhaven Circle, Hattiesburg MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N ½ NE ¼ Lot No. 70 Section No. 2 in South Hill Cemetery

Number of grave spaces 1 Price per grave space $ 150.00

Price Received $ 150.00

Debit Card

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Burnie

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 1-31- 2022

SOLD TO:

Mr., Mrs. Miss JAMES THOMAS MAYFIELD

ADDRESS 112 DEARBORNE ST. HATTIESBURG 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N ½ NE ¼ Lot No. 87 Section No. 38 in HIGHLAND Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

PAID CREDIT

CITY OF HATTIESBURG, MISSISSIPPI

By

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 1-25 2022

SOLD TO:

Mr., Mrs. Miss TESSIAM NAYLOR

ADDRESS 305 S. 34th AVE HATTIESBURG MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

____ ½ NW ¼ Lot No. 116 Section No. 38 in HIGHLAND Cemetery

Number of grave spaces 2 Price per grave space $ 175.00

Price Received $ 350.00

ck# 5224

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 01/27/ 2022

SOLD TO:

Mr., Mrs. Miss Bessie Washington

ADDRESS 28 Brantley DR. Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

____ ½ SE ¼ Lot No. 35 Section No. 39 in Highland Cemetery

Number of grave spaces 2 Price per grave space $ 175.00

Price Received $ 350.00

ck# 1257

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 01/27/ 2022

SOLD TO:

Mr., Mrs. Miss Patricia Griffin

ADDRESS 223 Dossett Ave, Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

____ ½ NE ¼ Lot No. 35 Section No. 39 in Highland Cemetery

Number of grave spaces 2 Price per grave space $ 175.00

Price Received $ 350.00

ck# 2220

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 1-28 20 22

SOLD TO:

Mr. Mrs. Miss Terry Lee Davis

ADDRESS 1207 W. Pine, Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ SE ¼ Lot No. 101 Section No. 38 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

CK # 6313

CITY OF HATTIESBURG, MISSISSIPPI

By Andy Parker

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 1-28 20 22

SOLD TO:

Mr.. Mrs. Miss CARL AMONES

ADDRESS 1207 W. PINE ST. HATTIESBURG, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N ½ NW ¼ Lot No. 87 Section No. 34 in HIGHLAND Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By Andy Parker

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 02/01/2022

SOLD TO:

Mr.. Mrs. Miss Deidre Evans Boykins

ADDRESS 824 Kohl DR, McDonough, GA. 30253

desires to purchase the grave space described below, subject to Cemetery regulations.

___ ½ NE ¼ Lot No. 32 Section No. 36 in Highland Cemetery

Number of grave spaces 2 Price per grave space $ 175.00

Price Received $ 350.00

Debit card

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 2-1- 2022

SOLD TO: PASTOR

Mr.. Mrs. Miss MARY GRADFORD

ADDRESS 1101 RUSHING AVE. HATTIESBURG MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

___ ½ NW ¼ Lot No. 122 Section No. 38 in HIGHLAND Cemetery

Number of grave spaces 2 Price per grave space $ 175.00

Price Received $ 350.00

PAID CREDIT

CITY OF HATTIESBURG, MISSISSIPPI

By Andy Yarbo

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss. 02-04 2022

SOLD TO:

Mr.. Mrs. Miss Alvin Bonner

ADDRESS 5207 Creek Glen Way Apex, NC 27502

desires to purchase the grave space described below, subject to Cemetery regulations.

W ½ SW ¼ Lot No. 59 Section No. 1 in South Hill Cemetery

Number of grave spaces 1 Price per grave space $ 150.00

Price Received $ 150.00

CC

CITY OF HATTIESBURG, MISSISSIPPI

By _____
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 2-1-2022

SOLD TO:

Mr.. Mrs. Miss MARY A. LINDSEY

ADDRESS 203 RALSTON RD. HATTIESBURG, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ NW ¼ Lot No. 51 Section No. 2 in SOUTH HILL Cemetery

Number of grave spaces 1 Price per grave space $ 150.00

Price Received $ 150.00 CASH

CITY OF HATTIESBURG, MISSISSIPPI

By Andy Parker
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 2-1-2022

SOLD TO:

Mr.. Mrs. Miss ELISABETH WITTE

ADDRESS 106 PIPS POINT RD, HATTIESBURG MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ NE ¼ Lot No. 39 Section No. 35 in HIGHLAND Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

PAID CASH

CITY OF HATTIESBURG, MISSISSIPPI

By Andy Parker

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 02/03/ 2022

SOLD TO:

Mr.. Mrs. Miss Quentin Evans

ADDRESS 20 Evans Lane. Hattiesburg, MS. 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ SE ¼ Lot No. 26 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

ck #5237 (Forrest)

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 02/09/ 2022

SOLD TO:

Mr.. Mrs. Miss Henry L. Moore, SR.

ADDRESS 118 Red Moore St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N ½ SW ¼ Lot No. 39 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 Deborah Bourne

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 02/03/ 2022

SOLD TO:

Mr.. Mrs. Miss Fredrick Coleman

ADDRESS 127 Saucier DR, Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

Infant Space #61
____ ½ ____ ¼ Lot No. 2 Section No. 3 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 45.00

Price Received $ 45.00

CASH

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bivins
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 2-7- 2022

SOLD TO:

Mr.. Mrs. Miss TOMMY JAMES FAY

ADDRESS 38 JENNINS RD, HATTIESBURG MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N ½ SW ¼ Lot No. 98 Section No. 38 in HIGHLAND Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

PAID CASH

CITY OF HATTIESBURG, MISSISSIPPI

By Cindy Parker
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 02-04- 2022

SOLD TO:

Mr.. Mrs. Miss Lakisha Howard

ADDRESS 200 Foxgate Ave. Apt. 15-H Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ SW ¼ Lot No. 85 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

cr #9754

CITY OF HATTIESBURG, MISSISSIPPI

By

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 02/08/ 2022

SOLD TO:

Mr.. Mrs. Miss Bonnie J. Coleman

ADDRESS 200 Hall Ave, Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

W ½ NE ¼ Lot No. 148 Section No. 1 in South Hill Cemetery

Number of grave spaces 1 Price per grave space $ 150.00

Price Received $ 150.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 02/07/ 2022

SOLD TO:

Mr.. Mrs. Miss Elizabeth Mays

ADDRESS 100 Banktson arms DR. Apt C-1, Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ SE ¼ Lot No. 40 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

CASH

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 02-07- 2022

SOLD TO:

Mr.. Mrs. Miss Florence L. Scott

ADDRESS 2 Fellers Crossing Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ NW ¼ Lot No. 53 Section No. 35 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 02/09/ 2022

SOLD TO:

Mr.. Mrs. Miss Terrell Jerry Burrell

ADDRESS 908 Brook Valley Lane, Dallas, TX 75232

desires to purchase the grave space described below, subject to Cemetery regulations.

W ½ SW ¼ Lot No. 70 Section No. 1 in South Hill Cemetery

Number of grave spaces 1 Price per grave space $ 150.00

Price Received $ 150.00

Debit card

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Burrine

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 02/09/ 2022

SOLD TO:

Mr.. Mrs. Miss JERRY Roy Burrell

ADDRESS 908 Brookvalley Lane, Dallas, TX 75232

desires to purchase the grave space described below, subject to Cemetery regulations.

E ½ SE ¼ Lot No. 69 Section No. 1 in South Hill Cemetery

Number of grave spaces 1 Price per grave space $ 150.00

Price Received $ 150.00

Debit card

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Burrine

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 02/09/ 2022

SOLD TO:

Mr.. Mrs. Miss Janet Ruth Steele Chisolm

ADDRESS 317 Washington ~~Ave~~ Ave Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

W ½ SE ¼ Lot No. 69 Section No. 1 in South Hill Cemetery

Number of grave spaces 1 Price per grave space $ 150.00

Price Received $ 150.00

Purchased By: Debit

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Burrine

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 Alicia McGilvery , subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northeast Quarter (NE¼)

Lot Number: 70 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 22nd day of February, 2022.

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 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 22nd day of February, 2022.

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 Alicia McGilvery , 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 Number: 70 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 22nd day of February, 2022.

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 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 22nd day of February, 2022.

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 James Thomas Mayfield , 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 87 Section 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22nd day of February, 2022.

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 22nd day of February, 2022.

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, Tessiam 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:

Northwest Quarter (NW¼)

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 22nd day February, 2022.

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 22nd day of February, 2022

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 Carl Amones , 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 87 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 22nd day of February, 2022.

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 22nd day of February, 2022.

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, Bessie Washington, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE¼)

Lot Number 35 Section Number 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22nd day February, 2022.

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 22nd day of February, 2022

My Commission Expires:

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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 Terry Lee Davis , 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 101 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 22nd day of February, 2022.

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 22nd day of February, 2022.

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, Patricia Griffin, 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 35 Section Number 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22nd day February, 2022.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

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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 22nd day of February, 2022

My Commission Expires:

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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, Deidre Evans Boykins, 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 32 Section Number 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22nd day February, 2022.

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 22nd day of February, 2022

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, Pastor Mary Bradford, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW¼)

Lot Number 122 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 22nd day February, 2022.

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 22nd day of February, 2022

My Commission Expires:

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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 Elisabeth Witte , 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 39 Section 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22nd day of February, 2022.

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 22nd day of February, 2022.

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 Mary A. Lindsey , 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 Number: 51 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 22nd day of February, 2022.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK
(SEAL)

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 22nd day of February, 2022.

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 Alvin Bonner , subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W½) of the Southwest Quarter (SW¼)

Lot Number: 59 Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22nd day of February, 2022.

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 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 22nd day of February, 2022.

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 Terrell Jerry Burrell , subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W½) of the Southwest Quarter (SW¼)

Lot Number: 70 Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22nd day of February, 2022.

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 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 22nd day of February, 2022.

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 Lakisha Howard , 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 85 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 22nd day of February, 2022.

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 22nd day of February, 2022.

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 Quentin Evans , 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 26 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 22nd day of February, 2022.

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 22nd day of February, 2022.

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 Elizabeth Mays , 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 40 Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22nd day of February, 2022.

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 22nd day of February, 2022.

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 Tommy James Fay , 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 98 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 22nd day of February, 2022.

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 22nd day of February, 2022.

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 Florence L. Scott , 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 53 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 22nd day of February, 2022.

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 22nd day of February, 2022.

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 FORTY-FIVE AND NO/100 Dollars ($45.00), 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 Fredrick Coleman subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Baby Space #61

Lot Number: 2 Section Number: 3
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 22nd day of February, 2022.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY 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 22nd day of February, 2022

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 Bonnier J. Coleman , subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W½) of the Northeast Quarter (NE¼)

Lot Number: 148 Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22nd day of February, 2022.

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 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 22nd day of February, 2022.

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 Janet Ruth Steele-Chisolm , subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W½) of the Southeast Quarter (SE¼)

Lot Number: 69 Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22nd day of February, 2022.

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 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 22nd day of February, 2022.

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 Jerry Roy Burrell , subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E½) of the Southeast Quarter (SE¼)

Lot Number: 69 Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22nd day of February, 2022.

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 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 22nd day of February, 2022.

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 Henry L. Moore, Sr. , subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southwest Quarter (SW¼)

Lot 39 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 22nd day of February, 2022.

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 22nd day of February, 2022.

My Commission Expires:

_____

_____
NOTARY PUBLIC

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From:

cc:

Date: **Tuesday, February 22, 2022**

Re: **Approve claims docket for the period ending February 18, 2022.**
File Number: 2022-116
Minute Book #

Summary

Recommendation Statement

Please place this on the February 22, 2022 City Council meeting for consideration.

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001000			BALANCE SHEET							
001000	0520EM			D/F EMER.MGMT.DISTRICT						
002158	AT&T	M81 83270010594 1/22	0	2022 5	INV	P	2,994.32	021822	288947	1/22 PHONE SERVICE
				ACCOUNT TOTAL			2,994.32			
001000	0520LB			D/F LIBRARY						
002158	AT&T	M81 83270010594 1/22	0	2022 5	INV	P	237.06	021822	288947	1/22 PHONE SERVICE
				ACCOUNT TOTAL			237.06			
001000	060100			GAS/LUBRICANT-CITY BARN						
003308	KEITHCO PETROLEUM	130257	226637	2022 5	INV	P	13,388.08	021822	289104	GAS FOR FUEL STATIO
003308	KEITHCO PETROLEUM	941529B	0	2022 5	INV	P	487.48	021822	289104	ADDED-FED EXCISE TA
003308	KEITHCO PETROLEUM	94595	226520	2022 5	INV	P	10,761.10	021822	289104	DIESEL FOR FUEL STA
003308	KEITHCO PETROLEUM	947382	226436	2022 5	INV	P	18,687.17	021822	289104	GAS AND DIESEL FOR
							43,323.83			
003497	MAPLES GAS COMPANY	219390	226070	2022 5	INV	P	14,192.20	021822	289127	GAS FOR FUEL STATIO
003497	MAPLES GAS COMPANY	221772	226521	2022 5	INV	P	14,630.84	021822	289127	GAS FOR FUEL STATIO
							28,823.04			
003918	PINE BELT OIL COMPAN	10730929	226337	2022 5	INV	P	22,371.87	021822	289179	GAS AND DIESEL FOR
				ACCOUNT TOTAL			94,518.74			
001000	122000			DAMAGE DEPOSITS						
048550	PROF ARBORIST ASSN O	DEPREF-ARBORIST ASSN	0	2022 5	INV	P	300.00	021822	289191	DEPOSIT REFUND
				ACCOUNT TOTAL			300.00			
				ORG 001000 TOTAL			98,050.12			
001001			REVENUES							
001001	222500			GAS & PLUMBING						
048504	PETE'S REPAIR SERVIC	REF GAS 11-21-016520	0	2022 5	INV	P	50.00	021822	289173	REFUND PERMIT 823 H
				ACCOUNT TOTAL			50.00			
001001	332000			POLICE FINES						
004271	SOUTHERN FINANCIAL S	CMCHAT 1/19-1/31/22	0	2022 5	INV	P	86.50	021822	289232	POLICE FINES COLLEC
004271	SOUTHERN FINANCIAL S	CMCHAT 11/30-1/18/22	0	2022 5	INV	P	72.80	021822	289232	POLICE FINES COLLEC
004271	SOUTHERN FINANCIAL S	CMCHAT2 1/19-1/31/22	0	2022 5	INV	P	5.00	021822	289232	POLICE FINES COLLEC
004271	SOUTHERN FINANCIAL S	CMCHAT2 11/17-12/16	0	2022 5	INV	P	30.12	021822	289232	POLICE FINES COLLEC
004271	SOUTHERN FINANCIAL S	CMCHAT2 12/17-12/30	0	2022 5	INV	P	14.00	021822	289232	POLICE FINES COLLEC
004271	SOUTHERN FINANCIAL S	CMCHAT2 12/31-1/18	0	2022 5	INV	P	26.45	021822	289232	POLICE FINES COLLEC
004271	SOUTHERN FINANCIAL S	CMCHAT3 1/19-1/31/22	0	2022 5	INV	P	354.50	021822	289232	POLICE FINE COLLECT
004271	SOUTHERN FINANCIAL S	CMCHAT3 11/30-12/16	0	2022 5	INV	P	1,357.19	021822	289232	POLICE FINES COLLEC
004271	SOUTHERN FINANCIAL S	CMCHAT3 12/17-12/30	0	2022 5	INV	P	473.41	021822	289233	POLICE FINES COLLEC
004271	SOUTHERN FINANCIAL S	CMCHAT3 12/31-1/18	0	2022 5	INV	P	727.65	021822	289232	POLICE FINES COLLEC

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
							3,147.62			
					ACCOUNT TOTAL		3,147.62			
					ORG 001001 TOTAL		3,197.62			
001003			CITY COUNCIL							
001003	606000				TELEPHONE AND TELEGRAPH					
002160	AT&T MOBILITY	287273578351X0208202	0	2022	5 INV	P	291.78	021822	288952	MB2016-287/WIRELESS
					ACCOUNT TOTAL		291.78			
001003	611005				TRAVEL EXP-WARD 5					
004017	REGIONS CARDHOLDER S	1708 - 01-31-2022	0	2022	5 INV	P	232.00	021822	289196	1708 - 01-31-2022 C
					ACCOUNT TOTAL		232.00			
001003	684502				REG FEE/TUITION-WARD 2					
004017	REGIONS CARDHOLDER S	1286 - 01-31-2022	0	2022	5 INV	P	250.00	021822	289196	1286 - 01-31-2022 C
					ACCOUNT TOTAL		250.00			
					ORG 001003 TOTAL		773.78			
001015			CITY COURT							
001015	604800				OTHER PROF.-VICTIM'S ADV.GRANT					
003917	PINE BELT MENTAL HEA	2021-12	0	2022	5 INV	P	7,506.58	021822	289178	GR#1H79TI081923-01
					ACCOUNT TOTAL		7,506.58			
001015	604900				OTHER PROFESSIONAL SERV.					
002564	COURT PROGRAMS INC	89	0	2022	5 INV	P	3,920.00	021822	289009	MB# 2011-1-82-83 CO
					ACCOUNT TOTAL		3,920.00			
001015	604901				OTHER PROF-TECHNOLOGY					
004050	RICOH CORP	35780771	0	2022	5 INV	P	287.51	021822	289201	RICOH MONTHLY COPIE
004050	RICOH CORP	35866715	0	2022	5 INV	P	14.38	021822	289202	MB# 2018-183-184 CO
004050	RICOH CORP	35866716	0	2022	5 INV	P	11.65	021822	289202	MB# 2018-183-184 CO
004050	RICOH CORP	35899510	0	2022	5 INV	P	287.51	021822	289201	MB# 2018-183-184 CO
							601.05			
004482	TYLER TECHNOLGIES IN	025-362096	0	2022	5 INV	P	10,580.79	021822	289264	MB# 2020-29 COURT T
					ACCOUNT TOTAL		11,181.84			
001015	606000				TELEPHONE AND TELEGRAPH					
002160	AT&T MOBILITY	287273578351X0208202	0	2022	5 INV	P	469.32	021822	288952	MB2016-287/WIRELESS
					ACCOUNT TOTAL		469.32			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001015	611800						TRVL-HHS SAMHSA GRANT			
004575	WALMART STORES INC	359516571	225910	2022 5	INV	P	990.00	021822	289277	GIFT CARDS FOR BH/D
							ACCOUNT TOTAL 990.00			
001015	620000						PRINTING			
004050	RICOH CORP	5061924233	0	2022 5	INV	P	144.10	021822	289201	RICOH PRINTING OVER
004050	RICOH CORP	5063126270	0	2022 5	INV	P	95.14	021822	289201	RICOH PRINTING OVER
004050	RICOH CORP	5063772382	0	2022 5	INV	P	115.26	021822	289201	RICOH PRINTING OVER
							354.50			
							ACCOUNT TOTAL 354.50			
001015	630000						GAS			
004321	SPIRE	G2022-02/03	0	2022 5	INV	P	597.85	021822	289247	SPIRE-VARIOUS DEPAR
							ACCOUNT TOTAL 597.85			
001015	630500						ELECTRICITY			
003700	MS POWER COMPANY	E2022 1/21/22	0	2022 5	INV	P	1,017.76	021822	289148	MISSISSIPPI POWER V
							ACCOUNT TOTAL 1,017.76			
001015	635000						BUILDING R&M			
002136	ANOINTED HANDS SERVI	7132	0	2022 5	INV	P	684.43	021822	288940	MB# 2020-95 COURT M
							ACCOUNT TOTAL 684.43			
							ORG 001015 TOTAL 26,722.28			
001020			MAYOR/ADMIN.							
001020	600100						PROF SERVICES - COVID 19			
004205	SIGNS FIRST	H77803	223574	2022 5	INV	P	625.00	021822	289226	ADMIN - COVID SHOT
004205	SIGNS FIRST	H78079	0	2022 5	INV	P	312.50	021822	289226	REORDER TRUST YOUR
							937.50			
							ACCOUNT TOTAL 937.50			
001020	606000						TELEPHONE AND TELEGRAPH			
002160	AT&T MOBILITY	287273578351X0208202	0	2022 5	INV	P	171.77	021822	288952	MB2016-287/WIRELESS
002160	AT&T MOBILITY	287289913717X0205202	0	2022 5	INV	P	98.94	021822	288949	MB2016-287/WIRELESS
							270.71			
							ACCOUNT TOTAL 270.71			
001020	611000						TRAVEL EXPENSE			
004017	REGIONS CARDHOLDER S	4524 - 01-31-2022	0	2022 5	INV	P	802.55	021822	289196	4524 - 01-31-2022 C
004017	REGIONS CARDHOLDER S	9492 - 01-31-2022	0	2022 5	INV	P	-186.63	021822	289196	9492 - 01-31-2022 C

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
							615.92			
					ACCOUNT TOTAL		615.92			
001020	615000				ADVERTISING					
004017	REGIONS CARDHOLDER S	1708 - 01-31-2022	0	2022 5	INV	P	1,359.48	021822	289196	1708 - 01-31-2022 C
004017	REGIONS CARDHOLDER S	4524 - 01-31-2022	0	2022 5	INV	P	132.87	021822	289196	4524 - 01-31-2022 C
							1,492.35			
					ACCOUNT TOTAL		1,492.35			
001020	615800				ADVERTISING-MS ASSC OF COACHES					
003672	MS ASSOCIATION OF CO	1522	0	2022 4	INV	P	25,000.00	021822	289144	ADVERTISING SPONSOR
					ACCOUNT TOTAL		25,000.00			
001020	684000				DUES AND MEMBERSHIPS					
003691	MS MUNICIPAL ATTORNE	MMA22005	225793	2022 5	INV	P	200.00	021822	289146	WINTER ATTORNEYS AS
					ACCOUNT TOTAL		200.00			
				ORG 001020	TOTAL		28,516.48			
001040			MUNICIPAL CLERK							
001040	615000				ADVERTISING					
002477	CLARION LEDGER (ADVE	0004318128	0	2022 5	INV	P	42.27	021822	289003	CITY WIDE ADS & NOT
003141	HUB CITY SPOKES	99266	0	2022 5	INV	P	307.72	021822	289082	CITY WIDE ADS & NOT
					ACCOUNT TOTAL		349.99			
001040	641000				OFFICE EQUIPMENT RENT					
004057	RJ YOUNG COMPANY	INV4576205	0	2022 5	INV	P	204.00	021822	289205	COPIER LEASE FOR CL
004057	RJ YOUNG COMPANY	INV4623866	0	2022 5	INV	P	204.00	021822	289206	COPIER LEASE CLERK
							408.00			
					ACCOUNT TOTAL		408.00			
				ORG 001040	TOTAL		757.99			
001042			ACCOUNTING DIV.							
001042	500500				PRINTED FORMS					
004017	REGIONS CARDHOLDER S	1346 - 01-31-2022	0	2022 5	INV	P	414.88	021822	289196	1346 - 01-31-2022 C
					ACCOUNT TOTAL		414.88			
001042	501000				OTHER EXPENDABLE OFF.SPL					
003810	OFFICE PRODUCTS PLUS	961077-0	225513	2022 5	INV	P	9.07	021822	289163	OFFICE SUPPLIES - A

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
004017	REGIONS CARDHOLDER S	1708 - 01-31-2022	0	2022 5	INV	P	26.88	021822	289196	1708 - 01-31-2022 C
				ACCOUNT TOTAL			35.95			
001042	502000			MINOR OFFICE EQUIP/FURN.						
003810	OFFICE PRODUCTS PLUS	970415-0	226632	2022 5	INV	P	93.82	021822	289163	OFFICE SUPPLIES - A
				ACCOUNT TOTAL			93.82			
001042	559000			OTHER OPERATING MATL/SPLY						
003810	OFFICE PRODUCTS PLUS	961077-0	225513	2022 5	INV	P	40.49	021822	289163	OFFICE SUPPLIES - A
				ACCOUNT TOTAL			40.49			
				ORG 001042 TOTAL			585.14			
001045		PURCHASING DIV.								
001045	636500			OFFICE EQUIPMENT R&M						
002406	CANON FINANCIAL SERV	27926166	0	2022 5	INV	P	206.18	021822	288985	MB2018-145/PURCHASI
				ACCOUNT TOTAL			206.18			
				ORG 001045 TOTAL			206.18			
001080		HUMAN RESOURCES								
001080	636500			OFFICE EQUIPMENT R&M						
004050	RICOH CORP	35865069	0	2022 5	INV	P	221.67	021822	289201	RICOH-12/14
004050	RICOH CORP	5061924015	0	2022 5	INV	P	186.35	021822	289201	RICOH-05/01/21
004050	RICOH CORP	5062722287	0	2022 5	INV	P	193.20	021822	289201	RICOH-0901
004050	RICOH CORP	5062940769	0	2022 5	INV	P	115.77	021822	289201	RICOH-10/01
004050	RICOH CORP	5063319385	0	2022 5	INV	P	102.69	021822	289201	RICOH-12/01
004050	RICOH CORP	5063537548	0	2022 5	INV	P	49.04	021822	289202	RICOH-01/01
							868.72			
				ACCOUNT TOTAL			868.72			
				ORG 001080 TOTAL			868.72			
001081		LOSS CONTROL								
001081	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351X0208202	0	2022 5	INV	P	96.31	021822	288952	MB2016-287/WIRELESS
				ACCOUNT TOTAL			96.31			
				ORG 001081 TOTAL			96.31			
001090		URBAN DEVELOPMT								
001090	501000			OTHER EXPENDABLE OFF.SPL						
002796	FASTSIGNS OF HATTIES	2153-8080	226478	2022 5	INV	P	398.00	021822	289036	PLANNING DIV. NOTIF
				ACCOUNT TOTAL			398.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001090	511500				FOOD					
004575	WALMART STORES INC	356201656	225857	2022 5	INV	P	65.83	021822	289277	PUBLIC WORKSHOP FOR
					ACCOUNT TOTAL		65.83			
001090	604900				OTHER PROFESSIONAL SERV.					
004017	REGIONS CARDHOLDER S	1346 - 01-31-2022	0	2022 5	INV	P	854.89	021822	289196	1346 - 01-31-2022 C
					ACCOUNT TOTAL		854.89			
001090	606000				TELEPHONE AND TELEGRAPH					
002160	AT&T MOBILITY	287273578351X0208202	0	2022 5	INV	P	258.32	021822	288952	MB2016-287/WIRELESS
					ACCOUNT TOTAL		258.32			
001090	611000				TRAVEL EXPENSE					
003458	LOWREY, GINGER MADDO	9224	0	2022 5	INV	P	1,683.95	021822	289122	TRAVEL: PER DIEM,
					ACCOUNT TOTAL		1,683.95			
001090	641000				OFFICE EQUIPMENT RENT					
004050	RICOH CORP	35659567	0	2022 5	INV	P	232.90	021822	289201	COPIER PYMT NOV 202
004050	RICOH CORP	35780975	0	2022 5	INV	P	232.90	021822	289201	COPIER PYMT DEC 202
004050	RICOH CORP	35899405	0	2022 5	INV	P	232.90	021822	289201	COPIER FEE, JAN 202
004050	RICOH CORP	5061924685	0	2022 5	INV	P	182.33	021822	289201	COPIER USAGE, APRIL
004050	RICOH CORP	5063126268	0	2022 5	INV	P	138.68	021822	289201	COPIER USAGE, OCT 2
							1,019.71			
					ACCOUNT TOTAL		1,019.71			
					ORG 001090 TOTAL		4,280.70			
001091			INFO TECHNOLOGY							
001091	508000				COMPUTER SUPPLIES					
004050	RICOH CORP	1090831247	0	2022 5	INV	P	475.00	021822	289201	CARTIDGES FOR MPC30
004050	RICOH CORP	1091062157	0	2022 5	INV	P	475.00	021822	289201	CARTIDGES FOR MPC30
004050	RICOH CORP	1091119816	0	2022 5	INV	P	327.75	021822	289201	CARTRIDGES FOR MPC3
							1,277.75			
					ACCOUNT TOTAL		1,277.75			
001091	604900				OTHER PROFESSIONAL SERV.					
002160	AT&T MOBILITY	287289913717X0205202	0	2022 5	INV	P	382.94	021822	288949	MB2016-287/WIRELESS
004482	TYLER TECHNOLGIES IN	045-365000	0	2022 5	INV	P	5,100.00	021822	289264	MUNIS IMPLENTATION
004482	TYLER TECHNOLGIES IN	045-366253	0	2022 5	INV	P	1,400.00	021822	289264	MUNIS IMPLENTATION
							6,500.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL		6,882.94			
001091 606000				TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351X0208202	0	2022	5	INV	P	159.39	021822	288952 MB2016-287/WIRELESS
					ACCOUNT TOTAL		159.39			
001091 606800				NETWORK						
002384	C SPIRE (MEGAGATE)	683013-52	0	2022	5	INV	P	15,704.08	021822	288982 NETWORK/INTERET - M
					ACCOUNT TOTAL		15,704.08			
001091 636500				OFFICE EQUIPMENT R&M						
003342	KRONOS INCORPORATED	11870856	0	2022	5	INV	P	3,984.52	021822	289110 PAYROLL SOFTWARE -
003583	METRIX SOLUTIONS	M73857	0	2022	5	INV	P	1,756.00	021822	289133 OFFICE 365 LICENSES
004482	TYLER TECHNOLGIES IN	025-356954	0	2022	5	INV	P	14,336.05	021822	289264 ENERGOV SPT&MTN 1/2
048026	SOUTHERN BILLING	25402	0	2022	5	INV	P	136.34	021822	289230 METRO, VOIP - IT DE
					ACCOUNT TOTAL		20,212.91			
				ORG 001091	TOTAL		44,237.07			
001092			GEN.GOVT.BLDG							
001092 510000				CLEANING/JANITORIAL SPLY						
002729	ELKINS WHOLESALE INC	475420	226473	2022	5	INV	P	862.31	021822	289024 JANITORIAL SUPPLIES
002729	ELKINS WHOLESALE INC	475421	226474	2022	4	INV	P	159.42	021822	289024 JANITORIAL SUPPLIES
								1,021.73		
					ACCOUNT TOTAL		1,021.73			
001092 513000				CHEMICALS						
002459	CHEM-AQUA	7651424	0	2022	5	INV	P	583.33	021822	288992 WATER TRMNT FOR CIT
					ACCOUNT TOTAL		583.33			
001092 560500				ELECTRICAL SUPPLIES						
002901	GILKEY ELECTRIC SUPP	351113	226650	2022	5	INV	P	37.50	021822	289058 MATERIAL TO REPAIR
					ACCOUNT TOTAL		37.50			
001092 630000				GAS						
004321	SPIRE	G2022 1/26	0	2022	5	INV	P	222.29	021822	289247 SPIRE (WILLMUT GAS)
004321	SPIRE	G2022 2/9	0	2022	5	INV	P	20.00	021822	289247 SPIRE(WILLMUT GAS)
004321	SPIRE	G2022-02/03	0	2022	5	INV	P	1,000.94	021822	289247 SPIRE-VARIOUS DEPAR
								1,243.23		
					ACCOUNT TOTAL		1,243.23			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001092	630500				ELECTRICITY					
003700	MS POWER COMPANY	E2022 1/21/22	0	2022 5	INV	P	3,036.84	021822	289148	MISSISSIPPI POWER V
003700	MS POWER COMPANY	E2022 2/1	0	2022 5	INV	P	1,505.11	021822	289148	MS POWER VARIOUS DE
							4,541.95			
					ACCOUNT TOTAL		4,541.95			
001092	635000				BUILDING R&M					
002754	ESSCO HEATING AND A/	40373	223040	2022 4	INV	P	3,225.00	021822	289032	ADMIN - COURTESY FO
					ACCOUNT TOTAL		3,225.00			
				ORG 001092	TOTAL		10,652.74			
001093			INTERMODAL FAC O&M							
001093	510000				CLEANING/JANITORIAL SPLY					
004634	WHEELER'S JANITORIAL	9481	226429	2022 4	INV	P	142.20	021822	289288	JANITORIAL SUPPLIES
					ACCOUNT TOTAL		142.20			
001093	560500				ELECTRICAL SUPPLIES					
004256	SOLAR SUPPLY INC	3449144	226648	2022 5	INV	P	466.88	021822	289229	AC REPAIR FOR TRAIN
					ACCOUNT TOTAL		466.88			
001093	630500				ELECTRICITY					
003700	MS POWER COMPANY	E2022 1/21/22	0	2022 5	INV	P	3,516.10	021822	289148	MISSISSIPPI POWER V
					ACCOUNT TOTAL		3,516.10			
				ORG 001093	TOTAL		4,125.18			
001094			METRPLTN PLANG.							
001094	511500				FOOD					
047828	GRIN COFFEE	5652B	226342	2022 5	INV	P	54.50	021822	289065	MPO MEETING REFRESH
					ACCOUNT TOTAL		54.50			
001094	535500				WEARING APPAREL					
002728	ELITE SCREEN PRINTIN	41549	226442	2022 5	INV	P	29.95	021822	289023	EMBROIDERED MPO DIV
					ACCOUNT TOTAL		29.95			
001094	604900				OTHER PROFESSIONAL SERV.					
002160	AT&T MOBILITY	287273578351X0208202	0	2022 5	INV	P	37.23	021822	288952	MB2016-287/WIRELESS
					ACCOUNT TOTAL		37.23			
001094	636500				OFFICE EQUIPMENT R&M					
004057	RJ YOUNG COMPANY	INV4623867	0	2022 5	INV	P	204.65	021822	289204	COPIER FEES 1/5/22

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL		204.65			
001094	684000			DUES AND MEMBERSHIPS						
003701	MS PUBLIC TRANSIT AS	012022-25	226179	2022 5	INV	P	500.00	021822	289149	MEMBERSHIP DUES-FY2
					ACCOUNT TOTAL		500.00			
				ORG 001094	TOTAL		826.33			
001095			G/G INS.OTH SER							
001095	602500			LEGAL						
003944	POPE & POPE, PA	2205	0	2022 4	INV	P	5,250.00	021822	289185	UDC V CITY OF HATTI
003944	POPE & POPE, PA	2206	0	2022 4	INV	P	1,136.00	021822	289185	LEGACY HOLDINGS
003944	POPE & POPE, PA	2207	0	2022 4	INV	P	5,699.10	021822	289185	TIMBERTON ARBITRATI
							12,085.10			
004040	RICHARD & THOMAS, PL	011922	0	2022 5	INV	P	425.00	021822	289200	LOT IN HOMESTEAD SU
047351	LOWREY & FORTNER PA	34422	0	2022 5	INV	P	1,000.00	021822	289121	HPD CITIZEN REVIEW
					ACCOUNT TOTAL		13,510.10			
001095	602701			MEDICAL ANALYSIS-EMP CLINIC						
002037	AB SUPPORT SERVICES	010109	225007	2022 5	INV	P	380.00	021822	288927	MB# 2021-1274 JANIT
002523	COMCAST CABLEVISION	JAN 26	0	2022 5	INV	P	169.84	021822	289006	COH- EMPLOYEE CLINI
					ACCOUNT TOTAL		549.84			
001095	602900			IN-SERVICE TRAINING						
002856	FORREST GENERAL HOSP	STATEMENT 01.14.22	0	2022 4	INV	P	8,925.00	021822	289047	EAP MONTLY 11.21-2.
					ACCOUNT TOTAL		8,925.00			
001095	604900			OTHER PROFESSIONAL SERV.						
002085	ALLEN ENGINEERING AN	00220008	0	2022 5	INV	P	1,110.90	021822	288938	GRANT PREP WATERSHE
002327	BROADDUS & ASSOCIATE	4102-16R	0	2022 5	INV	P	2,815.00	021822	288976	MB# 2017-154 CONSUL
002327	BROADDUS & ASSOCIATE	4102-17	0	2022 5	INV	P	3,960.00	021822	288976	MB# 2017-154 CONSUL
002327	BROADDUS & ASSOCIATE	4102-18	0	2022 5	INV	P	660.00	021822	288976	MB# 2017-154 CONSUL
002327	BROADDUS & ASSOCIATE	4102-19	0	2022 5	INV	P	1,402.50	021822	288976	MB# 2017-154 CONSUL
002327	BROADDUS & ASSOCIATE	4102-20	0	2022 5	INV	P	1,237.50	021822	288976	MB# 2017-154 CONSUL
002327	BROADDUS & ASSOCIATE	4102-21	0	2022 5	INV	P	3,052.50	021822	288976	MB# 2017-154 CONSUL
002327	BROADDUS & ASSOCIATE	4102-22	0	2022 5	INV	P	8,250.00	021822	288976	MB# 2017-154 CONSUL
002327	BROADDUS & ASSOCIATE	4103-23	0	2022 5	INV	P	4,702.50	021822	288976	MB# 2017-154 CONSUL
002327	BROADDUS & ASSOCIATE	4103-24	0	2022 5	INV	P	10,310.00	021822	288976	MB# 2017-154 CONSUL
002327	BROADDUS & ASSOCIATE	4103-25R	0	2022 5	INV	P	25,507.50	021822	288976	MB# 2017-154 CONSUL
002327	BROADDUS & ASSOCIATE	4103-26	0	2022 5	INV	P	1,802.50	021822	288976	MB# 2017-154 CONSUL
002327	BROADDUS & ASSOCIATE	4103-27	0	2022 5	INV	P	585.00	021822	288976	MB# 2017-154 CONSUL
002327	BROADDUS & ASSOCIATE	4103-28	0	2022 5	INV	P	330.00	021822	288976	MB# 2017-154 CONSUL

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
002327	BROADDUS & ASSOCIATE	4103.22	0	2022 5	INV	P	4,475.00	021822	288976	MB# 2017-154 CONSUL
							69,090.00			
002346	BRUNINI GRANTHAM GRO	255532	0	2022 5	INV	P	3,612.00	021822	288977	ADMIN - PROFESS SVC
003433	LOCAL IMPACT ANALYTI	2082022-1	225880	2022 5	INV	P	1,860.00	021822	289119	DATA COLLECTION REP
				ACCOUNT TOTAL			75,672.90			
001095	606000			TELEPHONE AND TELEGRAPH						
002158	AT&T	L2021-01/20	0	2022 5	INV	P	48.57	021822	288945	BL LONG DISTANCE ON
002158	AT&T	L2022 1/28	0	2022 5	INV	P	325.66	021822	288945	AT&T BLUE LIGHTS 1/
002158	AT&T	L2022 2/04BL	0	2022 5	INV	P	168.26	021822	288945	AT&T BLUE LIGHTS 2/
002158	AT&T	M81 83270010594 1/22	0	2022 5	INV	P	6,935.30	021822	288947	1/22 PHONE SERVICE
							7,477.79			
002159	AT&T LONG DISTANCE S	0275997962	0	2022 5	INV	P	34.49	021822	288948	ACCT #1001-248-5289
047050	C SPIRE (IP)	L2022 2/1	0	2022 5	INV	P	4,620.74	021822	288983	CSPIRE MSGOV-692591
				ACCOUNT TOTAL			12,133.02			
001095	607000			POSTAGE						
047848	PITNEY BOWES-SUPPLIE	1019907742	0	2022 5	INV	P	346.78	021822	289183	SUPPLIES PITNEY BOW
				ACCOUNT TOTAL			346.78			
001095	625500			PUBLIC LIAB/PROPERTY DAM						
003695	MS MUNICIPAL LIABILI	0108GL2022-0	0	2022 5	INV	P	453,843.05	021822	289147	PUBLIC LIABILITY/PR
004307	SOUTHGROUP (HATTIESB	201775	0	2022 4	INV	P	1,546.00	021822	289244	AIRPORT LIABILITY R
004307	SOUTHGROUP (HATTIESB	INV 9.7.21	0	2022 4	INV	P	1,059.00	021822	289244	COM FLOOD POLICY RE
							2,605.00			
				ACCOUNT TOTAL			456,448.05			
001095	627000			SURETY AND FORGERY BONDS						
004307	SOUTHGROUP (HATTIESB	206727	0	2022 5	INV	P	175.00	021822	289244	BOND - PEGGY SEALY-
004307	SOUTHGROUP (HATTIESB	207105	0	2022 5	INV	P	83.50	021822	289244	NOTARY BOND/STAMP -
004307	SOUTHGROUP (HATTIESB	208780	0	2022 5	INV	P	122.00	021822	289244	BLANKET BOND - MMCI
004307	SOUTHGROUP (HATTIESB	209713	0	2022 5	INV	P	116.00	021822	289244	BLANKET BOND - KGRE
							496.50			
				ACCOUNT TOTAL			496.50			
001095	683200			BANK SERV/TRF FEE						
004017	REGIONS CARDHOLDER S	7079 - 01-31-2022	0	2022 5	INV	P	89.49	021822	289196	7079 - 01-31-2022

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
						ACCOUNT TOTAL	89.49		
						ORG 001095 TOTAL	568,171.68		
001100		POLICE/PUB.SFTY							
001100 500300			PAPER						
003810 OFFICE PRODUCTS PLUS	947373-0	222740	2022	5	INV	P	372.78	021822	289163 OFFICE SUPPLIES & P
003810 OFFICE PRODUCTS PLUS	947373-1	222740	2022	5	INV	P	89.01	021822	289163 OFFICE SUPPLIES & P
003810 OFFICE PRODUCTS PLUS	947793-0	222804	2022	5	INV	P	66.40	021822	289163 OFFICE SUPPLIES & N
003810 OFFICE PRODUCTS PLUS	952450-0	223372	2022	5	INV	P	370.47	021822	289163 OFFICE SUPPLIES-HPD
003810 OFFICE PRODUCTS PLUS	953490-0	223546	2022	5	INV	P	127.30	021822	289163 OFFICE SUPPLIES & N
003810 OFFICE PRODUCTS PLUS	957867-0	225136	2022	5	INV	P	368.96	021822	289163 OFFICE SUPPLIES & P
003810 OFFICE PRODUCTS PLUS	961835-0	225603	2022	5	INV	P	713.94	021822	289163 OFFICE SUPPLIES & P
003810 OFFICE PRODUCTS PLUS	966228-0	226135	2022	5	INV	P	231.54	021822	289163 OFFICE SUPPLIES & P
003810 OFFICE PRODUCTS PLUS	966228-1	226135	2022	5	INV	P	45.96	021822	289163 OFFICE SUPPLIES & P
003810 OFFICE PRODUCTS PLUS	971105-0	226724	2022	5	INV	P	207.45	021822	289163 OFFICE SUPPLIES & P
							2,593.81		
						ACCOUNT TOTAL	2,593.81		
001100 501000			OTHER EXPENDABLE OFF.SPL						
002527 COMMERCIAL STATIONER	455185-0	226516	2022	5	INV	P	183.84	021822	289007 HATTIESBURG POLICE
003810 OFFICE PRODUCTS PLUS	947373-0	222740	2022	5	INV	P	289.96	021822	289163 OFFICE SUPPLIES & P
003810 OFFICE PRODUCTS PLUS	947793-0	222804	2022	5	INV	P	388.99	021822	289163 OFFICE SUPPLIES & N
003810 OFFICE PRODUCTS PLUS	952450-0	223372	2022	5	INV	P	167.69	021822	289163 OFFICE SUPPLIES-HPD
003810 OFFICE PRODUCTS PLUS	953490-0	223546	2022	5	INV	P	429.75	021822	289163 OFFICE SUPPLIES & N
003810 OFFICE PRODUCTS PLUS	953706-0	223583	2022	5	INV	P	151.14	021822	289163 BINDERS-HPD
003810 OFFICE PRODUCTS PLUS	953706-1	223583	2022	5	INV	P	14.60	021822	289164 BINDERS-HPD
003810 OFFICE PRODUCTS PLUS	957867-0	225136	2022	5	INV	P	690.09	021822	289163 OFFICE SUPPLIES & P
003810 OFFICE PRODUCTS PLUS	959103-0	225278	2022	5	INV	P	704.32	021822	289163 TONERS FOR CRIME SC
003810 OFFICE PRODUCTS PLUS	961835-0	225603	2022	5	INV	P	133.66	021822	289163 OFFICE SUPPLIES & P
003810 OFFICE PRODUCTS PLUS	961835-1	225603	2022	5	INV	P	15.86	021822	289164 OFFICE SUPPLIES & P
003810 OFFICE PRODUCTS PLUS	963855-0	225863	2022	5	INV	P	1,301.58	021822	289163 OFFICE SUPPLIES-HPD
003810 OFFICE PRODUCTS PLUS	966228-0	226135	2022	5	INV	P	645.99	021822	289163 OFFICE SUPPLIES & P
003810 OFFICE PRODUCTS PLUS	966228-1	226135	2022	5	INV	P	85.14	021822	289163 OFFICE SUPPLIES & P
003810 OFFICE PRODUCTS PLUS	966228-2	226135	2022	5	INV	P	69.99	021822	289163 OFFICE SUPPLIES & P
003810 OFFICE PRODUCTS PLUS	969867-0	226544	2022	5	INV	P	611.02	021822	289163 OFFICE SUPPLIES-HPD
003810 OFFICE PRODUCTS PLUS	971105-0	226724	2022	5	INV	P	1,559.73	021822	289163 OFFICE SUPPLIES & P
							7,259.51		
						ACCOUNT TOTAL	7,443.35		
001100 501200			EXPENDABLE OFF.SPL-LIFE						
003810 OFFICE PRODUCTS PLUS	942011-2	222041	2022	5	INV	P	71.96	021822	289163 OFFICE SUPPLIES FOR
003810 OFFICE PRODUCTS PLUS	969867-1	226544	2022	5	INV	P	26.16	021822	289163 OFFICE SUPPLIES-HPD
003810 OFFICE PRODUCTS PLUS	971105-0	226724	2022	5	INV	P	183.19	021822	289163 OFFICE SUPPLIES & P
							281.31		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
				ACCOUNT TOTAL			281.31			
001100	525000			GAS AND OIL						
002869	FUELMAN OF MS	NP61470299	0	2022 5	INV	P	25.56	021822	289051	FUELMAN CHARGE
002869	FUELMAN OF MS	NP61569393	0	2022 5	INV	P	17.66	021822	289050	FUELMAN CHARGE
002869	FUELMAN OF MS	NP61614480	0	2022 5	INV	P	17.66	021822	289050	FUELMAN CHARGE
							60.88			
003918	PINE BELT OIL COMPAN	12320008 1/22	0	2022 5	INV	P	461.95	021822	289180	1/22 MINIT MART CHA
				ACCOUNT TOTAL			522.83			
001100	535000			UNIFORMS, BADGES, ETC.						
002879	GALL'S LLC	019779368	225605	2022 4	INV	P	967.68	021822	289052	BDU'S FOR RECRUIT C
002879	GALL'S LLC	019888928	225731	2022 4	INV	P	543.00	021822	289052	PADDLEBACK HANDCUF
							1,510.68			
003188	INTAPOL INDUSTRIES,	31166	226100	2022 5	INV	P	204.00	021822	289085	REMOVAL OF STRIPE O
003588	MID SOUTH UNIFORM &	625351	226480	2022 5	INV	P	397.68	021822	289135	DUTY BELT EQUIPMENT
003588	MID SOUTH UNIFORM &	625463	226224	2022 5	INV	P	414.08	021822	289135	NAME PLATES FOR REC
							811.76			
003590	MIDSOUTH SOLUTIONS	177178	225706	2022 4	INV	P	850.00	021822	289136	SHORT SLEEVE BLAUER
				ACCOUNT TOTAL			3,376.44			
001100	535500			WEARING APPAREL						
003188	INTAPOL INDUSTRIES,	31151	223638	2022 5	INV	P	1,726.07	021822	289085	MOTOR PANTS FOR TRA
004017	REGIONS CARDHOLDER S	9492 - 01-31-2022	0	2022 5	INV	P	396.50	021822	289196	9492 - 01-31-2022 C
				ACCOUNT TOTAL			2,122.57			
001100	546000			MINOR EQUIPMENT						
002714	ECONOMY SUPPLY CO	069929	226453	2022 5	INV	P	20.00	021822	289022	REPAIR PARTS FOR CH
002714	ECONOMY SUPPLY CO	070477	226703	2022 5	INV	P	30.00	021822	289022	PLUNGERS FOR SHOP-H
							50.00			
003067	HEADSETS DIRECT INC	79905	226468	2022 4	INV	P	829.65	021822	289076	HEADSETS FOR DISPAT
004158	SETCOM CORPORATION	48279	226334	2022 4	INV	P	81.05	021822	289219	SETCOM REPAIR-HPD
004511	UNIVERSITY OF MISSIS	5545	226452	2022 4	INV	P	45.00	021822	289267	AFFIDAVIT BOOK & AF
004575	WALMART STORES INC	375834845	225992	2022 5	INV	P	158.36	021822	289277	VACUUM FOR DISPATCH
004593	WATCH GUARD VIDEO	SRINV0021678	225804	2022 5	INV	P	152.00	021822	289284	DVR REPAIR IN DETEC

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
				ACCOUNT TOTAL			1,316.06			
001100	559000			OTHER OPERATING MATL/SPLY						
002381	C A L E A INC	INV37487	0	2022 5	INV	P	4,670.00	021822	288981	ANNUAL CONTINUATION
003809	OFFICE DEPOT INC	226392602001	226538	2022 5	INV	P	1,556.77	021822	289162	USBS FOR EVIDENCE-H
004107	SAFARILAND GROUP	I010-415394	226305	2022 5	INV	P	768.76	021822	289213	SCENE SCREEN SINGLE
				ACCOUNT TOTAL			6,995.53			
001100	559400			OTHER OPER-VICTIM ADVOC						
004017	REGIONS CARDHOLDER S	9492 - 01-31-2022	0	2022 5	INV	P	266.90	021822	289196	9492 - 01-31-2022 C
				ACCOUNT TOTAL			266.90			
001100	570000			MTR VEHICLE REP. PTS/SPL						
002060	ADVANCE AUTO PARTS	5604202772849	226487	2022 5	INV	P	936.41	021822	288931	REPAIR PARTS FOR VA
002060	ADVANCE AUTO PARTS	5604202872878	226510	2022 5	INV	P	1,487.44	021822	288931	REPAIR PARTS FOR VA
002060	ADVANCE AUTO PARTS	5604203872994	226638	2022 5	INV	P	367.80	021822	288931	REPAIR PARTS FOR VA
002060	ADVANCE AUTO PARTS	5604204273084	226706	2022 5	INV	P	857.37	021822	288931	REPAIR PARTS FOR VA
							3,649.02			
002160	AT&T MOBILITY	287273861504X0208202	0	2022 5	INV	P	1,884.01	021822	288953	MB2016-287/GPS TRAC
003772	NEWELL PAPER COMPANY	4124998	226519	2022 5	INV	P	231.78	021822	289157	WHITE RAGS FOR SHOP
				ACCOUNT TOTAL			5,764.81			
001100	603000			VETERINARIAN						
003106	HOLLAND VETERINARY H	54119	0	2022 5	INV	P	115.08	021822	289079	VET VISIT FOR K9 IV
003106	HOLLAND VETERINARY H	54889	0	2022 5	INV	P	302.50	021822	289079	VET VISIT K9 MAMBA
							417.58			
				ACCOUNT TOTAL			417.58			
001100	604900			OTHER PROFESSIONAL SERV.						
002473	CIOX HEALTH	0363507869	0	2022 5	INV	P	132.95	021822	288997	MEDICAL RECORDS RET
002523	COMCAST CABLEVISION	2/1/22-2/28/22	0	2022 5	INV	P	119.62	021822	289006	CONVERTER BOX LEASE
002610	D P S CRIME LAB	90114524	0	2022 5	INV	P	420.00	021822	289012	ANALYTICAL FEES
002905	GILLILANDS ELECTRONI	6978	0	2022 4	INV	P	600.00	021822	289060	YEARLY CELLULAR FIR
003189	INTERACT PUBLIC SAFE	CPSXT0000288	0	2022 5	INV	P	10,545.00	021822	289086	SERVER SOFTWARE INS
004453	TRANSUNION RISK AND	362606-202201-1	0	2022 5	INV	P	316.40	021822	289260	ONLINE INVESTIGATIO

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
							ACCOUNT TOTAL 12,133.97			
001100	604921			NOLA EXPENSE						
003979	PROJECT NOLA	1271	0	2022	5	INV	P 2,400.00	021822	289192	MB#2020-484 ANNUAL
003979	PROJECT NOLA	1272	0	2022	5	INV	P 4,800.00	021822	289192	MB#2020-484 ANNUAL
003979	PROJECT NOLA	1273	226071	2022	5	INV	P 18,850.00	021822	289192	MB#2020-484 ADD. CA
							26,050.00			
							ACCOUNT TOTAL 26,050.00			
001100	606000			TELEPHONE AND TELEGRAPH						
002158	AT&T	L2022 1/22	0	2022	5	INV	P 512.50	021822	288946	AT&T DEPT OF PUBLIC
002158	AT&T	L2022 1/28/22	0	2022	5	INV	P 202.00	021822	288945	AT&T POLICE 1/28/22
							714.50			
002160	AT&T MOBILITY	287273578351X0208202	0	2022	5	INV	P 2,153.71	021822	288952	MB2016-287/WIRELESS
002160	AT&T MOBILITY	287289913717X0205202	0	2022	5	INV	P 6,493.20	021822	288949	MB2016-287/WIRELESS
							8,646.91			
							ACCOUNT TOTAL 9,361.41			
001100	611000			TRAVEL EXPENSE						
004017	REGIONS CARDHOLDER S	1708 - 01-31-2022	0	2022	5	INV	P 2,141.99	021822	289196	1708 - 01-31-2022 C
004141	SEALY, PEGGY	3.29.22-4.2.22SEALY	0	2022	4	INV	P 1,046.00	021822	289217	TRAVEL ADV CALEA CO
004210	SIMS, JULIUS HARDY	3.30.22-4.2.22SIMS	0	2022	5	INV	P 1,651.25	021822	289227	TRAVEL ADVANCE CALE
047312	NOBLES MICAH	01.21.22-2.25.22NOBL	0	2022	5	INV	P 1,094.10	021822	289159	TRAVEL ADV. CRASH D
048498	GARDNER, KELLY	04.25-29.22GARDNER	0	2022	5	INV	P 1,095.50	021822	289055	TRVL ADV. DET GARDN
							ACCOUNT TOTAL 7,028.84			
001100	612000			FREIGHT						
003067	HEADSETS DIRECT INC	79905	226468	2022	4	INV	P 18.00	021822	289076	HEADSETS FOR DISPAT
003188	INTAPOL INDUSTRIES,	31166	226100	2022	5	INV	P 82.19	021822	289085	REMOVAL OF STRIPE O
004107	SAFARILAND GROUP	I010-415394	226305	2022	5	INV	P 31.99	021822	289213	SCENE SCREEN SINGLE
004505	UNITED PARCEL SERVIC	00008E1Y15052	0	2022	5	INV	P 17.82	021822	289266	SHIPPING FEES
004505	UNITED PARCEL SERVIC	00008E1Y15062	0	2022	5	INV	P 1.05	021822	289266	SHIPPING FEES-HPD
							18.87			
							ACCOUNT TOTAL 151.05			
001100	630000			GAS						

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
004321	SPIRE	G2022 2/9	0	2022 5	INV	P	9,833.77	021822	289247	SPIRE(WILLMUT GAS)
				ACCOUNT TOTAL			9,833.77			
001100	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2022 1/21/22	0	2022 5	INV	P	9,771.32	021822	289148	MISSISSIPPI POWER V
003700	MS POWER COMPANY	E2022 2/1	0	2022 5	INV	P	3,898.98	021822	289148	MS POWER VARIOUS DE
							13,670.30			
				ACCOUNT TOTAL			13,670.30			
001100	638400			MOTOR VEHICLE EQ. R&M						
002035	AAMCO TRANSMISSION (	J145851	226512	2022 5	INV	P	535.50	021822	288926	REPAIRS TO UNIT#154
002169	AUTOMOTIVE GLASS SPE	I248309	226424	2022 5	INV	P	345.00	021822	288955	WINDSHIELD REPAIR U
002282	BODY TECH INC	2898	226375	2022 5	INV	P	1,138.80	021822	288966	REPAIRS TO UNIT#204
002282	BODY TECH INC	2898B	226360	2022 5	INV	P	1,798.20	021822	288966	REPAIRS TO UNIT#204
							2,937.00			
002565	COURTESY MOTORS INC	295226C	225437	2022 5	INV	P	2,568.89	021822	289010	REPAIRS TO UNIT1930
003861	PATTERSON AUTO ELECT	81272	226481	2022 4	INV	P	766.13	021822	289168	REPAIRS TO UNIT#171
				ACCOUNT TOTAL			7,152.52			
001100	639400			DISINFECT./EXTERMINATION						
003040	HAVARD PEST CONTROL	1880900	0	2022 5	INV	P	125.00	021822	289073	HAVARD PEST CONTROL
				ACCOUNT TOTAL			125.00			
001100	639800			TOW IN CHARGES						
003389	LARRY'S WRECKER SERV	9234	0	2022 5	INV	P	55.00	021822	289115	TOWING OF UNIT#1970
003389	LARRY'S WRECKER SERV	9235	0	2022 5	INV	P	55.00	021822	289115	TOWING OFUNIT#19708
003389	LARRY'S WRECKER SERV	9289	0	2022 5	INV	P	55.00	021822	289115	TOWING OF UNIT#1833
003389	LARRY'S WRECKER SERV	9329	0	2022 5	INV	P	55.00	021822	289115	TOWING OF UNIT#1970
							220.00			
				ACCOUNT TOTAL			220.00			
001100	641000			OFFICE EQUIPMENT RENT						
004057	RJ YOUNG COMPANY	INV4609549	0	2022 5	INV	P	487.60	021822	289204	MB#2021-285 ADMIN C
				ACCOUNT TOTAL			487.60			
001100	684500			REGISTRATION FEE/TUITION						
004017	REGIONS CARDHOLDER S	2080 - 01-31-2022	0	2022 5	INV	P	1,790.00	021822	289196	2080 - 01-31-2022 C
004294	SOUTHERN STATE K-9,	2022-3	226099	2022 5	INV	P	4,800.00	021822	289240	REG. K9 SIX WEEK TR

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
048506	AEGEAN, LLC	260536	226653	2022 5	INV	P	525.00	021822	288932	REG.FOR DEATH & HOM
				ACCOUNT TOTAL			7,115.00			
001100	684700			CONTINUING EDUCATION						
004513	UNIVERSITY OF SOUTHE	01122022	0	2022 5	INV	P	3,979.50	021822	289268	TUITION MOU COH&USM
004651	WILLIAM CAREY UNIVER	101	0	2022 5	INV	P	2,603.00	021822	289289	EDWARD MURRAY STUDE
004651	WILLIAM CAREY UNIVER	102	0	2022 5	INV	P	1,935.00	021822	289289	JARROD SMITH TUTITI
004651	WILLIAM CAREY UNIVER	103	0	2022 5	INV	P	4,561.00	021822	289289	SHEENA RANCIFER TUI
							9,099.00			
				ACCOUNT TOTAL			13,078.50			
001100	699900			SERVICES NOT SPECIFIED						
003653	MORRIS AND MCDANIEL,	22.078	0	2022 5	INV	P	18,500.00	021822	289143	MB#2019-143 PROMOTI
				ACCOUNT TOTAL			18,500.00			
				ORG 001100 TOTAL			156,009.15			
001131			JOINT P&F TRNG.							
001131	501000			OTHER EXPENDABLE OFF.SPL						
002215	BATTERIES PLUS BULBS	P48682963	226612	2022 5	INV	P	133.92	021822	288958	CR123 BATTERIES
002527	COMMERCIAL STATIONER	454748-0	226502	2022 4	INV	P	107.10	021822	289007	P/F OFFICE SUPPLIES
002527	COMMERCIAL STATIONER	455189-0	226654	2022 5	INV	P	22.50	021822	289007	P/F OFFICE SUPPLIES
							129.60			
004344	STEWART'S CAMERA CEN	004	226635	2022 5	INV	P	25.95	021822	289251	P/F RECRUIT PHOTO
				ACCOUNT TOTAL			289.47			
001131	504000			PHOTO SUPPLIES						
004606	WCO STUDIOS	2022101	0	2022 4	INV	P	400.00	021822	289286	P/F RECRUIT #39 VID
				ACCOUNT TOTAL			400.00			
001131	507100			BOOKS-FIRE						
003270	JONES & BARTLETT PUB	427685	226427	2022 5	INV	P	140.92	021822	289099	P/F BOOKS
				ACCOUNT TOTAL			140.92			
001131	510000			CLEANING/JANITORIAL SPLY						
002527	COMMERCIAL STATIONER	454918-0	226583	2022 5	INV	P	155.14	021822	289007	P/F SUPPLIES
				ACCOUNT TOTAL			155.14			
001131	511500			FOOD						

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
004575	WALMART STORES INC	326992983	0	2022 5	INV	P	59.30	021822	289277	WALMART-PARTY TRAYS
004575	WALMART STORES INC	379287594	226446	2022 5	INV	P	158.50	021822	289277	P/F REFRESHMENTS
004575	WALMART STORES INC	380604708	226504	2022 5	INV	P	51.61	021822	289277	P/F REFRESHMENTS PO
							269.41			
048488	S & S FOOD SERVICE,	6361	226503	2022 4	INV	P	218.80	021822	289212	P/F REFRESHMENTS PO
				ACCOUNT TOTAL			488.21			
001131	511600			FOOD-CIT TRAINING (PBMH CONTR)						
003773	NEWKS EATERY	50001	226710	2022 5	INV	P	270.00	021822	289158	P/F LUNCH FOR CIT T
003773	NEWKS EATERY	50002	226710	2022 5	INV	P	50.00	021822	289158	P/F LUNCH FOR CIT T
							320.00			
004081	ROSE'S QUIK STOP	0005	226771	2022 5	INV	P	330.00	021822	289210	P/F LUNCH FOR CIT T
				ACCOUNT TOTAL			650.00			
001131	512000			MEDICAL SUPPLIES						
002527	COMMERCIAL STATIONER	454918-0	226583	2022 5	INV	P	243.14	021822	289007	P/F SUPPLIES
				ACCOUNT TOTAL			243.14			
001131	535500			WEARING APPAREL						
002879	GALL'S LLC	020228291	223606	2022 4	INV	P	70.86	021822	289052	P/F UNIFORMS
				ACCOUNT TOTAL			70.86			
001131	535600			WEARING APPAREL-FIRE						
002879	GALL'S LLC	019390098	223606	2022 5	INV	P	117.00	021822	289052	P/F UNIFORMS-9/28
002879	GALL'S LLC	20175121	226335	2022 5	INV	P	252.00	021822	289052	P/F CLOTHING
							369.00			
				ACCOUNT TOTAL			369.00			
001131	545000			HAND TOOLS						
002083	ALLBRITTON CHAIN SAW	88419	226760	2022 5	INV	P	207.29	021822	288937	P/F MINOR EQUIPMENT
				ACCOUNT TOTAL			207.29			
001131	559100			OTHER OPER.MATLS-FULL R						
004273	SOUTHERN GAS & SUPPL	36492017	202891	2022 5	INV	P	324.67	021822	289235	CO2 STEEL CYLINDER
				ACCOUNT TOTAL			324.67			
001131	630000			GAS						
004321	SPIRE	G2022-02/03	0	2022 5	INV	P	924.50	021822	289247	SPIRE-VARIOUS DEPAR
				ACCOUNT TOTAL			924.50			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001131	644900						OTHER RENT			
004057	RJ YOUNG COMPANY	INV4632654	0	2022 5	INV	P	358.47	021822	289204	P/F COPIER RENTAL
							ACCOUNT TOTAL 358.47			
001131	6845FR						REGISTRATION-FIRE			
004331	STATE FIRE ACADEMY	29326	0	2022 5	INV	P	840.00	021822	289250	P/F REG FEE FOR SMO
							ACCOUNT TOTAL 840.00			
001131	6845PO						REGISTRATION-POLICE			
002643	DEFENSIVE EDGE	3404	0	2022 5	INV	P	900.00	021822	289015	P/F REG FEE FOR SPE
002909	GLOCK INC	TRP/100160840	0	2022 4	INV	P	250.00	021822	289062	P/F REGISTRATION FO
002909	GLOCK INC	TRP/100160842	0	2022 4	INV	P	250.00	021822	289062	P/F REGISTR FOR LT.
							500.00			
004107	SAFARILAND GROUP	85638	0	2022 5	INV	P	1,790.00	021822	289213	P/F REG FOR ROBINSO
							ACCOUNT TOTAL 3,190.00			
							ORG 001131 TOTAL 8,651.67			
001160			FIRE DIVISION							
001160	502000						MINOR OFFICE EQUIP/FURN.			
004017	REGIONS CARDHOLDER S	2080 - 01-31-2022	0	2022 5	INV	P	499.99	021822	289196	2080 - 01-31-2022 C
							ACCOUNT TOTAL 499.99			
001160	510000						CLEANING/JANITORIAL SPLY			
002729	ELKINS WHOLESALE INC	475341 00 00	226476	2022 4	INV	P	872.14	021822	289024	HFD JANITORIAL SUPP
							ACCOUNT TOTAL 872.14			
001160	511000						HOUSEHOLD SUPPLIES			
003457	LOWE'S OF HATTIESBUR	937363-IDLLUW	225756	2022 5	INV	P	949.05	021822	289120	HFD STATION 6 REPLA
003457	LOWE'S OF HATTIESBUR	938121-IEVGMW	226248	2022 5	INV	P	577.60	021822	289120	HFD STATION 9 STEP
							1,526.65			
							ACCOUNT TOTAL 1,526.65			
001160	525000						GAS AND OIL			
003918	PINE BELT OIL COMPAN	12320008 1/22	0	2022 5	INV	P	185.72	021822	289180	1/22 MINIT MART CHA
							ACCOUNT TOTAL 185.72			
001160	525700						DIESEL FUEL			
003918	PINE BELT OIL COMPAN	12320008 1/22	0	2022 5	INV	P	1,555.62	021822	289180	1/22 MINIT MART CHA

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
				ACCOUNT TOTAL			1,555.62			
001160	535500			WEARING APPAREL						
003744	NAFECO-NORTH AMERICA	1126441	226495	2022 5	INV	P	1,838.00	021822	289153	HFD FIREFIGHTING SU
				ACCOUNT TOTAL			1,838.00			
001160	546200			MINOR FIRE FIGHTING EQUIP.						
002733	EMERGENCY EQUIPMENT	467059	226482	2022 4	INV	P	2,613.53	021822	289026	HFD THERMAL IMAGER
				ACCOUNT TOTAL			2,613.53			
001160	560000			BUILDING MATERIALS & SPLY						
002802	FERGUSON ENTERPRISES	2882852	226460	2022 5	INV	P	179.74	021822	289039	HFD STATION 5 FAUCE
003457	LOWE'S OF HATTIESBUR	994164-IEFKWO	226171	2022 5	INV	P	258.67	021822	289120	HFD STATION 6 BUILD
004256	SOLAR SUPPLY INC	012622	226462	2022 4	INV	P	376.40	021822	289229	HFD THERMOSTATS FOR
				ACCOUNT TOTAL			814.81			
001160	561000			PLUMBING SUPPLIES						
003543	MCELHANEY PLUMBING I	291285	226562	2022 5	INV	P	70.84	021822	289131	HFD STATION 5 PLUMB
				ACCOUNT TOTAL			70.84			
001160	565000			PAINT AND PAINTING SPLY.						
004175	SHERWIN-WILLIAMS COM	3363-8	226359	2022 5	INV	P	48.45	021822	289221	HFD STATION 6 SIGN
				ACCOUNT TOTAL			48.45			
001160	570000			MTR VEHICLE REP. PTS/SPL						
002160	AT&T MOBILITY	287273861504X0208202	0	2022 5	INV	P	536.64	021822	288953	MB2016-287/GPS TRAC
002648	DELTA FOREMOST CHEMI	185650	226428	2022 4	INV	P	1,314.50	021822	289016	HFD TRUCK SOAP FOR
002733	EMERGENCY EQUIPMENT	467171	226585	2022 5	INV	P	159.08	021822	289026	HFD UNIT # 13932 RE
002733	EMERGENCY EQUIPMENT	467327	226458	2022 5	INV	P	699.15	021822	289026	HFD UNIT # 18100, 1
							858.23			
002739	EMPIRE TRUCK SALES(J	CE006190958	226610	2022 5	INV	P	114.81	021822	289028	HFD OIL PAN GASKETS
002739	EMPIRE TRUCK SALES(J	CE006191229	226707	2022 5	INV	P	73.85	021822	289028	HFD UNIT # 18098 RE
							188.66			
003818	O'REILLY AUTO PARTS	0943-386566	226586	2022 5	INV	P	52.24	021822	289161	HFD UNIT # 14700 HE
004465	TRUCKPRO LLC	039-0700960	225972	2022 5	INV	P	1,022.59	021822	289262	HFD SHOP SUPPLIES F
048167	MUNN WILLIAM JUSTICE	003178	226667	2022 5	INV	P	313.76	021822	289151	HFD UNIT # 18098 RE

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
							ACCOUNT TOTAL 4,286.62			
001160	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351X0208202	0	2022 5	INV	P	213.47	021822	288952	MB2016-287/WIRELESS
002160	AT&T MOBILITY	287290217384X0205202	0	2022 5	INV	P	1,892.71	021822	288950	MB2016-287/WIRELESS
							2,106.18			
							ACCOUNT TOTAL 2,106.18			
001160	612000			FREIGHT						
002648	DELTA FOREMOST CHEMI	185650	226428	2022 4	INV	P	107.34	021822	289016	HFD TRUCK SOAP FOR
002733	EMERGENCY EQUIPMENT	467059	226482	2022 4	INV	P	30.00	021822	289026	HFD THERMAL IMAGER
002733	EMERGENCY EQUIPMENT	467171	226585	2022 5	INV	P	15.00	021822	289026	HFD UNIT # 13932 RE
002733	EMERGENCY EQUIPMENT	467327	226458	2022 5	INV	P	44.40	021822	289026	HFD UNIT # 18100, 1
							89.40			
002739	EMPIRE TRUCK SALES(J	CE006190958	226610	2022 5	INV	P	35.00	021822	289028	HFD OIL PAN GASKETS
002739	EMPIRE TRUCK SALES(J	CE006191229	226707	2022 5	INV	P	35.00	021822	289028	HFD UNIT # 18098 RE
							70.00			
003744	NAFECO-NORTH AMERICA	1126441	226495	2022 5	INV	P	30.00	021822	289153	HFD FIREFIGHTING SU
							ACCOUNT TOTAL 296.74			
001160	630000			GAS						
004321	SPIRE	G2022 1/26/22	0	2022 5	INV	P	1,126.64	021822	289247	SPIRE (WILLMUT GAS)
004321	SPIRE	G2022 2/9	0	2022 5	INV	P	790.55	021822	289247	SPIRE(WILLMUT GAS)
004321	SPIRE	G2022-02/03	0	2022 5	INV	P	735.12	021822	289247	SPIRE-VARIOUS DEPAR
							2,652.31			
							ACCOUNT TOTAL 2,652.31			
001160	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2022 1/21/22	0	2022 5	INV	P	3,042.71	021822	289148	MISSISSIPPI POWER V
003700	MS POWER COMPANY	E2022 2/1	0	2022 5	INV	P	1,642.21	021822	289148	MS POWER VARIOUS DE
							4,684.92			
003873	PEARL RIVER VALLEY E	2022 1/27	0	2022 5	INV	P	555.34	021822	289171	PEARL RIVER VALLEY
004282	SOUTHERN PINE ELECTR	E2022 1/18/22	0	2022 5	INV	P	51.21	021822	289238	SOUTHERN PINE VARIO
004282	SOUTHERN PINE ELECTR	E2022 2/2/22	0	2022 5	INV	P	940.13	021822	289238	SOUTHERN PINE ELECT
							991.34			
							ACCOUNT TOTAL 6,231.60			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001160	635000				BUILDING R&M					
003824	OVERHEAD DOOR CO OF	201409	226463	2022 5	INV	P	961.25	021822	289165	HFD STATION 8 BAY D
				ACCOUNT TOTAL			961.25			
001160	638400				MOTOR VEHICLE EQ. R&M					
002169	AUTOMOTIVE GLASS SPE	1248613	226714	2022 5	INV	P	275.00	021822	288955	HFD UNIT # 18098 WI
002700	EAGLE TIRE AND SERVI	INV062054	226668	2022 5	INV	P	138.14	021822	289021	HFD UNIT # 20371 RE
002805	FERRARA FIRE APPARAT	JC111798	221164	2022 4	INV	P	3,240.00	021822	289041	HFD UNIT #20919 E4
003964	PRECISION FAB & REFU	00002	226489	2022 4	INV	P	2,437.46	021822	289190	HFD SANDBLASTING AN
004297	SOUTHERN TIRE MART (	2520085554	226718	2022 5	INV	P	983.30	021822	289241	HFD UNIT # 20315 RE
				ACCOUNT TOTAL			7,073.90			
001160	638900				SCBA EQUIP. R&M					
002441	CENTRAL ALABAMA TRAI	17042918	0	2022 5	INV	P	441.25	021822	288989	HFD AIR MONITORING
002733	EMERGENCY EQUIPMENT	466805	0	2022 4	INV	P	5,703.68	021822	289025	HFD ANNUAL FIT TEST
				ACCOUNT TOTAL			6,144.93			
001160	641000				OFFICE EQUIPMENT RENT					
004050	RICOH CORP	35780540	0	2022 5	INV	P	192.00	021822	289201	HFD ADMIN COPY MACH
004050	RICOH CORP	35866713	0	2022 5	INV	P	9.60	021822	289202	HFD LATE CHARGE FOR
004050	RICOH CORP	5063125974	0	2022 5	INV	P	141.98	021822	289201	HFD ADMIN BLACK, WH
							343.58			
				ACCOUNT TOTAL			343.58			
001160	642500				CYLINDER RENT					
002071	AIRGAS USA LLC (NORD	9985853144	0	2022 5	INV	P	36.43	021822	288933	HFD LARGE OXYGEM BO
004273	SOUTHERN GAS & SUPPL	36757116	0	2022 5	INV	P	91.11	021822	289234	HFD O2 BOTTLE RENTA
				ACCOUNT TOTAL			127.54			
				ORG 001160 TOTAL			40,250.40			
001180			LAND DEVEL.ADM.							
001180	546000				MINOR EQUIPMENT					
003457	LOWE'S OF HATTIESBUR	953504	225681	2022 5	INV	P	7.57	021822	289120	STAPLES FOR STAPLE
				ACCOUNT TOTAL			7.57			
001180	601300				DEMOLITION					
002201	BARNETT CONCRETE WOR	8272021	0	2022 5	INV	P	4,200.00	021822	288957	DEMO1504 1/2 MAIN S
002201	BARNETT CONCRETE WOR	82720212	0	2022 5	INV	P	4,500.00	021822	288957	DEMO 810 WHITNEY ST

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
002201	BARNETT CONCRETE WOR	82720213	0	2022 5	INV	P	3,200.00	021822	288957	DEMO 19 CONNER LANE
							11,900.00			
				ACCOUNT TOTAL			11,900.00			
001180	601800			LOT CLEARING						
004417	TERRY'S BACKHOE AND	1823	0	2022 5	INV	P	15,342.42	021822	289256	LOT CLEARING 0 EAST
				ACCOUNT TOTAL			15,342.42			
001180	602300			ABSTRACTING & RECORDING						
002847	FORREST COUNTY CHANC	086	0	2022 5	INV	P	341.00	021822	289046	FILING FEES, OCT 20
002847	FORREST COUNTY CHANC	087	0	2022 5	INV	P	260.00	021822	289046	FILING FEES, OCT 20
002847	FORREST COUNTY CHANC	091	0	2022 5	INV	P	364.00	021822	289046	FILING FEES, DEC 20
							965.00			
				ACCOUNT TOTAL			965.00			
001180	604900			OTHER PROFESSIONAL SERV.						
002160	AT&T MOBILITY	287273861504X0208202	0	2022 5	INV	P	204.30	021822	288953	MB2016-287/GPS TRAC
004075	RODCO, LLC	1762	0	2022 5	INV	P	500.00	021822	289208	BLDG PLAN REVIEW 13
				ACCOUNT TOTAL			704.30			
001180	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351X0208202	0	2022 5	INV	P	866.47	021822	288952	MB2016-287/WIRELESS
				ACCOUNT TOTAL			866.47			
001180	644900			OTHER RENT						
003753	NATL ASSN OF TOWN WA	16946	0	2022 5	INV	P	35.00	021822	289155	MEMBERSHIP DUES FOR
004076	ROGERS, KEVIN	PPIN 12968 22107 135	0	2022 4	INV	P	500.00	021822	289209	TITLE OPINIONS JAN
				ACCOUNT TOTAL			535.00			
001180	684000			DUES AND MEMBERSHIPS						
003202	INTL CODE COUNCIL (D	3327342	0	2022 5	INV	P	145.00	021822	289088	ICC DUES, MEMBER 11
				ACCOUNT TOTAL			145.00			
				ORG 001180 TOTAL			30,465.76			
001191				TRAFFIC MAINT.						
001191	511000			HOUSEHOLD SUPPLIES						
003772	NEWELL PAPER COMPANY	4125476	226631	2022 5	INV	P	228.14	021822	289157	TISSUE, LINERS
				ACCOUNT TOTAL			228.14			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001191	535500						WEARING APPAREL			
002795	FASTENAL COMPANY	MSHAT232883	226358	2022 5	INV	P	134.76	021822	289035	TRAFFIC GLOVES
							ACCOUNT TOTAL 134.76			
001191	554000						TRAFFIC CONTROL EQ. SPLY.			
004316	SPEEDY PRINTING & SI	29923	226673	2022 5	INV	P	112.00	021822	289246	TRAFFIC NO DUMPING
004316	SPEEDY PRINTING & SI	29924	226672	2022 5	INV	P	471.60	021822	289246	TRAFFIC TRAFFIC SIG
							583.60			
							ACCOUNT TOTAL 583.60			
001191	606000						TELEPHONE AND TELEGRAPH			
002160	AT&T MOBILITY	287273578351X0208202	0	2022 5	INV	P	72.07	021822	288952	MB2016-287/WIRELESS
							ACCOUNT TOTAL 72.07			
001191	630000						GAS			
004321	SPIRE	G2022 2/9	0	2022 5	INV	P	325.53	021822	289247	SPIRE(WILLMUT GAS)
							ACCOUNT TOTAL 325.53			
001191	630500						ELECTRICITY			
003700	MS POWER COMPANY	E2022 1/21/22	0	2022 5	INV	P	1,132.14	021822	289148	MISSISSIPPI POWER V
							ACCOUNT TOTAL 1,132.14			
001191	638400						MOTOR VEHICLE EQ. R&M			
002166	AUTO ARMATURE SERVIC	27162	226371	2022 5	INV	P	109.95	021822	288954	TRAFFIC BATTERY
							ACCOUNT TOTAL 109.95			
001191	643000						UNIFORM RENT			
002471	CINTAS CORPORATION #	4108451151	0	2022 5	INV	P	25.00	021822	288996	TRAFFIC UNIFORM SC/
002471	CINTAS CORPORATION #	4109134307	0	2022 5	INV	P	25.00	021822	288996	TRAFFIC UNIFORM SC/
002471	CINTAS CORPORATION #	4109817253	0	2022 5	INV	P	25.00	021822	288996	TRAFFIC SC/82000447
002471	CINTAS CORPORATION #	4110495513	0	2022 5	INV	P	25.00	021822	288996	TRAFFIC UNIFORM S
							100.00			
							ACCOUNT TOTAL 100.00			
001191	643500						MOP-MAT-RAG RENT			
002471	CINTAS CORPORATION #	4108450696	0	2022 5	INV	P	7.26	021822	288996	TRAFFIC MATS SC/820
002471	CINTAS CORPORATION #	4109134014	0	2022 5	INV	P	7.26	021822	288996	TRAFFIC MATS SC/820
002471	CINTAS CORPORATION #	4109816857	0	2022 5	INV	P	7.26	021822	288996	TRAFFIC MATS SC/82
002471	CINTAS CORPORATION #	4110495189	0	2022 5	INV	P	7.26	021822	288996	TRAFFIC MATS SC/8
							29.04			
							ACCOUNT TOTAL 29.04			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001191	687000				CUSTODIAL SERVICE					
002037	AB SUPPORT SERVICES	010108	225889	2022	5	INV	P	325.00	021822	288927 MB# 2022-58 JANITOR
					ACCOUNT TOTAL			325.00		
				ORG 001191	TOTAL			3,040.23		
001201			STREET DIV.							
001201	502000				MINOR OFFICE EQUIP/FURN.					
004575	WALMART STORES INC	300137568	223356	2022	5	INV	P	330.63	021822	289277 TV/SECURITY SYSTEM/
					ACCOUNT TOTAL			330.63		
001201	510000				CLEANING/JANITORIAL SPLY					
004634	WHEELER'S JANITORIAL	9550	225765	2022	5	INV	P	496.00	021822	289288 38x58 BLACK CAN LIN
					ACCOUNT TOTAL			496.00		
001201	535500				WEARING APPAREL					
002795	FASTENAL COMPANY	MSHAT232314	223667	2022	5	INV	P	251.60	021822	289035 SAFETY VEST XL 1336
					ACCOUNT TOTAL			251.60		
001201	540000				ASPHALT & ASPHALT PROD.					
004586	WARREN PAVING INC	57356	226338	2022	5	INV	P	153.70	021822	289280 HOT ASPHALT FOR VAR
					ACCOUNT TOTAL			153.70		
001201	559000				OTHER OPERATING MATL/SPLY					
002714	ECONOMY SUPPLY CO	057229	222730	2022	5	INV	P	51.00	021822	289022 6 PC 1/2 INCH REBAR
002714	ECONOMY SUPPLY CO	069881	226551	2022	5	INV	P	57.90	021822	289022 DEADBOLT LOCK/PW OF
								108.90		
					ACCOUNT TOTAL			108.90		
001201	560000				BUILDING MATERIALS & SPLY					
002239	BENNETT'S LOCK & KEY	067647	226664	2022	5	INV	P	24.95	021822	288959 MASTER LOCK SET TO
002714	ECONOMY SUPPLY CO	070198	226660	2022	5	INV	P	4.43	021822	289022 1 1/2 LINEAR 3/8" C
					ACCOUNT TOTAL			29.38		
001201	561000				PLUMBING SUPPLIES					
003543	MCELHANEY PLUMBING I	291353	226646	2022	5	INV	P	138.89	021822	289131 110 FLUSH
					ACCOUNT TOTAL			138.89		
001201	570000				MTR VEHICLE REP. PTS/SPL					
002160	AT&T MOBILITY	287273861504X0208202	0	2022	5	INV	P	2,555.05	021822	288953 MB2016-287/GPS TRAC

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
002166	AUTO ARMATURE SERVIC	123456	223603	2022 5	INV	P	159.95	021822	288954	MTG5 BATTERY UNIT 1
002166	AUTO ARMATURE SERVIC	26840	225993	2022 5	INV	P	109.95	021822	288954	6646N STARTER UNIT
002166	AUTO ARMATURE SERVIC	27159	226216	2022 5	INV	P	166.95	021822	288954	BATTERY/UNIT 21691
002166	AUTO ARMATURE SERVIC	27164	225236	2022 5	INV	P	166.95	021822	288954	MHP BATTERY UNIT 12
002166	AUTO ARMATURE SERVIC	27202	226494	2022 5	INV	P	500.85	021822	288954	BATTERIES/UNIT 1608
002166	AUTO ARMATURE SERVIC	27245	226579	2022 5	INV	P	600.00	021822	288954	INV 1478 STARTER FO
002166	AUTO ARMATURE SERVIC	27311	225643	2022 5	INV	P	159.95	021822	288954	MT65 BATTERY UNIT 1
002166	AUTO ARMATURE SERVIC	27322	226716	2022 5	INV	P	159.95	021822	288954	UNIT 14715 BATTERY
							2,024.55			
002413	CARQUEST AUTO PARTS	1458-4663	225650	2022 5	INV	P	56.82	021822	288986	FLASHERS UNIT 17018
002413	CARQUEST AUTO PARTS	14758-3851	225400	2022 5	INV	P	15.96	021822	288987	HEADLIGHT HALOGEN U
002413	CARQUEST AUTO PARTS	14758-5519	225969	2022 5	INV	P	75.98	021822	288986	BRAKE PAD PERM GOLD
002413	CARQUEST AUTO PARTS	14758-5713	226012	2022 5	INV	P	206.34	021822	288986	PAINTED ROTOR UNIT
002413	CARQUEST AUTO PARTS	14758-6732	226348	2022 4	INV	P	340.73	021822	288986	FUEL PUMP, SENDER A
002413	CARQUEST AUTO PARTS	14758-7154	226517	2022 5	INV	P	40.07	021822	288987	PARTS/UNIT#14715
002413	CARQUEST AUTO PARTS	14758-7513	226680	2022 5	INV	P	53.05	021822	288987	TPMS SENSOR UNIT 20
002413	CARQUEST AUTO PARTS	14758-7514	226681	2022 5	INV	P	10.38	021822	288987	TRAILER CONNECTOR H
002413	CARQUEST AUTO PARTS	14758-7751	226717	2022 5	INV	P	223.47	021822	288986	UNITS 19281, 19294,
002413	CARQUEST AUTO PARTS	214758-7387	226633	2022 5	INV	P	282.73	021822	288986	MOG- K80196 BALL JO
							1,305.53			
003746	NAPA AUTO PARTS	5930-644197	226720	2022 5	INV	P	78.13	021822	289154	UNIT 19281 19294 21
004297	SOUTHERN TIRE MART (	2520084462	226493	2022 5	INV	P	586.69	021822	289241	PARTS/UNIT #16722
004465	TRUCKPRO LLC	039-0700965	226581	2022 5	INV	P	215.98	021822	289262	5/16 CHAIN ITEM # Z
004514	UNIVERSITY TIRE & SE	INV187791	226125	2022 5	INV	P	882.03	021822	289269	TIRES/UNIT#20051
004514	UNIVERSITY TIRE & SE	INV189629	226605	2022 5	INV	P	345.48	021822	289269	EDGE HT OWL PUBLIC
							1,227.51			
047038	KENWORTH OF MISSISSI	0530605899	226575	2022 5	INV	P	53.96	021822	289105	SWITCH # BE13250M1D
				ACCOUNT TOTAL			8,047.40			
001201	611000			TRAVEL EXPENSE						
004017	REGIONS CARDHOLDER S	1346 - 01-31-2022	0	2022 5	INV	P	277.76	021822	289196	1346 - 01-31-2022 C
				ACCOUNT TOTAL			277.76			
001201	636099			LONG RANGE PAVING PLAN						
047056	WARREN PAVING INC	225837.1	225837	2022 5	INV	P	21,000.06	021822	289281	J ED TURNER DR SHOU
047056	WARREN PAVING INC	226131.2	226131	2022 5	INV	P	317,073.43	021822	289281	PAVING WSF TATUM BL
							338,073.49			
				ACCOUNT TOTAL			338,073.49			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001201	638400			MOTOR VEHICLE EQ. R&M						
002035	AAMCO TRANSMISSION (	144543	223351	2022 5	INV	P	8,895.00	021822	288926	TEAR DOWN, REMOVED
002252	BIG IRON DIESEL REPA	R04812	226194	2022 5	INV	P	691.52	021822	288961	REPAIRS/UNIT 13982
				ACCOUNT TOTAL			9,586.52			
001201	638700			AGRICULTURAL EQ. R&M						
003380	LANCASTER'S MACHINE	25071	226128	2022 5	INV	P	2,200.00	021822	289112	REPAIR ON UNIT 1495
003843	PARISH TRACTOR (HATT	02-198081	225945	2022 5	INV	P	3,435.06	021822	289166	REPAIRS/UNIT 16723
004297	SOUTHERN TIRE MART (	2520080411	225911	2022 5	INV	P	1,490.90	021822	289241	SERVICE CALL 15559
004297	SOUTHERN TIRE MART (	2520081717	226043	2022 5	INV	P	1,352.50	021822	289241	TRACTOR REPAIR/UNIT
							2,843.40			
				ACCOUNT TOTAL			8,478.46			
001201	639800			TOW IN CHARGES						
002282	BODY TECH INC	8807	225057	2022 5	INV	P	75.00	021822	288966	TOW FOR UNIT 20053
003253	JOHNNY'S WRECKER SER	427260	225227	2022 5	INV	P	400.00	021822	289096	TOWING FOR UNIT 160
003253	JOHNNY'S WRECKER SER	43209	0	2022 5	INV	P	350.00	021822	289096	DUMP TRUCK UNIT #16
							750.00			
003389	LARRY'S WRECKER SERV	9365	0	2022 5	INV	P	85.00	021822	289115	TOWING CHARGE UNIT
				ACCOUNT TOTAL			910.00			
001201	643000			UNIFORM RENT						
002471	CINTAS CORPORATION #	4109134131	0	2022 4	INV	P	61.78	021822	288994	UNIFORMS SC 8200044
002471	CINTAS CORPORATION #	4109134264	0	2022 4	INV	P	42.10	021822	288995	UNIFORMS SC 8200044
002471	CINTAS CORPORATION #	4109134346	0	2022 4	INV	P	146.86	021822	288993	UNIFORMS SC 8200044
002471	CINTAS CORPORATION #	4109134392	0	2022 4	INV	P	19.16	021822	288996	UNIFORM SC 82000447
002471	CINTAS CORPORATION #	4109134402	0	2022 4	INV	P	56.38	021822	288995	UNIFORMS SC 8200044
002471	CINTAS CORPORATION #	4109817091	0	2022 5	INV	P	113.51	021822	288994	UNIFORMS SC 8200044
002471	CINTAS CORPORATION #	4109817154	0	2022 5	INV	P	50.96	021822	288995	UNIFORMS SC 8200044
002471	CINTAS CORPORATION #	4109817245	0	2022 5	INV	P	105.21	021822	288994	UNIFORM SC 82000447
002471	CINTAS CORPORATION #	4109817258	0	2022 5	INV	P	19.16	021822	288996	UNIFORMS SC 8200044
002471	CINTAS CORPORATION #	4109817259	0	2022 5	INV	P	56.38	021822	288995	UNIFORMS SC 8200044
002471	CINTAS CORPORATION #	4110495364	0	2022 5	INV	P	57.51	021822	288995	UNIFORM SC 82000447
002471	CINTAS CORPORATION #	4110495394	0	2022 5	INV	P	42.10	021822	288995	UNIFORMS SC 8200044
002471	CINTAS CORPORATION #	4110495481	0	2022 5	INV	P	19.13	021822	288996	UNIFORMS SC 8200044
002471	CINTAS CORPORATION #	4110495532	0	2022 5	INV	P	105.21	021822	288994	UNIFORMS SC 8200044
002471	CINTAS CORPORATION #	4110495586	0	2022 5	INV	P	56.38	021822	288995	UNIFORMS SC 8200044
							951.83			
				ACCOUNT TOTAL			951.83			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
				ORG 001201 TOTAL				367,834.56		
001202			STREET LIGHTS							
001202	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2022 1.24	0	2022 5	INV	P		67.36	021822	289148 MS POWER 606 MOBILE
003700	MS POWER COMPANY	E2022 1/21	0	2022 5	INV	P		101.25	021822	289148 MISSISSIPPI POWER C
003700	MS POWER COMPANY	E2022 1/21/22	0	2022 5	INV	P		97,053.00	021822	289148 MISSISSIPPI POWER V
003700	MS POWER COMPANY	E2022 1/24	0	2022 5	INV	P		52.97	021822	289148 MS POWER 514 NORTH
003700	MS POWER COMPANY	E2022 2/1	0	2022 5	INV	P		3,351.77	021822	289148 MS POWER VARIOUS DE
								100,626.35		
003873	PEARL RIVER VALLEY E	2022 1/21	0	2022 5	INV	P		1,202.77	021822	289171 PEARL RIVER VALLEY
003873	PEARL RIVER VALLEY E	2022 1/25	0	2022 5	INV	P		57.11	021822	289171 PEARL RIVER VALLEY
003873	PEARL RIVER VALLEY E	2022 1/27	0	2022 5	INV	P		2,588.95	021822	289171 PEARL RIVER VALLEY
003873	PEARL RIVER VALLEY E	2022 1/28	0	2022 5	INV	P		312.73	021822	289171 PEARL RIVER VALLEY
003873	PEARL RIVER VALLEY E	2022 2/8	0	2022 5	INV	P		1,692.06	021822	289171 PEARL RIVER VALLEY
								5,853.62		
004282	SOUTHERN PINE ELECTR	E2022 1/18/22	0	2022 5	INV	P		2.36	021822	289238 SOUTHERN PINE VARIO
004282	SOUTHERN PINE ELECTR	E2022 2/2/22	0	2022 5	INV	P		1,240.98	021822	289238 SOUTHERN PINE ELECT
004282	SOUTHERN PINE ELECTR	E2022 2/3/22	0	2022 5	INV	P		65.67	021822	289238 SOUTHERN PINE ELECT
								1,309.01		
				ACCOUNT TOTAL				107,788.98		
				ORG 001202 TOTAL				107,788.98		
001203			ENGR/PUBLIC SER							
001203	501000			OTHER EXPENDABLE OFF.SPL						
003810	OFFICE PRODUCTS PLUS	966405-0	226153	2022 5	INV	P		7.00	021822	289164 OFFICE SUPPLIES - E
003810	OFFICE PRODUCTS PLUS	968817-0	226417	2022 5	INV	P		113.50	021822	289163 OFFICE SUPPLIES - E
								120.50		
				ACCOUNT TOTAL				120.50		
001203	560000			BUILDING MATERIALS & SPLY						
004256	SOLAR SUPPLY INC	3448836	226459	2022 5	INV	P		97.55	021822	289229 EXTERIOR A/C DRAIN
				ACCOUNT TOTAL				97.55		
001203	601500			ENGINEERING						
003385	LANDRY LEWIS GERMANY	CN 21-3878-002	0	2022 5	INV	P		3,040.00	021822	289114 PRE-DESIGN WORK SHA
				ACCOUNT TOTAL				3,040.00		
001203	602300			ABSTRACTING & RECORDING						
002847	FORREST COUNTY CHANC	09012021	0	2022 5	INV	P		26.00	021822	289046 DEED RECORDING-M &

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
				ACCOUNT TOTAL			26.00			
001203	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351X0208202	0	2022 5	INV	P	213.62	021822	288952	MB2016-287/WIRELESS
002160	AT&T MOBILITY	287289913717X0205202	0	2022 5	INV	P	51.98	021822	288949	MB2016-287/WIRELESS
							265.60			
				ACCOUNT TOTAL			265.60			
001203	607000			POSTAGE						
002798	FEDERAL EXPRESS	7-647-88542	0	2022 5	INV	P	28.01	021822	289037	FEDEX SHIPMENTS/VAR
				ACCOUNT TOTAL			28.01			
001203	630000			GAS						
004321	SPIRE	G2022-02/03	0	2022 5	INV	P	232.54	021822	289247	SPIRE-VARIOUS DEPAR
				ACCOUNT TOTAL			232.54			
001203	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2022 1/21/22	0	2022 5	INV	P	300.64	021822	289148	MISSISSIPPI POWER V
				ACCOUNT TOTAL			300.64			
001203	687000			CUSTODIAL SERVICE						
002037	AB SUPPORT SERVICES	010108	225889	2022 5	INV	P	425.00	021822	288927	MB# 2022-58 JANITOR
				ACCOUNT TOTAL			425.00			
				ORG 001203 TOTAL			4,535.84			
001204			SHOP DIVISION							
001204	513000			CHEMICALS						
002060	ADVANCE AUTO PARTS	5604203548862	226622	2022 5	INV	P	900.00	021822	288931	ANTIFREEZE FOR PW S
				ACCOUNT TOTAL			900.00			
001204	525000			GAS AND OIL						
004592	WASTE OIL COLLECTORS	0025465	226355	2022 5	INV	P	80.00	021822	289283	P/U USED OIL
				ACCOUNT TOTAL			80.00			
001204	559000			OTHER OPERATING MATL/SPLY						
002413	CARQUEST AUTO PARTS	14758-7247	226568	2022 5	INV	P	56.66	021822	288987	DAB A DO/PW SHOP
				ACCOUNT TOTAL			56.66			
001204	570000			MTR VEHICLE REP. PTS/SPL						
002166	AUTO ARMATURE SERVIC	27161	226130	2022 4	INV	P	59.95	021822	288954	CABLE ENDS FOR JUMP
002413	CARQUEST AUTO PARTS	14758-7315	226620	2022 5	INV	P	51.90	021822	288987	MED BLK STRNG/PW SH

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
002413	CARQUEST AUTO PARTS	14758-7751	226717	2022 5	INV	P	255.84	021822	288986	UNITS 19281, 19294,
							307.74			
				ACCOUNT TOTAL			367.69			
001204	630000			GAS						
004321	SPIRE	G2022-02/03	0	2022 5	INV	P	1,807.81	021822	289247	SPIRE-VARIOUS DEPAR
				ACCOUNT TOTAL			1,807.81			
001204	643000			UNIFORM RENT						
002471	CINTAS CORPORATION #	4109134342	0	2022 4	INV	P	62.74	021822	288994	UNIFORM RENTAL/PW S
002471	CINTAS CORPORATION #	4109817241	0	2022 5	INV	P	62.74	021822	288994	UNIFORM RENTAL/PW S
002471	CINTAS CORPORATION #	4110495466	0	2022 5	INV	P	56.85	021822	288995	UNIFORM RENTAL/PW S
							182.33			
				ACCOUNT TOTAL			182.33			
				ORG 001204 TOTAL			3,394.49			
001205		G O & F S DIV.								
001205	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2022 1/21/22	0	2022 5	INV	P	67.72	021822	289148	MISSISSIPPI POWER V
				ACCOUNT TOTAL			67.72			
				ORG 001205 TOTAL			67.72			
001206		DRAINAGE DIV.								
001206	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351X0208202	0	2022 5	INV	P	480.17	021822	288952	MB2016-287/WIRELESS
002160	AT&T MOBILITY	287290252011X0205202	0	2022 5	INV	P	1,516.79	021822	288951	MB2016-287/WIRELESS
							1,996.96			
				ACCOUNT TOTAL			1,996.96			
001206	729500			OTHER IMPROVEMENTS						
004058	RJM MCQUEEN CONTRACT	2503	0	2022 5	INV	P	2,272.40	021822	289207	MB 2020-179 PIONEER
				ACCOUNT TOTAL			2,272.40			
				ORG 001206 TOTAL			4,269.36			
001207		CONSTRUCTION								
001207	559000			OTHER OPERATING MATL/SPLY						
002239	BENNETT'S LOCK & KEY	067654	226704	2022 5	INV	P	80.40	021822	288959	LOCKS FOR HVAC VAN/
002714	ECONOMY SUPPLY CO	069880	226509	2022 5	INV	P	72.90	021822	289022	KEYLOCKS/TWIN FORK
002714	ECONOMY SUPPLY CO	070229	226658	2022 5	INV	P	38.90	021822	289022	FUEL/BLADE/CONST DE

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
002714	ECONOMY SUPPLY CO	070550	226733	2022 5	INV	P	35.90	021822	289022	BLADES FOR CONST DE
							147.70			
003457	LOWE'S OF HATTIESBUR	924261-IGBYPU	226345	2022 5	INV	P	118.76	021822	289120	SHOVELS & ELECTRIC
003457	LOWE'S OF HATTIESBUR	953670-IFJDYP	226253	2022 5	INV	P	56.97	021822	289120	TOOL ASSY/CONST DEP
003457	LOWE'S OF HATTIESBUR	953672-IFJDYQ	225748	2022 5	INV	P	85.47	021822	289120	BLADES FOR DRILLS/C
003457	LOWE'S OF HATTIESBUR	967923-IGMWVW	226392	2022 5	INV	P	399.35	021822	289120	MATERIAL FOR CONST
							660.55			
003681	MS FIRE & SAFETY OF	76522	0	2022 5	INV	P	79.00	021822	289145	FIRE EXTINGUISHER/P
003772	NEWELL PAPER COMPANY	4124559	226405	2022 5	INV	P	13.25	021822	289157	MAXIPLUS DUST PAN/C
				ACCOUNT TOTAL			980.90			
001207	560500			ELECTRICAL SUPPLIES						
003457	LOWE'S OF HATTIESBUR	924261-IGBYPU	226345	2022 5	INV	P	347.44	021822	289120	SHOVELS & ELECTRIC
003457	LOWE'S OF HATTIESBUR	953761- IFXJHY	226331	2022 5	INV	P	49.37	021822	289120	MAG ID BEAM/CONST D
							396.81			
				ACCOUNT TOTAL			396.81			
001207	570000			MTR VEHICLE REP. PTS/SPL						
002413	CARQUEST AUTO PARTS	14758-7295	226608	2022 5	INV	P	24.84	021822	288987	HEADLIGHT FOR UNIT#
				ACCOUNT TOTAL			24.84			
001207	604900			OTHER PROFESSIONAL SERV.						
002523	COMCAST CABLEVISION	02012022	0	2022 5	INV	P	6.27	021822	289006	ACCT#83964107307341
003191	INTERFACE SECURITY S	20158534	0	2022 4	INV	P	46.99	021822	289087	SECURITY SYSTEMS/TW
				ACCOUNT TOTAL			53.26			
001207	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351X0208202	0	2022 5	INV	P	122.16	021822	288952	MB2016-287/WIRELESS
				ACCOUNT TOTAL			122.16			
001207	638300			GENERATOR R&M						
047490	PRECISION COMMUNICAT	15808	0	2022 5	INV	P	712.50	021822	289189	PERFORM CONTROL REP
				ACCOUNT TOTAL			712.50			
001207	638400			MOTOR VEHICLE EQ. R&M						
002035	AAMCO TRANSMISSION (	I144531	226523	2022 4	INV	P	4,602.33	021822	288926	REPAIR ON UNIT#1521
				ACCOUNT TOTAL			4,602.33			

INVOICE LIST BY GL ACCOUNT

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ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001207	642500			CYLINDER RENT						
002071	AIRGAS USA LLC (NORD	9985853142	0	2022 5	INV	P	357.02	021822	288933	CYLINDER RENTAL/PW
002071	AIRGAS USA LLC (NORD	9985853143	0	2022 5	INV	P	160.78	021822	288933	CYLINDER RENTAL/01.
							517.80			
				ACCOUNT TOTAL			517.80			
001207	643000			UNIFORM RENT						
002471	CINTAS CORPORATION #	4109134136	0	2022 4	INV	P	62.85	021822	288994	UNIFORM RENTAL/CONS
002471	CINTAS CORPORATION #	4109817057	0	2022 5	INV	P	62.85	021822	288994	UNIFORM RENTAL/CONS
002471	CINTAS CORPORATION #	4110495357	0	2022 5	INV	P	62.85	021822	288994	UNIFORM RENTAL/SC#8
							188.55			
				ACCOUNT TOTAL			188.55			
				ORG 001207 TOTAL			7,599.15			
001220			SANITATION DIV.							
001220	511000			HOUSEHOLD SUPPLIES						
004575	WALMART STORES INC	382951807	226540	2022 5	INV	P	125.00	021822	289277	VACUUM FOR SANITATI
				ACCOUNT TOTAL			125.00			
001220	559001			OTHER OPERATING SPLY-RECYCLING						
047740	GARBO GRABBER, LLC	PO#00226692	226692	2022 5	INV	P	746.90	021822	289054	HAND GRABBERS FOR R
				ACCOUNT TOTAL			746.90			
001220	560000			BUILDING MATERIALS & SPLY						
002901	GILKEY ELECTRIC SUPP	351464	226749	2022 5	INV	P	470.75	021822	289058	RADIO RECEPTACLES F
				ACCOUNT TOTAL			470.75			
001220	570000			MTR VEHICLE REP. PTS/SPL						
002169	AUTOMOTIVE GLASS SPE	W248599	226700	2022 5	INV	P	398.00	021822	288955	UNIT 19755 WINDSHIE
002252	BIG IRON DIESEL REPA	R04813	226483	2022 5	INV	P	906.64	021822	288961	UNIT 20072 THERMOST
002367	BURROUGHS DIESEL INC	86558	226572	2022 5	INV	P	124.98	021822	288979	UNIT 21388 HEADLIGH
002413	CARQUEST AUTO PARTS	14758-6796	226412	2022 4	INV	P	71.88	021822	288986	U-JOINT FOR UNITS 2
002413	CARQUEST AUTO PARTS	14758-7210	226542	2022 5	INV	P	61.01	021822	288986	UNIT 17412 BRAKE SE
002413	CARQUEST AUTO PARTS	14758-7277	226513	2022 5	INV	P	345.03	021822	288986	UNIT 17412 OXYGEN S
002413	CARQUEST AUTO PARTS	14758-7278	226590	2022 5	INV	P	294.01	021822	288986	UNIT 17529 BRAKE RE
							771.93			
002738	EMPIRE TRUCK SALES	CE006176034:01	220849	2022 4	INV	P	70.64	021822	289027	VALVE BRACKET UNIT
002738	EMPIRE TRUCK SALES	CE006189093:01	226268	2022 4	INV	P	486.40	021822	289027	AIR DRYER SS1200 UN
002738	EMPIRE TRUCK SALES	CEOO6189105:01	226265	2022 4	INV	P	2,026.84	021822	289027	SPRING ASSY UNIT 20

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
							2,583.88			
002739	EMPIRE TRUCK SALES(J	CE006189989:01	226455	2022 4	INV	P	220.60	021822	289028	UNIT 20070 TENSIONE
002739	EMPIRE TRUCK SALES(J	CE006190651:01	226508	2022 5	INV	P	46.58	021822	289028	AIR BAG FOR SANITAT
002739	EMPIRE TRUCK SALES(J	CE006190852:01	226559	2022 5	INV	P	196.82	021822	289028	UNIT 19947 TANK SUR
002739	EMPIRE TRUCK SALES(J	CE006190853:01	226560	2022 5	INV	P	261.09	021822	289028	UNIT 20072 WATER PU
002739	EMPIRE TRUCK SALES(J	CE006190977:01	226616	2022 5	INV	P	229.00	021822	289028	UNIT 20072 REPAIR P
002739	EMPIRE TRUCK SALES(J	CE006191120:01	226666	2022 5	INV	P	93.16	021822	289028	AIR BAGS FOR SANITA
							1,047.25			
003034	HATTIESBURG HYDRAULI	93270	226461	2022 5	INV	P	607.88	021822	289072	UNIT 20074 HOSE ASS
003114	HOL-MAC CORPORATION	382364	226539	2022 5	INV	P	1,044.81	021822	289078	UNIT 19948 BUSH REP
003114	HOL-MAC CORPORATION	382366	226643	2022 5	INV	P	411.87	021822	289078	UNIT 19948 ROD PIN
							1,456.68			
004120	SANSOM EQUIPMENT CO	P02552	226780	2022 5	INV	P	761.42	021822	289215	UNIT 20090 SOLENOID
004120	SANSOM EQUIPMENT CO	P2394	226683	2022 5	INV	P	408.88	021822	289215	UNIT 20089 FILTER H
							1,170.30			
004139	SCOTTS HYDRAULIC SER	49135	226711	2022 5	INV	P	1,469.29	021822	289216	UNIT 20072 HOSE/PRE
004139	SCOTTS HYDRAULIC SER	49145	226735	2022 5	INV	P	1,519.87	021822	289216	UNIT 21704 CYLINDER
							2,989.16			
004297	SOUTHERN TIRE MART (	2520083123	0	2022 4	INV	P	529.70	021822	289241	SERVICE CALL ON 1/1
004465	TRUCKPRO LLC	039-0700721	226440	2022 4	INV	P	2,075.11	021822	289262	BRAKE KITS FOR SANI
004465	TRUCKPRO LLC	039-0701320	226693	2022 5	INV	P	836.67	021822	289262	BRAKE KITS FOR SANI
							2,911.78			
004514	UNIVERSITY TIRE & SE	INV189720	226619	2022 5	INV	P	74.95	021822	289269	UNIT 14145 FRONT EN
004597	WATERS INTERNATIONAL	08P824558	226736	2022 5	INV	P	62.96	021822	289285	HARNESS/GROMMETS FO
004597	WATERS INTERNATIONAL	08P824639	226784	2022 5	INV	P	32.81	021822	289285	UNIT 20073 AIRLINE
							95.77			
047038	KENWORTH OF MISSISSI	0530605094	226376	2022 4	INV	P	156.00	021822	289105	AIR FILTER FOR SANI
047038	KENWORTH OF MISSISSI	0530605193	226376	2022 5	INV	P	135.48	021822	289105	AIR FILTER FOR SANI
047038	KENWORTH OF MISSISSI	0530605412	226376	2022 5	INV	P	278.70	021822	289105	AIR FILTER FOR SANI
							570.18			
				ACCOUNT TOTAL			16,239.08			

001220 612000 FREIGHT

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
002738	EMPIRE TRUCK SALES	CE006176034:01	220849	2022 4	INV	P	20.00	021822	289027	VALVE BRACKET UNIT
002739	EMPIRE TRUCK SALES(J	CE006189989:01	226455	2022 4	INV	P	30.00	021822	289028	UNIT 20070 TENSIONE
004120	SANSOM EQUIPMENT CO	P2394	226683	2022 5	INV	P	122.08	021822	289215	UNIT 20089 FILTER H
047740	GARBO GRABBER, LLC	PO#00226692	226692	2022 5	INV	P	118.08	021822	289054	HAND GRABBERS FOR R
				ACCOUNT TOTAL			290.16			
001220	638400			MOTOR VEHICLE EQ. R&M						
002252	BIG IRON DIESEL REPA	R04817	226730	2022 5	INV	P	9,178.03	021822	288961	TEAR DOWN & REPAIR
002413	CARQUEST AUTO PARTS	14758-5715	226028	2022 4	INV	P	549.98	021822	288986	UNIT 9609 REPAIR-QU
004297	SOUTHERN TIRE MART (	2520082614	226372	2022 4	INV	P	5,450.08	021822	289241	TIRES FOR SANITATIO
004297	SOUTHERN TIRE MART (	2520084781	226580	2022 5	INV	P	6,150.08	021822	289241	TIRES FOR SANITATIO
							11,600.16			
				ACCOUNT TOTAL			21,328.17			
001220	639800			TOW IN CHARGES						
003253	JOHNNY'S WRECKER SER	43102	0	2022 5	INV	P	400.00	021822	289096	PICKUP UNIT 20073 A
				ACCOUNT TOTAL			400.00			
001220	643000			UNIFORM RENT						
002471	CINTAS CORPORATION #	4109134639	0	2022 5	INV	P	216.94	021822	288993	SC8200044758-SANITA
002471	CINTAS CORPORATION #	4109817610	0	2022 5	INV	P	235.69	021822	288993	CINTAS UNIFORM INV.
002471	CINTAS CORPORATION #	4110495875	0	2022 5	INV	P	227.59	021822	288993	SC8200044758 SANIT
							680.22			
				ACCOUNT TOTAL			680.22			
001220	643500			MOP-MAT-RAG RENT						
002471	CINTAS CORPORATION #	4109134017	0	2022 5	INV	P	32.19	021822	288995	SC8200044758-SANITA
002471	CINTAS CORPORATION #	4109816983	0	2022 5	INV	P	36.83	021822	288995	SC8200044758- SANIT
002471	CINTAS CORPORATION #	4110495239	0	2022 5	INV	P	36.83	021822	288995	SC8200044758 SANIT.
							105.85			
				ACCOUNT TOTAL			105.85			
001220	688000			TIPPING FEES						
002007	98 WASTE LLC	4036	0	2022 5	INV	P	1,365.00	021822	288925	MB2016-322 PARKS &
002007	98 WASTE LLC	4073	0	2022 5	INV	P	11,060.00	021822	288925	MB2016-322 SANITATI
002007	98 WASTE LLC	4099	0	2022 5	INV	P	2,156.00	021822	288925	MB2016-322 CODE ENF
002007	98 WASTE LLC	4112	0	2022 5	INV	P	4,060.00	021822	288925	MB2016-322 RUBBISH
							18,641.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
003920 PINE BELT REGIONAL S	6656	0	2022 5	INV	P	39,518.89	021822	289181	MB197-1/451-454 SAN
004591 WASTE MANAGEMENT OF	0013098-526-1	0	2022 5	INV	P	693.85	021822	289282	MB2003-5/484 SANITA
			ACCOUNT TOTAL			58,853.74			
001220 689000			RECYCLING FEES						
004030 REPUBLIC SERVICES IN	0991-000331639	225500	2022 5	INV	P	9,436.70	021822	289199	MB#2020-292 RECYCLE
004030 REPUBLIC SERVICES IN	0991-000331639B	226169	2022 5	INV	P	898.50	021822	289199	RECYCLING-REPUBLIC
004030 REPUBLIC SERVICES IN	0991-00331639	225714	2022 5	INV	P	8,007.94	021822	289199	OPEN P.O.-RECYCLING
						18,343.14			
			ACCOUNT TOTAL			18,343.14			
			ORG 001220 TOTAL			117,583.01			
001250		HEALTH DIVISION							
001250 575500			AGRICLTRL REPAIR PTS/SPL						
002083 ALLBRITTON CHAIN SAW	87718	225928	2022 4	INV	P	343.76	021822	288937	CHAIN CUT LOOP ITM
004297 SOUTHERN TIRE MART (	2520080112	225867	2022 5	INV	P	160.50	021822	289241	FOAM FILL FOR UNIT
			ACCOUNT TOTAL			504.26			
001250 638700			AGRICULTURAL EQ. R&M						
003615 MISSISSIPPI AG COMPA	W82791	225759	2022 5	INV	P	153.70	021822	289139	SHIFT CABLE ADJUSTI
			ACCOUNT TOTAL			153.70			
			ORG 001250 TOTAL			657.96			
001260		ANIMAL CONTROL							
001260 699900			SERVICES NOT SPECIFIED						
004283 SOUTHERN PINES ANIMA	2022-02	0	2022 5	INV	P	15,000.00	021822	289239	MB#2020-678 HOUSING
			ACCOUNT TOTAL			15,000.00			
			ORG 001260 TOTAL			15,000.00			
001280		HUMAN/SOC.ASST							
001280 682022			RAILS TO TRAILS						
003874 PEARL TO LEAF RIVER	020222	0	2022 5	INV	P	115,000.00	021822	289172	1/4 MILL CONTRIBUTI
			ACCOUNT TOTAL			115,000.00			
			ORG 001280 TOTAL			115,000.00			
001551		AIRPORT DIV.							
001551 630000			GAS						
004321 SPIRE	G2022 1/26	0	2022 5	INV	P	71.55	021822	289247	SPIRE (WILLMUT GAS)

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
004321	SPIRE	G2022-02/03	0	2022 5	INV	P	35.50	021822	289247	SPIRE-VARIOUS DEPAR
							107.05			
				ACCOUNT TOTAL			107.05			
				ORG 001551 TOTAL			107.05			
001553			CEMETERY DIV							
001553	501000			OTHER EXPENDABLE OFF.SPL						
003177	INDOFF INC	3542249	226582	2022 5	INV	P	149.53	021822	289083	BRTTB820-BROTHER TN
				ACCOUNT TOTAL			149.53			
001553	541500			SAND,CLAY,GRVL,FILL DIRT						
002359	BURGE EXCAVATING & G	1761	226534	2022 5	INV	P	530.00	021822	288978	FURNISH AND DELIVER
				ACCOUNT TOTAL			530.00			
001553	546000			MINOR EQUIPMENT						
002413	CARQUEST AUTO PARTS	14758-7714	226727	2022 5	INV	P	46.04	021822	288986	EQUIPMENT MAINTANEN
				ACCOUNT TOTAL			46.04			
001553	559000			OTHER OPERATING MATL/SPLY						
002071	AIRGAS USA LLC (NORD	9985853141	0	2022 5	INV	P	66.83	021822	288933	ACETYLENE AND OXYGE
				ACCOUNT TOTAL			66.83			
001553	570000			MTR VEHICLE REP. PTS/SPL						
002413	CARQUEST AUTO PARTS	14758-7285	226589	2022 5	INV	P	75.50	021822	288986	TRUCK MAINTENANCE P
004299	SOUTHERN TIRE MART L	2520070548	0	2022 4	INV	P	719.84	021822	289242	PURCHASE ORDER# 223
004597	WATERS INTERNATIONAL	08P823851	226621	2022 5	INV	P	380.97	021822	289285	PART FOR KNUCKLE-BO
				ACCOUNT TOTAL			1,176.31			
001553	575500			AGRICLTRL REPAIR PTS/SPL						
002413	CARQUEST AUTO PARTS	14758-7714	226727	2022 5	INV	P	36.69	021822	288986	EQUIPMENT MAINTANEN
004299	SOUTHERN TIRE MART L	2520065043	0	2022 4	INV	P	154.16	021822	289242	PURCHASE ORDER#2223
				ACCOUNT TOTAL			190.85			
001553	604900			OTHER PROFESSIONAL SERV.						
003634	MOLLY MAID	0222	0	2022 5	INV	P	245.00	021822	289142	MB#2002-2/267-CLEAN
				ACCOUNT TOTAL			245.00			
001553	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351X0208202	0	2022 5	INV	P	180.24	021822	288952	MB2016-287/WIRELESS

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
				ACCOUNT TOTAL			180.24			
001553	612000			FREIGHT						
003177	INDOFF INC	3542249	226582	2022 5	INV	P	22.00	021822	289083	BRTTB820-BROTHER TN
				ACCOUNT TOTAL			22.00			
001553	630000			GAS						
004321	SPIRE	G2022-02/03	0	2022 5	INV	P	187.16	021822	289247	SPIRE-VARIOUS DEPAR
				ACCOUNT TOTAL			187.16			
001553	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2022 1/21/22	0	2022 5	INV	P	477.57	021822	289148	MISSISSIPPI POWER V
003873	PEARL RIVER VALLEY E	2022 1/27	0	2022 5	INV	P	39.84	021822	289171	PEARL RIVER VALLEY
				ACCOUNT TOTAL			517.41			
001553	638400			MOTOR VEHICLE EQ. R&M						
004597	WATERS INTERNATIONAL	08S827306	226694	2022 5	INV	P	897.57	021822	289285	SENSOR REPLACEMENT/
				ACCOUNT TOTAL			897.57			
001553	638700			AGRICULTURAL EQ. R&M						
002304	BRACKMAN MOWER WAREH	18039	226548	2022 5	INV	P	46.98	021822	288972	460 CHAINSAW REPAIR
002304	BRACKMAN MOWER WAREH	18089	226624	2022 5	INV	P	81.25	021822	288972	HUSQVARNA 3120XP CH
							128.23			
				ACCOUNT TOTAL			128.23			
001553	643000			UNIFORM RENT						
002471	CINTAS CORPORATION #	4106401471	0	2022 4	INV	P	72.52	021822	288994	ST CONT.# 820004475
002471	CINTAS CORPORATION #	4107087657	0	2022 4	INV	P	72.52	021822	288994	ST CONT.# 820004475
002471	CINTAS CORPORATION #	4107766741	0	2022 4	INV	P	72.52	021822	288994	ST CONT.# 820004475
002471	CINTAS CORPORATION #	4108453706	0	2022 4	INV	P	65.27	021822	288994	ST CONT.# 820004475
002471	CINTAS CORPORATION #	4109136742	0	2022 4	INV	P	171.26	021822	288993	ST CONT.# 820004475
							454.09			
				ACCOUNT TOTAL			454.09			
001553	643500			MOP-MAT-RAG RENT						
002471	CINTAS CORPORATION #	4018453655	0	2022 4	INV	P	25.35	021822	288995	ST CONT.# 820004475
002471	CINTAS CORPORATION #	4106401460	0	2022 4	INV	P	25.35	021822	288995	ST CONT.# 820004475
002471	CINTAS CORPORATION #	4107087653	0	2022 4	INV	P	25.35	021822	288995	ST CONT.# 820004475
002471	CINTAS CORPORATION #	4107766752	0	2022 4	INV	P	25.35	021822	288995	ST CONT.# 820004475
002471	CINTAS CORPORATION #	4109136654	0	2022 4	INV	P	25.35	021822	288995	ST CONT.# 820004475
							126.75			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
				ACCOUNT TOTAL			126.75			
001553	721200			FENCES/RAILINGS						
004504	UNITED FENCE COMPANY	21502	226165	2022	5	INV	P 883.00	021822	289265	FENCE PROJECT AT HI
				ACCOUNT TOTAL			883.00			
				ORG 001553 TOTAL			5,801.01			
001560			PARKING OPER.							
001560	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2022 1/21/22	0	2022	5	INV	P 1,120.44	021822	289148	MISSISSIPPI POWER V
				ACCOUNT TOTAL			1,120.44			
001560	640200			PARKING GARAGE/LOT RENT						
003789	NORFOLK SOUTHERN COR	92452265	0	2022	5	INV	P 2,111.52	021822	289160	LEASE RR PKG LOT MB
				ACCOUNT TOTAL			2,111.52			
				ORG 001560 TOTAL			3,231.96			
	FUND 001 REVENUES				TOTAL:		1,783,356.62			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
002300			PKS/REC-RECREATION MAINT. DIV.							
002300	501000		OTHER EXPENDABLE OFF.SPL							
003177	INDOFF INC	3538465	226393	2022	5	INV	P	327.09	021822	289083 P&R TATUM REC OFFIC
			ACCOUNT TOTAL					327.09		
002300	510000		CLEANING/JANITORIAL SPLY							
002729	ELKINS WHOLESALE INC	475915	226545	2022	5	INV	P	53.24	021822	289024 P&R GRNDS MAINT-JAN
002729	ELKINS WHOLESALE INC	476171	226598	2022	5	INV	P	789.82	021822	289024 P&R GRNDS MAINT-JAN
								843.06		
			ACCOUNT TOTAL					843.06		
002300	525000		GAS AND OIL							
001002	CITY OF HATTIESBURG	1/1/22	0	2022	5	INV	P	6,669.11	021822	288998 1/22 FUEL ALLOCATIO
			ACCOUNT TOTAL					6,669.11		
002300	544000		HORT./LANDSCAPING SPLY.							
003897	PHILLIPS BARK PROCES	149963	226497	2022	5	INV	P	1,185.24	021822	289175 P&R GRNDS MAINT-MUL
			ACCOUNT TOTAL					1,185.24		
002300	560000		BUILDING MATERIALS & SPLY							
002714	ECONOMY SUPPLY CO	068898	226274	2022	5	INV	P	964.20	021822	289022 P&R EASTSIDE-BUILDI
002714	ECONOMY SUPPLY CO	069773	226533	2022	5	INV	P	247.58	021822	289022 P&R SAN ANTONIO-BUI
002714	ECONOMY SUPPLY CO	070222	226550	2022	5	INV	P	380.00	021822	289022 P&R TATUM BB-BUILDI
								1,591.78		
004017	REGIONS CARDHOLDER S	1346 - 01-31-2022	0	2022	5	INV	P	167.50	021822	289196 1346 - 01-31-2022 C
			ACCOUNT TOTAL					1,759.28		
002300	560500		ELECTRICAL SUPPLIES							
002901	GILKEY ELECTRIC SUPP	344791	225862	2022	5	INV	P	590.00	021822	289058 P&R TSP ELECTRICAL
			ACCOUNT TOTAL					590.00		
002300	561000		PLUMBING SUPPLIES							
003543	MCELHANEY PLUMBING I	291095	226535	2022	5	INV	P	138.89	021822	289131 P&R PPL PARK-PLUMBI
			ACCOUNT TOTAL					138.89		
002300	565000		PAINT AND PAINTING SPLY.							
003926	PIONEER MANUFACTURIN	INV823572	226536	2022	5	INV	P	2,692.60	021822	289182 P&R REC MAINT BALLF
003926	PIONEER MANUFACTURIN	INV823973	226536	2022	5	INV	P	1,806.00	021822	289182 P&R REC MAINT BALLF
								4,498.60		

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ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
				ACCOUNT TOTAL			4,498.60			
002300	570000			MTR VEHICLE REP. PTS/SPL						
002083	ALLBRITTON CHAIN SAW	12289	226327	2022 5	INV	P	20.00	021822	288937	P&R GRNDS MAINT REP
002413	CARQUEST AUTO PARTS	14758-6783	226378	2022 5	INV	P	82.06	021822	288986	P&R TRK UNIT 21723-
002413	CARQUEST AUTO PARTS	14758-6999	226488	2022 5	INV	P	311.87	021822	288986	P&R TRK UNIT 18561-
002413	CARQUEST AUTO PARTS	14758-7325	226623	2022 5	INV	P	269.67	021822	288986	P&R TRK UNIT 9603-R
002413	CARQUEST AUTO PARTS	14758-7425	226652	2022 5	INV	P	77.16	021822	288986	P&R TRK UNIT 9603-R
							740.76			
				ACCOUNT TOTAL			760.76			
002300	575500			AGRICLTRL REPAIR PTS/SPL						
002166	AUTO ARMATURE SERVIC	27250	226594	2022 5	INV	P	59.95	021822	288954	P&R GATOR 20857-BAT
002304	BRACKMAN MOWER WAREH	15617	225022	2022 5	INV	P	129.00	021822	288972	P&R MOWER 21325-SER
002304	BRACKMAN MOWER WAREH	17005	226546	2022 5	INV	P	81.90	021822	288972	P&R MOWER 21597-BEL
002304	BRACKMAN MOWER WAREH	17486	226139	2022 5	INV	P	146.00	021822	288972	P&R MOWER UNIT 2109
002304	BRACKMAN MOWER WAREH	17487	226140	2022 5	INV	P	55.26	021822	288972	P&R MOWER UNIT 1946
002304	BRACKMAN MOWER WAREH	18060	226543	2022 5	INV	P	354.28	021822	288972	P&R MOWER 20823-SER
							766.44			
				ACCOUNT TOTAL			826.39			
002300	604900			OTHER PROFESSIONAL SERV.						
002275	BLUE DOLPHIN POOLS	44996	0	2022 5	INV	P	720.00	021822	288965	P&R VET/CITYHALL/CU
003381	LANDARC CONSULTING G	06-1974	0	2022 5	INV	P	4,830.00	021822	289113	I-59/98 BEAUTIFICAT
				ACCOUNT TOTAL			5,550.00			
002300	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351X0208202	0	2022 5	INV	P	505.02	021822	288952	MB2016-287/WIRELESS
				ACCOUNT TOTAL			505.02			
002300	612000			FREIGHT						
003177	INDOFF INC	3538465	226393	2022 5	INV	P	23.62	021822	289083	P&R TATUM REC OFFIC
003897	PHILLIPS BARK PROCES	149963	226497	2022 5	INV	P	249.76	021822	289175	P&R GRNDS MAINT-MUL
				ACCOUNT TOTAL			273.38			
002300	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2022 1/21/22	0	2022 5	INV	P	1,259.79	021822	289148	MISSISSIPPI POWER V
003700	MS POWER COMPANY	E2022 2/1	0	2022 5	INV	P	48.61	021822	289148	MS POWER VARIOUS DE
							1,308.40			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
						ACCOUNT TOTAL 1,308.40			
002300 638000						FIXED EQUIPMENT R&M			
003242 JEFCOAT FENCE OF HAT	0023560	226389	2022	5	INV	P 2,454.00	021822	289094	P&R JAYCEE/KAMPER-L
						ACCOUNT TOTAL 2,454.00			
002300 638400						MOTOR VEHICLE EQ. R&M			
003246 JERRY'S AUTOMOTIVE R	21513	226276	2022	5	INV	P 79.75	021822	289095	P&R TRK UNIT 11214-
003246 JERRY'S AUTOMOTIVE R	21539	226403	2022	5	INV	P 79.75	021822	289095	P&R TRK UNIT 21625-
						159.50			
						ACCOUNT TOTAL 159.50			
002300 638700						AGRICULTURAL EQ. R&M			
002304 BRACKMAN MOWER WAREH	15617	225022	2022	5	INV	P 45.07	021822	288972	P&R MOWER 21325-SER
002304 BRACKMAN MOWER WAREH	17486	226139	2022	5	INV	P 87.40	021822	288972	P&R MOWER UNIT 2109
002304 BRACKMAN MOWER WAREH	17487	226140	2022	5	INV	P 67.26	021822	288972	P&R MOWER UNIT 1946
002304 BRACKMAN MOWER WAREH	18060	226543	2022	5	INV	P 160.00	021822	288972	P&R MOWER 20823-SER
						359.73			
						ACCOUNT TOTAL 359.73			
002300 639600						SIGN PAINTING			
004316 SPEEDY PRINTING & SI	29900	226547	2022	5	INV	P 440.00	021822	289246	P&R TATUM SOCCER-FI
						ACCOUNT TOTAL 440.00			
002300 639800						TOW IN CHARGES			
003869 PEANUTS TOWING SERVI	098873	0	2022	5	INV	P 85.00	021822	289170	P&R TRK UNIT 11214-
003869 PEANUTS TOWING SERVI	098874	0	2022	5	INV	P 85.00	021822	289170	P&R TRK UNIT 21625-
003869 PEANUTS TOWING SERVI	098897	0	2022	5	INV	P 85.00	021822	289170	P&R TRK UNIT 18561-
003869 PEANUTS TOWING SERVI	098971	0	2022	5	INV	P 85.00	021822	289170	P&R TRK UNIT 21625-
						340.00			
						ACCOUNT TOTAL 340.00			
002300 643000						UNIFORM RENT			
002471 CINTAS CORPORATION #	4108883214	0	2022	5	INV	P 163.22	021822	288993	P&R GRNDS MAINT UNI
002471 CINTAS CORPORATION #	410955	0	2022	5	INV	P 163.22	021822	288993	P&R GRNDS MAINT UNI
						326.44			
						ACCOUNT TOTAL 326.44			
002300 644900						OTHER RENT			
002071 AIRGAS USA LLC (NORD	9983675273	0	2022	5	INV	P 67.87	021822	288933	P&R GRNDS MAINT CYL
002071 AIRGAS USA LLC (NORD	9984419249	0	2022	5	INV	P 67.87	021822	288933	P&R GRNDS MAINT CYL
002071 AIRGAS USA LLC (NORD	9985853145	0	2022	5	INV	P 67.87	021822	288933	P&R GRNDS MAINT CYL

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
							203.61			
002471	CINTAS CORPORATION #	4108882835	0	2022 5	INV	P	33.66	021822	288995	P&R GRNDS MAINT MAT
002471	CINTAS CORPORATION #	4109558231	0	2022 5	INV	P	33.66	021822	288995	P&R GRNDS MAINT MAT
							67.32			
047043	PORTABLE TOILETS	86666	225799	2022 5	INV	P	1,885.00	021822	289186	P&R TSP-TWO QUOTE P
				ACCOUNT TOTAL			2,155.93			
002300	687000			CUSTODIAL SERVICE						
002037	AB SUPPORT SERVICES	010109	225007	2022 5	INV	P	380.00	021822	288927	MB# 2021-1274 JANIT
				ACCOUNT TOTAL			380.00			
002300	699900			SERVICES NOT SPECIFIED						
002777	FAGAN TREE AND SPRAY	3721	226328	2022 5	INV	P	4,999.00	021822	289033	P&R HWY 49/DOWNTOWN
003331	KINSEY WELDING	5273	0	2022 5	INV	P	1,100.00	021822	289108	P&R TATUM PARK-LABO
047187	FOUR SEASONS LAWN	12050	0	2022 5	INV	P	350.00	021822	289048	P&R 38TH AVE-LAWN M
				ACCOUNT TOTAL			6,449.00			
				ORG 002300 TOTAL			38,299.82			
002315			PKS/REC-REC.ADMIN/COM.REL.							
002315	551000			RECREATIONAL SUPPLIES						
003937	PLAY IT AGAIN SPORTS	000839	226479	2022 4	INV	P	340.00	021822	289184	ADULT BASKETBALL
003937	PLAY IT AGAIN SPORTS	000851	226416	2022 5	INV	P	2,675.00	021822	289184	YOUTH BASKETBALL FO
							3,015.00			
				ACCOUNT TOTAL			3,015.00			
002315	603400			OFFICIALS						
004416	TERRELL, WINSTON	2.11.22	0	2022 5	INV	P	165.00	021822	289255	HPR CONTRACT LABOR
048546	DILLON DONTAVIUS	2.11.22	0	2022 5	INV	P	75.00	021822	289017	HPR CONTRACT LABOR
				ACCOUNT TOTAL			240.00			
002315	604900			OTHER PROFESSIONAL SERV.						
002540	CONNER, TOBARRA	2.11.22	0	2022 5	INV	P	50.00	021822	289008	HPR CONTRACT LABOR
002800	FELTS, GEREMY	2.11.22	0	2022 5	INV	P	360.00	021822	289038	HPR CONTRACT LABOR
002965	GUTHRIE, JONI S	2.11.22	0	2022 5	INV	P	270.00	021822	289068	HPR CONTRACT LABOR
003313	KETTLEY, ANNETTE	2.11.22	0	2022 5	INV	P	60.00	021822	289106	HPR CONTRACT LABOR

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
003508	MARTIN, MAGDALINE	2.11.22	0	2022 5	INV	P	144.00	021822	289129	HPR CONTRACT LABOR
003764	NEEL-SCHAFFER INC	1075788	0	2022 5	INV	P	11,387.57	021822	289156	MB 2011-4/307 ARPA
003958	POWELL, RANDY	2.11.22	0	2022 5	INV	P	105.00	021822	289188	HPR CONTRACT LABOR
004323	SPORTS ILLUSTRATED P	10/30/21	0	2022 4	INV	P	53.25	021822	289248	ONLINE PARTICIPANTS
004323	SPORTS ILLUSTRATED P	11/30/21	0	2022 4	INV	P	813.25	021822	289248	ONLINE PARTICIPANTS
004323	SPORTS ILLUSTRATED P	12/31/21	0	2022 4	INV	P	137.50	021822	289248	ONLINE PARTICIPANTS
004323	SPORTS ILLUSTRATED P	3/31/21	0	2022 4	INV	P	112.50	021822	289248	ONLINE PARTICIPANTS
004323	SPORTS ILLUSTRATED P	5/51/21	0	2022 4	INV	P	458.25	021822	289248	ONLINE PARTICIPANTS
004323	SPORTS ILLUSTRATED P	6/30/21	0	2022 4	INV	P	177.75	021822	289248	ONLINE PARTICIPANTS
004323	SPORTS ILLUSTRATED P	7/31/21	0	2022 4	INV	P	243.00	021822	289248	ONLINE PARTICIPANTS
004323	SPORTS ILLUSTRATED P	8/31/21	0	2022 4	INV	P	287.00	021822	289248	ONLINE PARTICIPANTS
004323	SPORTS ILLUSTRATED P	9/30/21	0	2022 4	INV	P	676.75	021822	289248	ONLINE PARTICIPANTS
							2,959.25			
048267	BONEY, BRANSEN K	2.11.22	0	2022 5	INV	P	60.00	021822	288967	HPR CONTRACT LABOR
048422	RAY NANCY REBEKAH	2.11.22	0	2022 5	INV	P	225.00	021822	289194	HPR CONTRACT LABOR
				ACCOUNT TOTAL			15,620.82			
002315	604919			OTH PROF SERV-ART CENTER						
003905	PIERCE PLUMBING INC	606768	0	2022 4	INV	P	500.00	021822	289176	REPAIRS TO TOILET A
047117	ABIGAIL L ALLEN	2/1/22	0	2022 5	INV	P	90.00	021822	288928	AFTER SCHOOL ART CL
				ACCOUNT TOTAL			590.00			
002315	630000			GAS						
004321	SPIRE	G2022 2/9	0	2022 5	INV	P	687.52	021822	289247	SPIRE(WILLMUT GAS)
004321	SPIRE	G2022-02/03	0	2022 5	INV	P	129.59	021822	289247	SPIRE-VARIOUS DEPAR
							817.11			
				ACCOUNT TOTAL			817.11			
002315	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2022 1/21/22	0	2022 5	INV	P	5,964.39	021822	289148	MISSISSIPPI POWER V
003700	MS POWER COMPANY	E2022 2/1	0	2022 5	INV	P	1,203.57	021822	289148	MS POWER VARIOUS DE
							7,167.96			
				ACCOUNT TOTAL			7,167.96			
002315	684500			REGISTRATION FEE/TUITION						
004517	USA BOXING-SOUTHERN	182008	0	2022 5	INV	P	115.00	021822	289270	P&R HPR UNETTA GYM
				ACCOUNT TOTAL			115.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5 ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
		ORG 002315		TOTAL		27,565.89			
FUND 002 PARKS & RECREATION FUND				TOTAL:		65,865.71			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
005160				H.M.F.P.FUND-FIRE DIVISION						
005160	735500			COMMUNICATION EQUIPMENT						
048499	ESO SOLUTIONS, INC	ESO-72016	0	2022 5	INV	P	10,190.00	021822	289031	HFD FIRE REPORTING
				ACCOUNT TOTAL			10,190.00			
				ORG 005160 TOTAL			10,190.00			
				FUND 005 HATT.MUNICIPAL FIRE PROTECTION TOTAL:			10,190.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
009660			W&S O&M-CUSTOMER ACCT. DIV.							
009660	501000			OTHER EXPENDABLE OFF.SPL						
004327	STANDARD OFFICE SUPP	5208395-0	226588	2022 5	INV	P	127.43	021822	289249	OFFICE EQUIPMENT AN
004327	STANDARD OFFICE SUPP	5208439-0	226651	2022 5	INV	P	188.06	021822	289249	OFFICE EQUIPMENT AN
004327	STANDARD OFFICE SUPP	5208441-0	226651	2022 5	INV	P	42.90	021822	289249	OFFICE EQUIPMENT AN
							358.39			
				ACCOUNT TOTAL			358.39			
009660	502000			MINOR OFFICE EQUIP/FURN.						
004327	STANDARD OFFICE SUPP	5208395-0	226588	2022 5	INV	P	293.84	021822	289249	OFFICE EQUIPMENT AN
004327	STANDARD OFFICE SUPP	5208439-0	226651	2022 5	INV	P	552.24	021822	289249	OFFICE EQUIPMENT AN
							846.08			
				ACCOUNT TOTAL			846.08			
009660	525000			GAS AND OIL						
001002	CITY OF HATTIESBURG	1/1/22 FUND 9	0	2022 5	INV	P	1,002.90	021822	289000	12/22 ALLOCATION
				ACCOUNT TOTAL			1,002.90			
009660	545000			HAND TOOLS						
002442	CENTRAL PIPE SUPPLY	S100284448.001	226431	2022 5	INV	P	9.78	021822	288990	HAND TOOLS WATER BI
004300	SOUTHERN WATERWORKS	88564	223495	2022 5	INV	P	77.55	021822	289243	PRESSURE GAUGE WATE
				ACCOUNT TOTAL			87.33			
009660	570000			MTR VEHICLE REP. PTS/SPL						
002169	AUTOMOTIVE GLASS SPE	W248221	226322	2022 5	INV	P	395.00	021822	288955	WINDSHEILD FOR UNIT
003891	PETRO AUTOMOTIVE GRO	6204122/1	226193	2022 5	INV	P	50.42	021822	289174	KEY FOR UNIT 21416
				ACCOUNT TOTAL			445.42			
009660	604900			OTHER PROFESSIONAL SERV.						
002146	ARNOLD LINE WATER AS	271413	0	2022 5	INV	P	3,500.00	021822	288943	MB 2021-839 PAYMENT
002181	BADGER METER INC	80091410	0	2022 5	INV	P	1,172.59	021822	288956	M/B 2018-832 BEACON
002665	DIXIE COMMUNITY UTIL	02032022 DX	0	2022 5	INV	P	420.00	021822	289018	DIXIE SEWER READS 0
002665	DIXIE COMMUNITY UTIL	DX 020222	0	2022 5	INV	P	160.50	021822	289018	PAYMENT FOR SEWER A
							580.50			
002905	GILLILANDS ELECTRONI	6761	0	2022 5	INV	P	90.00	021822	289060	MB 2001-5/478 QUART
004270	SOUTHERN EXTERIORS F	12263	225203	2022 5	INV	P	3,558.82	021822	289231	FENCING FOR LIFT ST

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
004514	UNIVERSITY TIRE & SE	INV190002	226697	2022 5	INV	P	1,006.68	021822	289269	REPAIRS TO UNIT 135
				ACCOUNT TOTAL			9,908.59			
009660	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351X0208202	0	2022 5	INV	P	589.92	021822	288952	MB2016-287/WIRELESS
				ACCOUNT TOTAL			589.92			
009660	607000			POSTAGE						
047562	ENCO UTILITY	20656	0	2022 5	INV	P	2,038.02	021822	289030	MB 2020-835 RT 3 BI
047562	ENCO UTILITY	20894	0	2022 5	INV	P	2,902.14	021822	289030	MB 2020-835 RT 1 BI
							4,940.16			
				ACCOUNT TOTAL			4,940.16			
009660	612000			FREIGHT						
002798	FEDERAL EXPRESS	7-647-88542	0	2022 5	INV	P	20.96	021822	289037	FEDEX SHIPMENTS/VAR
				ACCOUNT TOTAL			20.96			
009660	620000			PRINTING						
047562	ENCO UTILITY	20656	0	2022 5	INV	P	760.60	021822	289030	MB 2020-835 RT 3 BI
047562	ENCO UTILITY	20894	0	2022 5	INV	P	1,080.56	021822	289030	MB 2020-835 RT 1 BI
							1,841.16			
				ACCOUNT TOTAL			1,841.16			
009660	643000			UNIFORM RENT						
002471	CINTAS CORPORATION #	4109135763	0	2022 5	INV	P	59.76	021822	288995	S/C 8200044758 UNIF
002471	CINTAS CORPORATION #	4109819069	0	2022 5	INV	P	59.76	021822	288995	S/C 8200044758 UNIF
002471	CINTAS CORPORATION #	4110496845	0	2022 5	INV	P	80.78	021822	288994	S/C 8200044758 UNIF
							200.30			
				ACCOUNT TOTAL			200.30			
009660	687000			CUSTODIAL SERVICE						
002037	AB SUPPORT SERVICES	010108	225889	2022 5	INV	P	550.00	021822	288927	MB# 2022-58 JANITOR
				ACCOUNT TOTAL			550.00			
009660	699900			SERVICES NOT SPECIFIED						
003891	PETRO AUTOMOTIVE GRO	6204059/1	226565	2022 5	INV	P	1,967.33	021822	289174	REPAIRS TO UNIT 197
003891	PETRO AUTOMOTIVE GRO	6204122/1	226193	2022 5	INV	P	134.08	021822	289174	KEY FOR UNIT 21416
							2,101.41			
004514	UNIVERSITY TIRE & SE	INV19007	226682	2022 5	INV	P	869.20	021822	289269	REPAIR TO UNIT 1351

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
							ACCOUNT TOTAL	2,970.61		
							ORG 009660 TOTAL	23,761.82		
009672			W&S O&M-WATER TRANSMISSION DIV							
009672	525000			GAS AND OIL						
001002	CITY OF HATTIESBURG	1/1/22 FUND 9	0	2022	5	INV	P	5,194.75	021822	289000 12/22 ALLOCATION
							ACCOUNT TOTAL	5,194.75		
009672	525700			DIESEL FUEL						
001002	CITY OF HATTIESBURG	1/1/22 FUND 9	0	2022	5	INV	P	27.86	021822	289000 12/22 ALLOCATION
							ACCOUNT TOTAL	27.86		
009672	535500			WEARING APPAREL						
002729	ELKINS WHOLESALE INC	475917-00-00	226552	2022	5	INV	P	119.00	021822	289024 RUBBER KNEE HIGH ST
002729	ELKINS WHOLESALE INC	475917-01-00	226552	2022	5	INV	P	604.34	021822	289024 RUBBER KNEE HIGH ST
								723.34		
							ACCOUNT TOTAL	723.34		
009672	545000			HAND TOOLS						
003543	MCELHANEY PLUMBING I	291241	226108	2022	5	INV	P	116.75	021822	289131 PIPE WRENCHES FOR W
							ACCOUNT TOTAL	116.75		
009672	561000			PLUMBING SUPPLIES						
002442	CENTRAL PIPE SUPPLY	S100249541-003	221118	2022	5	INV	P	1,860.00	021822	288990 BADGER METERS FOR W
002442	CENTRAL PIPE SUPPLY	S100277881-001	225745	2022	5	INV	P	68,551.00	021822	288990 BADGER METERS FOR W
								70,411.00		
							ACCOUNT TOTAL	70,411.00		
009672	570000			MTR VEHICLE REP. PTS/SPL						
002413	CARQUEST AUTO PARTS	14758-7302	226615	2022	5	INV	P	33.78	021822	288987 REPAIR PARTS FOR UN
002413	CARQUEST AUTO PARTS	14758-7333	226556	2022	5	INV	P	35.94	021822	288987 REPAIR PARTS FOR #
002413	CARQUEST AUTO PARTS	14758-7469	226671	2022	5	INV	P	78.58	021822	288986 REPAIR PARTS FOR UN
002413	CARQUEST AUTO PARTS	14758-7531	226696	2022	5	INV	P	323.86	021822	288986 REPAIR PARTS FOR UN
								472.16		
002700	EAGLE TIRE AND SERVI	INV062075	226597	2022	5	INV	P	366.00	021822	289021 REPAIRS FOR UNIT #
003861	PATTERSON AUTO ELECT	81284	226557	2022	5	INV	P	275.95	021822	289168 REPAIRS FOR UNIT #
003861	PATTERSON AUTO ELECT	81301	226753	2022	5	INV	P	429.17	021822	289168 REPAIRS FOR UNIT #1
								705.12		
							ACCOUNT TOTAL	1,543.28		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
009672	638400				MOTOR VEHICLE EQ. R&M					
002700	EAGLE TIRE AND SERVI	INV062075	226597	2022 5	INV	P	60.00	021822	289021	REPAIRS FOR UNIT #
003861	PATTERSON AUTO ELECT	81284	226557	2022 5	INV	P	722.50	021822	289168	REPAIRS FOR UNIT #
003861	PATTERSON AUTO ELECT	81301	226753	2022 5	INV	P	1,100.00	021822	289168	REPAIRS FOR UNIT #1
							1,822.50			
					ACCOUNT TOTAL		1,882.50			
009672	643000				UNIFORM RENT					
002471	CINTAS CORPORATION #	4109136131	0	2022 4	INV	P	246.98	021822	288993	SC#8200044758--UNIF
					ACCOUNT TOTAL		246.98			
					ORG 009672 TOTAL		80,146.46			
009673					W&S O&M-WATER PLANT DIVISION					
009673	501000				OTHER EXPENDABLE OFF.SPL					
003809	OFFICE DEPOT INC	2551123559	226449	2022 5	INV	P	135.79	021822	289162	OFFICE SUPPLIES FOR
003809	OFFICE DEPOT INC	2551381404	226465	2022 5	INV	P	74.88	021822	289162	BINDERS FOR OPERATO
							210.67			
					ACCOUNT TOTAL		210.67			
009673	513000				CHEMICALS					
002094	ALLIED UNIVERSAL COR	I2757489	226432	2022 4	INV	P	2,935.75	021822	288939	CHLORINE FOR WATER
002094	ALLIED UNIVERSAL COR	I2757491	226432	2022 4	INV	P	2,348.60	021822	288939	CHLORINE FOR WATER
							5,284.35			
003179	INDUSTRIAL CHEMICALS	504982	226395	2022 5	INV	P	4,995.00	021822	289084	50LB BAGS OF LIME -
					ACCOUNT TOTAL		10,279.35			
009673	525000				GAS AND OIL					
001002	CITY OF HATTIESBURG	1/1/22 FUND 9	0	2022 5	INV	P	584.82	021822	289000	12/22 ALLOCATION
					ACCOUNT TOTAL		584.82			
009673	525700				DIESEL FUEL					
001002	CITY OF HATTIESBURG	1/1/22 FUND 9	0	2022 5	INV	P	614.56	021822	289000	12/22 ALLOCATION
					ACCOUNT TOTAL		614.56			
009673	526000				OTHER FUEL					
002274	BLOSSMAN GAS INC	19569681	226555	2022 5	INV	P	120.00	021822	288964	FORKLIFT PROPANE CY
					ACCOUNT TOTAL		120.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
009673	546000			MINOR EQUIPMENT						
002239	BENNETT'S LOCK & KEY	067652	226751	2022 5	INV	P	17.95	021822	288959	LOCK & KEYS FOR PLA
003987	PUCKETT RENTS	874659-0001	226466	2022 5	INV	P	46.40	021822	289193	TRASH PUMPS FOR WAT
004455	TRI STATE CHLORINATI	6142	226362	2022 5	INV	P	680.00	021822	289261	CHLORINATOR FOR WAT
				ACCOUNT TOTAL			744.35			
009673	549500			PUMPING EQUIPMENT PARTS						
004455	TRI STATE CHLORINATI	6142	226362	2022 5	INV	P	2,150.00	021822	289261	CHLORINATOR FOR WAT
				ACCOUNT TOTAL			2,150.00			
009673	570000			MTR VEHICLE REP. PTS/SPL						
002160	AT&T MOBILITY	287273861504X0208202	0	2022 5	INV	P	244.93	021822	288953	MB2016-287/GPS TRAC
047110	MS STATE TAX	21777	0	2022 5	INV	P	12.00	021822	289150	VIN#1HTSCABM3XH2029
				ACCOUNT TOTAL			256.93			
009673	604900			OTHER PROFESSIONAL SERV.						
002288	BONNER ANALYTICAL TE	75993	0	2022 5	INV	P	106.00	021822	288968	COLIFORM TESTING--2
002288	BONNER ANALYTICAL TE	76118	0	2022 5	INV	P	1,351.50	021822	288968	ROUTINE COLIFORM TE
							1,457.50			
002380	BYRD, WADE J.	022022BYRD	0	2022 5	INV	P	3,000.00	021822	288980	WATER OPERATOR OF R
048032	M D ELECTRIC LLC	3737	0	2022 5	INV	P	12,739.00	021822	289123	MB2020-497: MISSION
				ACCOUNT TOTAL			17,196.50			
009673	630000			GAS						
004321	SPIRE	G2022 1/26/22	0	2022 5	INV	P	23.77	021822	289247	SPIRE (WILLMUT GAS)
004321	SPIRE	G2022 2/9	0	2022 5	INV	P	133.17	021822	289247	SPIRE(WILLMUT GAS)
							156.94			
				ACCOUNT TOTAL			156.94			
009673	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2022 1/21/22	0	2022 5	INV	P	10,096.65	021822	289148	MISSISSIPPI POWER V
003700	MS POWER COMPANY	E2022 1/5/22	0	2022 5	INV	P	46.90	021822	289148	MISSISSIPPI POWER W
003700	MS POWER COMPANY	E2022 2/1	0	2022 5	INV	P	26,206.12	021822	289148	MS POWER VARIOUS DE
							36,349.67			
003873	PEARL RIVER VALLEY E	2022 1/27	0	2022 5	INV	P	69.06	021822	289171	PEARL RIVER VALLEY
003873	PEARL RIVER VALLEY E	2022 1/28	0	2022 5	INV	P	57.59	021822	289171	PEARL RIVER VALLEY
003873	PEARL RIVER VALLEY E	2022 2/8	0	2022 5	INV	P	5,756.73	021822	289171	PEARL RIVER VALLEY

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
						5,883.38			
				ACCOUNT TOTAL		42,233.05			
009673 635700				PLUMBING EQUIPMENT R&M					
004455 TRI STATE CHLORINATI	6142	226362	2022 5	INV	P	300.00	021822	289261	CHLORINATOR FOR WAT
				ACCOUNT TOTAL		300.00			
009673 638400				MOTOR VEHICLE EQ. R&M					
002700 EAGLE TIRE AND SERVI	INV062062	226661	2022 5	INV	P	140.69	021822	289021	OIL CHANGE & TIRE R
				ACCOUNT TOTAL		140.69			
009673 643000				UNIFORM RENT					
002471 CINTAS CORPORATION #	4109819646	0	2022 5	INV	P	247.99	021822	288993	SC#8200044758- UNIF
002471 CINTAS CORPORATION #	4110497549	0	2022 5	INV	P	293.31	021822	288993	SC#8200044758- UNIF
						541.30			
				ACCOUNT TOTAL		541.30			
009673 643500				MOP-MAT-RAG RENT					
002471 CINTAS CORPORATION #	4109135846	0	2022 4	INV	P	22.11	021822	288996	SC#8200044758-- MOP
002471 CINTAS CORPORATION #	4109819249	0	2022 5	INV	P	22.11	021822	288996	SC#820044758- MOPS
002471 CINTAS CORPORATION #	4110497006	0	2022 5	INV	P	22.11	021822	288996	SC#8200044758- MOPS
						66.33			
				ACCOUNT TOTAL		66.33			
009673 687000				CUSTODIAL SERVICE					
002037 AB SUPPORT SERVICES	010109	225007	2022 5	INV	P	380.00	021822	288927	MB# 2021-1274 JANIT
				ACCOUNT TOTAL		380.00			
				ORG 009673 TOTAL		75,975.49			
009676			W&S O&M-SEWER DIVISION						
009676 513000				CHEMICALS					
002443 CERTIFIED LABORATORI	7672259	226526	2022 5	INV	P	5,794.00	021822	288991	ACTAMINE FOR SEWER
				ACCOUNT TOTAL		5,794.00			
009676 525000				GAS AND OIL					
001002 CITY OF HATTIESBURG	1/1/22 FUND 9	0	2022 5	INV	P	729.97	021822	289000	12/22 ALLOCATION
				ACCOUNT TOTAL		729.97			
009676 525700				DIESEL FUEL					
001002 CITY OF HATTIESBURG	1/1/22 FUND 9	0	2022 5	INV	P	232.60	021822	289000	12/22 ALLOCATION

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
							ACCOUNT TOTAL 232.60			
009676	545000			HAND TOOLS						
003543	MCELHANEY PLUMBING I	291094	226554	2022 5	INV	P	24.95	021822	289131	PROBING ROD --- S
							ACCOUNT TOTAL 24.95			
009676	546000			MINOR EQUIPMENT						
003987	PUCKETT RENTS	874659-0001	226466	2022 5	INV	P	3,894.00	021822	289193	TRASH PUMPS FOR WAT
							ACCOUNT TOTAL 3,894.00			
009676	559000			OTHER OPERATING MATL/SPLY						
003772	NEWELL PAPER COMPANY	4125103	226524	2022 5	INV	P	146.10	021822	289157	38X58 BLK 1.7MIL LI
							ACCOUNT TOTAL 146.10			
009676	570000			MTR VEHICLE REP. PTS/SPL						
002413	CARQUEST AUTO PARTS	14758-7095	226434	2022 5	INV	P	100.03	021822	288986	REPAIR PARTS FOR UN
002413	CARQUEST AUTO PARTS	14758-7515	226644	2022 5	INV	P	12.59	021822	288987	REPAIR PARTS FOR UN
							112.62			
							ACCOUNT TOTAL 112.62			
009676	604900			OTHER PROFESSIONAL SERV.						
004270	SOUTHERN EXTERIORS F	12238	225319	2022 5	INV	P	2,871.88	021822	289231	FENCING FOR LIFT ST
004270	SOUTHERN EXTERIORS F	12249	225594	2022 5	INV	P	3,793.15	021822	289231	FENCING FOR RICHBUR
004270	SOUTHERN EXTERIORS F	12262	225183	2022 5	INV	P	3,852.00	021822	289231	FENCING FOR LIFT ST
							10,517.03			
							ACCOUNT TOTAL 10,517.03			
009676	630000			GAS						
004321	SPIRE	G2022-02/03	0	2022 5	INV	P	2,016.08	021822	289247	SPIRE-VARIOUS DEPAR
							ACCOUNT TOTAL 2,016.08			
009676	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2022 1/21/22	0	2022 5	INV	P	3,803.75	021822	289148	MISSISSIPPI POWER V
003700	MS POWER COMPANY	E2022 2/1	0	2022 5	INV	P	669.46	021822	289148	MS POWER VARIOUS DE
							4,473.21			
004282	SOUTHERN PINE ELECTR	E2022 1/18/22	0	2022 5	INV	P	613.12	021822	289238	SOUTHERN PINE VARIO
004282	SOUTHERN PINE ELECTR	E2022 2/2/22	0	2022 5	INV	P	219.16	021822	289238	SOUTHERN PINE ELECT
004282	SOUTHERN PINE ELECTR	E2022 2/4	0	2022 5	INV	P	118.41	021822	289238	SOUTHERN PINE ELECT
							950.69			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL		5,423.90			
009676	636000			STREETS & STRUCTURES R&M						
004058	RJM MCQUEEN CONTRACT	2569	0	2022 5	INV	P	55,797.96	021822	289207	MB2020-179:SEWER RE
004058	RJM MCQUEEN CONTRACT	2570	0	2022 5	INV	P	14,457.00	021822	289207	MB2020-179:SEWER RE
004058	RJM MCQUEEN CONTRACT	2579	0	2022 5	INV	P	8,121.00	021822	289207	MB2020-179:SEWER RE
							78,375.96			
					ACCOUNT TOTAL		78,375.96			
009676	638200			MINOR EQUIPMENT R&M						
002083	ALLBRITTON CHAIN SAW	12315	226628	2022 5	INV	P	26.60	021822	288937	REPAIRS TO STIHL TS
					ACCOUNT TOTAL		26.60			
009676	638600			CONSTRUCTION EQUIP R&M						
003843	PARISH TRACTOR (HATT	02-200646	226366	2022 5	INV	P	4,576.59	021822	289166	REPAIRS TO ASSET #
					ACCOUNT TOTAL		4,576.59			
				ORG 009676	TOTAL		111,870.40			
009677			W&S O&M-SEWER LAGOON DIV.							
009677	525000			GAS AND OIL						
001002	CITY OF HATTIESBURG	1/1/22 FUND 9	0	2022 5	INV	P	321.93	021822	289000	12/22 ALLOCATION
					ACCOUNT TOTAL		321.93			
009677	525700			DIESEL FUEL						
001002	CITY OF HATTIESBURG	1/1/22 FUND 9	0	2022 5	INV	P	22.59	021822	289000	12/22 ALLOCATION
					ACCOUNT TOTAL		22.59			
009677	604900			OTHER PROFESSIONAL SERV.						
004270	SOUTHERN EXTERIORS F	12237	225436	2022 5	INV	P	3,793.15	021822	289231	FENCING FOR LIFT ST
004270	SOUTHERN EXTERIORS F	12243	225054	2022 5	INV	P	2,818.38	021822	289231	FENCING FOR LIFT ST
004270	SOUTHERN EXTERIORS F	12244	225088	2022 5	INV	P	2,307.99	021822	289231	FENCING FOR LIFT ST
							8,919.52			
048129	APGN INC	14986	225638	2022 5	INV	P	33,250.00	021822	288941	ANNUAL SERVICE CONT
					ACCOUNT TOTAL		42,169.52			
009677	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2022 1/21/22	0	2022 5	INV	P	570.13	021822	289148	MISSISSIPPI POWER V
003700	MS POWER COMPANY	E2022 2/1	0	2022 5	INV	P	15,846.04	021822	289148	MS POWER VARIOUS DE
							16,416.17			
003873	PEARL RIVER VALLEY E	2022 1/21	0	2022 5	INV	P	416.79	021822	289171	PEARL RIVER VALLEY

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
003873	PEARL RIVER VALLEY E	2022 1/27	0	2022 5	INV	P	879.36	021822	289171	PEARL RIVER VALLEY
003873	PEARL RIVER VALLEY E	2022 1/28	0	2022 5	INV	P	47.72	021822	289171	PEARL RIVER VALLEY
003873	PEARL RIVER VALLEY E	2022 2/8	0	2022 5	INV	P	2,177.61	021822	289171	PEARL RIVER VALLEY
							3,521.48			
				ACCOUNT TOTAL			19,937.65			
009677	638000			FIXED EQUIPMENT R&M						
003348	L & A CONTRACTING CO	483-207	0	2022 5	INV	P	34,494.92	021822	289111	MB2016-64: LAGOONS
				ACCOUNT TOTAL			34,494.92			
				ORG 009677 TOTAL			96,946.61			
FUND 009 WATER & SEWER OPERATION/MAINT.				TOTAL:			388,700.78			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
011000			WATER & SEWER BALANCE SHEET						
011000	114000		METER SECURITY DEPOSITS						
002297	BOWELL, TERRI ROWELL	119154 85596	0	2022 5	INV	P	18.00 021822	288970	MTR DEP REF 85596
002325	BRITT, SHANNON 111	118620 85088	0	2022 5	INV	P	16.00 021822	288975	MTR DEP REF 85088
002495	COAD, DONNA	117949 84428	0	2022 5	INV	P	75.00 021822	289004	MTR DEP REF 84428
002808	FINK, JUDITH 2904	118820 85278	0	2022 5	INV	P	18.00 021822	289042	MTR DEP REF 85278
002980	HALLMAN PROPERTY 19T	118839 85297	0	2022 4	INV	P	75.00 021822	289069	MTR DEP REF 85297
003289	JORDAN, KENDA 3	119175 85617	0	2022 5	INV	P	75.00 021822	289100	MTR DEP REF 85617
003399	LEE, BELINDA 1	117726 84209	0	2022 5	INV	P	18.00 021822	289117	MTR DEP REF 84209
003480	MADARY, MARK	118395 84867	0	2022 4	INV	P	18.00 021822	289124	MTR DEP REF 84867
003917	PINE BELT MENTAL HEA	110690 77725	0	2022 5	INV	P	9.76 021822	289178	MTR DEP REF 77725
004188	SHOEMAKER PROPERTIES	118050 84526	0	2022 5	INV	P	18.00 021822	289222	MTR DPE REF 84526
004190	SHOEMAKER PROPERTY 1	118933 85385	0	2022 4	INV	P	18.00 021822	289223	MTR DEP REF 85385
004428	THOMPKINS, FLORA J	113648 80389	0	2022 4	INV	P	18.00 021822	289257	MTR DEP REF 80389
004690	YORK, JAMES	114159 80845	0	2022 4	INV	P	61.01 021822	289290	MTR DEP REF 80845
047968	REMAX REAL ESTATE	118542 85009	0	2022 4	INV	P	18.00 021822	289197	MTR DEP REF 85009
047996	REALTY STAR NETWORK	118402 85425	0	2022 4	INV	P	18.00 021822	289195	MTR DEP REF 85425
048110	REMAX REAL ESTATE	118523 84991	0	2022 4	INV	P	18.00 021822	289198	MTR DEP REF 84991
048114	EMPOWERING YOU	117530 84021	0	2022 4	INV	P	75.00 021822	289029	MTR DEP REF 84021
048172	MISSISSIPPI MUSIC CO	23991 65411	0	2022 4	INV	P	50.00 021822	289140	MTR DEP REF 6541
048441	JAMES GARREN	90297 59362	0	2022 4	INV	P	18.00 021822	289090	MTR DEP REF 59362
048442	GINA MINTER	100545 68555	0	2022 4	INV	P	8.60 021822	289061	MTR DEP REF 68555
048443	HAYLEY HASIK	107232 74529	0	2022 4	INV	P	35.00 021822	289075	MTR DEP REF 74529
048444	BRANDEN MCLEMORE	107803 75045	0	2022 4	INV	P	25.70 021822	288973	MTR DEP REF 75045
048445	WALTER WRIGHT III	110517 77566	0	2022 4	INV	P	28.85 021822	289278	MTR DEP REF 77566
048446	JOZUE CHAIRES	111182 78186	0	2022 4	INV	P	30.12 021822	289101	MTR DEP REF 78186
048447	PAUL WINSTEAD	113955 80664	0	2022 4	INV	P	12.00 021822	289169	MTR DEP REF 80664

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
048448 MARLENA JENKINS	114795 81419	0	2022 4	INV	P	75.00 021822	289128	MTR DEP REF 81419
048449 GANNON BLACKWELL	115216 81809	0	2022 4	INV	P	9.76 021822	289053	MTR DEP REF 81809
048450 GREGORY S HENDERSON	116849 83001	0	2022 4	INV	P	18.00 021822	289064	MTR DEP REF 83001
048451 HAYLEE HERRIN	116770 83272	0	2022 4	INV	P	75.00 021822	289074	MTR DEP REF 83272
048452 ASHLEY ROBINSON BUIL	117813 84294	0	2022 4	INV	P	18.00 021822	288944	MTR DEP REF 84294
048453 RYAN KEITH GATCHELL	118086 84562	0	2022 4	INV	P	75.00 021822	289211	MTR DEP REF 84562
048454 MIGUEL LUNA ANGUIANO	118369 84841	0	2022 4	INV	P	18.00 021822	289137	MTR DEP REF 84841
048455 KAREN HUNDLEY	118559 85024	0	2022 4	INV	P	75.00 021822	289102	MTR DEP REF 85024
048456 TEQUILLA FRISON	118989 85438	0	2022 4	INV	P	18.00 021822	289254	MTR DEP REF 85438
048457 JAN BERGANT	118104 84579	0	2022 4	INV	P	18.00 021822	289092	MTR DEP REF 84579
048458 FAIRCHILD MOTORS	69366 40746	0	2022 4	INV	P	36.94 021822	289034	MTR DEP REF 40746
048460 BILLIE J WALLEY	81410 51468	0	2022 4	INV	P	34.08 021822	288962	MTR DEP REF 51468
048461 VICKI S HARRIS	86316 55393	0	2022 4	INV	P	9.76 021822	289273	MTR DEP REF 55393
048462 FERNANDO H MARINO	86316 55738	0	2022 4	INV	P	18.00 021822	289040	MTR DEP REF 55738
048463 ACCEPTANCE LOAN	98277 66452	0	2022 4	INV	P	33.60 021822	288929	MTR DEP REF 66452
048465 MDA CONSTRUCTION SER	107677 74925	0	2022 4	INV	P	75.00 021822	289132	MTR DEP REF 74925
048466 SHANNON VETTER	111018 78035	0	2022 4	INV	P	9.76 021822	289220	MTR DEP REF 78035
048467 KRISTEN MILLER	111262 78253	0	2022 4	INV	P	18.00 021822	289109	MTR DEP REF 78253
048468 WAITR	112632 79442	0	2022 4	INV	P	75.00 021822	289276	MTR DEP REF 79442
048469 TIMOTHY GORDON JR	115593 82173	0	2022 4	INV	P	18.00 021822	289258	MTR DEP REF 82173
048470 PATRICIA SUSAN HANCO	117426 83917	0	2022 4	INV	P	18.00 021822	289167	MTR DEP REF 83917
048471 ALEXANDER VOCKERY	117697 84182	0	2022 4	INV	P	75.00 021822	288936	MTR DEP REF 84182
048472 C. T. RENTALS	118015 84491	0	2022 4	INV	P	35.00 021822	288984	MTR DEP REF 84491
048473 COURTNEY P SMITH	118074 84550	0	2022 4	INV	P	18.00 021822	289011	MTR DEP REF 84550
048474 FRANCIS GARNER BELL	118077 84553	0	2022 4	INV	P	18.00 021822	289049	MTR DEP REF 84553
048475 KATHY DARNELL	118198 84672	0	2022 4	INV	P	18.00 021822	289103	MTR DEP REF 84672

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
048477 COLTON LAIRD	118542 85009	0	2022 4	INV	P	18.00 021822	289005	MTR DEP REF 85009
048478 LEON JOHNSON	118547 85013	0	2022 4	INV	P	18.00 021822	289118	mtr dep ref 85013
048491 VICTOR FLETCHER	76600 47177	0	2022 4	INV	P	37.04 021822	289274	MTR DEP REF 47177
048492 100 WALNUT CIRCLE	103198 70926	0	2022 4	INV	P	75.00 021822	288924	MTR DEP REF 70926
048493 JAMES GREENE	109197 76328	0	2022 4	INV	P	192.00 021822	289091	MTR DEP REF 76328
048495 MANUEL ROCA	117407 83899	0	2022 4	INV	P	18.00 021822	289126	MTR DEP REF 83899
048496 APRIL THRASH	119115 85557	0	2022 4	INV	P	75.00 021822	288942	MTR DEP REF 85425
048497 BRANDY MCGOWAN	119162 85604	0	2022 4	INV	P	75.00 021822	288974	MTR DEP REF 85604
048507 DUNNAM, KATHERINE	94928 63562	0	2022 5	INV	P	2.87 021822	289020	METER DEP REF 63562
048508 JAVA WERKS COFFEE CO	95086 63697	0	2022 5	INV	P	58.60 021822	289093	METER DEP REF 63697
048509 MY BROTHER'S KEEPER	100329 68356	0	2022 5	INV	P	45.00 021822	289152	METER DEP REF 68356
048510 BOWIE, ELISE	101207 69136	0	2022 5	INV	P	12.00 021822	288971	METER DEP REF 69136
048511 GIBBS, TANGELA	103916 71566	0	2022 5	INV	P	9.76 021822	289057	METER DEP REF 71566
048512 ALDAMA, ARWA	103949 71589	0	2022 5	INV	P	18.00 021822	288935	MTR DEP REF 71589
048513 BOURNE, CASEY	104536 72133	0	2022 5	INV	P	18.00 021822	288969	MTR DEP REF 72133
048514 SPARK WIRELESS LLC	107425 74704	0	2022 5	INV	P	75.00 021822	289245	MTR DEP REF74704
048515 BERDEN, PETER	109629 76743	0	2022 5	INV	P	75.00 021822	288960	MTR DEP REF 76743
048517 SUSAN BOUNDS	111353 78337	0	2022 5	INV	P	75.00 021822	289252	MTR DEP REF 78337
048518 BLASS, WILLIAM	111921 78820	0	2022 5	INV	P	18.00 021822	288963	MTR DEP REF 78820
048519 TABOR, CHARLES	111658 78590	0	2022 5	INV	P	18.00 021822	289253	MTR DEP REF 78590
048520 MILLER, CHRISTOPHER	113282 80051	0	2022 5	INV	P	18.00 021822	289138	MTR DEP REF 800541
048521 HANNON, DAVID	115174 81770	0	2022 5	INV	P	75.00 021822	289071	MTR DEP REF 81770
048522 CAVICCHI, SARA	115511 82094	0	2022 5	INV	P	18.00 021822	288988	MTR DEP REF 82094
048523 VOGEL, ELIZABETH	115571 82153	0	2022 5	INV	P	18.00 021822	289275	MTR DEP REF 82153
048524 POWELL, COLLIN	115724 82302	0	2022 5	INV	P	18.00 021822	289187	MTR DEP REF 82302
048525 DAVIS, RILEY	116258 82793	0	2022 5	INV	P	75.00 021822	289014	MTR DEP REF 82793

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
048526	DORSEY, JACQUELENE	116839 83338	0	2022 5	INV	P	9.76	021822	289019	MTR DEP REF 83338
048527	DARVEAU, JJEREMY	117169 83664	0	2022 5	INV	P	18.00	021822	289013	MTR DEP REF 83664
048528	UTSEY, ESTHER	117249 83744	0	2022 5	INV	P	75.00	021822	289272	MTR DEP REF 83744
048529	HOMES, TRUSTED	117592 84082	0	2022 5	INV	P	41.92	021822	289081	MTR DEP REF 84082
048531	MICHALEK, SPENCER	118072 84548	0	2022 5	INV	P	18.00	021822	289134	MTR DEP REF 84548
048532	SELLARS, IAN	118123 84597	0	2022 5	INV	P	18.00	021822	289218	MTR DEP REF 84597
048533	MCCARTY, KIRKLAND	118267 84740	0	2022 5	INV	P	75.00	021822	289130	MTR DEP REF 84740
048534	FISHER, ALEXA	118423 84896	0	2022 5	INV	P	75.00	021822	289043	MRE DEP REF 84896
048535	PIGOTT, JANICE	118577 85042	0	2022 5	INV	P	16.00	021822	289177	MTR DEP REF 85042
048536	JOHNSON, TODD	118774 85231	0	2022 5	INV	P	75.00	021822	289098	MTR DEP REF 85231
048537	FORCADE, LORENA	118792 85249	0	2022 5	INV	P	18.00	021822	289044	MTR DEP REF 85249
048539	SMITH, SUSAN B	1189588 85408	0	2022 5	INV	P	18.00	021822	289228	MTR DEP REF 85408
048540	GERALD, KELLY	118972 85422	0	2022 5	INV	P	18.00	021822	289056	MTR DEP REF 85422
048541	SANDRIDGE, CHRISTOPH	119067 85510	0	2022 5	INV	P	18.00	021822	289214	MTR DEP REF 85510
048543	SOUTHERN KERNELS	110103 77189	0	2022 5	INV	P	33.60	021822	289236	MTR DEP REF 77189
048552	RISO INVESTMENTS	118946 85396	0	2022 5	INV	P	32.20	021822	289203	MTR DEP REF 85396
				ACCOUNT TOTAL			3,399.69			
011000	115000			COLLECTION FEES						
002058	ADELA INC	040201490000 1/31	0	2022 5	INV	P	383.84	021822	288930	WATER COLLECTION FE
002058	ADELA INC	040201490000 12/21	0	2022 5	INV	P	759.32	021822	288930	COLLECTION FEES 12/
							1,143.16			
				ACCOUNT TOTAL			1,143.16			
				ORG 011000 TOTAL			4,542.85			
011660				WATER & SEWER-CUST.ACCT.DIV.						
011660	6835WT			WATER RELATED REFUND						
048471	ALEXANDER VOCKERY	117697 841821	0	2022 4	INV	P	57.00	021822	288936	OVERPAYMENT 84182
048479	USM SCHOOL OF NURSIN	23791 6341	0	2022 4	INV	P	6,578.02	021822	289271	OVERPAYMENT 6341
				ACCOUNT TOTAL			6,635.02			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5 ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
		ORG 011660		TOTAL		6,635.02			
FUND 011 WATER & SEWER FUND				TOTAL:		11,177.87			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
039551		AIRPORT IMPR.-AIRPORT DIV						
039551	729502		AIRPORT IMP-FAA					
002843	FORD ENGINEERING SER 210206K	0	2022 5	INV	P	18,543.03 021822	289045	MB 2021-31 LIGHTING
002843	FORD ENGINEERING SER 211116C	0	2022 5	INV	P	5,496.53 021822	289045	MB 2021-306 TAXIWAY
						24,039.56		
004610	WEBSTER ELECTRIC COM 551-004	0	2022 5	INV	P	286,976.99 021822	289287	MB 2021-189 AIRPORT
			ACCOUNT TOTAL			311,016.55		
			ORG 039551 TOTAL			311,016.55		
	FUND 039 AIRPORT IMPROVEMENT FUND			TOTAL:		311,016.55		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
072201			MUN.ROAD&BRIDGE-STREET DIV							
072201	601500		ENGINEERING							
003764	NEEL-SCHAFFER INC	1074956	0	2022 5	INV	P	3,150.00	021822	289156	MB 2021-61 GORDON C
003764	NEEL-SCHAFFER INC	1075781	0	2022 5	INV	P	4,653.99	021822	289156	MB 2021-61 GORDON C
							7,803.99			
004197	SHOWS DEARMAN & WAIT	22340	0	2022 5	INV	P	2,790.14	021822	289224	MB 2012-1/34 LAMAR
				ACCOUNT TOTAL			10,594.13			
072201	723014		LAMAR BLVD-REGIONS							
004579	WALTERS CONSTRUCTION	LAMAR BLVD RD #10	0	2022 5	INV	P	46,640.04	021822	289279	MB 2020-113 LAMAR B
004579	WALTERS CONSTRUCTION	LAMAR BLVD RD #9	0	2022 5	INV	P	76,432.99	021822	289279	MB 2020-113 LAMAR B
							123,073.03			
				ACCOUNT TOTAL			123,073.03			
				ORG 072201 TOTAL			133,667.16			
		FUND 072 MUNICIPAL ROAD & BRIDGE		TOTAL:			133,667.16			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
073570			MASS TRANSIT-TRANSPORTATION							
073570	525000			GAS AND OIL						
001002	CITY OF HATTIESBURG	12/22	0	2022	5	INV	P	675.86	021822	288999 12/21 FUEL ALLOCATI
				ACCOUNT TOTAL				675.86		
073570	525700			DIESEL FUEL						
001002	CITY OF HATTIESBURG	12/22	0	2022	5	INV	P	8,095.88	021822	288999 12/21 FUEL ALLOCATI
				ACCOUNT TOTAL				8,095.88		
073570	571001			REPAIR PARTS - FIXED ROUTE						
002904	GILLIG LLC	40784937	221326	2022	5	INV	P	130.65	021822	289059 HUB CITY TRANSIT-SP
				ACCOUNT TOTAL				130.65		
073570	602000			CONSULTANT SERV/SURVEYS						
003764	NEEL-SCHAFFER INC	1076724	222113	2022	5	INV	P	11,800.00	021822	289156 TRANSIT MASTER PLAN
003764	NEEL-SCHAFFER INC	1077128	222113	2022	5	INV	P	6,565.00	021822	289156 TRANSIT MASTER PLAN
								18,365.00		
				ACCOUNT TOTAL				18,365.00		
073570	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351X0208202	0	2022	5	INV	P	177.24	021822	288952 MB2016-287/WIRELESS
002160	AT&T MOBILITY	287273861504X0208202	0	2022	5	INV	P	242.90	021822	288953 MB2016-287/GPS TRAC
								420.14		
				ACCOUNT TOTAL				420.14		
073570	638400			MOTOR VEHICLE EQ. R&M						
003246	JERRY'S AUTOMOTIVE R	21550	226532	2022	5	INV	P	214.80	021822	289095 REPLACE HEATER HOSE
				ACCOUNT TOTAL				214.80		
073570	638501			BUS EQUIP R&M-FIXED ROUTE						
003630	MOBILITY SYSTEMS INC	8852	226093	2022	5	INV	P	325.00	021822	289141 BUS #21121 WHEEL CH
048167	MUNN WILLIAM JUSTICE	1201	226092	2022	5	INV	P	483.00	021822	289151 DIAGNOSED BUS #2058
				ACCOUNT TOTAL				808.00		
073570	638502			BUS EQUIP R&M-PARATRANSIT						
004597	WATERS INTERNATIONAL	02s247450	221731	2022	5	INV	P	1,213.71	021822	289285 HUB CITY TRANSIT-LA
				ACCOUNT TOTAL				1,213.71		
073570	639800			TOW IN CHARGES						
003253	JOHNNY'S WRECKER SER	42176	226691	2022	5	INV	P	350.00	021822	289096 TOW BUS #21125 -WON

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
003253	JOHNNY'S WRECKER SER	43280	226613	2022 5	INV	P	350.00	021822	289096	BUS #20584 TOWED TO
							700.00			
				ACCOUNT TOTAL			700.00			
073570 643000				UNIFORM RENT						
002471	CINTAS CORPORATION #	4102445844	0	2022 5	INV	P	148.63	021822	288993	HCT-UNIFORM RENTALS
002471	CINTAS CORPORATION #	4103180044	0	2022 5	INV	P	116.13	021822	288993	HCT-UNIFORM RENTALS
002471	CINTAS CORPORATION #	4103707542	0	2022 5	INV	P	116.13	021822	288993	HCT-UNIFORM RENTALS
002471	CINTAS CORPORATION #	4104377637	0	2022 5	INV	P	116.13	021822	288994	HCT-UNIFORM RENTALS
002471	CINTAS CORPORATION #	4105068858	0	2022 5	INV	P	116.13	021822	288994	HCT-UNIFORM RENTALS
002471	CINTAS CORPORATION #	4105752788	0	2022 5	INV	P	116.13	021822	288994	HCT-UNIFORM RENTALS
002471	CINTAS CORPORATION #	4106400845	0	2022 5	INV	P	116.13	021822	288994	HCT-UNIFORM RENTALS
002471	CINTAS CORPORATION #	4107086918	0	2022 5	INV	P	167.50	021822	288993	HCT-UNIFORM RENTALS
002471	CINTAS CORPORATION #	4107766012	0	2022 5	INV	P	110.75	021822	288994	HCT-UNIFORM RENTALS
002471	CINTAS CORPORATION #	4108453037	0	2022 5	INV	P	253.41	021822	288993	HCT-UNIFORM RENTALS
002471	CINTAS CORPORATION #	4109135959	0	2022 5	INV	P	115.75	021822	288994	HCT-UNIFORM RENTALS
							1,492.82			
				ACCOUNT TOTAL			1,492.82			
073570 686800				JARC-OPERATIONS						
002956	GROVE TRANSIT	012622	0	2022 5	INV	P	5,839.50	021822	289066	JARC 1.2-1.15.22 MB
002956	GROVE TRANSIT	116-129-2022	0	2022 5	INV	P	5,562.00	021822	289066	JARC1.16.22-1.29.22
							11,401.50			
				ACCOUNT TOTAL			11,401.50			
073570 687000				CUSTODIAL SERVICE						
002037	AB SUPPORT SERVICES	010108	225889	2022 5	INV	P	300.00	021822	288927	MB# 2022-58 JANITOR
				ACCOUNT TOTAL			300.00			
				ORG 073570 TOTAL			43,818.36			
FUND 073 MASS TRANSIT FUND					TOTAL:		43,818.36			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
075695				W&S CONSTR.-CAPITAL PROJECTS						
075695	604900			OTHER PROFESSIONAL SERV.						
004280	SOUTHERN MS PLANNING	12466	0	2022	5	INV	P	379.61	021822	289237 MB 2017-164 LAMAR B
				ACCOUNT TOTAL				379.61		
075695	722002			LONGLEAF HEIGHTS NORTH						
047349	HEMPHILL CONST	LONGLEAF NORTH #10	0	2022	5	INV	P	66,600.26	021822	289077 MB 2021-6 LONGLEAF
				ACCOUNT TOTAL				66,600.26		
				ORG 075695 TOTAL				66,979.87		
FUND 075	WATER&SEWER CONSTRUCTION FUND			TOTAL:				66,979.87		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
077000				COMMUNITY CTR BALANCE SHEET						
077000	122000			DAMAGE DEPOSITS						
048547	KHRISTINA BROWN	DEPREF KBROWN	0	2022 5	INV	P	100.00	021822	289107	DEPOSIT REFUND
048548	GREATER FAITH MB CHU	DEPREF-GREATER FAITH	0	2022 5	INV	P	250.00	021822	289063	DEPOSIT REFUND
048549	LATERRAL HAMILTON	DEPREF-LHAMILTON	0	2022 5	INV	P	250.00	021822	289116	DEPOSIT REFUND
				ACCOUNT TOTAL			600.00			
				ORG 077000 TOTAL			600.00			
077650				COMMUNITY CTR-ADMIN/GENERAL						
077650	510000			CLEANING/JANITORIAL SPLY						
002729	ELKINS WHOLESALE INC	474524	226330	2022 4	INV	P	1,395.32	021822	289024	`JANITORIAL SUPPLIE
003772	NEWELL PAPER COMPANY	4124562	226407	2022 5	INV	P	39.00	021822	289157	PURE BLEACH TO CLEA
003772	NEWELL PAPER COMPANY	4124875	226326	2022 5	INV	P	158.89	021822	289157	JANITORIAL SUPPLIES
							197.89			
				ACCOUNT TOTAL			1,593.21			
077650	525000			GAS AND OIL						
001002	CITY OF HATTIESBURG	1/1/22 FUND 77	0	2022 5	INV	P	155.99	021822	289001	TRF 12/22 ALLOCATIO
				ACCOUNT TOTAL			155.99			
077650	546000			MINOR EQUIPMENT						
002957	GROVER BROS RESTAURA	23980	226722	2022 5	INV	P	1,418.00	021822	289067	ICE BIN FOR CE ROY
004017	REGIONS CARDHOLDER S	2080 - 01-31-2022	0	2022 5	INV	P	-199.00	021822	289196	2080 - 01-31-2022 C
004575	WALMART STORES INC	380579541	226467	2022 5	INV	P	557.47	021822	289277	VACUUM CLEANERS FOR
				ACCOUNT TOTAL			1,776.47			
077650	561000			PLUMBING SUPPLIES						
003543	MCELHANEY PLUMBING I	291096	226541	2022 5	INV	P	145.79	021822	289131	MATERIAL TO REPAIR
				ACCOUNT TOTAL			145.79			
077650	570000			MTR VEHICLE REP. PTS/SPL						
002565	COURTESY MOTORS INC	533948	226657	2022 5	INV	P	129.96	021822	289010	MATERIAL REPAIR UNI
				ACCOUNT TOTAL			129.96			
077650	604900			OTHER PROFESSIONAL SERV.						
003256	JOHNSON CONTROLS, IN	36852211	0	2022 5	INV	P	577.25	021822	289097	RECURRING SERVICE F
				ACCOUNT TOTAL			577.25			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
077650	606000				TELEPHONE AND TELEGRAPH					
002160	AT&T MOBILITY	287273578351X0208202	0	2022 5	INV	P	61.08	021822	288952	MB2016-287/WIRELESS
					ACCOUNT TOTAL		61.08			
077650	630500				ELECTRICITY					
003700	MS POWER COMPANY	E2022 1/21/22	0	2022 5	INV	P	2,927.78	021822	289148	MISSISSIPPI POWER V
003700	MS POWER COMPANY	E2022 2/1	0	2022 5	INV	P	2,203.21	021822	289148	MS POWER VARIOUS DE
							5,130.99			
					ACCOUNT TOTAL		5,130.99			
077650	639200				CLEANING AND PAINTING					
003225	JACKSON, ROOSEVELT I	742244	226642	2022 5	INV	P	2,700.00	021822	289089	JACKIE DOLE WALL/SI
					ACCOUNT TOTAL		2,700.00			
077650	643000				UNIFORM RENT					
002471	CINTAS CORPORATION #	4106401308	0	2022 5	INV	P	194.52	021822	288993	UNIFORM RENTAL FOR
002471	CINTAS CORPORATION #	4107087475	0	2022 5	INV	P	194.52	021822	288993	UNIFORM RENTAL FOR
002471	CINTAS CORPORATION #	4107766579	0	2022 5	INV	P	194.52	021822	288993	UNIFORM RENTAL FOR
002471	CINTAS CORPORATION #	4108453544	0	2022 5	INV	P	194.52	021822	288993	UNIFORM RENTAL FOR
002471	CINTAS CORPORATION #	4109136495	0	2022 5	INV	P	194.52	021822	288993	UNIFORM RENTAL FOR
							972.60			
					ACCOUNT TOTAL		972.60			
				ORG 077650	TOTAL		13,243.34			
	FUND 077	COMMUNITY CENTERS' FUND			TOTAL:		13,843.34			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
082285		CDBG-ENTITLEMENTS							
082285 525000			GAS AND OIL						
001002 CITY OF HATTIESBURG	1/22 FUEL82	0	2022 5	INV	P	157.20	021822	289002	12/22 FUEL ALLOCATI
			ACCOUNT TOTAL			157.20			
			ORG 082285 TOTAL			157.20			
FUND 082 COMMUNITY DEVELOP. BLOCK GRANT			TOTAL:			157.20			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
086300				SPEC SALES TAX/RECREATION MAIN						
086300	729504			SULLIVAN PARK SPLASH PA						
004205	SIGNS FIRST	H-75738	0	2022 5	INV	P	221.25	021822	289226	SULLIVAN PARK SPLAS
				ACCOUNT TOTAL			221.25			
086300	7295PR			CAPITAL PROJECTS						
003381	LANDARC CONSULTING G	06-1975	0	2022 5	INV	P	8,280.00	021822	289113	MB 2021-348 MIDTOWN
003385	LANDRY LEWIS GERMANY CN	21-3882-001	0	2022 5	INV	P	5,100.00	021822	289114	THE JOOK MUSIC PARK
003385	LANDRY LEWIS GERMANY CN	21-3887-001	0	2022 5	INV	P	4,999.46	021822	289114	CHAIN PARK PAVILION
							10,099.46			
				ACCOUNT TOTAL			18,379.46			
				ORG 086300 TOTAL			18,600.71			
				FUND 086 SPEC SALES TAX P&R/UNIV IMPROV		TOTAL:	18,600.71			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
087601				INDUSTRIAL PK-G.O.ACQUISITIONS						
087601	601000			AUDITING AND ACCOUNTING						
004442	TMH	219410	0	2022	5	INV	P	7,806.30	021822	289259 FY 2021 AUDIT
				ACCOUNT TOTAL				7,806.30		
087601	601500			ENGINEERING						
004197	SHOWS DEARMAN & WAIT	22549	0	2022	5	INV	P	302.50	021822	289225 SOFIDEL EXPANSION 1
				ACCOUNT TOTAL				302.50		
				ORG 087601 TOTAL				8,108.80		
	FUND 087 INDUSTRIAL PARK DEVELOPMENT			TOTAL:				8,108.80		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
088603			PUBLIC SAFETY/REC CONSTRUCTION							
088603	710022		POLICE DEPARTMENT							
002077	ALBERT & MCCLESKEY A	67	0	2022 5	INV	P	22,492.03	021822	288934	MB 2018-295 PUBLIC
002996	HANCO CORP	PSC NO. 36	0	2022 5	INV	P	590,489.96	021822	289070	MB 2019-45 PUBLIC S
003381	LANDARC CONSULTING G	06-1973	0	2022 5	INV	P	3,075.00	021822	289113	PUBLIC SAFETY COMPL
047187	FOUR SEASONS LAWN	HPSC #1	0	2022 5	INV	P	33,423.16	021822	289048	MB 2021-326 PUBLIC
047873	MAINSPACE OFFICE SOL	2120	223448	2022 5	INV	P	194,956.24	021822	289125	HPSC FURNITURE-ENG
				ACCOUNT TOTAL			844,436.39			
				ORG 088603 TOTAL			844,436.39			
FUND 088 PUBLIC SAFETY/REC CONSTRUCTION				TOTAL:			844,436.39			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
097201				INFRA IMPROVE-INTRNT SALES TAX						
097201	721002			CAMPBELL LOOP BRIDGE						
047493	HOLLIDAY CONSTRUCTIO	CAMPBELL LOOP #5	0	2022 5	INV	P	176,870.18	021822	289080	MB PENDING CAMPBELL
047493	HOLLIDAY CONSTRUCTIO	CAMPBELL LP #6 & FIN	0	2022 5	INV	P	27,854.67	021822	289080	MB PENDING CAMPBELL
							204,724.85			
				ACCOUNT TOTAL			204,724.85			
				ORG 097201 TOTAL			204,724.85			
FUND 097 INFRA IMPROVE-INTRNT SALES TAX TOTAL:							204,724.85			

** END OF REPORT - Generated by Jacqueline Thorne **

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
001	General Fund		1,783,731.62
002	PARKS & RECREATION FUND		65,865.71
005	HATT.MUNICIPAL FIRE PROTECTION		10,190.00
009	WATER & SEWER OPERATION/MAINT.		388,700.78
011	WATER & SEWER FUND		11,177.87
039	AIRPORT IMPROVEMENT FUND		311,016.55
072	MUNICIPAL ROAD & BRIDGE		133,667.16
073	MASS TRANSIT FUND		43,818.36
075	WATER&SEWER CONSTRUCTION FUND		66,979.87
077	COMMUNITY CENTERS' FUND		13,843.34
082	COMMUNITY DEVELOP. BLOCK GRANT		157.20
086	SPEC SALES TAX-P&R/UNIV IMPROV		18,600.71
087	INDUSTRIAL PARK DEVELOPMENT		8,108.80
088	PUBLIC SAFETY/REC CONSTRUCTION		844,436.39
097	INFRA IMPROVE-INTRNT SALES TAX		204,724.85
801	CLAIMS FUND	3,905,019.21	
	TOTAL	3,905,019.21	3,905,019.21

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